

080102-WS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION RECEIVED-FPSC

In re: Application of TBBT Utility)
LLC to operate a water and wastewater)
utility in Hardee and Polk Counties,)
Florida.)
_____)

08 FEB 18 PM 4:58

COMMISSION
CLERK
DOCKET NO

APPLICATION FOR ORIGINAL WATER AND WASTEWATER CERTIFICATES

Applicant, TBBT Utility LLC (hereinafter "the Utility", "the Applicant" or "TBBT"), by and through its undersigned attorneys, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, files this Application for a certificate to operate a water and wastewater utility in Hardee and Polk Counties and in support thereof states:

I.

The Applicant's name and address is:

CMP _____ TBBT Utility LLC
COM 1 _____ 9414 Lorendale Circle
Springhill, Florida 34608

II.

The name and address of the person to contact concerning this

ECR 2 MAPS
GCL 1
OPC 1 Application is:

RCA _____ F. Marshall Deterding
SCR _____ Rose, Sundstrom & Bentley, LLP
SGA _____ 2548 Blainstone Pines Drive
Tallahassee, Florida 32301
SEC _____ Phone: (850) 877-6555
Fax: (850) 656-4029
OTH _____

III.

TBBT Utility LLC is a Limited Liability Corporation. Its Managing Member and owner is TBBT Water Company, LLC.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

IV.

Because the Applicant is a Limited Liability Corporation, it has no corporate officers and directors. However, the name and address of the Managing Member is:

TBBT WATER COMPANY, LLC
9414 Lorendale Circle
Springhill, Florida 34608

The members of TBBT Water Company, LLC are as follows:

Title: Managing Member
SBTB ENTERPRISES, LLC
9414 Lorendale Circle
Springhill, FL 34608

Title: Managing Member
HAR-LEE, LLC
6384 Lake Leelanau Drive
Traverse City, MI 49604

Title: Managing Member
MOONTL II, LLC
237 NW Torch Lake Drive
Kewadin, MI 49648

Title: Managing Member
RMDM LLC
11375 Upton Road
Grand Ledge, MI 48837

V.

The Applicant has not made an election under Internal Revenue Code Section 1362 to be an S Corporation. The Utility and its parent company, TBBT Water Company are both LLCs.

VI.

The Applicant has the financial and technical ability to provide water, wastewater, and reuse services to the area applied for herein. Prior to the formation of the Utility, the related party landowner owned the existing water facilities which will now be utilized by the Utility in providing water service to the territory applied for herein. The related party landowner is in the process of moving forward with the development of the proposed service territory as the Shadowlawn development, consisting of approximately 1,500 acres in Hardee County. The additional territory proposed for inclusion in this certificate is a little over 100 acres, located in Polk County, Florida, which will be developed in accordance with an as yet undetermined plan, sometime in the relatively near future. The increase in demand for both water and wastewater services to these properties is imminent and as such, the Utility is moving forward with the proper permitting, planning and construction of facilities necessary to provide the needed utility services. As part of that plan, the Utility will employ operations, maintenance and technical advisory personnel necessary to ensure the efficient provision of water, wastewater, and reuse services to the various customers of the Utility, and to meet the future needs and expanding needs anticipated for water, wastewater, and reuse services within the proposed territory.

VII.

The sole member/owner of Applicant is TBBT Water Company, LLC which owns all interest in the Applicant and whose address is:

TBBT Water Company, LLC
9414 Lorendale Circle
Springhill, Florida 34608

VIII.

The Applicant has the technical ability to provide the water, wastewater, and reuse services to the proposed territory as applied for herein. The Applicant can provide all types of water, wastewater, and reuse services as applied for herein and expansion of those facilities and services as and when needed in the most efficient and effective manner. Many of the water facilities currently owned and operated by a related party will begin being operated by the Utility before or immediately upon approval and certification of TBBT Utility, LLC by the Florida Public Service Commission (hereinafter "the Commission" or "the PSC"). Ownership or other rights to beneficial use of any facilities, lands, or land rights needed by the Utility in order to provide water, wastewater, and reuse services throughout the territory in a most efficient manner possible, will be provided by the related party landowner as and when needed in order to ensure the needs for water, wastewater, and reuse services are met in accordance with the Utility's obligations under Florida Statutes, Rules of the Commission, the Utility's tariff, and good Utility and water management practices.

The related party landowner currently operates the few existing Utility facilities in question and has the appropriate certificates and licenses to operate those existing supplied facilities. That entity has in the past employed operation, maintenance and technical, and administrative personnel necessary to operate and maintain those facilities.

The Utility will enter into an agreement with the landowner so that the Utility will obtain the long term right to use the necessary properties for water, wastewater, and reuse Utility purposes. A copy of this 99 year Lease Agreement is attached hereto as **Exhibit "C"**. This Agreement will be executed as soon as PSC approval of this Application is received or before that time if TBBT Utility begins operation of the water and/or wastewater facilities before PSC final approval. Such Agreement utilizes a royalty type arrangement in exchange for use of the properties for the water and wastewater facilities, rather than a flat rate lease payment, because the use of such facilities will have impacts upon property of above and beyond those on which the water and wastewater facilities are actually located. The withdrawal of water from the landowner's property has far reaching impacts on surrounding lands, and the installation of a wastewater treatment and storage and disposal facilities on the land requires a larger amount of land than the water facilities, and will also have impacts on surrounding lands. As such a royalty arrangement of

\$.20 per thousand gallons of water pumped for each water and wastewater, is included in that Lease Agreement.

The Utility will employ, either through direct employment or through contractual arrangements, those same personnel and hire additional qualified persons as needed in order to continue to provide the same high quality of service as additional need for such services arise.

IX.

There is currently a need for potable and non-potable water and wastewater service within the proposed service territory applied for herein. That service consists of a need for residential, commercial, industrial, and irrigation water and wastewater services, throughout the proposed territory. Conceptual Water Distribution System Plan and Conceptual Sanitary Sewer Collection System Plans are attached hereto as **Exhibit "A"** for the Hardee County property, and depict the need for service thereon, including delineation of the number and meter size of the projected ERCs for each type of service to be provided within the Hardee County property.

In addition to the immediate needs for service as outlined in Exhibit "A" hereof, there will be a need for service to the properties located in Polk County in the relatively near future. The exact nature of those needs is not yet known, nor planned for immediate development. However, that property will utilize the

same operations, maintenance, administrative, billing and collections personnel and facilities as are utilized for the Hardee County property and as such, certification of that property at the present time and under the same certificate, is most efficient and is in the public interest.

X.

Through funding and the financial support of its Managing Member, TBBT Water Company, LLC and the principles of that entity as well, the Utility will have ample financial backing to ensure the safe, efficient and sufficient provision of potable and non-potable water and wastewater services to the territory applied for herein and the expansion as needed of the water and wastewater sources, treatment facilities, and distribution and collection facilities, in the proposed service territory to meet all future needs. Attached hereto as **Exhibit "D"**, is a recent balance sheet for the Utility's ultimate individual owners, the Mooney Family, showing that those individuals have ample capital resources to support the initial funding of the financial needs of the Utility and all future needs as they become known. Also attached as part of **Exhibit "D"** is an affidavit from a Managing Member, both in her capacity as a Managing Member and as an individual, ensuring her financial commitment to the Utility company for all future capital requirements. The Managing Member and the Utility have access to

all resources needed to fund the capital and long-term financial needs of the Utility.

XI.

The Applicant will immediately provide both potable and non-potable water service as well as wastewater service to the territory proposed for service herein, as soon as those needs begin to occur, early in 2009. Thereafter, the Utility will continue to plan for the provision of potable and non-potable water service and wastewater service to all such needs within its proposed territory, and the additional needs that are anticipated to occur immediately thereafter. Certification of the Utility by the Commission will allow the Applicant to provide needed water, wastewater and reuse water services to the proposed territory, and to utilize the lowest quality water that is fit for the purpose intended in accordance with the state water policy and to properly plan for and manage the water resources of the area for the benefit of all needs within the proposed territory and any bulk needs outside that territory that the Utility can provide.

XII.

In order to ensure the orderly planning and growth of development within the proposed service territory and ensure the most efficient use of precious water resources and efficient provision of wastewater services, the Commission should grant the requested

certificate immediately to enable the Applicant to plan for and to meet those needs in the public interest.

XIII.

There are no other Utilities within the area who are currently able to provide the potable water and central wastewater services proposed by Applicant, or who could potentially provide such services. The Applicant has reviewed local plants and facilities and found no other existing entity in a position to provide such service. The Applicant is in a unique position to coordinate the orderly growth of such services as and when needed and has a greater variety and quantity of available and contiguous sources of supply than any other alternative provider could possibly have based upon this close-working relationship with the related party landowner.

The Utility has not inquired from other Utilities within the area who might be able to provide service to this territory. Because of the existing facilities which are being utilized by the landowner presently and will be utilized by the Utility company immediately upon, if not before, certification by the Commission, any attempts to obtain service from any outside source would dramatically increase the cost of providing such service and could quite possibly result in a decrease of the quality of service provided. There are no other utilities capable of providing the requested service within many miles of the location of the proposed

territory and the developments to be undertaken thereon. Therefore, the cost of running existing water mains to the existing systems within the territory, or to the existing locations where the need for service presently exists, or is expected to exist in the near future, from any other Utility with the ability to provide the quantity needed within the service territory would be extraordinarily high and extremely inefficient.

XIV.

The provision of water and wastewater services in the proposed service territory, including use of existing and proposed facilities as outlined in this Application, will be consistent with the water and wastewater sections of the local Comprehensive Plans for both Hardee and Polk Counties as approved by the Department of Community Affairs.

XV.

The Applicant plans to begin serving customers within its service territory early in 2009.

XVI.

Attached hereto at the bottom of **Exhibit "A"** is a table concerning the number of equivalent residential connections proposed to be served by the Utility by meter size and customer class.

XVII.

TBTT Utility, LLC anticipates providing service to: single-family home, multi-family, golf course, commercial, RV Park and light industrial customers.

XVIII.

Attached hereto as **Exhibit "E"** are the original and two copies of the sample tariff containing all rates, classifications, charges, rules and regulations consistent with Rule 25-9, Florida Administrative Code, which the Applicant herein intends to utilize in providing water, wastewater, and reuse service.

XIX.

Exhibit "B" is a description of the territory proposed for inclusion in the Utility's certificated service area using township range and section references. These are in compliance with Rule 25-30.030, F.A.C.

XX.

Attached hereto as **Exhibit "F"** is a copy of two maps showing the township range and section references with the proposed service territory plotted thereon. Because the Hardee County portion of the proposed territory described herein encompasses several square miles, it is not reasonably possible to utilize a map of a scale of 1" = 200 ft., or 1" = 400 ft. as proposed under Subsection (n) of Rule 25-30.033, Florida Administrative Code. Attached as the first map of **Exhibit "F"** is a map utilizing slightly smaller scales (i.e.

1" = 500). The Applicant believes Exhibit "F" complies with the provisions and intent of Rule 25-30.033(n), F.A.C. To the extent the Commission disagrees with that interpretation, the Applicant requests a waiver of the specific provisions of Rule 25-30.033(n), to the extent that this one map is inconsistent with the Commission's interpretation of that Rule Subsection. The map showing the location of the Polk County territory is of a scale of 1" = 200' in accordance with the rule.

XXI.

Attached hereto as **Exhibit "G"**, are statements regarding the separate capacities of the proposed lines and treatment facilities in terms of ERCs and gallons per day to service the known and anticipated development in the various classes of service. The description of the proposed potable water facilities outlining the type of treatment, is contained within **Exhibit "G"** hereof. A similar explanation of the proposed wastewater facilities are also included in a separate letter included as part of **Exhibit "G."** The Utility will be constructing a wastewater treatment facility capable of producing reuse water and will utilize reuse as its method of effluent disposal as outlined in the letter delineating the method of wastewater treatment. This reuse water will be sold to the golf course for irrigation purposes.

XXII.

The Utility has not yet begun operation and has not yet received its first dollar of revenue and will not receive such revenue until such time as the Florida Public Service Commission approves the appropriate rates and charges for the Utility or it is necessary for the Utility to begin charging for such services in advance of such approval. Therefore, no detailed balance sheet or statement of financial condition or operating statement of the Applicant are available. However, included as part of **Exhibit "H"** is information concerning all of the assets of the Utility to be utilized in the provision of the various types of water service and operation of maintenance expenses anticipated to be incurred in such operation. Those lists of assets and O & M expenses are prepared in accordance with the provisions of Rule 25-30.115, Florida Administrative Code. As such, Applicant believes that these exhibits comply with the requirements of Rule 25-30.032(1)(r) and (s).

XXIII.

TBBT Water Company, LLC the sole member and manager of the Utility, is the entity, along with the ultimate individual owners (The Mooney Family) which has provided and will continue to provide funding to the Utility as and when needed to ensure that all needs for capital improvements are met in a timely manner and to ensure the continued provision of safe and efficient potable water, wastewater and reuse services in the future within the proposed

service territory. Attached hereto as **Exhibit "D"** is a balance sheet for The Mooney Family and an affidavit of the Managing Member of the Utility, TBBT Water Company, LLC and Har-Lee, LLC, assuring the Commission those entities and she individually, will fund the capital needs and any operating deficits of the Utility on an as and when needed basis.

XXIV.

Attached as part of **Exhibit "H"** is a cost study including customer projections supporting the proposed rates and charges and service availability charges.

XXV.

Attached hereto as part of **Exhibit "H"** are the projected costs of the proposed systems by NARUC account numbers. The related capacity of each system and ERCs in gallons per day is reflected on these schedules for each type of service.

XXVI.

Attached hereto as part of **Exhibit "H"** are the projected operating expenses of the proposed systems by NARUC account numbers when 80% of design capacity of the system is being utilized.

XXVII.

The schedules showing the projected capital structure, including the methods of financing the construction operation of the Utility until the Utility reaches 80% of design capacity of the system is attached hereto as part of **Exhibit "H"**. To the extent

the financing of a construction of operations or operations is beyond the resources of the Utility, TBBT Water Company, LLC the sole member and Managing Member of the Applicant herein and the ultimate individual owners will provide all additional funding as and when needed in order to finance such construction operation of the Utility until it reaches that 80% of design capacity level.

XXVIII.

Attached hereto as **Exhibit "I"** is an affidavit showing that the Utility has provided notice in accordance with the requirements of Rule 25-30.030, Florida Administrative Code, to all those entitled to such notice. A publication notice in compliance with Rule 25-30.030(7), Florida Administrative Code is due to be published. Proof of publication will be provided to the Commission as **Exhibit "J"** immediately after it is received from the newspaper utilized for this purpose. A copy of the appropriate notice has also been provided by regular mail or personal service to property owners of the property to be certified. An affidavit of such compliance is attached hereto as **Exhibit "K"**.

XXIX.

In accordance with the requirements of Section 367.045(1)(d), Florida Statutes and Rule 25-30.033 and 25-30.020, Florida Administrative Code, enclosed is a check for the filing fee in the amount of \$4,500, which is intended to satisfy the requirements of those rules and statutory sections for a system intended to serve between 2,001 and 4,000 ERCs of both water and wastewater service.

XXX.

The Applicant herein requests that the Florida Public Service Commission grant the waiver of Rule 25-30.033(1)(n) to the extent such waiver is deemed necessary as requested in Paragraph XX hereof, and issue certificates to TBBT Utility, LLC to provide water, wastewater, and reuse services to the territory requested in Hardee and Polk Counties. In addition, Applicant requests that the Commission in its order granting such a certificate, authorize a collection of the rates proposed herein and implementation of the tariffs as included herein.

Respectfully submitted this
18th day of February, 2008, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555


F. MARSHALL DETERDING

TBBT UTILITY LLC

EXHIBIT A

TBBT UTILITY LLC
Territory Description

EXHIBIT B

NOTICE OF APPLICATION FOR ORIGINAL CERTIFICATES

Notice is hereby given on February 18, 2008, pursuant to Section 367.045, Florida Statutes, of the application of TBBT Utility LLC to operate a water and wastewater utility to provide service to portions of the following described territory in Hardee and Polk Counties, Florida as follows:

Polk County

LEGAL DESCRIPTION:

That part of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East, and that part of the East Half of Section 32, Township 31 South, Range 25 East, all lying and being in Polk County, Florida and described as follows:

Begin at the Northeast corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence South 00°05'18" East along the east line of said West Half of the Southwest Quarter a distance of 2633.14 feet to the southeast corner of said West Half of the Southwest Quarter; thence South 89°53'39" West along the south line of said West Half of the Southwest Quarter a distance of 870.00 feet; thence North 00°04'54" West a distance of 782.41 feet; thence South 89°53'39" West a distance of 680.22 feet; thence North 34°40'23" West a distance of 677.93 feet; thence North 30°23'49" West a distance of 1538.00 feet to a line 35 feet north of and parallel with the south line of the Northeast Quarter of said Section 32, Township 31 South, Range 25 East; thence North 89°53'49" East along said parallel line a distance of 727.27 feet to the east line of the West Half of the East Half of the Northeast Quarter of Section 32; thence South 00°05'16" East along said east line of the West Half of said East Half of the Northeast Quarter a distance of 35.00 feet to the southeast corner of said West Half of said East Half of the Northeast Quarter; thence North 89°53'49" East along the south line of the East Half of the East Half of the Northeast Quarter a distance of 862.90 feet to the northwest corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence North 89°34'55" East along the north line of said West Half of the Southwest Quarter a distance of 1320.94 feet to the Point of Beginning.

Hardee County

IN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY, FLORIDA;
SECTION 1:
The West 1/2
The West 1/2 of the SW 1/4 of the NE 1/4
The North 1/2 of the NE 1/4 of the SW 1/4 of the NE 1/4
The North 1/4 of the SE 1/4 of the NE 1/4
The NW 1/4 of the SE 1/4
The NE 1/4 of the SW 1/4 of the SE 1/4
The North 1/2 of the NE 1/4 LESS the North 300.00 feet of the East 435.60 feet of the NE 1/4 of the NE 1/4.

SECTION 2:
The NE 1/4, LESS the West 264 feet of the North 1,280.4 feet of the East 1/2 of the NE 1/4
The East 1/2 of the NW 1/4
The East 1/2 of the SW 1/4 of the NW 1/4
The part of the SW 1/4 of the SW 1/4 of the NW 1/4 lying south of a ditch centerline, which ditch centerline begins on the west boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 to a point lying 496.75 feet (measured along said west boundary) north of the southwest corner thereof and runs easterly to the east boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 at a point lying 517.76 feet (measured along said east boundary) north of the southwest corner thereof.
The South 1/2

SECTION 3: The NE 1/4 of the SE 1/4; LESS East 30 feet thereof

SECTION 11:
The NE 1/4 of the NW 1/4
The NW 1/4 of the NE 1/4
The NE 1/4 of the NE 1/4 LESS and except the following two parcels:

Commence at the SE corner of the NE 1/4 of the NE 1/4 and run thence West along the South line of said NE 1/4 of the NE 1/4 a distance of 465 feet to P.O.B.; continue thence West along said south line a distance of 150 feet; thence run North, perpendicular to said South line, a distance of 125 feet; run thence East and parallel with said South line a distance of 150 feet; run thence South, perpendicular to said South line a distance of 125 feet to P.O.B.

AND
Commence at the SE corner of said NE 1/4 of the NE 1/4 and run thence West along the South line of said NE 1/4, a distance of 804.44 feet to P.O.B.; continue thence West along said South line, 220 feet; thence run North perpendicular to said South line a distance of 345 feet; run thence East and parallel with said South line a distance of 220 feet; run thence South perpendicular to said South line, a distance of 345 feet to P.O.B.; LESS East 30 feet far road right-of-way.

SECTION 12: The NW 1/4 of the NW 1/4 LESS the following parcel: Begin at the SE corner of East 1/2 of said NW 1/4 of the NW 1/4 of said Section 12; run thence West along the South boundary of said NW 1/4 of NW 1/4 a distance of 417.5 feet; run thence North along a line parallel to the East boundary line of said NW 1/4 of NW 1/4 a distance of 417.5 feet; run thence East along a line parallel to the South boundary line of said NW 1/4 of NW 1/4 a distance of 417.5 feet to the East boundary line of said NW 1/4 of NW 1/4; run thence South along the East boundary line of said NW 1/4 of NW 1/4 to P.O.B.

LESS THE FOLLOWING FOUR PARCELS:
A portion of Sections 1 and 12, Township 33 South, Range 24 East, Hardee County, Florida, described as follows:

Commence at the northwest corner of said Section 12; thence South 00°06'42" East along the west line of the northwest quarter of the northwest quarter of said Section 12 a distance of 413.05 feet to the POINT OF BEGINNING; thence South 89°56'23" East a distance of 502.43 feet; thence North 00°14'38" West a distance of 188.48 feet; thence North 15°34'18" East a distance of 167.40 feet; thence North 34°34'37" East a distance of 159.51 feet; thence South 89°15'00" East a distance of 100.67 feet; thence South 03°11'11" East a distance of 151.48 feet; thence North 89°44'56" East a distance of 489.56 feet; thence North 01°27'10" West a distance of 142.03 feet; thence North 84°06'34" East a distance of 86.64 feet to the east line of the southwest quarter of the southwest quarter of said Section 1; thence South 00°15'09" East along said east line of the southwest quarter of the southwest quarter a distance of 75.28 feet to the northeast corner of the northwest quarter of the northwest quarter of said Section 12; thence South 00°05'09" East along the east line of said northwest quarter of the northwest quarter a distance of 908.20 feet to the north

line of the South 417.50 feet of said northwest quarter of the northwest quarter; thence North 89°39'27" West along said north line of the South 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the west line of the East 417.50 feet of said northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the south line of said northwest quarter of the northwest quarter; thence North 89°39'27" West (erroneously referred as "thence North 89°39'27" West?" in Deed recorded in OR Book 530, Page 41, public records of Hardee County, Florida) along said south line of the northwest quarter of the northwest quarter a distance of 901.36 feet to the southwest corner of said northwest quarter of the northwest quarter; thence North 00°06'42" West along the west line of said northwest quarter of the northwest quarter a distance of 912.10 feet to the POINT OF BEGINNING. Less and Except the West 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the northeast corner of said Section 11; thence South 00°06'42" East along the east line of the northeast quarter of the northeast quarter of said Section 11 a distance of 221.80 feet to the POINT OF BEGINNING; thence continue South 00°06'42" East along said east line of the northeast quarter of the northeast quarter a distance of 1103.35 feet to the southeast corner of said northeast quarter of the northeast quarter; thence South 89°46'25" West along the south line of said northeast quarter of the northeast quarter a distance of 465.00 feet to the east line of the West 150.00 feet of the East 615.00 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 150.00 feet of the East 615.00 feet of the northeast quarter of the northeast quarter a distance of 125.00 feet to the north line of the South 125.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 125.00 feet of the northeast quarter of the northeast quarter a distance of 150.00 feet to the west line of the East 615.00 feet of said northeast quarter of the northeast quarter; thence South 00°06'42" East along

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the southeast corner of the northeast quarter of the northwest quarter of said Section 11; thence South 89°47'40" West along the south line of said northeast quarter of the northwest quarter a distance 633.48 feet to the POINT OF BEGINNING; thence continue South 89°47'40" West along said south line of the northeast quarter of the northwest quarter a distance of 683.11 feet; thence North 00°23'52" East a distance of 388.36 feet; thence South 88°13'58" East a distance of 519.38 feet; thence South 65°08'30" East a distance of 179.99 feet; thence South 00°23'52" West a distance of 294.23 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

AND ALSO LESS AND EXCEPT THE FOLLOWING PARCELS OF LAND: IN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY, FLORIDA

SECTION 1:

The south 30.00 feet of the N $\frac{3}{4}$ of the W $\frac{1}{2}$.
The north 30.00 feet of the S $\frac{1}{4}$ of the W $\frac{1}{2}$.
The west 30.00 feet of the S $\frac{1}{4}$ of the W $\frac{1}{2}$, LESS, the north 30.00 feet thereof.
The north 30.00 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
The south 30.00 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

SECTION 2:

A strip of land 60.00 feet in width the centerline of which being the centerline of the pavement (as it exists on January 1, 1995), for "Payne Creek Road", said road running generally north-south through the center of the N $\frac{1}{2}$ of the E $\frac{1}{2}$. LESS, any part thereof lying within the north 1280.40 feet of the west 264.00 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, which is intended to be those lands owned by Paynes Creek Primitive Baptist Church and Cemetery, AND LESS any part thereof lying in the south 30.00 feet of the N of said Section 2.

The south 30.00 feet of the N $\frac{1}{2}$.
The north 30.00 feet of the S $\frac{1}{4}$.
The west 30.00 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

F. Marshall Deterding, Esquire
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

said west line of the East 615.00 feet of the northeast quarter of the northeast quarter a distance of 125.00 feet to said south line of the northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter of the northeast quarter a distance of 189.44 feet to the east line of the West 220.00 feet of the East 1024.44 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 220.00 feet of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the north line of the South 345.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 345.00 feet of the northeast quarter of the northeast quarter to the west line of the East 1024.44 feet of said northeast quarter of the northeast quarter a distance of 220.00 feet; thence South 00°06'42" East along said west line of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the south line of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter of the northeast quarter and along the south line of the northwest quarter of the northeast quarter of said Section 11 a distance of 472.60 feet; thence North 01°46'42" West a distance of 303.50 feet; thence North 39°22'58" East a distance 631.14 feet; thence North 88°50'31" East a distance of 598.11 feet; thence North 58°52'14" East a distance of 591.97 feet to the POINT OF BEGINNING. Less and Except the East 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Begin at the southwest corner of the northwest quarter of the northeast quarter of said Section 11; thence North 00°04'32" West along the west line of said northwest quarter of the northeast quarter a distance of 364.77 feet; thence South 89°33'47" East a distance of 380.57 feet; thence South 45°55'53" East a distance of 49.70 feet; thence South 00°04'32" East a distance of 325.66 feet to the south line of said northwest quarter of the northeast quarter; thence South 89°46'25" West long said South line of the northwest quarter of the northeast quarter a distance of 416.22 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

The west 30.00 feet of the following described parcel:

That part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying south of a ditch centerline, which ditch centerline begins on the west boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ at a point lying 496.75 feet (measured along said west boundary) north of the southwest corner thereof and runs easterly to the east boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ at a point lying 517.76 feet (measured along said east boundary) north of the southeast corner thereof.

The east 30.00 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

SECTION 3:

The east 30.00 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

SECTION 11:

The east 30.00 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; subject to the right-of-way for County Road 664 along the south side thereof.

SECTION 12:

The west 30.00 feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; subject to the right-of-way for County Road 664 along the south side thereof.

TBBT UTILITY LLC
Lease

EXHIBIT C

UTILITY LEASE AGREEMENT

THIS LEASE is made and entered into this ___ day of _____, 200 __, by and between "Mooney Family, LLC", a Florida limited liability corporation (hereinafter referred to as ("Owner")), and "TBBT Utility LLC", a Florida limited liability corporation (hereinafter referred to as ("Service Company")).

Owner hereby leases to Service Company, and Service Company hereby hires from Owner, the real property and Well Site Production Facilities described below, upon terms and subject to the conditions set forth herein.

1. DEFINITIONS.

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

- A. "Well Site Production Facilities" - All well casings, pumps, and water supply, transmission, and distribution pipes and equipment, and other appurtenant and associated facilities.
- B. "Point of Delivery" - The point where the water leaves the meter connected to customer's piping for water service, and the point where wastewater leaves the customer's piping and enters Service Company's mains for sewer service.
- C. "Property" - The land described in Exhibit "A".
- D. "Well Sites" - The sites upon which Well Site Production Facilities are currently located as shown on Exhibit "B" attached hereto, and such additional Well Sites permitted pursuant to this Lease.
- E. "Sewage Treatment Plant Sites" - The sites upon which Sewage Treatment Facilities are planned to be located as described in Exhibit "B" attached hereto, and such additional sewage treatment plant sites permitted pursuant to this Lease.
- F. "Sewage Treatment Facilities" - All plants, pumps, piping, collection and treatment facilities and other appurtenant and associated facilities utilized for the purpose of treating domestic sewage.

2. TERM.

This Lease shall be effective for a period of ninety-nine (99) years, beginning immediately after certification of the Service Company by the Florida Public Service Commission, and ending ninety-nine (99) years thereafter, unless sooner terminated as provided herein.

3. ROYALTY PAYMENTS.

Service Company shall pay to Owner a monthly royalty of \$ 0.20 per thousand gallons of water withdrawn from each well site and \$5,000 per year for each maintenance

building site, plus sales tax, all as compensation for the Service Company's right to utilize owners property and as compensation for the impact of Service Company's right to utilize and withdraw water has on Owner's property and the impact of such uses on Owner's other properties. Service Company shall pay to Owner a monthly royalty of \$.20 per thousand gallons of water withdrawn from each well site and \$5,000 per year for each maintenance building site, plus sales tax, all as compensation for Service Company's right to utilize Owner's property and as compensation for the impact of Service Company's right to utilize Owner's property for Sewage Treatment Plant Sites and the impact of such uses on Owner's other properties. The combined royalty for water and sewer service based upon the utilization of Owner's property for both water and sewer sites shall be combined \$.40 per thousand gallons of water withdrawn from each well site. Royalty payments shall be paid on or before the first of each month. At least ninety (90) days but not earlier than one hundred twenty (120) days prior to the end of the third year of this Lease, and within the same period prior to the end of each succeeding 3-year period, Service Company and Owner shall renegotiate the periodic royalty to be paid over the next 3-year period. The purpose of renegotiating the periodic royalty is to reflect the increase in the fair value of the property, the rights to withdraw water, Well Site Production Facilities, and Sewage Treatment Plant Sites and impacts on Owner's property over the last 3-year period. If Service Company and Owner are unable to agree on the amount of increase in the periodic royalty to be paid over the subject 3-year period, then at least forty-five (45) days but not earlier than ninety (90) days prior to the commencement of the subject 3-year period, Service Company and Owner shall agree upon a qualified appraiser who will calculate the increase in the periodic royalty to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser to be used, then Service Company and Owner shall select a qualified appraiser of its choice and make the calculations, and the average of the two appraisers shall be binding on the parties. Calculations by the appraiser or appraisers shall in either case be made and delivered to Service Company and Owner at least fifteen (15) days prior to the commencement of the subject 3-year period. Neither the calculations of the appraiser or appraisers nor anything contained herein shall operate to reduce the periodic royalty below the amount of the periodic royalty in effect at the time the negotiations or calculations are conducted as set forth herein or below the then existing periodic royalty plus inflation using the compounded index percentage approved for regulated water and wastewater utilities by the Florida Public Service Commission for each intervening year since that last royalty amount was set.

In addition to renegotiating the periodic royalty every 3 years as set forth above, any time that, in Owner's reasonable opinion, the impact of any local, regional, state, or federal rule, ordinance, law, or policy directly or indirectly affects Owner's use of the Property or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near Well Sites or Sewage Treatment Plant Sites, or as a result of withdrawals or activities related to withdrawals on Sewage Treatment activities, Service Company and Owner shall renegotiate the periodic royalty. The purpose of this renegotiation shall be to reflect the diminution in value of the affected Property or other lands of Owner. At anytime that Owner reasonably deems such diminution in value to have occurred, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the periodic royalty to compensate Owner for the diminution in value. If Owner and Service Company are unable to agree on a renegotiated periodic royalty, then Service Company and Owner shall agree upon a qualified appraiser who will calculate such compensation. If the parties are unable

to agree upon a qualified appraiser to be used, the Owner and Service Company shall each select a qualified appraiser of its choice to make the necessary calculations, and the average of the two appraisers shall be binding on the parties.

4. DESCRIPTION OF LEASED PREMISES.

The premises subject to the Lease shall initially consist of the ___ non-potable and ___ potable Well Sites and one Sewage Treatment Plant Site as outlined on Exhibit "B". Each Well Site shall be sized as needed, in a square configuration, with the Well Site Production Facilities approximately in the center of the sites. The Sewage Treatment Plant Site shall be as outlined in Exhibit "B" or as determined necessary by unilateral agreement of the parties at a later date. In the event any governmental entity or authority shall now or hereafter require a larger Well Site than agreed upon herein, all additional or relocated Well Sites acquired pursuant to Sections 5 and 8, respectively, shall conform to the requirements of said governmental entity or authority. Owner and Service Company anticipate that this Lease may be amended in the future to include the service, operation, and lease of additional wells, surface water, or other sites, and/or Well Production Facilities, Sewage Treatment Plant Sites pursuant to this Lease and will negotiate the terms under which those wells, surface water, or other sites, and any Well Production Facilities and any Sewage Treatment Plant Sites will be included in the Lease and the Agreement at that time.

Notwithstanding anything else contained in this agreement to the contrary, this Lease Agreement does not cover a lease for sewage disposal sites. To the extent that Service Company requires the utilization of Owner's land for sewage disposal sites, Owner and Service Company shall negotiate an additional charge or royalty for such needs, if and when determined.

5. ADDITIONAL WELL SITES; SURFACE WATER WITHDRAWAL SITES; SEWAGE TREATMENT PLANT SITES.

In the event that Service Company shall need additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites, Water Storage Sites, or Sewage Treatment Plant Sites for the purpose of supplying Owner or third parties with water, Owner agrees to negotiate with Service Company for the lease of parcels of the Property for use as additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites, Water Storage Sites, or Sewage Treatment Plant Sites. Upon such time as Service Company and Owner shall agree upon the location and other pertinent matters related to such additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites, Water Storage Sites, or Sewage Treatment Plant Sites, the same shall become subject to this Lease and Service Company and Owner shall each respectively have rights and privileges set forth herein upon execution by Service Company and Owner of an appropriate Addendum to Lease so providing. Owner shall not be obligated to negotiate water rights to the detriment of its agriculture or other operations.

6. WARRANTY OF TITLE.

Owner represents that it has good and marketable title to the Well Sites and Sewage Treatment Plant Sites, subject only to real estate taxes not yet due and payable, matters of public record, and such other matters that do not materially interfere with Service

Company's intended uses. Service Company may at any time undertake to examine title to any of the Well Sites and Sewage Treatment Plant Sites. In the event that such examination of title shall result in the determination that there are title defects that are contrary to the status of title as above stated, Service Company may so notify Owner, specifying in writing such defects. Owner shall use diligent effort to remove or cure such defects in title within said time. In the event that Owner shall be unable to remove or cure such title defects within the specified time, Service Company shall have the option of either waiving said title defects or canceling this Lease as to the Well Site or Sewage Treatment Plant Site to which title defects are applicable and receiving a prorata refund of any royalties paid in advance. In the event that uncured title defects shall adversely affect the Well Sites to the extent or degree that it materially interferes with Service Company's ability to perform its obligations under the terms of this Lease, Service Company shall be entitled to cancel this Lease and receive a prorata refund of any advance royalties paid on any of the Well Sites or Sewage Treatment Plant Sites.

7. USE OF WELL SITES.

The Well Sites shall be used for the sole purpose of withdrawing water and supplying it to Owner or third parties in accordance with the provisions of the Agreement or third party agreements.

Notwithstanding anything else in this Agreement to the contrary the rights of Service Company to withdraw water from the lands of Owner granted by this Agreement are not exclusive. Owner reserves the right to withdraw, or to allow withdrawals by others, of water from the same or other sites for such other uses as Owner sees fit, so long as they are not related to the provision of Public Drinking Water Supply to the Certificated Service Territory of Service Company. To the extent Owner undertakes such withdrawals, or allows such withdrawals by other than Service company, such withdrawals shall not be allowed to interfere with Service Company's right to withdraw such water as is needed to provide water service to its Certificated Service Territory. In addition, to the extent Owner undertakes such withdrawals or allows such withdrawals by other than Service company, Owner or its assigns shall be responsible for payment to Service Company for its pro rata share of the expenses incurred by Service Company under Sections 11, 12, 17, 18, and 19 hereof, based upon the relative amount of monthly withdrawals by each entity.

8. UNPRODUCTIVE WELL OR SEWAGE TREATMENT PLANT SITES.

If any Well Site or Sewage Treatment Plant Site becomes unproductive, upon written notice of the same to Owner, the unproductive Well or Sewage Treatment Plant Site shall no longer be subject to the terms of this Lease, and the periodic royalty shall be reduced prorata accordingly. In such event, the well and any such Sewage Treatment Plant Sites shall be plugged at Service Company's expense in accordance with applicable Water Management District requirements and other applicable statutes, ordinances, or regulations. If Owner and Service Company cannot agree upon the amount of the reductions of the periodic royalty, the amount of the reductions shall be determined by a qualified appraiser selected by agreement of the parties. If the parties cannot agree on an appraiser, Owner and Service Company, at their own expense, shall each select an appraiser of its choice to calculate the reductions, and the average of the two calculations shall be binding upon the parties.

If Owner shall reasonably determine that for Owner's beneficial use of the Property and Well Site or Sewage Treatment Plant Site (whether an existing Well or Sewage Treatment Plant Site or on a Well Site or Sewage Treatment Plant Site hereafter leased) must be relocated, Owner will provide a substitute Well Site or Sewage Treatment Plant Site located as closely as reasonably possible to the one removed, and Owner shall bear the expense of such relocation, including cost of plugging wells or recovery of Sewage Treatment Plant Sites. The periodic royalty shall be renegotiated based upon the costs of such relocation efforts.

Upon the abandonment of any Well Site, or the removal from any Well Site or Sewage Treatment Plant Site, Service Company shall clean up the Well Site or Sewage Treatment Plant Site and leave the same in neat and presentable condition.

9. PERMITS.

Prior to constructing or operating any Well Site Production Facility or Sewage Treatment Plant Site or servicing any customer, Service Company shall obtain, at its sole expense, unless specifically provided otherwise in the Agreement, all necessary permits, certificates, and approvals necessary to construct and operate Well Site Production Facilities or Sewage Treatment Plant, withdraw water from Well Sites, transmit water to the Property and collect Tariffs for water or sewer service supplied to customer and any other person or entity, as may be required by any governmental entity, including, without limitation, the applicable water management districts, Public Service Commission, county governments, U.S. Army Corp of Engineers, and the Department of Environmental Protection. The owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any such permit application.

10. INSTALLATION OF WELL AND SEWAGE TREATMENT SITE PRODUCTION FACILITIES.

If any Well Site or Sewage Treatment Plant Site, whether initially subject to this Lease or hereafter leased, does not have complete and operable Well Site Production Facilities or Sewage Treatment Facilities in place at the time of execution of this Lease or at the time such Well Site or Sewage Treatment Site becomes subject to this Lease, then Service Company, at Service Company's expense, shall install the Well Site Production Facilities or Sewage Treatment Facilities or replace the missing or defective parts necessary to eliminate the deficiency as soon as reasonably possible after the date of this Lease or after the date of acquisition in the case of a Well Site or Sewage Treatment Plant Site hereafter acquired.

11. MAINTENANCE AND REPAIR.

As of the effective date of this Lease (in case of existing Well Sites and Well Site Production Facilities or Sewage Treatment Plant Facilities), and after the initial installation as set forth in Section 10 above (in the case of those facilities covered by Section 10), Service Company shall be responsible for the continuous operation and maintenance of the Well Sites, Well Site Production Facilities, and Sewage Treatment Sites and Facilities during the term of this Lease, unless otherwise agreed in writing by Service Company and Owner. Service Company's responsibilities shall include replacement of any component parts of the Well Site Production Facilities and Sewage Treatment Plant Facilities when

such becomes necessary due to destruction, wear and tear or otherwise. Service Company shall also keep the Well Sites in a neat, clean and presentable condition. Owner agrees to assign any and all warranties and/or maintenance bonds and the right to enforce the same to Service Company and to provide Service Company with any existing operation/maintenance and parts manuals with respect to the Well Site Production and Sewage Treatment Plant Facilities. Customer's pipes, apparatus and equipment on customer's side of the Point of Delivery shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall, at all reasonable times and hours, have the right to inspect Customer's internal lines and facilities. Customer shall bear the responsibility for the maintenance and replacement of any pipes or related transmission equipment on Customer's side of the Point of Delivery.

12. ELECTRICAL POWER.

Service Company represents that electrical power for the proposed operations on all Well Sites and Sewage Treatment Plant Sites requiring electricity is available from the appropriate power companies having authority to serve the Well Sites and Sewage Treatment Plant Sites or, if not, acquiring electric power from such companies or alternative source shall be the responsibility of Service Company. Owner shall reasonably cooperate with Service Company in assisting Service Company to obtain electrical power from the closest power source of the appropriate power company to each Well or Sewage Treatment Plant Sites, including additional Well or Sewage Treatment Plant Sites hereafter acquired, so as to service the operations of Service Company at each Well or Sewage Treatment Plant Site. Owner shall have the right to approve the location of poles, transistors, electrical lines, or other necessary installations, and Owner shall not unreasonably withhold such approval. Owner shall have the right to require underground installation of utilities. Service Company shall bear all expenses incurred in connection with the installation and continued service by the appropriate power company or other source of electric power. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, or negotiation of documents or for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Well or Sewage Treatment Plant Site, including but not limited to the placement of poles, transistors, electrical lines and other necessary installations.

13. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive ingress and egress to the Well and Sewage Treatment Plant Sites during the period of time this Lease remains in force and subject to the limitations of this Section. Service Company's nonexclusive right of ingress and egress may be exercised only during the times and solely for the purposes set forth in this Lease. If county or state roads provide reasonable means of ingress and egress to the Well or Sewage Treatment Plant Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads other than county or state roads, Service Company shall so notify Owner, and Owner shall specify existing roads or ways for ingress and egress to be used by Service Company. Owner shall make reasonable efforts to specify roads or ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease without undue interference, but Owner shall have no affirmative obligations to improve, maintain, or

repair any such road for use by Service Company. In specifying roads for ingress and egress, Owner shall from time to time instruct Service Company as to specific gates to be used and procedures for locking and unlocking gates. Service Company agrees to comply with such instructions of Owner. Service Company shall be solely responsible for security on all gates used by Service Company for ingress and egress. Any roads or accessways used by Service Company shall be used by Service Company at its own risk and shall be maintained by Service Company so as to permit continued safe vehicular passage and shall be left in a condition at least as good as originally found by Service Company at the commencement of this Lease. Owner agrees that, in the event Owner leases additional Well and Sewage Treatment Plant Sites to Service Company, Owner shall grant to Service Company such additional easements as may be necessary to provide ingress and egress to such additional Well or Sewage Treatment Plant Sites.

14. LOCKS, GATES, FENCES.

Service Company shall place no new locks on Owner's gates without the prior consent of Owner. If Owner permits Service Company to place locks on its gates, the locks shall be clearly identified to Owner and placed so that they will not prohibit access by others who have locks on the gates. Service Company shall give keys only to authorized employees.

Service Company agrees that it shall immediately close and securely fasten gates or gaps in fences that are opened by Service Company or observed open, whether or not such were opened by someone else. No new gaps or gates shall be made in any fence without the prior consent of Owner.

Service Company shall in no way tamper with, alter, or modify any of Owner's existing fences or cattle or wildlife control equipment or devices without the prior consent of Owner. In the event any fences require repair due to the negligence or other activities of Service Company, Owner shall make such repairs and Service Company shall indemnify Owner for the costs of such repair.

15. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on any of Owner's lands, nor shall the Service Company take, remove, disturb, or otherwise molest any standing timber on owner's lands without the prior consent of owner. Service Company covenants that Service Company will hold Owner harmless from all damage caused by Service Company or its agents or employees to such livestock, wildlife, or timber and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on any of Owner's lands by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on any of Owner's lands. Service Company will at no time cause any fires to be set on any of Owner's lands, except for the purposes of disposing of debris and only with the prior written consent of Owner. If Owner grants consent, Service Company shall be solely responsible for obtaining the necessary and required permits and for all expenses related thereto. If any employees, agents, or subcontractors of Service Company shall violate the provisions of this paragraph, Owner shall be entitled to require that such person or persons be prohibited from subsequently coming onto Owner's lands. Should Service

Company fail to exercise reasonable measures to prevent such person or persons from subsequently coming onto Owner's lands, such act shall be deemed a default hereunder.

16. INSPECTION BY OWNER.

Owner or Owner's agent may at any time enter upon any Well or Sewage Treatment Plant Site to view the condition thereof and to observe Service Company's operations thereon.

17. REAL ESTATE, PERSONAL PROPERTY AND INTANGIBLE TAXES.

Service Company shall pay all real estate, personal property, and intangible taxes, and all increases in real estate taxes on the Well and Sewage Treatment Plant Sites, Well Production Facilities and Sewage Treatment Facilities accruing during the time that this Lease remains in force, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Well or Sewage Treatment Plant Sites (which in order to do, Service Company shall first obtain the written consent of Owner, except for those installations expressly permitted by Owner under this Lease or in the Agreement), whether actual payment of such taxes is made during the term of this Lease or thereafter. If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, then the parties shall make appropriate adjustments or prorations. Additionally, Owner and Service Company acknowledge and agree that the taxes imposed upon the Property and/or Well Production Facilities or Sewage Treatment Facilities and other taxes shall be computed and based on the most recently available valuations, millages, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

18. OTHER TAXES.

Service Company shall pay all sales taxes, if any, license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

19. INSURANCE.

Service Company shall obtain insurance for both liability and property and Well Production Facilities and Sewage Treatment Facilities at all times during the term of this Lease, and in amounts sufficient to cover all reasonable damage or claims to the property or by third persons and shall specifically name the Owner as co-insured with Service Company. Service Company shall obtain such insurance at its sole cost and expense and shall be fully responsible for all payments and renewals related to such policies.

20. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees

and costs incurred by Owner, arising out of Service Company's negligence in the use or occupancy or operation of any Well or Sewage Treatment Site, Well Site Production Facility, Sewage Treatment Facility, or any Service Company's activities on or about any Well or Sewage Treatment Site. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of Service Company's violation of any law, ordinance, or governmental regulation applicable to Service Company's use or occupancy of any Well or Sewage Treatment Site or Service Company's activities on or about any Well or Sewage Treatment Site, or other of Owner's lands.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under the lease of any Well or Sewage Treatment Site, Well Site Production Facility, Sewage Treatment Facility, or Owner's activities on or about any Well or Sewage Treatment Site. Owner's duty to indemnify shall also include indemnification from and against any fine, penalty, liability, or cost arising out of Owner's violation of any law, ordinance, or governmental regulation applicable to Owner's use or occupancy of any Well or Sewage Treatment Site or Owner's activities on or about any Well or Sewage Treatment Site.

C. "Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

21. DEFAULT.

The occurrence of one or more of the following is an event of default by Service Company: the failure of Service Company to perform any obligation for the payment of money within 15 days after the time within which the payment is to be made as provided in the section of this Lease creating the obligation; the failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, and the failure continues beyond a reasonable period of time for curing such failure to perform, after written notice thereof from Owner to Service Company, except that any breach by Service Company of the obligations set forth in Section 15 shall be deemed a default hereunder without any notice, grace, or curative period; proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing; assignment of Service Company's property for the benefit of creditors is made; a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Service Company; Service Company's interest in the Well or Sewage Treatment Sites, Well or Sewage Treatment Site Production

Facilities, or under this Lease or the Agreement is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; Service Company abandons the Property; or Service Company defaults under this Agreement.

If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default. Any default of Owner under the Agreement shall be deemed a default hereunder.

Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

22. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder. Any assignment, pledge or encumbrance of Service Company's stock shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease.

23. RECORDING.

Neither Owner nor Service Company shall record this Lease without prior written consent of the other, which consent shall not be unreasonably withheld.

24. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given by manual delivery, telegraph, or mail addressed as provided below. For the purpose of this Lease, the addresses of the parties are:

Owner:

Mooney Family LLC
6384 Lake Leelanau Dr
Traverse City, MI 49684

Service Company:

TBBT Utility LLC
6384 Lake Leelanau Dr
Traverse City, MI 49684

Notice given by telegraph shall be deemed received when filed for transmission with an authorized dispatching office of the telegraph company in the United States, charges prepaid. Notice given by certified mail shall be deemed received when deposited in the United States mails, postage prepaid. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received

by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

25. BINDING EFFECT OF LEASE.

This Lease shall be binding upon and shall inure to the benefit of Owner, Service Company, and their respective assigns and successors by merger, consolidation, conveyance, or otherwise, subject to the limiting terms of this Lease.

26. DOCUMENTATION.

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

27. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

28. EFFECTIVE DATE.

This Lease shall become effective and binding upon Owner and Service Company at the time of execution by both parties.

29. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

30. CONFLICT WITH THE AGREEMENT.

In the event of any conflict between the terms of this Lease and terms of the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Signed, Sealed and Delivered
in the Presence of:

Mooney Family, LLC

By: _____
"Owner"- Terrie M. Hall, Member

TBBT Utility LLC

By: _____
"Service Company"- _____, Member

Shadowlawn\lease.agr

TBBT UTILITY LLC

EXHIBIT D

WATER TARIFF

TBBT UTILITY LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

TBBT UTILITY LLC
NAME OF COMPANY

9414 Lorendale Circle

Springhill, Florida 34608
(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

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WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

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NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDHardee CountyIN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY,
FLORIDA;

SECTION 1:

The West $\frac{1}{2}$
 The West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$
 The North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$
 The North $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$
 The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$
 The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$
 The North $\frac{1}{4}$ of the NE $\frac{1}{4}$ LESS the North 300.00 feet of the
 East 435.60 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.

SECTION 2:

The NE $\frac{1}{4}$, LESS the West 264 feet of the North 1,280.4 feet
 of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$
 The East $\frac{1}{2}$ of the NW $\frac{1}{4}$
 The East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$
 The part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying south of
 a ditch centerline, which ditch centerline begins on the west
 boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ to a point
 lying 496.75 feet (measured along said west boundary) north of
 the southwest corner thereof and runs easterly to the east
 boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ at a point
 lying 517.76 feet (measured along said east boundary) north of
 the southwest corner thereof.
 The South $\frac{1}{2}$

SECTION 3: The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; LESS East 30 feet thereof

SECTION 11:

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$
 The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$
 The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ LESS and except the following two
 parcels:

Commence at the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and run
 thence West along the South line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ a
 distance of 465 feet to P.O.B.; continue thence West along said
 south line a distance of 150 feet; thence run North,
 perpendicular to said South line, a distance of 125 feet; run
 thence East and parallel with said South line a distance of 150
 feet; run thence South, perpendicular to said South line a
 distance of 125 feet to P.O.B.

AND

Commence at the SE corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and run
 thence West along the South line of said NE $\frac{1}{4}$, a distance of
 804.44 feet to P.O.B.; continue thence West along said South
 line, 220 feet; thence run North perpendicular to said South line
 a distance of 345 feet; run thence East and parallel with said
 South line a distance of 220 feet; run thence South
 perpendicular to said South line, a distance of 345 feet to
 P.O.B.; LESS East 30 feet for road right-of-way.

SECTION 12: The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ LESS the following parcel:
 Begin at the SE corner of East $\frac{1}{2}$ of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
 said Section 12; run thence West along the South boundary of
 said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 417.5 feet; run thence North
 along a line parallel to the East boundary line of said NW $\frac{1}{4}$ of
 NW $\frac{1}{4}$ a distance of 417.5 feet; run thence East along a line
 parallel to the South boundary line of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ a
 distance of 417.5 feet to the East boundary line of said NW $\frac{1}{4}$
 of NW $\frac{1}{4}$; run thence South along the East boundary line of said
 NW $\frac{1}{4}$ of NW $\frac{1}{4}$ to P.O.B.

LESS THE FOLLOWING FOUR PARCELS:

A portion of Sections 1 and 12, Township 33 South, Range 24
 East, Hardee County, Florida, described as follows:

Commence at the northwest corner of said Section 12; thence
 South 00°06'42" East along the west line of the northwest
 quarter of the northwest quarter of said Section 12 a distance
 of 413.05 feet to the POINT OF BEGINNING; thence South
 89°56'23" East a distance of 502.43 feet; thence North
 00°14'38" West a distance of 188.48 feet; thence North 15°34'18"
 East a distance of 167.40 feet; thence North 34°34'37" East a
 distance of 159.51 feet; thence South 89°15'00" East a distance
 of 100.67 feet; thence South 03°11'11" East a distance of 151.48
 feet; thence North 89°44'56" East a distance of 489.56 feet;
 thence North 01°27'10" West a distance of 142.03 feet; thence
 North 84°06'34" East a distance of 86.64 feet to the east line
 of the southwest quarter of the southwest quarter of said
 Section 1; thence South 00°15'09" East along said east line of
 the southwest quarter of the southwest quarter a distance of
 75.28 feet to the northeast corner of the northwest quarter of
 the northwest quarter of said Section 12; thence South
 00°05'09" East along the east line of said northwest quarter of
 the northwest quarter a distance of 908.20 feet to the north

(Continued to Sheet No. 3.2)

Terrie Hall
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NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (CONT.)

line of the South 417.50 feet of said northwest quarter of the northwest quarter; thence North 89°39'27" West along said north line of the South 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the west line of the East 417.50 feet of said northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the south line of said northwest quarter of the northwest quarter; thence North 89°39'27" West (erroneously referred as "thence North 89°39'27" West?" in Deed recorded in OR Book 530, Page 41, public records of Hardee County, Florida) along said south line of the northwest quarter of the northwest quarter a distance of 901.36 feet to the southwest corner of said northwest quarter of the northwest quarter; thence North 00°06'42" West along the west line of said northwest quarter of the northwest quarter a distance of 912.10 feet to the POINT OF BEGINNING. Less and Except the West 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the northeast corner of said Section 11; thence South 00°06'42" East along the east line of the northeast quarter of the northeast quarter of said Section 11 a distance of 221.80 feet to the POINT OF BEGINNING; thence continue South 00°06'42" East along said east line of the northeast quarter of the northeast quarter a distance of 1103.35 feet to the southeast corner of said northeast quarter of the northeast quarter; thence South 89°46'25" West along the south line of said northeast quarter of the northeast quarter a distance of 465.00 feet to the east line of the West 150.00 feet of the East 615.00 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 150.00 feet of the East 615.00 feet of the northeast quarter of the northeast quarter a distance of 125.00 feet to the north line of the South 125.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 125.00 feet of the northeast quarter of the northeast quarter a distance of 150.00 feet to the west line of the East 615.00 feet of said northeast quarter of the northeast quarter; thence South 00°06'42" East along

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the southeast corner of the northeast quarter of the northwest quarter of said Section 11; thence South 89°47'40" West along the south line of said northeast quarter of the northwest quarter a distance 633.48 feet to the POINT OF BEGINNING; thence continue South 89°47'40" West along said south line of the northeast quarter of the northwest quarter a distance of 683.11 feet; thence North 00°23'52" East a distance of 388.36 feet; thence South 88°13'58" East a distance of 519.38 feet; thence South 65°08'30" East a distance of 179.99 feet; thence South 00°23'52" West a distance of 294.23 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

AND ALSO LESS AND EXCEPT THE FOLLOWING PARCELS OF LAND: IN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY, FLORIDA

SECTION 1:

The south 30.00 feet of the N $\frac{3}{4}$ of the W $\frac{1}{2}$.
The north 30.00 feet of the S $\frac{1}{4}$ of the W $\frac{1}{2}$.
The west 30.00 feet of the S $\frac{1}{4}$ of the W $\frac{1}{2}$, LESS, the north 30.00 feet thereof.

The north 30.00 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
The south 30.00 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

SECTION 2:

A strip of land 60.00 feet in width the centerline of which being the centerline of the pavement (as it exists on January 1, 1995), for "Payne Creek Road", said road running generally north-south through the center of the N $\frac{1}{2}$ of the E $\frac{1}{2}$, LESS, any part thereof lying within the north 1280.40 feet of the west 264.00 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, which is intended to be those lands owned by Paynes Creek Primitive Baptist Church and Cemetery, AND LESS any part thereof lying in the south 30.00 feet of the N of said Section 2.

The south 30.00 feet of the N $\frac{1}{2}$.
The north 30.00 feet of the S $\frac{1}{4}$.
The west 30.00 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

said west line of the East 615.00 feet of the northeast quarter of the northeast quarter a distance of 125.00 feet to said south line of the northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter of the northeast quarter a distance of 189.44 feet to the east line of the West 220.00 feet of the East 1024.44 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 220.00 feet of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the north line of the South 345.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 345.00 feet of the northeast quarter of the northeast quarter to the west line of the East 1024.44 feet of said northeast quarter of the northeast quarter a distance of 220.00 feet; thence South 00°06'42" East along said west line of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the south line of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter and along the south line of the northwest quarter of the northeast quarter of said Section 11 a distance of 472.60 feet; thence North 01°46'42" West a distance of 303.50 feet; thence North 39°22'58" East a distance 631.14 feet; thence North 88°50'31" East a distance of 598.11 feet; thence North 58°52'14" East a distance of 591.97 feet to the POINT OF BEGINNING. Less and Except the East 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Begin at the southwest corner of the northwest quarter of the northeast quarter of said Section 11; thence North 00°04'32" West along the west line of said northwest quarter of the northeast quarter a distance of 364.77 feet; thence South 89°33'47" East a distance of 380.57 feet; thence South 45°55'53" East a distance of 49.70 feet; thence South 00°04'32" East a distance of 325.66 feet to the south line of said northwest quarter of the northeast quarter; thence South 89°46'25" West along said South line of the northwest quarter of the northeast quarter a distance of 416.22 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

The west 30.00 feet of the following described parcel:

That part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying south of a ditch centerline, which ditch centerline begins on the west boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ at a point lying 496.75 feet (measured along said west boundary) north of the southwest corner thereof and runs easterly to the east boundary of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ at a point lying 517.76 feet (measured along said east boundary) north of the southeast corner thereof.

The east 30.00 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

SECTION 3:

The east 30.00 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

SECTION 11:

The east 30.00 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; subject to the right-of-way for County Road 664 along the south side thereof.

SECTION 12:

The west 30.00 feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; subject to the right-of-way for County Road 664 along the south side thereof.

Terrie Hall
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NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

(Continued from Sheet No. 3.2)

Polk County**LEGAL DESCRIPTION:**

That part of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East, and that part of the East Half of Section 32, Township 31 South, Range 25 East, all lying and being in Polk County, Florida and described as follows:

Begin at the Northeast corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence South $00^{\circ}05'18''$ East along the east line of said West Half of the Southwest Quarter a distance of 2633.14 feet to the southeast corner of said West Half of the Southwest Quarter; thence South $89^{\circ}53'39''$ West along the south line of said West Half of the Southwest Quarter a distance of 870.00 feet; thence North $00^{\circ}04'54''$ West a distance of 782.41 feet; thence South $89^{\circ}53'39''$ West a distance of 680.22 feet; thence North $34^{\circ}40'23''$ West a distance of 677.93 feet; thence North $30^{\circ}23'49''$ West a distance of 1538.00 feet to a line 35 feet north of and parallel with the south line of the Northeast Quarter of said Section 32, Township 31 South, Range 25 East; thence North $89^{\circ}53'49''$ East along said parallel line a distance of 727.27 feet to the east line of the West Half of the East Half of the Northeast Quarter of Section 32; thence South $00^{\circ}05'16''$ East along said east line of the West Half of said East Half of the Northeast Quarter a distance of 35.00 feet to the southeast corner of said West Half of said East Half of the Northeast Quarter; thence North $89^{\circ}53'49''$ East along the south line of the East Half of the East Half of the Northeast Quarter a distance of 682.90 feet to the northwest corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence North $89^{\circ}54'55''$ East along the north line of said West Half of the Southwest Quarter a distance of 1320.94 feet to the Point of Beginning.

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COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
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WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is TBBT UTILITY LLC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

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(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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INDEX OF RULES AND REGULATIONS

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WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

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WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

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(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

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WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or splices are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the Customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 7.93
1"	19.83
1 1/2"	39.65
2"	63.44
3"	126.88
4"	198.25
6"	396.50
8"	634.40

Gallonge Charge Per 1,000 Gallons	\$ 1.52
--------------------------------------	---------

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$7.93
Gallonage Charge Per 1,000 Gallons First 5,000 Gallons	\$1.52
Over 5,000 Gallons (Maximum of 10,000 Gallons)	\$1.78

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER
Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

RECLAIMED WATER SERVICE

RATE SCHEDULE

AVAILABILITY - Available by special contract to areas within the certificated service territory of Service Company.

APPLICABILITY - To the extent of its capacity and wastewater flows, the Utility shall provide irrigation quality water using treated wastewater effluent.

LIMITATIONS - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

BILLING PERIOD -

Residential

Gallonge charge per 1,000 gallons \$0.25

General

Gallonge charge per 1,000 gallons \$0.25

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	2 Times Average Bill	2 Times Average Bill
1"	2 Times Average Bill	2 Times Average Bill
1 1/2"	2 Times Average Bill	2 Times Average Bill
Over 2"	2 Times Average Bill	2 Times Average Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of July each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

DELINQUENT PAYMENT CHARGE - This charge is levied for any customer paying their bill 20 days after the date of billing. \$6.00

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>30.00</u>	\$ <u>40.00</u>
Normal Reconnection Fee	\$ <u>30.00</u>	\$ <u>40.00</u>
Violation Reconnection Fee	\$ <u>30.00</u>	\$ <u>40.00</u>
Premises Visit Fee	\$ <u>30.00</u>	\$ <u>40.00</u>

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

Refer to Service
Availability Policy
Sheet No./Rule No.

<u>Description</u>	<u>Amount</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" x 3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$ ¹
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service	\$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$ ¹
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (__ GPD)	\$
All others-per gallon/month	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (__ GPD)	\$
All others-per gallon/month	\$
<u>Inspection Fee</u>	\$ ¹
<u>Main Extension Charge</u>	
Residential-per ERC (350 GPD)	\$179.00
All others-per gallon	\$
or	
Residential-per lot (__ foot frontage)	\$
All others-per front foot	\$
<u>Meter Installation Fee</u>	
5/8" x 3/4"	\$300.00
1"	\$Actual Cost
1 1/2"	\$Actual Cost
2"	\$Actual Cost
Over 2"	\$ ¹ Actual Cost
<u>Plan Review Charge</u>	\$ ¹
<u>Plant Capacity Charge</u>	
Residential-per ERC (350 GPD)	\$
All others-per gallon	\$
<u>System Capacity Charge</u>	
Residential-per ERC (350 GPD)	\$84.00
All others-per gallon	\$

¹Actual Cost is equal to the total cost incurred for services rendered by a Customer.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

INDEX OF STANDARD FORMS

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APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	24.0

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Service Company will invest in all off site facilities and will impose a main extension charge and a plant capacity charge as outlined in this tariff.

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

TBBT UTILITY LLC
Sample Tariffs

EXHIBIT E

WASTEWATER TARIFF

TBBT UTILITY LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

TBBT UTILITY LLC
NAME OF COMPANY

9414 Lorendale Circle

Springhill, Florida 34608
(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

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Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

Terrie Hall
ISSUING OFFICER
Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBTT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDHardee CountyIN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY,
FLORIDA;

SECTION 1:

The West ½

The West ½ of the SW ¼ of the NE ¼

The North ½ of the NE ¼ of the SW ¼ of the NE ¼

The North ¼ of the SE ¼ of the NE ¼

The NW ¼ of the SE ¼

The NE ¼ of the SW ¼ of the SE ¼

The North ½ of the NE ¼ LESS the North 300.00 feet of the
East 435.60 feet of the NE ¼ of the NE ¼.

SECTION 2:

The NE ¼, LESS the West 264 feet of the North 1,280.4 feet
of the East ½ of the NE ¼

The East ½ of the NW ¼

The East ½ of the SW ¼ of the NW ¼

The part of the SW ¼ of the SW ¼ of the NW ¼ lying south of
a ditch centerline, which ditch centerline begins on the west
boundary of said SW ¼ of the SW ¼ of the NW ¼ to a point
lying 496.75 feet (measured along said west boundary) north of
the southwest corner thereof and runs easterly to the east
boundary of said SW ¼ of the SW ¼ of the NW ¼ at a point
lying 517.76 feet (measured along said east boundary) north of
the southwest corner thereof.

The South ½

SECTION 3: The NE ¼ of the SE ¼; LESS East 30 feet thereof

SECTION 11:

The NE ¼ of the NW ¼

The NW ¼ of the NE ¼

The NE ¼ of the NE ¼ LESS and except the following two
parcels:Commence at the SE corner of the NE ¼ of the NE ¼ and run
thence West along the South line of said NE ¼ of the NE ¼ a
distance of 465 feet to P.O.B.; continue thence West along said
south line a distance of 150 feet; thence run North,
perpendicular to said South line, a distance of 125 feet; run
thence East and parallel with said South line a distance of 150
feet; run thence South, perpendicular to said South line a
distance of 125 feet to P.O.B.

AND

Commence at the SE corner of said NE ¼ of the NE ¼ and run
thence West along the South line of said NE ¼, a distance of
804.44 feet to P.O.B.; continue thence West along said South
line, 220 feet; thence run North perpendicular to said South line
a distance of 345 feet; run thence East and parallel with said
South line a distance of 220 feet; run thence South
perpendicular to said South line, a distance of 345 feet to
P.O.B.; LESS East 30 feet for road right-of-way.SECTION 12: The NW ¼ of the NW ¼ LESS the following parcel:
Begin at the SE corner of East ½ of said NW ¼ of the NW ¼ of
said Section 12; run thence West along the South boundary of
said NW ¼ of NW ¼ a distance of 417.5 feet; run thence North
along a line parallel to the East boundary line of said NW ¼ of
NW ¼ a distance of 417.5 feet; run thence East along a line
parallel to the South boundary line of said NW ¼ of NW ¼ a
distance of 417.5 feet to the East boundary line of said NW ¼
of NW ¼; run thence South along the East boundary line of said
NW ¼ of NW ¼ to P.O.B.

LESS THE FOLLOWING FOUR PARCELS:

A portion of Sections 1 and 12, Township 33 South, Range 24
East, Hardee County, Florida, described as follows:Commence at the northwest corner of said Section 12; thence
South 00°06'42" East along the west line of the northwest
quarter of the northwest quarter of said Section 12 a distance
of 413.05 feet to the POINT OF BEGINNING; thence South
89°56'23" East a distance of 502.43 feet; thence North
00°14'38" West a distance of 188.48 feet; thence North 15°34'18"
East a distance of 167.40 feet; thence North 34°34'37" East a
distance of 159.51 feet; thence South 89°15'00" East a distance
of 100.67 feet; thence South 03°11'11" East a distance of 151.48
feet; thence North 89°44'56" East a distance of 489.56 feet;
thence North 01°27'10" West a distance of 142.03 feet; thence
North 84°06'34" East a distance of 86.64 feet to the east line
of the southwest quarter of the southwest quarter of said
Section 1; thence South 00°15'09" East along said east line of
the southwest quarter of the southwest quarter a distance of
75.28 feet to the northeast corner of the northwest quarter of
the northwest quarter of said Section 12; thence South
00°05'09" East along the east line of said northwest quarter of
the northwest quarter a distance of 908.20 feet to the north

(Continued to Sheet No. 3.2)

Terrie Hall
ISSUING OFFICERManaging Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (CONT.)

line of the South 417.50 feet of said northwest quarter of the northwest quarter; thence North 89°39'27" West along said north line of the South 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the west line of the East 417.50 feet of said northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the south line of said northwest quarter of the northwest quarter; thence North 89°39'27" West (erroneously referred as "thence North 89°39'27" West?" in Deed recorded in OR Book 530, Page 41, public records of Hardee County, Florida) along said south line of the northwest quarter of the northwest quarter a distance of 901.36 feet to the southwest corner of said northwest quarter of the northwest quarter; thence North 00°06'42" West along the west line of said northwest quarter of the northwest quarter a distance of 912.10 feet to the POINT OF BEGINNING. Less and Except the West 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the northeast corner of said Section 11; thence South 00°06'42" East along the east line of the northeast quarter of the northeast quarter of said Section 11 a distance of 221.80 feet to the POINT OF BEGINNING; thence continue South 00°06'42" East along said east line of the northeast quarter of the northeast quarter a distance of 1103.35 feet to the southeast corner of said northeast quarter of the northeast quarter; thence South 89°46'25" West along the south line of said northeast quarter of the northeast quarter a distance of 465.00 feet to the east line of the West 150.00 feet of the East 615.00 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 150.00 feet of the East 615.00 feet of the northeast quarter of the northeast quarter a distance of 125.00 feet to the north line of the South 125.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 125.00 feet of the northeast quarter of the northeast quarter a distance of 150.00 feet to the west line of the East 615.00 feet of said northeast quarter of the northeast quarter; thence South 00°06'42" East along

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the southeast corner of the northeast quarter of the northwest quarter of said Section 11; thence South 89°47'40" West along the south line of said northeast quarter of the northwest quarter a distance 633.48 feet to the POINT OF BEGINNING; thence continue South 89°47'40" West along said south line of the northeast quarter of the northwest quarter a distance of 683.11 feet; thence North 00°23'52" East a distance of 388.36 feet; thence South 88°13'58" East a distance of 519.38 feet; thence South 65°08'30" East a distance of 179.99 feet; thence South 00°23'52" West a distance of 294.23 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

AND ALSO LESS AND EXCEPT THE FOLLOWING PARCELS OF LAND: IN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY, FLORIDA

SECTION 1:

The south 30.00 feet of the N 3/4 of the W 1/2.
The north 30.00 feet of the S 1/4 of the W 1/2.
The west 30.00 feet of the S 1/4 of the W 1/2, LESS, the north 30.00 feet thereof.
The north 30.00 feet of the NE 1/4 of the SW 1/4 of the SE 1/4.
The south 30.00 feet of the NW 1/4 of the SE 1/4.

SECTION 2:

A strip of land 60.00 feet in width the centerline of which being the centerline of the pavement (as it exists on January 1, 1995), for "Payne Creek Road", said road running generally north-south through the center of the N 1/4 of the E 1/2. LESS, any part thereof lying within the north 1280.40 feet of the west 264.00 feet of the NE 1/4 of the NE 1/4, which is intended to be those lands owned by Paynes Creek Primitive Baptist Church and Cemetery, AND LESS any part thereof lying in the south 30.00 feet of the N of said Section 2.

The south 30.00 feet of the N 1/4.
The north 30.00 feet of the S 1/4.
The west 30.00 feet of the NW 1/4 of the SW 1/4.

said west line of the East 615.00 feet of the northeast quarter of the northeast quarter a distance of 125.00 feet to said south line of the northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter of the northeast quarter a distance of 189.44 feet to the east line of the West 220.00 feet of the East 1024.44 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 220.00 feet of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the north line of the South 345.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 345.00 feet of the northeast quarter of the northeast quarter to the west line of the East 1024.44 feet of said northeast quarter of the northeast quarter a distance of 220.00 feet; thence South 00°06'42" East along said west line of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the south line of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter of the northeast quarter and along the south line of the northwest quarter of the northeast quarter of said Section 11 a distance of 472.60 feet; thence North 01°46'42" West a distance of 303.50 feet; thence North 39°22'58" East a distance 631.14 feet; thence North 88°50'31" East a distance of 598.11 feet; thence North 58°52'14" East a distance of 591.97 feet to the POINT OF BEGINNING.

Less and Except the East 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Begin at the southwest corner of the northwest quarter of the northeast quarter of said Section 11; thence North 00°04'32" West along the west line of said northwest quarter of the northeast quarter a distance of 364.77 feet; thence South 89°33'47" East a distance of 380.57 feet; thence South 45°55'53" East a distance of 49.70 feet; thence South 00°04'32" East a distance of 325.66 feet to the south line of said northwest quarter of the northeast quarter; thence South 89°46'25" West along said South line of the northwest quarter of the northeast quarter a distance of 416.22 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

The west 30.00 feet of the following described parcel:

That part of the SW 1/4 of the SW 1/4 of the NW 1/4 lying south of a ditch centerline, which ditch centerline begins on the west boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 at a point lying 496.75 feet (measured along said west boundary) north of the southwest corner thereof and runs easterly to the east boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 at a point lying 517.76 feet (measured along said east boundary) north of the southeast corner thereof.

The east 30.00 feet of the SE 1/4 of the SE 1/4.

SECTION 3:

The east 30.00 feet of the NE 1/4 of the SE 1/4.

SECTION 11:

The east 30.00 feet of the NE 1/4 of the NE 1/4; subject to the right-of-way for County Road 664 along the south side thereof.

SECTION 12:

The west 30.00 feet of the NW 1/4 of the NW 1/4; subject to the right-of-way for County Road 664 along the south side thereof.

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

Polk County**LEGAL DESCRIPTION:**

That part of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East, and that part of the East Half of Section 32, Township 31 South, Range 25 East, all lying and being in Polk County, Florida and described as follows:

Begin at the Northeast corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence South $00^{\circ}05'18''$ East along the east line of said West Half of the Southwest Quarter a distance of 2633.14 feet to the southeast corner of said West Half of the Southwest Quarter; thence South $89^{\circ}53'39''$ West along the south line of said West Half of the Southwest Quarter a distance of 870.00 feet; thence North $00^{\circ}04'54''$ West a distance of 782.41 feet; thence South $89^{\circ}53'39''$ West a distance of 680.22 feet; thence North $34^{\circ}40'23''$ West a distance of 677.93 feet; thence North $30^{\circ}23'49''$ West a distance of 1538.00 feet to a line 35 feet north of and parallel with the south line of the Northeast Quarter of said Section 32, Township 31 South, Range 25 East; thence North $89^{\circ}53'49''$ East along said parallel line a distance of 727.27 feet to the east line of the West Half of the East Half of the Northeast Quarter of Section 32; thence South $00^{\circ}05'16''$ East along said east line of the West Half of said East Half of the Northeast Quarter a distance of 35.00 feet to the southeast corner of said West Half of said East Half of the Northeast Quarter; thence North $89^{\circ}53'49''$ East along the south line of the East Half of the East Half of the Northeast Quarter a distance of 662.90 feet to the northwest corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence North $89^{\circ}54'55''$ East along the north line of said West Half of the Southwest Quarter a distance of 1320.94 feet to the Point of Beginning.

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
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Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is TBBT UTILITY LLC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Terrie Hall
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Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Applications	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
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Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
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Refusal or Discontinuance of Service	7.0	5.0

(Continued to Sheet No. 6.1)

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

Terrie Hall
ISSUING OFFICER
Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

Terrie Hall
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Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

Terrie Hall
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Managing Member
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NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 29.88
1"	74.70
1 1/2"	149.40
2"	239.04
3"	478.08
4"	747.00
6"	1,494.00
8"	2,390.40

Gallage Charge
Per 1,000 Gallons \$ 6.66

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING - Original Certificate

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TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$29.88

Gallage Charge Per 1,000 Gallons (Maximum of 10,000 Gallons)	\$ 5.55
--	---------

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

RECLAIMED WATER SERVICE

RATE SCHEDULE

AVAILABILITY - Available by special contract to areas within the certificated service territory of Service Company.

APPLICABILITY - To the extent of its capacity and wastewater flows, the Utility shall provide irrigation quality water using treated wastewater effluent.

LIMITATIONS - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

BILLING PERIOD -

Residential

Gallage charge per 1,000 gallons \$0.25

General

Gallage charge per 1,000 gallons \$0.25

Terrie Hall
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Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	2 Times Average Bill	2 Times Average Bill
1"	2 Times Average Bill	2 Times Average Bill
1 1/2"	2 Times Average Bill	2 Times Average Bill
Over 2"	2 Times Average Bill	2 Times Average Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month o July each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Terrie Hall
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Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

DELINQUENT PAYMENT CHARGE - This charge is levied for any customer paying their bill 20 days after the date of billing. \$6.00

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>30.00</u>	\$ <u>40.00</u>
Normal Reconnection Fee	\$ <u>30.00</u>	\$ <u>40.00</u>
Violation Reconnection Fee	\$ <u>30.00</u>	\$ <u>40.00</u>
Premises Visit Fee	\$ <u>30.00</u>	\$ <u>40.00</u>

EFFECTIVE DATE

TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u> <u>NO.</u>	<u>REFER TO SERVICE</u> <u>AVAIL. POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$ ¹	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
Inspection Fee	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (350 GPD)	\$ 225.00	
All others-per gallon	\$	
or		
Residential-per lot (__foot frontage)	\$	
All others-per front foot	\$	
Plan Review Charge	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (350 GPD)	\$ 535.00	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered by a Customer.

EFFECTIVE DATE -
TYPE OF FILING - Original Certificate

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

Terrie Hall
ISSUING OFFICER
Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____ City _____

State _____ Zip _____

Service Address _____ City _____ State _____

Zip _____

Date service should begin _____

Service requested: Water ____ Wastewater ____ Both ____

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ____ days prior to the date the Customer desires to terminate service.

Signature

Date

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	22.0

Terrie Hall
ISSUING OFFICER
Managing Member
TITLE

NAME OF COMPANY TBBT UTILITY LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The Service Company will invest in all off site facilities and will impose a main extension charge and a plant capacity charge as outlined in this tariff.

Terrie Hall
ISSUING OFFICER

Managing Member
TITLE

TBBT UTILITY LLC
Map

EXHIBIT F

Mooney Family Property Schedule
8/31/2005

Borrowing Entity	Address	Type	Annual Income	Annual Expense w/o Debt and Dep	Ann Debt Service	NOI	Occ	% Owned	Personal Liability	Outstanding Debt	Market Value	
4th Street LLC	Sears, Lansing Mi	retail	\$323,770.00	\$0.00	\$363,362.00	323,770.00	100%	100.00%	yes	\$3,943,999.45	\$4,625,285.71	Irwin Union
Mooney Family LLC	Denny's Lansing	rest	\$95,018.90	\$0.00	\$51,729.60	95,018.90	100%	100.00%	yes	\$430,778.03	\$1,187,736.25	Irwin Union
Mooney Family LLC	Bowling Green, FL 573 acres@ \$12000	land	\$0.00		\$0.00			100.00%		\$0.00	\$6,876,000.00	
Mooney Family LLC	Northway	land	\$0.00	\$2,000.00	\$11,467.80	0.00		50.00%	no	\$38,654.45	\$75,000.00	LC
Shadowlawn LLC	2 Lots Cape Coral	land	\$0.00	\$10,404.29	\$37,200.00			100.00%	yes	\$512,000.00	\$500,000.00	Comerica
Shadowlawn LLC	3 Lots Loudon Tn	land		\$1,000.00				100.00%	yes	\$0.00	\$240,000.00	
Shadowlawn LLC	Land Bowling Green, FL 621 Acres @ \$12000	land	\$0.00	\$0.00	\$0.00			100.00%		\$0.00	\$7,452,000.00	
Mooney Oil	7200 W. Saginaw	office	\$117,562.93	\$59,578.75	\$38,676.00	81,837.54	100%	100.00%	yes	\$320,169.60	\$1,022,969.25	Irwin Union
Mooney Holdings Co	Northway	land	\$0.00	\$2,000.00	\$11,467.80			50.00%	no	\$38,654.45	\$75,000.00	
Mooney Holdings Co	255 Brown Street	office	\$2,122,853.33	\$138,918.00	\$610,404.00	1,983,935.33	99%	100.00%	no	\$11,360,000.00	\$15,828,000.00	GMAC
Total			\$2,659,205.16	\$213,901.04	\$1,124,307.20	2,484,561.77				\$16,644,255.97	\$37,881,991.21	

116061

AFFIDAVIT

I, Terrie M. Hall, am the Managing Member of TBBT Water Company, LLC and Har-Lee, LLC. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that those entities and I individually will provide or assist TBBT Utility LLC in securing necessary funding to meet all reasonable capital needs and any operating deficits of the Utility, which may arise as the result of the Utility's operation of a certificated water and wastewater Utility in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

Terrie M. Hall

Terrie M. Hall, Managing Member
TBBT Water Company, LLC
Har-Lee, LLC

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 18th day of February, 2008, by Terrie M. Hall, who is personally known to me or who has produced D.L. H400-813-57-844-0 Driver's license as identification.

DARLENE D. HOOD

Print Name _____
Notary Public _____
State of FL at Large
My Commission Expires:



TBBT UTILITY LLC
Letters

EXHIBIT G



ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

10150 HIGHLAND MANOR DRIVE, SUITE 120 • TAMPA, FL 33610 • 813-740-2300 • (FAX) 813-740-0158

January 31, 2008

Robert Stephens
P.O. Box 2175
Mango, Florida 33550-2175 3510

**Subject: Water & Wastewater Treatment Plant Capacities
TBBT Utilities, LLC/ Shadowlawn Site**

Dear Mr. Stephens,

In response to your request for the above-referenced information, I submit the following:

Water Treatment Plant Capacity = 811,663 gallons per day (average) = 3,246 ERCs

Domestic Use Demand: Equivalent Residential Connection (ERC) = 3.5 persons = 100 gallons per day per capita x 2.5 capita per single family residence (mixed uses such as Shopping Center, Office/Light Industrial, EMS/Fire, Community centers, RV Parks, Golf Course Club House, Sporting Fields and pools have different per capita ratios based on square footage, employees, membership and RV vehicles per day) = 575,140 gallons per day = 2,300 ERCs

Irrigation Demand: 811,663 gallons per day (based on 404,260 gallons per day for residential; 36,656 gallons per day commercial; and 370,747 gallons per day for the golf course); it is anticipated that 575,140 gallons per day will be supplied from reuse of the Wastewater Treatment Plant effluent. To meet the total irrigation demand an additional 236,523 gallons per day must be supplied = 946 ERCs

Continuous Load Demand: Some commercial uses require continuous water supply, especially in manufacturing. None is anticipated at this time.

Wastewater Treatment Plant Capacity = 575,140 gallons per day (average) = 2,300 ERCs

Equivalent Residential Connection (ERC) = 3.5 persons = 100 gallons per day per capita x 2.5 capita per single family residence. The Wastewater Treatment Plant should accommodate the anticipated domestic demand for the Water Treatment Plant, 575,140 gallons per day = 2,300 ERCs

Sincerely,

KCI TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read 'R.J. Clanton', is written over the company name.

R.J. "Red" Clanton, P.E., P.S.M.
Civil/Site Development Manager
cc: Darryl Kroeze

KCI TECHNOLOGIES, INC.

www.kci.com

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10401 HIGHLAND MANOR DRIVE, SUITE 120 • TAMPA, FL 33610 • 813-740-2300 • (FAX) 813-740-0158

January 30, 2008

Robert Stephens
PO Box 2175
Mango, FL 33550-21753510

**Subject: Water Treatment Process Description for
TBBT Water/Shadowlawn Site
KCI Project Number 10071408**

Dear Mr. Stephens :

Following is a general description of the water treatment process for the TBBT Water/Shadowlawn project.

Subject to confirmation by potable water supply testing, potable water treatment will be limited to disinfection, and may include fluoridation, if required by regulatory agency or opted by the Owner. A sodium hypochlorite solution disinfection facility for a one MGD water flow rate will consist of a sodium hypochlorite solution day tank, metering pump, flow meter, pump appurtenances, secondary chemical spill containment, a chlorine contact holding tank, building, and site improvements. A fluoride metering pump and appurtenances may also be included.

Treatment facilities, beyond disinfection, are not planned at this time, based on preliminary reports of acceptable water standards from previous well samples. The well is the anticipated source of potable water for the proposed development..

Sincerely,

KCI TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read 'R.J. Clanton', is written over the printed name.

R.J "Red" Clanton, P.E., P.S.M
Civil/Site Development Manager

cc: Darryl Kroeze



ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

10401 HIGHLAND MANOR DRIVE, SUITE 120 • TAMPA, FL 33610 • 813-740-2300 • (FAX) 813-740-0158

January 28, 2008

Robert Stephens
PO Box 2175
Mango, FL 33550-21753510

**Subject: Wastewater Collection & Treatment Process Description for
TBBT Water/ Shadowlawn Site
KCI Project # 10071408**

Dear Mr. Stephens :

Following is a general description of the collection system and treatment process for the TBBT Water/Shadowlawn project.

Collection System:

The confining limerock layer is sufficiently deep to allow construction of a gravity sanitary sewer collection system, augmented with sewage pumping stations and sewer force mains.

Preliminary Treatment :

Wastewater contains varying quantities of floating and suspended solids, some of considerable size. Materials such as rags, wood, metal, plastic rubber, grease balls grit and sand enter the system and eventually reach the treatment plant. The headworks of a wastewater treatment plant typically incorporate flow measurement, mechanical screening, and grit/sand removal systems.

Primary Treatment :

Primary treatment traditionally implies a sedimentation process intended to remove suspended solids. Chemicals may be added to primary clarifiers to assist in removal of finely divided and colloidal solids and to precipitate phosphorus.

Secondary Treatment :

Secondary treatment is employed to remove soluble and colloidal organic matter which remains after primary treatment, and is typically an aerobic biological treatment process in which microorganisms convert soluble organic material into biomass, which is settled and removed in secondary clarifiers.



Disinfection :

Treated wastewater is disinfected to reduce the concentration of pathogens. Chlorine is typically employed to disinfect wastewater. Following introduction of chlorine and rapid, thorough mixing, the wastewater resides in a contact tank to allow time for the chlorine to react with bacteria and other microorganisms, prior to discharge.

Sludge Treatment & Disposal :

Sludge is produced as a result of the primary and secondary treatment processes and is removed from the liquid wastewater by the clarifiers of those processes. The sludge can be conditioned with a variety of processes : biological, chemical and physical, to reduce the quantity of sludge solids and to improve its dewaterability. Digestors, aerobic or anaerobic, may be used, followed by chemical conditioning and mechanical dewatering. After attaining state standards, the solid sludge cake can then be disposed of at a landfill or by land application.

Reuse :

With proper treatment and adequate soils, land disposal by spray irrigation may be employed as a beneficial reuse of treated wastewater. Along with this proposed treatment plant a golf course community with mixed commercial uses is planned, where treated wastewater is proposed to be employed for irrigation of the golf course and other greenspaces.

Please contact the undersigned if you have any comments or questions.

Sincerely,
KCI TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read 'R.J. Clanton', is written over the typed name.

R.J. "Red" Clanton, P.E., P.S.M
Civil/Site Development Manager

CC: Darryl Kroeze

TBBT UTILITY LLC
Cost Study

EXHIBIT H

TBBT Utility, LLC

Special Report

Cost of Service Study

Original Certificate Application

February 15, 2008

TBBT Utility, LLC
Original Certificate Application
Special Report
Cost of Service Study

Index

Schedule <u>No</u>	<u>Page(s)</u>	<u>Description</u>
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A-1	1	Proposed Rates and Service Availability Charges
A-2	2	Proforma Capital Structure when Plant is Operating at 80% of Designed Capacity and Statement Regarding Financing of Utility Operations in the Initial Years of Development
B-1	3	Potable Water System Proforma Rate Base, Rate of Return and Operating Income When Operating at 80% of Designed Capacity
B-2	4	Summary of Potable Water System Utility Plant Cost, Capacities, Accumulated Depreciation and Expense When Operating at 80% of Designed Capacity
B-3	5	Estimated Cost of Potable Water System Utility Plant in Service and Allocation of Contingency, Engineering, Permitting, and AFUDC
B-4	6	Calculation of Allowance for Funds Used During Construction (AFUDC)
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B-7	9-10	Projected Water System Accumulated Amortization of CIAC and Annual Amortization
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C-10	25	Wastewater System Taxes Other Than Income
C-11	26	Wastewater System Calculation of Proposed Rates

TBBT Utility, LLC
Original Certificate Application
Total System
Proposed Rates and Service Availability Charges

Line No.		Potable Water System	Wastewater System	Reuse System
1	<u>Residential</u>			
2	Base Facility Charges:			
3	5/8" x 3/4"	\$ 7.93	\$ 29.88	
4	Gallonge charge per 1,000 gallons			0.25
5	First 5,000 gallons	1.52		
6	Over 5,000 gallons	1.78		
7	(Maximum of 10,000 gallons)		5.55	
8	<u>General Service</u>			
9	Base Facility Charges:			
10	5/8" x 3/4"	7.93	29.88	
11	1"	19.83	74.70	
12	1.5"	39.65	149.40	
13	2"	63.44	239.04	
14	3"	126.88	478.08	
15	4"	198.25	747.00	
16	6"	396.50	1,494.00	
17	8"	634.40	2,390.40	
18	Gallonge charge per 1,000 gallons	1.52	6.66	0.25
19	<u>Service Availability Charges</u>			
20	System Capacity Charge:			
21	Residential per ERC - 350 gpd	<u>\$ 84</u>	<u>\$ 535</u>	
22	Main Extension Charges	<u>\$ 179</u>	<u>\$ 225</u>	
23	Meter Fee:			
24	5/8" x 3/4"	<u>\$ 300</u>	<u>N/A</u>	
25	Over 5/8 x 3/4"	<u>Actual Cost</u>	<u>N/A</u>	

TBBT Utility, LLC
Original Certificate Application
Total System
Proforma Capital Structure and Cost of Capital
When Plant is Operating at 80% of Designed Capacity and
Statement Regarding Financing of Utility Operations

Line No.		Estimated Amount	Percent Ratio	Cost of Each Percent (3)	Weighted Cost
1	Equity (2)	\$ 1,825,882	40%	12.01%	4.80%
2	Debt (2)	<u>2,738,823</u>	<u>60%</u>	7.00%	<u>4.20%</u>
3	Total	<u>\$ 4,564,705</u>	<u>100%</u>		<u>9.00%</u>

4 Notes: (1) Equity contributions or advances from Related Entities will be made as
5 required by the Utility ownership to finance Utility operations in the initial years of
6 development.

7 (2) A Proforma capital structure consisting of 40% equity and 60% debt is
8 proposed in order that the initial rates established in this proceeding will provide
9 adequate financial resources to the Company.

10 (3) The cost of equity is based on the current PSC leverage graph. The cost of
11 debt is based on the current Prime Rate (6%) plus 1.00%.

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Proforma Rate Base, Rate of Return and Operating Income
When Operating at 80% of Designed Capacity

Line No.		Schedule Reference	Proforma Balance
1	Utility Plant in Service	B-2	\$ 1,908,065
2	Accumulated Depreciation	B-2	(565,458)
3	Contributions in Aid of Construction (CIAC)	B-7	(1,218,332)
4	Accumulated Amortization of CIAC	B-7	<u>426,678</u>
5			550,953
6	Allowance For Working Capital (1)		<u>70,365</u>
7	Proforma Rate Base		<u>\$ 621,318</u>
8	Proforma Rate of Return	A-2	<u>9.00%</u>
9	Proforma Operating Income	B-8	<u>\$ 55,919</u>
10	Notes: (1) Based on 12.5% of O&M expense per Schedule No. B-9.		

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense
When Operating at 80% of Designed Capacity

Line No.	NARUC Acct. No.	Description	Estimated	PSC	Depreciation Expense	Accumulated Depreciation	Capacities	
			Original Cost	Depreciation Rate %			ERC's (2)	Gallons
1	301	Organization (1)	\$ 30,000	2.50	\$ 750	\$ 8,625	2,164	811,663
2	304	Structures & Improvements	35,465	3.13	1,110	12,766	2,164	811,663
3	307	Wells & Springs	106,406	3.33	3,543	40,748	2,164	811,663
4	309	Supply Mains	17,733	2.86	507	5,832	2,164	811,663
5	311	Pumping Equipment	28,368	5.00	1,418	16,312	2,164	811,663
6	320	Water Treatment Equipment	17,733	4.55	807	9,279	2,164	811,663
7	330	Distribution Reservoirs & Standpipes	70,941	2.70	1,915	22,027	2,164	811,663
8	331	Transmission & Distribution Mains	953,419	2.33	22,215	255,469	2,164	811,663
9	334	Meters & Installations	<u>648,000</u>	5.00	<u>32,400</u>	<u>194,400</u>	<u>2,164</u>	<u>811,663</u>
10		Total	<u>\$ 1,908,065</u>		<u>\$ 64,665</u>	<u>\$ 565,458</u>	<u>2,164</u>	<u>811,663</u>

11 Notes: (1) Organization costs are based on 50% of the total estimated legal, accounting and engineering costs incurred to
12 obtain an original PSC certificate. Such costs have been allocated equally to the two types of service to be provided.

13 (2) ERC's based on engineer's estimate of 375gpd per ERC.

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Original Certificate Application
Allocation of Engineering, Permitting, Contingency, and AFUDC to Water Utility Plant in Service
By Primary Accounts

Line No.	Description	Plant Costs Excl. AFUDC	Percent	Contingency (15%) / Engineering & Permitting (15%)	Total Costs Before AFUDC	Percent	AFUDC	Total Plant Costs
1	304 Structures & Improvements	\$ 25,000	2.88%	\$ 7,500	\$ 32,500	2.88%	\$ 2,965	\$ 35,465
2	307 Wells & Springs	75,000	8.65%	22,500	97,500	8.65%	8,906	106,406
3	309 Supply Mains	12,500	1.44%	3,750	16,250	1.44%	1,483	17,733
4	311 Pumping Equipment	20,000	2.30%	6,000	26,000	2.30%	2,368	28,368
5	320 Water Treatment Equipment	12,500	1.44%	3,750	16,250	1.44%	1,483	17,733
6	330 Distribution Reservoirs	50,000	5.77%	15,000	65,000	5.77%	5,941	70,941
7	331 Transmission & Distribution Mains	<u>672,000</u>	<u>77.52%</u>	<u>201,600</u>	<u>873,600</u>	<u>77.52%</u>	<u>79,819</u>	<u>953,419</u>
8	Total Utility Plant Cost	<u>\$ 867,000</u>	<u>100.00%</u>	<u>\$ 260,100</u>	<u>\$ 1,127,100</u>	<u>100.00%</u>	<u>\$ 102,965</u>	<u>\$ 1,230,065</u>

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Original Certificate Application
Calculation of AFUDC Excluding Organization, Meters, and Contributed Property

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
1	Phase 1						
2	1	\$ 46,963		\$ 46,963	\$ 23,482	\$ 169	\$ 47,132
3	2	46,963	\$ 47,132	94,095	70,614	509	94,604
4	3	46,963	94,604	141,567	118,086	851	142,418
5	4	46,963	142,418	189,381	165,900	1,196	190,577
6	5	46,963	190,577	237,540	214,059	1,543	239,083
7	6	46,963	239,083	286,046	262,565	1,892	287,938
8	7	46,963	287,938	334,901	311,420	2,245	337,146
9	8	46,963	337,146	384,109	360,628	2,599	386,708
10	9	46,963	386,708	433,671	410,190	2,956	436,627
11	10	46,963	436,627	483,590	460,109	3,316	486,906
12	11	46,963	486,906	533,869	510,388	3,679	537,548
13	12	46,963	537,548	584,511	561,030	4,044	588,555
14	13	46,962	588,555	635,517	612,036	4,411	639,928
15	14	46,962	639,928	686,890	663,409	4,781	691,671
16	15	46,962	691,671	738,633	715,152	5,154	743,787
17	16	46,962	743,787	790,749	767,268	5,530	796,279
18	17	46,962	796,279	843,241	819,760	5,908	849,149
19	18	46,962	849,149	896,111	872,630	6,289	902,400
20	19	46,962	902,400	949,362	925,881	6,673	956,035
21	20	46,962	956,035	1,002,997	979,516	7,060	1,010,057
22	21	46,962	1,010,057	1,057,019	1,033,538	7,449	1,064,468
23	22	46,962	1,064,468	1,111,430	1,087,949	7,841	1,119,271
24	23	46,962	1,119,271	1,166,233	1,142,752	8,236	1,174,469
25	24	46,962	1,174,469	1,221,431	1,197,950	8,634	1,230,065
26	TOTAL	\$ 1,127,100				\$ 102,965	\$ 1,230,065

27 Note: AFUDC is based on the annual rate of return (Schedule No. A-2) discounted to a
28 monthly rate of 0.72073233%

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Projected Accumulated Depreciation and Expense
When Operating at 80% of Designed Capacity

Line No.	NARUC Acct. No.	Description	Estimated Cost	Years to 80% of Capacity	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	301	Organization	\$ 30,000	12.0	2.50	\$ 8,625	\$ 750
2	304	Structures & Improvements	35,465	12.0	3.13	12,766	1,110
3	307	Wells & Springs	106,406	12.0	3.33	40,748	3,543
4	309	Supply Mains	17,733	12.0	2.86	5,832	507
5	311	Pumping Equipment	28,368	12.0	5.00	16,312	1,418
6	320	Water Treatment Equipment	17,733	12.0	4.55	9,279	807
7	330	Distribution Reservoirs & Standpipes	70,941	12.0	2.70	22,027	1,915
8	331	Transmission & Distribution Mains	953,419	12.0	2.33	255,469	22,215
9	334	Meters & Installations - Year 1	54,000	12.0	5.00	31,050	2,700
10	334	Meters & Installations - Year 2	54,000	11.0	5.00	28,350	2,700
11	334	Meters & Installations - Year 3	54,000	10.0	5.00	25,650	2,700
12	334	Meters & Installations - Year 4	54,000	9.0	5.00	22,950	2,700
13	334	Meters & Installations - Year 5	54,000	8.0	5.00	20,250	2,700
14	334	Meters & Installations - Year 6	54,000	7.0	5.00	17,550	2,700
15	334	Meters & Installations - Year 7	54,000	6.0	5.00	14,850	2,700
16	334	Meters & Installations - Year 8	54,000	5.0	5.00	12,150	2,700
17	334	Meters & Installations - Year 9	54,000	4.0	5.00	9,450	2,700
18	334	Meters & Installations - Year 10	54,000	3.0	5.00	6,750	2,700
19	334	Meters & Installations - Year 11	54,000	2.0	5.00	4,050	2,700
20	334	Meters & Installations - Year 12	54,000	1.0	5.00	1,350	2,700
21		Total	\$ 1,908,065			\$ 565,458	\$ 64,665

22 Note: Meters and meter installations are based on 2,164 ERC's (80% of capacity) and a proposed charge of \$300 per
23 meter. See Schedule No. B-6 for calculation of the proposed meter charge.

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Calculation of Proposed Service Availability Charges, CIAC Level at Designed Capacity and
Statement Regarding Proposed Service Availability Policy

Line No.	Plant Cost	Plant Capacity (ERC's)	Total Cost per ERC	Proposed Capacity Charge per ERC
1	<u>Calculation of proposed System Capacity Charge</u>			
2	Depreciable plant cost per Schedule No. B-2 (excluding			
3	transmission and distribution mains and meters)			
	\$ 306,646	2,667	\$ 115	\$ 84
4	<u>Calculation of proposed Main Extension Charge</u>			
5	Transmission and distribution mains per schedule			
6	No. B-2			
7	\$ 953,419	2,667	\$ 357	\$ 179
	\$ 1,260,065			\$ 263
8	<u>Calculation of Meter & Installation Fee (5/8x3/4")</u>			
9	Cost of ERT meter & fittings			
10	\$ 200			
11	Meter Box			
12	20			
13	Installation - outside plumber			
	60			
	280			
13	Administration			
	20			
14	Total			
	\$ 300			
15	<u>CIAC Level at Designed Capacity</u>			
16	Utility plant in service			
17	Accumulated depreciation to build out			
			\$ 2,070,065	
			(659,724)	
18	Net Plant			
				1,410,341
19	CIAC			
20	Accumulated amortization of CIAC to build-out			
				1,501,521
				(443,243)
21	Net CIAC			
				1,058,278
22	Net Investment			
				\$ 352,063
23	Percent CIAC			
24	Percent Investment			
				75.04%
				24.96%
25	Total			
				100.00%
26	<u>Statement Regarding Proposed Service Availability Policy</u>			
27	The Company proposes a service availability policy based on a plant capacity charge,			
28	a main extension charge, and meter fees.			

TBBT Utility, LLC
Original Certificate Application
Potable Water System
CIAC , Accumulated Amortization of CIAC and Annual Amortization
When Plant is Operating at 80% of Designed Capacity

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Accumulated Amortization at 80% & Build-out	Annual Amortization at 80% Level Operation
1	1	System Capacity Charge - plant	180	84	\$ 15,120	3.28%	14.5	\$ 7,191		
2		Main Extension Charge	180	179	32,220	2.33%	14.5	10,886		
3		Meter Fees	180	300	54,000	5.00%	14.5	39,150		
4	2	System Capacity Charge - plant	180	84	15,120	3.28%	13.5	6,695		
5		Main Extension Charge	180	179	32,220	2.33%	13.5	10,135		
6		Meter Fees	180	300	54,000	5.00%	13.5	36,450		
7	3	System Capacity Charge - plant	180	84	15,120	3.28%	12.5	6,199		
8		Main Extension Charge	180	179	32,220	2.33%	12.5	9,384		
9		Meter Fees	180	300	54,000	5.00%	12.5	33,750		
10	4	System Capacity Charge - plant	180	84	15,120	3.28%	11.5	5,703		
11		Main Extension Charge	180	179	32,220	2.33%	11.5	8,633		
12		Meter Fees	180	300	54,000	5.00%	11.5	31,050		
13	5	System Capacity Charge - plant	180	84	15,120	3.28%	10.5	5,207		
14		Main Extension Charge	180	179	32,220	2.33%	10.5	7,883		
15		Meter Fees	180	300	54,000	5.00%	10.5	28,350		
16	6	System Capacity Charge - plant	180	84	15,120	3.28%	9.5	4,711		
17		Main Extension Charge	180	179	32,220	2.33%	9.5	7,132		
18		Meter Fees	180	300	54,000	5.00%	9.5	25,650		
19	7	System Capacity Charge - plant	180	84	15,120	3.28%	8.5	4,215		
20		Main Extension Charge	180	179	32,220	2.33%	8.5	6,381		
21		Meter Fees	180	300	54,000	5.00%	8.5	22,950		
22	8	System Capacity Charge - plant	180	84	15,120	3.28%	7.5	3,720		
23		Main Extension Charge	180	179	32,220	2.33%	7.5	5,630		
24		Meter Fees	180	300	54,000	5.00%	7.5	20,250		
25	9	System Capacity Charge - plant	181	84	15,204	3.28%	6.5	3,241		
26		Main Extension Charge	181	179	32,399	2.33%	6.5	4,907		
27		Meter Fees	181	300	54,300	5.00%	6.5	17,648		
28	10	System Capacity Charge - plant	181	84	15,204	3.28%	5.5	2,743		
29		Main Extension Charge	181	179	32,399	2.33%	5.5	4,152		
30		Meter Fees	181	300	54,300	5.00%	5.5	14,933		

TBBT Utility, LLC
Original Certificate Application
Potable Water System
CIAC , Accumulated Amortization of CIAC and Annual Amortization
When Plant is Operating at 80% of Designed Capacity

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Accumulated Amortization at 80% & Build-out	Annual Amortization at 80% Level Operation	
31	11	System Capacity Charge - plant	181	84	15,204	3.28%	4.5	2,244			
32		Main Extension Charge	181	179	32,399	2.33%	4.5	3,397			
33		Meter Fees	181	300	54,300	5.00%	4.5	12,218			
34	12	System Capacity Charge - plant	181	84	15,204	3.28%	3.5	1,745			
35		Main Extension Charge	181	179	32,399	2.33%	3.5	2,642			
36		Meter Fees	181	300	54,300	5.00%	3.5	9,503			
			<u>2,164</u>		<u>1,218,332</u>				<u>\$ 426,678</u>	<u>\$ 47,452</u>	
37	13	System Capacity Charge - plant	168	84	14,112	3.28%	2.5	1,157			
38		Main Extension Charge	168	179	30,072	2.33%	2.5	1,752			
39		Meter Fees	168	300	50,400	5.00%	2.5	6,300			
40	14	System Capacity Charge - plant	168	84	14,112	3.28%	1.5	694			
41		Main Extension Charge	168	179	30,072	2.33%	1.5	1,051			
42		Meter Fees	168	300	50,400	5.00%	1.5	3,780			
43	15	System Capacity Charge - plant	167	84	14,028	3.28%	0.5	230			
44		Main Extension Charge	167	179	29,893	2.33%	0.5	348			
45		Meter Fees	167	300	50,100	5.00%	0.5	1,253			
37		Total	<u>2,667</u>		<u>\$ 1,501,521</u>				<u>\$ 443,243</u>		
38	Note (1): The composite amortization rate is calculated as follows:										
39	Total depreciation expense								\$ 64,665		
40	Less: depreciation expense - meters								(32,400)		
	depreciation expense - transmission and distribution mains								<u>(22,215)</u>		
41	System depreciation expense								<u>\$ 10,050</u>		
42	Total depreciable plant excluding meters and transmission and distribution mains								<u>\$ 306,646</u>		
43	Composite capacity charge amortization rate								<u>3.28%</u>		

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Constructed Statement of Operations
When Operating at 80% of Designed Capacity

Line No.	Estimated Amount	Proforma Adjustments		Proforma Amount	Schedule Reference
1		\$ 699,007	(A)	\$ 699,007	
2	Operating Expenses:				
3	\$ 562,917			562,917	B-9
4	64,665			64,665	B-5
5	(47,452)			(47,452)	B-7
6	31,503	31,455	(B)	62,958	B-10
7	<u>611,633</u>	<u>31,455</u>		<u>643,088</u>	
8	\$ (611,633)	\$ 667,552		\$ 55,919	
9	\$ 621,318			\$ 621,318	B-1
10	-98.00%			9.00%	A-2
11	Proforma Adjustments:				
12	(A)	Total revenue requested to realize a 9.0% rate of return		\$ 699,007	
13	(B)	<u>Regulatory assessment fees (RAF's):</u>			
14		Total revenue requested		\$ 699,007	
15		RAF rate		4.50%	
16		Regulatory Assessment Fees		\$ 31,455	

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Detail of Proforma O&M Expenses and
Engineer's Estimate of Plant Operating Expenses
When Plant is Operating at 80% of Designed Capacity

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	601	Salaries & Wages (1)	\$ 174,400
2	615	Purchased Power (1)	224,282
3	618	Chemicals (1)	6,231
4		Contractual Services:	
5	631	Engineering	13,708
6	632	Outside Accounting - Annual Report, RAF Return, Index Adjustments	
7		& Tax Returns	4,000
8	633	Legal	3,115
9	634	Testing (1)	6,231
10	635	Management Fees (Accounting, Customer Accounts, Billing, Management)	35,200
11	636	Plant Maintenance	<u>12,461</u>
12		Total Contractual Services	<u>74,715</u>
13	641	Rental of Building/Real property	69,058
14	655	Insurance - Property, Casualty & Liability	8,000
15	675	Miscellaneous	<u>6,231</u>
16		Total estimated O&M expense	<u>\$ 562,917</u>
17		(1) Per engineering estimate of KCI Technologies, Inc. Other costs were estimated by	
18		Carlstedt, Jackson, Nixon, and Wilson, CPA's, based on their experience with costs for	
19		similar sized utilities.	

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Projected Taxes Other Than Income Taxes
When Operating at 80% of Designed Capacity

Line No.	<u>Description</u>	<u>Cost</u>	<u>Millage Rate</u>	<u>Projected Tax</u>
1	<u>Tangible Personal Property</u>			
2	Total projected cost excluding Organization Costs	\$ 1,878,065		
3	Accumulated depreciation when operating at 80%			
4	of designed capacity	<u>(556,833)</u>		
5	Estimated taxable value	<u>\$ 1,321,232</u>	1.37453%	<u>\$ 18,161</u>
6	<u>Payroll Taxes</u>			
7	Total Salaries & Wages	<u>\$ 174,400</u>	7.65%	<u>13,342</u>
8	Total Taxes other than income			<u>\$ 31,503</u>

TBBT Utility, LLC
Original Certificate Application
Potable Water System
Rate Computation

Line No.		Total	Percent Allocation		Rate Component	
			BFC	Gallonage	BFC	Gallonage
1	Operation & Maintenance (O&M):					
2	Salaries & Wages (1)	\$ 174,400	50.00%	50.00%	\$ 87,200	\$ 87,200
3	Purchased Power (1)	224,282	10.00%	90.00%	22,428	201,854
4	Chemicals (1)	6,231	50.00%	50.00%	3,116	3,116
5	Contractual Services					
6	Engineering	13,708	50.00%	50.00%	6,854	6,854
7	Outside Accounting - Annual Report, RAF Return, Index					
8	Adjustments & Tax Returns	4,000	50.00%	50.00%	2,000	2,000
9	Legal	3,115	50.00%	50.00%	1,558	1,558
10	Testing (1)	6,231	50.00%	50.00%	3,116	3,116
11	Management Fees (Accounting, Customer Accounts,					
12	Billing, Management)	35,200	50.00%	50.00%	17,600	17,600
13	Plant Maintenance	12,461	50.00%	50.00%	6,231	6,231
14		<u>74,715</u>				
15	Rental of Building/Real property (Incl Royalties)	69,058	0.00%	100.00%	-	69,058
16	Insurance - Property, Casualty & Liability	8,000	50.00%	50.00%	4,000	4,000
17	Miscellaneous	6,231	50.00%	50.00%	3,116	3,116
18	Total Estimated O&M Expenses	<u>562,917</u>				
19	Depreciation Expense - Net	<u>17,213</u>	100.00%	0.00%	17,213	-
20	Taxes Other than Income:					
21	Real estate & property taxes	18,161	50.00%	50.00%	9,080	9,080
22	Payroll Taxes	13,342	50.00%	50.00%	6,671	6,671
23	Regulatory Assessment Fees	31,455	50.00%	50.00%	15,728	15,728
24		<u>62,958</u>				
25	Operating Income	<u>55,919</u>		100.00%	-	<u>55,919</u>
26	Total revenue requested	<u>\$ 699,006</u>			<u>\$ 205,909</u>	<u>\$ 493,098</u>
27	Gallonage revenue in first block					<u>\$ 197,239</u>
28	Gallonage revenue in second block					<u>\$ 295,859</u>
29	No of ERC's at capacity operation				2,164	2,164
30	No of months / 5,000 gallons per month usage in first block (000)				<u>12</u>	<u>5</u>
31	Annual No. of monthly ERC's / GPD for 5,000 gallons per month usage				<u>25,968</u>	10,820
32	Months					<u>12</u>
33	Annual No. of gallons at 5,000 gallons per month usage per ERC (000)					129,840
34	Total annual gallons sold @ 375GPD (000) (375 x 365 x 2,164 ERC's / 1,000)					<u>296,198</u>
35	Annual gallons in 2nd block (000)					<u>166,358</u>
36	Base Facility Charge				<u>\$ 7.93</u>	
37	Gallonage rate first block (0 - 5,000 gallons)					<u>\$ 1.52</u>
38	Gallonage rate 2nd block (over 5,000 gallons usage)					<u>\$ 1.78</u>

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Proforma Rate Base, Rate of Return and Operating Income
When Operating at 80% of Designed Capacity

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Proforma Balance</u>
1	Utility Plant in Service	C-2	\$ 10,978,577
2	Accumulated Depreciation	C-2	(5,457,744)
3	Excess Capacity of Treatment Plant (2)		(1,077,934)
4	Contributions in Aid of Construction (CIAC)	C-7	(1,644,640)
5	Accumulated Amortization of CIAC	C-7	<u>932,383</u>
6			3,730,642
7	Allowance For Working Capital (1)		<u>212,745</u>
8	Proforma Rate Base		<u>\$ 3,943,387</u>
9	Proforma Rate of Return	A-2	<u>9.00%</u>
10	Proforma Operating Income	C-8	<u>\$ 354,905</u>
11	Notes: (1) Based on 12.5% of O&M expense per Schedule No. C-9.		
12	(2) For economies of scale, the treatment plant is designed with excess capacity. Proposed		
13	rates are designed with flows at 80% of water build-out, therefore, an adjustment is necessary to		
14	match water build-out to wastewater design.		
15	ERC's @ 80% of Water Build-out		<u>2,164</u>
16	ERC capacity of Wastewater plant at buildout:		<u>3,623</u>
17	Percentage of Wastewater capacity used		<u>59.73%</u>
18	Percentage not used		<u>40.27%</u>
19	Net cost of Treatment and Reuse Storage (Accts. 374 and 380)		<u>\$ 2,676,768</u>
20	Net excess capacity		<u>\$ 1,077,934</u>

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense
When Operating at 80% of Designed Capacity

Line No.	NARUC Acct. No.	Description	Estimated	PSC	Depreciation Expense	Accumulated Depreciation	Capacities	
			Original Cost	Depreciation Rate %			ERC's (2)	Gallons
1	351	Organization (1)	\$ 30,000	2.50	\$ 750	\$ 8,625	2,164	596,390
2	354	Structures & Improvements	283,737	3.13	8,881	102,131	2,164	596,390
3	355	Power Generation Equipment	496,608	5.00	24,830	285,550	2,164	596,390
4	360	Collection Sewers-Force	638,431	3.33	21,260	244,487	2,164	596,390
6	361	Collection Sewers-Gravity	1,152,013	2.22	25,575	294,109	2,164	596,390
8	363	Service to Customers	503,658	2.22	11,181	128,584	2,164	596,390
9	364	Flow Measuring Devices	42,574	20.00	8,515	97,920	2,164	596,390
10	367	Reuse Meters and Meter Installations	28,383	5.00	1,419	16,320	2,164	596,390
11	370	Lift Stations	1,205,904	4.00	48,236	554,716	2,164	596,390
12	371	Pumping Equipment	397,268	5.56	22,088	254,013	2,164	596,390
13	374	Reuse Distribution Reservoirs	1,418,775	2.70	38,307	440,530	2,164	596,390
14	375	Reuse Transmission and Distribution	70,957	2.33	1,653	19,013	2,164	596,390
15	380	Treatment & Disposal Equipment	4,710,269	5.56	261,891	3,011,746	2,164	596,390
16		Total	<u>\$ 10,978,577</u>		<u>\$ 474,586</u>	<u>\$ 5,457,744</u>	<u>2,164</u>	<u>596,390</u>

17 Notes:(1) Organization costs are based on 50% of the total estimated legal, accounting and engineering costs incurred to
18 obtain an original PSC certificate. Such costs have been allocated equally to the two types of service to be provided.

19 (2) ERC's are based on 250gpd for residential connections and 375gpd for commercial connections, per engineer's estimate

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Original Certificate Application
Estimated Cost of Proposed Wastewater Utility Plant in Service
By Primary Accounts

Line No.	Description	Plant Costs Excl. AFUDC	Percent	Contingency (15%) / Engineering & Permitting (15%)	Total Costs Before AFUDC	Percent	AFUDC	Total Plant Costs
1	354 Structures & Improvements	\$ 200,000	2.59%	\$ 60,000	\$ 260,000	2.59%	\$ 23,737	\$ 283,737
2	355 Power Generation Equipment	350,000	4.54%	105,000	455,000	4.54%	41,608	496,608
3	360 Collection Sewers-Force	450,000	5.83%	135,000	585,000	5.83%	53,431	638,431
4	361 Collection Sewers-Gravity	812,000	10.52%	243,600	1,055,600	10.52%	96,413	1,152,013
5	363 Services to Customers	355,000	4.60%	106,500	461,500	4.60%	42,158	503,658
6	364 Flow Measuring Devices	30,000	0.39%	9,000	39,000	0.39%	3,574	42,574
7	367 Reuse Meters and Meter Installations	20,000	0.26%	6,000	26,000	0.26%	2,383	28,383
8	370 Lift Stations (Master Pump Stations)	850,000	11.01%	255,000	1,105,000	11.01%	100,904	1,205,904
9	371 Pumping Equipment	280,000	3.63%	84,000	364,000	3.63%	33,268	397,268
10	374 Reuse Distribution Reservoirs	1,000,000	12.96%	300,000	1,300,000	12.96%	118,775	1,418,775
11	375 Reuse Transmission & Distribution	50,000	0.65%	15,000	65,000	0.65%	5,957	70,957
12	380 Treatment & Disposal Equipment	<u>3,320,000</u>	<u>43.02%</u>	<u>996,000</u>	<u>4,316,000</u>	<u>43.02%</u>	<u>394,269</u>	<u>4,710,269</u>
13	Total Utility Plant Cost	<u>\$ 7,717,000</u>	<u>100.00%</u>	<u>\$ 2,315,100</u>	<u>\$ 10,032,100</u>	<u>100.00%</u>	<u>\$ 916,477</u>	<u>\$ 10,948,577</u>

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Original Certificate Application
Calculation of AFUDC Excluding Contributed Property

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
1	1	\$ 418,004		\$ 418,004	\$ 209,002	\$ 1,506	\$ 419,510
2	2	418,004	\$ 419,510	837,514	628,512	4,530	842,044
3	3	418,004	842,044	1,260,048	1,051,046	7,575	1,267,623
4	4	418,004	1,267,623	1,685,627	1,476,625	10,643	1,696,270
5	5	418,004	1,696,270	2,114,274	1,905,272	13,732	2,128,006
6	6	418,004	2,128,006	2,546,010	2,337,008	16,844	2,562,854
7	7	418,004	2,562,854	2,980,858	2,771,856	19,978	3,000,836
8	8	418,004	3,000,836	3,418,840	3,209,838	23,134	3,441,974
9	9	418,004	3,441,974	3,859,978	3,650,976	26,314	3,886,292
10	10	418,004	3,886,292	4,304,296	4,095,294	29,516	4,333,812
11	11	418,004	4,333,812	4,751,816	4,542,814	32,742	4,784,558
12	12	418,004	4,784,558	5,202,562	4,993,560	35,990	5,238,552
13	13	418,004	5,238,552	5,656,556	5,447,554	39,262	5,695,818
14	14	418,004	5,695,818	6,113,822	5,904,820	42,558	6,156,380
15	15	418,004	6,156,380	6,574,384	6,365,382	45,877	6,620,261
16	16	418,004	6,620,261	7,038,265	6,829,263	49,221	7,087,486
17	17	418,004	7,087,486	7,505,490	7,296,488	52,588	7,558,078
18	18	418,004	7,558,078	7,976,082	7,767,080	55,980	8,032,062
19	19	418,004	8,032,062	8,450,066	8,241,064	59,396	8,509,462
20	20	418,004	8,509,462	8,927,466	8,718,464	62,837	8,990,303
21	21	418,005	8,990,303	9,408,308	9,199,306	66,302	9,474,610
22	22	418,005	9,474,610	9,892,615	9,683,613	69,793	9,962,408
23	23	418,005	9,962,408	10,380,413	10,171,411	73,309	10,453,722
24	24	<u>418,005</u>	<u>10,453,722</u>	<u>10,871,727</u>	<u>10,662,725</u>	<u>76,850</u>	<u>10,948,577</u>
25	TOTAL	<u>\$ 10,032,100</u>				<u>\$ 916,477</u>	<u>\$ 10,948,577</u>

26 Note: AFUDC is based on the annual rate of return (Schedule No. A-2) discounted to a
27 monthly rate of 0.72073233%

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Projected Accumulated Depreciation and Expense
When Operating at 80% of Designed Capacity

Line No.	NARUC Acct. No.	Description	Estimated Cost	Years to 80% of Capacity	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	351	Organization	\$ 30,000	12	2.50	\$ 8,625	\$ 750
2	354	Structures & Improvements	283,737	12	3.13	102,131	8,881
3	355	Power Generation Equipment	496,608	12	5.00	285,550	24,830
4	360	Collection Sewers-Force	638,431	12	3.33	244,487	21,260
5	361	Collection Sewers-Gravity	1,152,013	12	2.22	294,109	25,575
6	363	Services to Customers	503,658	12	2.22	128,584	11,181
7	364	Flow Measuring Devices	42,574	12	20.00	97,920	8,515
8	367	Reuse Meters and Meter Installations	28,383	12	5.00	16,320	1,419
9	370	Lift Stations (Master Pump Stations)	1,205,904	12	4.00	554,716	48,236
10	371	Pumping Equipment	397,268	12	5.56	254,013	22,088
11	374	Reuse Distribution Reservoirs	1,418,775	12	2.70	440,530	38,307
12	375	Reuse Transmission & Distribution	70,957	12	2.33	19,013	1,653
13	380	Treatment & Disposal Equipment	<u>4,710,269</u>	12	5.56	<u>3,011,746</u>	<u>261,891</u>
14		Total	<u>\$ 10,978,577</u>			<u>\$ 5,457,744</u>	<u>\$ 474,586</u>

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Calculation of Proposed Service Availability Charges, CIAC Level at Designed Capacity
and Statement Regarding Proposed Service Availability Policy

Line No.	Plant Cost	Plant Capacity (ERC's)	Total Cost per ERC	Proposed Capacity Charge per ERC
1	<u>Calculation of proposed system capacity charge</u>			
2				
3				
4				
5	\$ 7,478,571	3,623	2,064	\$ 535
6	<u>Calculation of proposed Main Extension Charge</u>			
7				
8				
9	<u>3,500,006</u>	<u>3,623</u>	<u>966</u>	<u>225</u>
10	<u>\$ 10,978,577</u>			<u>\$ 760</u>
11	<u>CIAC Level at Designed Capacity</u>			
12				\$ 10,978,577
13				<u>(8,779,846)</u>
14				<u>2,198,731</u>
15				2,753,480
16				<u>(1,101,526)</u>
17				<u>1,651,954</u>
18				<u>\$ 546,777</u>
19				75.13%
20				<u>24.87%</u>
21				<u>100.00%</u>
22	<u>Statement Regarding Proposed Service Availability Policy</u>			
23	The Company proposes a service availability policy based on a plant capacity charge			
24	and main extension charge which will result in a 75% level of CIAC when designed			
25	capacity is reached.			

TBBT Utility, LLC
Original Certificate Application
Wastewater System
CIAC, Accumulated Amortization of CIAC and Annual Amortization
When Plant is Operating at 80% of Designed Capacity and Build out

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Accumulated Amortization	Annual Amortization
1	1	System Capacity Charge - plant	180	\$ 535	\$ 96,300	4.92%	18.5	\$ 87,652		
2		Main Extension Charge	180	\$ 225	40,500	3.04%	18.5	22,777		
3	2	System Capacity Charge - plant	180	535	96,300	4.92%	17.5	82,914		
4		Main Extension Charge	180	225	40,500	3.04%	17.5	21,546		
5	3	System Capacity Charge - plant	180	535	96,300	4.92%	16.5	78,176		
6		Main Extension Charge	180	225	40,500	3.04%	16.5	20,315		
7	4	System Capacity Charge - plant	180	535	96,300	4.92%	15.5	73,438		
8		Main Extension Charge	180	225	40,500	3.04%	15.5	19,084		
9	5	System Capacity Charge - plant	180	535	96,300	4.92%	14.5	68,700		
10		Main Extension Charge	180	225	40,500	3.04%	14.5	17,852		
11	6	System Capacity Charge - plant	180	535	96,300	4.92%	13.5	63,962		
12		Main Extension Charge	180	225	40,500	3.04%	13.5	16,621		
13	7	System Capacity Charge - plant	180	535	96,300	4.92%	12.5	59,225		
14		Contributed On-site Mains	180	225	40,500	3.04%	12.5	15,390		
15	8	System Capacity Charge - plant	180	535	96,300	4.92%	11.5	54,487		
16		Main Extension Charge	180	225	40,500	3.04%	11.5	14,159		
17	9	System Capacity Charge - plant	181	535	96,835	4.92%	10.5	50,025		
18		Main Extension Charge	181	225	40,725	3.04%	10.5	12,999		
19	10	System Capacity Charge - plant	181	535	96,835	4.92%	9.5	45,261		
20		Main Extension Charge	181	225	40,725	3.04%	9.5	11,761		
21	11	System Capacity Charge - plant	181	535	96,835	4.92%	8.5	40,496		
22		Main Extension Charge	181	225	40,725	3.04%	8.5	10,523		
23	12	System Capacity Charge - plant	181	535	96,835	4.92%	7.5	35,732		
24		Main Extension Charge	181	225	40,725	3.04%	7.5	9,285		
			<u>2,164</u>		<u>1,644,640</u>				<u>\$ 932,383</u>	<u>\$ 71,760</u>

TBBT Utility, LLC
Original Certificate Application
Wastewater System
CIAC . Accumulated Amortization of CIAC and Annual Amortization
When Plant is Operating at 80% of Designed Capacity and Build out

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Accumulated Amortization	Annual Amortization
17	13	System Capacity Charge - plant	208	535	111,280	4.92%	6.5	35,587		
18		Main Extension Charge	208	225	46,800	3.04%	6.5	9,248		
19	14	System Capacity Charge - plant	208	535	111,280	4.92%	5.5	30,112		
20		Main Extension Charge	208	225	46,800	3.04%	5.5	7,825		
21	15	System Capacity Charge - plant	208	535	111,280	4.92%	4.5	24,637		
22		Main Extension Charge	208	225	46,800	3.04%	4.5	6,402		
23	16	System Capacity Charge - plant	208	535	111,280	4.92%	3.5	19,162		
24		Main Extension Charge	208	225	46,800	3.04%	3.5	4,980		
17	17	System Capacity Charge - plant	209	535	111,815	4.92%	2.5	13,753		
18		Main Extension Charge	209	225	47,025	3.04%	2.5	3,574		
19	18	System Capacity Charge - plant	209	535	111,815	4.92%	1.5	8,252		
20		Main Extension Charge	209	225	47,025	3.04%	1.5	2,144		
21	19	System Capacity Charge - plant	209	535	111,815	4.92%	0.5	2,751		
22		Main Extension Charge	209	225	47,025	3.04%	0.5	715		
25		Total	<u>3,623</u>		<u>\$ 2,753,480</u>			<u>\$ 1,101,526</u>		

26 Note (1): The composite amortization rate is calculated as follows:

	Capacity	Main Ext.
27 Total depreciation expense	\$ 474,586	
Less: Depreciation expense - Organization	(750)	
28 Depreciation expense - Force Mains	(21,260)	\$ 21,260
29 Depreciation expense - Gravity Mains	(25,575)	25,575
30 Depreciation expense - Services	(11,181)	11,181
30 Depreciation expense - Lift Stations	<u>(48,236)</u>	<u>48,236</u>
31 System depreciation expense	<u>\$ 367,584</u>	<u>\$ 106,252</u>
32 Total plant for rate calculation	<u>\$ 7,478,571</u>	<u>\$3,500,006</u>
33 Composite capacity charge / main extension charge		
34 amortization rate	<u>4.92%</u>	<u>3.04%</u>

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Constructed Statement of Operations
When Operating at 80% of Designed Capacity

Line No.		Estimated Amount	Proforma Adjustments	Proforma Amount	Schedule Reference
1	Operating Revenue		\$ 2,560,708 (A)	\$ 2,560,708	
2	Operating Expenses:				
3	O&M expense	\$ 1,701,960		1,701,960	C-9
4	Depreciation	474,586	(120,890) (C)	353,696	C-5
5	Amortization of CIAC	(71,760)		(71,760)	C-7
6	Taxes other than income	121,492	100,415 (B)	221,907	C-10
7		<u>2,226,278</u>	<u>(20,475)</u>	<u>2,205,803</u>	
8	Operating Income (loss)	<u>\$ (2,226,278)</u>	<u>\$ 2,581,183</u>	<u>\$ 354,905</u>	
9	Rate Base	<u>\$ 3,943,387</u>		<u>\$ 3,943,387</u>	C-1
10	Rate of Return	<u>-56.00%</u>		<u>9.00%</u>	A-2
11	Proforma Adjustments:				
12	(A) Total revenue requested to realize a 9.0% rate of return			<u>\$ 2,560,708</u>	
13	(B) <u>Taxes Other than Income</u>				
14	<u>Regulatory assessment fees (RAF's):</u>				
15	Total revenue requested			\$ 2,560,708	
16	RAF rate			<u>4.50%</u>	
17	Regulatory Assessment Fees			<u>115,232</u>	
18	<u>Property Taxes</u>				
19	Net taxable value of treatment plant and reuse storage per Schedule C-1			2,676,768	
20	Excess percentage of treatment and reuse storage per Schedule C-1			<u>40.27%</u>	
21				(1,077,934)	
22	Millage Rate			<u>1.37453%</u>	
23	Reduction in property tax for excess treatment and reuse storage capacity			<u>(14,817)</u>	
24	Total Taxes Other than Income adjustment			<u>\$ 100,415</u>	
25	(B) <u>Depreciation</u>				
26	Excess capacity of treatment and reuse storage per Schedule C-1			40.27%	
27	Annual Depreciation of treatment and reuse storage per Schedule C-5,				
28	Acct. 374 and Acct. 380.			<u>\$ 300,198</u>	
29	Annual Depreciation expense adjustment			<u>\$ 120,890</u>	

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Detail of Proforma O&M Expenses and
Engineer's Estimate of Plant Operating Expenses
When Plant is Operating at 60% of Designed Capacity

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	701	Salaries & Wages (1)	\$ 600,000
2	711	Sludge Removal Expense (1)	152,042
3	715	Purchased Power (1)	180,614
4	718	Chemicals (1)	55,213
5		Contractual Services:	
6	731	Engineering	34,508
7	732	Outside Accounting - Annual Report, RAF Return, Index	
8		Adjustments, and Tax Returns	4,000
9	733	Legal	3,115
10	734	Testing (1)	20,705
11	735	Management Fees (Accounting, Customer Accounts,	
12		Billing, Management)	60,000
13	736	Plant Maintenance (1)	<u>423,098</u>
14			<u>545,426</u>
15	741	Rental of Building/Real property	69,058
16	755	Insurance - Property, Casualty & Liability	72,000
17	775	Miscellaneous	<u>27,607</u>
18		Total estimated O&M expense	<u>\$ 1,701,960</u>
19		(1) Per engineering estimate of KCI Technologies, Inc. Other costs were estimated by	
20		Carlstedt, Jackson, Nixon, and Wilson, CPA's, based on their experience with costs for	
21		similar sized utilities.	

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Projected Taxes Other Than Income Taxes

Line No.	Description	Cost	Millage Rate	Projected Tax
1	<u>Tangible Personal Property</u>			
2	Total projected cost excluding Organization Costs	\$ 10,948,577		
3	Accumulated depreciation when operating at 80%			
4	of designed capacity, excluding Organization Costs	<u>(5,449,119)</u>		
5	Estimated taxable value	<u>\$ 5,499,458</u>	1.37453%	\$ 75,592
6	<u>Payroll Taxes</u>			
7	Total Salaries & Wages	<u>\$ 600,000</u>	7.65%	<u>45,900</u>
8	Total Taxes other than income			<u>\$ 121,492</u>

TBBT Utility, LLC
Original Certificate Application
Wastewater System
Rate Computation

Line No.	Total	Percent Allocation		Rate Component		
		BFC	Gallage	BFC	Gallage	
1	<u>Operation & Maintenance (O&M):</u>					
2	Salaries & Wages	600,000	50.00%	50.00%	300,000	300,000
3	Sludge Removal	152,042		100.00%	-	152,042
4	Purchased Power	180,614	10.00%	90.00%	18,061	162,553
5	Chemicals	55,213	50.00%	50.00%	27,607	27,607
6	Contractual Services:					
7	Engineering	34,508	50.00%	50.00%	17,254	17,254
8	Outside Accounting - Annual Report, RAF Return, Index					
9	Adjustments & Tax Returns	4,000	50.00%	50.00%	2,000	2,000
10	Legal	3,115	50.00%	50.00%	1,558	1,558
11	Testing	20,705	50.00%	50.00%	10,353	10,353
12	Management Fees (Accounting, Customer Accounts,					
13	Billing, Management)	60,000	50.00%	50.00%	30,000	30,000
14	Plant Maintenance	423,098	25.00%	75.00%	105,775	317,324
15		<u>545,426</u>				
15	Rental of Building/Real property	69,058	50.00%	50.00%	34,529	34,529
16	Insurance - Property, Casualty & Liability	72,000	50.00%	50.00%	36,000	36,000
17	Miscellaneous	27,607	50.00%	50.00%	13,804	13,804
18	Total Estimated O&M Expenses	<u>1,701,960</u>				
19	Depreciation Expense - Net	<u>281,936</u>	50.00%	50.00%	140,968	140,968
20	<u>Taxes Other than Income:</u>					
21	Real estate & property taxes	75,592	50.00%	50.00%	37,796	37,796
22	Payroll Taxes	45,900	50.00%	50.00%	22,950	22,950
23	Regulatory Assessment Fees	100,415	50.00%	50.00%	50,208	50,208
24		<u>221,907</u>				
25	Operating Income	<u>354,905</u>		100.00%	-	<u>354,905</u>
26	Total revenue requested	2,560,708			848,860	1,711,847
27	Reuse Revenue (800 x 365 x \$0.25)	<u>(73,000)</u>			<u>(73,000)</u>	
28	Revenue excluding reuse	<u>\$ 2,487,708</u>			<u>\$ 775,860</u>	<u>\$ 1,711,847</u>
29	Factored ERC's and Gallons (Gallons based on water billing basis)					
30	A) ERC's					
31	Residential (@80%)			2,143	1,714	
32	Commercial (@80%)			<u>562</u>	<u>450</u>	
34	No. of ERC's at build-out level of operation			<u>2,705</u>	2,164	
35	No of months				<u>12</u>	
36	Annual No. of monthly ERC's				<u>25,968</u>	
37	B) Factored Gallons for rate differential (@350gpd x 80%).					
38		<u>ERC's</u>		<u>Total</u>	<u>Factored</u>	
39	Residential @ 80%	1,714		234,604	187,683	
40	General Service @ 96%	<u>450</u>		<u>61,594</u>	<u>59,130</u>	
42	Total ERC's / Gallons	<u>2,164</u>		<u>296,198</u>	<u>246,813</u>	
44	Rates - Base Facility Charge / Factored gallonage Charge per 1,000 Gallons			<u>\$ 29.88</u>	<u>\$ 6.94</u>	
45	Residential gallonage rate @ 80% of factored gallonage rate				<u>\$ 5.55</u>	
46	General service gallonage rate @ 96% of factored gallonage rate				<u>\$ 6.66</u>	

TBBT UTILITY LLC
Proof of Publication (Late-Filed)

EXHIBIT I

TBBT UTILITY LLC
Affidavit

EXHIBIT J

NOTICE OF APPLICATION FOR ORIGINAL CERTIFICATES

Notice is hereby given on February 18, 2008, pursuant to Section 367.045, Florida Statutes, of the application of TBBT Utility LLC to operate a water and wastewater utility to provide service to portions of the following described territory in Hardee and Polk Counties, Florida as follows:

Polk County

LEGAL DESCRIPTION:

That part of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East, and that part of the East Half of Section 32, Township 31 South, Range 25 East, all lying and being in Polk County, Florida and described as follows:

Begin at the Northeast corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence South 00°05'18" East along the east line of said West Half of the Southwest Quarter a distance of 2633.14 feet to the southeast corner of said West Half of the Southwest Quarter; thence South 89°53'39" West along the south line of said West Half of the Southwest Quarter a distance of 870.00 feet; thence North 00°04'54" West a distance of 782.41 feet; thence South 89°53'39" West a distance of 680.22 feet; thence North 34°40'23" West a distance of 677.93 feet; thence North 30°23'49" West a distance of 1538.00 feet to a line 35 feet north of and parallel with the south line of the Northeast Quarter of said Section 32, Township 31 South, Range 25 East; thence North 89°53'49" East along said parallel line a distance of 727.27 feet to the east line of the West Half of the East Half of the Northeast Quarter of Section 32; thence South 00°05'16" East along said east line of the West Half of said East Half of the Northeast Quarter a distance of 35.00 feet to the southeast corner of said West Half of said East Half of the Northeast Quarter; thence North 89°53'49" East along the south line of the East Half of the East Half of the Northeast Quarter a distance of 882.90 feet to the northwest corner of the West Half of the Southwest Quarter of Section 33, Township 31 South, Range 25 East; thence North 89°54'55" East along the north line of said West Half of the Southwest Quarter a distance of 1320.94 feet to the Point of Beginning.

Hardee County

IN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY, FLORIDA;
SECTION 1:
The West 1/2
The West 1/2 of the SW 1/4 of the NE 1/4
The North 1/2 of the NE 1/4 of the SW 1/4 of the NE 1/4
The North 1/4 of the SE 1/4 of the NE 1/4
The NW 1/4 of the SE 1/4
The NE 1/4 of the SW 1/4 of the SE 1/4
The North 1/2 of the NE 1/4 LESS the North 300.00 feet of the East 435.60 feet of the NE 1/4 of the NE 1/4.

SECTION 2:
The NE 1/4, LESS the West 264 feet of the North 1,280.4 feet of the East 1/2 of the NE 1/4
The East 1/2 of the NW 1/4
The East 1/2 of the SW 1/4 of the NW 1/4
The part of the SW 1/4 of the SW 1/4 of the NW 1/4 lying south of a ditch centerline, which ditch centerline begins on the west boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 to a point lying 496.75 feet (measured along said west boundary) north of the southwest corner thereof and runs easterly to the east boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 at a point lying 517.76 feet (measured along said east boundary) north of the southwest corner thereof.
The South 1/2

SECTION 3: The NE 1/4 of the SE 1/4; LESS East 30 feet thereof

SECTION 11:
The NE 1/4 of the NW 1/4
The NW 1/4 of the NE 1/4
The NE 1/4 of the NE 1/4 LESS and except the following two parcels:

Commence at the SE corner of the NE 1/4 of the NE 1/4 and run thence West along the South line of said NE 1/4 of the NE 1/4 a distance of 465 feet to P.O.B.; continue thence West along said south line a distance of 150 feet; thence run North, perpendicular to said South line, a distance of 125 feet; run thence East and parallel with said South line a distance of 150 feet; run thence South, perpendicular to said South line a distance of 125 feet to P.O.B.

AND
Commence at the SE corner of said NE 1/4 of the NE 1/4 and run thence West along the South line of said NE 1/4, a distance of 804.44 feet to P.O.B.; continue thence West along said South line, 220 feet; thence run North perpendicular to said South line a distance of 345 feet; run thence East and parallel with said South line a distance of 220 feet; run thence South perpendicular to said South line, a distance of 345 feet to P.O.B.; LESS East 30 feet for road right-of-way.

SECTION 12: The NW 1/4 of the NW 1/4 LESS the following parcel:
Begin at the SE corner of East 1/2 of said NW 1/4 of the NW 1/4 of said Section 12; run thence West along the South boundary of said NW 1/4 of NW 1/4 a distance of 417.5 feet; run thence North along a line parallel to the East boundary line of said NW 1/4 of NW 1/4 a distance of 417.5 feet; run thence East along a line parallel to the South boundary line of said NW 1/4 of NW 1/4 a distance of 417.5 feet to the East boundary line of said NW 1/4 of NW 1/4; run thence South along the East boundary line of said NW 1/4 of NW 1/4 to P.O.B.

LESS THE FOLLOWING FOUR PARCELS:
A portion of Sections 1 and 12, Township 33 South, Range 24 East, Hardee County, Florida, described as follows:

Commence at the northwest corner of said Section 12; thence South 00°06'42" East along the west line of the northwest quarter of the northwest quarter of said Section 12 a distance of 413.05 feet to the POINT OF BEGINNING; thence South 89°56'23" East a distance of 502.43 feet; thence North 00°14'38" West a distance of 188.48 feet; thence North 15°34'18" East a distance of 167.40 feet; thence North 34°34'37" East a distance of 159.51 feet; thence South 89°15'00" East a distance of 100.67 feet; thence South 03°11'11" East a distance of 151.48 feet; thence North 89°44'56" East a distance of 489.56 feet; thence North 01°27'10" West a distance of 142.03 feet; thence North 84°06'34" East a distance of 86.64 feet to the east line of the southwest quarter of the southwest quarter of said Section 1; thence South 00°15'09" East along said east line of the southwest quarter of the southwest quarter a distance of 75.28 feet to the northeast corner of the northwest quarter of the northwest quarter of said Section 12; thence South 00°05'09" East along the east line of said northwest quarter of the northwest quarter a distance of 908.20 feet to the north

northwest quarter; thence North 89°39'27" West along said north line of the South 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the west line of the East 417.50 feet of said northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter; thence South 00°05'09" East along said west line of the East 417.50 feet of the northwest quarter of the northwest quarter a distance of 417.51 feet to the south line of said northwest quarter of the northwest quarter; thence North 89°39'27" West (erroneously referred as "thence North 89°39'27" West?" in Deed recorded in OR Book 530, Page 41, public records of Hardee County, Florida) along said south line of the northwest quarter of the northwest quarter a distance of 901.36 feet to the southwest corner of said northwest quarter of the northwest quarter; thence North 00°06'42" West along the west line of said northwest quarter of the northwest quarter a distance of 912.10 feet to the POINT OF BEGINNING. Less and Except the West 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the northeast corner of said Section 11; thence South 00°06'42" East along the east line of the northeast quarter of the northeast quarter of said Section 11 a distance of 221.80 feet to the POINT OF BEGINNING; thence continue South 00°06'42" East along said east line of the northeast quarter of the northeast quarter a distance of 1103.35 feet to the southeast corner of said northeast quarter of the northeast quarter; thence South 89°46'25" West along the south line of said northeast quarter of the northeast quarter a distance of 465.00 feet to the east line of the West 150.00 feet of the East 615.00 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 150.00 feet of the East 615.00 feet of the northeast quarter of the northeast quarter a distance of 125.00 feet to the north line of the South 125.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 125.00 feet of the northeast quarter of the northeast quarter a distance of 150.00 feet to the west line of the East 615.00 feet of said northeast quarter of the northeast quarter; thence South 00°06'42" East along

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Commence at the southeast corner of the northeast quarter of the northwest quarter of said Section 11; thence South 89°47'40" West along the south line of said northeast quarter of the northwest quarter a distance 633.48 feet to the POINT OF BEGINNING; thence continue South 89°47'40" West along said south line of the northeast quarter of the northwest quarter a distance of 683.11 feet; thence North 00°23'52" East a distance of 388.36 feet; thence South 88°13'58" East a distance of 519.38 feet; thence South 65°08'30" East a distance of 179.99 feet; thence South 00°23'52" West a distance of 294.23 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

AND ALSO LESS AND EXCEPT THE FOLLOWING PARCELS OF LAND: IN TOWNSHIP 33 SOUTH, RANGE 24 EAST, HARDEE COUNTY, FLORIDA

SECTION 1:

The south 30.00 feet of the N 3/4 of the W 1/2.
The north 30.00 feet of the S 1/4 of the W 1/2.
The west 30.00 feet of the S 1/4 of the W 1/2. LESS, the north 30.00 feet thereof.
The north 30.00 feet of the NE 1/4 of the SW 1/4 of the SE 1/4.
The south 30.00 feet of the NW 1/4 of the SE 1/4.

SECTION 2:

A strip of land 60.00 feet in width the centerline of which being the centerline of the pavement (as it exists on January 1, 1995), for "Payne Creek Road", said road running generally north-south through the center of the N 1/2 of the E 1/2. LESS, any part thereof lying within the north 1280.40 feet of the west 264.00 feet of the NE 1/4 of the NE 1/4, which is intended to be those lands owned by Paynes Creek Primitive Baptist Church and Cemetery, AND LESS any part thereof lying in the south 30.00 feet of the N of said Section 2.

The south 30.00 feet of the N 1/2.
The north 30.00 feet of the S 1/2.
The west 30.00 feet of the NW 1/4 of the SW 1/4.

or the northeast quarter a distance of 125.00 feet to said south line of the northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter of the northeast quarter a distance of 189.44 feet to the east line of the West 220.00 feet of the East 1024.44 feet of said northeast quarter of the northeast quarter; thence North 00°06'42" West along said east line of the West 220.00 feet of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the north line of the South 345.00 feet of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said north line of the South 345.00 feet of the northeast quarter of the northeast quarter to the west line of the East 1024.44 feet of said northeast quarter of the northeast quarter a distance of 220.00 feet; thence South 00°06'42" East along said west line of the East 1024.44 feet of the northeast quarter of the northeast quarter a distance of 345.00 feet to the south line of said northeast quarter of the northeast quarter; thence South 89°46'25" West along said south line of the northeast quarter and along the south line of the northwest quarter of the northeast quarter of said Section 11 a distance of 472.60 feet; thence North 01°46'42" West a distance of 303.50 feet; thence North 39°22'58" East a distance 631.14 feet; thence North 88°50'31" East a distance of 598.11 feet; thence North 58°52'14" East a distance of 591.97 feet to the POINT OF BEGINNING.

Less and Except the East 30.00 feet thereof for Talley Road; Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

A portion of Section 11, Township 33 South, Range 24 East, Hardee County, Florida, described as follows: Begin at the southwest corner of the northwest quarter of the northeast quarter of said Section 11; thence North 00°04'32" West along the west line of said northwest quarter of the northeast quarter a distance of 364.77 feet; thence South 89°33'47" East a distance of 380.57 feet; thence South 45°55'53" East a distance of 49.70 feet; thence South 00°04'32" East a distance of 325.66 feet to the south line of said northwest quarter of the northeast quarter; thence South 89°46'25" West long said South line of the northwest quarter of the northeast quarter a distance of 416.22 feet to the POINT OF BEGINNING. Subject to the unrecorded maintained right-of-way for C.R. 664 on the south side.

The west 30.00 feet of the following described parcel:

That part of the SW 1/4 of the SW 1/4 of the NW 1/4 lying south of a ditch centerline, which ditch centerline begins on the west boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 at a point lying 496.75 feet (measured along said west boundary) north of the southwest corner thereof and runs easterly to the east boundary of said SW 1/4 of the SW 1/4 of the NW 1/4 at a point lying 517.76 feet (measured along said east boundary) north of the southeast corner thereof.

The east 30.00 feet of the SE 1/4 of the SE 1/4.

SECTION 3:

The east 30.00 feet of the NE 1/4 of the SE 1/4.

SECTION 11:

The east 30.00 feet of the NE 1/4 of the NE 1/4; subject to the right-of-way for County Road 664 along the south side thereof.

SECTION 12:

The west 30.00 feet of the NW 1/4 of the NW 1/4; subject to the right-of-way for County Road 664 along the south side thereof.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

F. Marshall Deterding, Esquire
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

**LIST OF WATER AND WASTEWATER UTILITIES IN HARDEE COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FLORIDA PLANNING COUNCIL
P.O. BOX 2089
BARTOW, FL 33831

CLERK, BOARD OF COUNTY COMMISSIONERS, HARDEE COUNTY
P. O. BOX 1749
WAUCHULA, FL 33873-1749

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF BOWLING GREEN
P. O. BOX 608
BOWLING GREEN, FL 33834-0608

MAYOR, CITY OF WAUCHULA
P. O. BOX 818
WAUCHULA, FL 33873-0818

MAYOR, TOWN OF ZOLFO SPRINGS
P. O. BOX 162
ZOLFO SPRINGS, FL 33890-0162

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

**LIST OF WATER AND WASTEWATER UTILITIES IN HARDEE COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

UTILITY NAME

STATE OFFICIALS

MANAGER

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>POLK COUNTY</u>	
ALTURAS UTILITIES, L.L.C. (WU871) P. O. BOX 566 MAINES CITY, FL 33845-0566	CHRISTIE MCCORMICK (863) 421-6827
ANGLERS COVE WEST, LTD. (WS817) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (863) 647-1581
AQUA UTILITIES FLORIDA, INC. (WS884) 762 WEST LANCASTER AVENUE BRYN MAWR, PA 19010-3402	KIMBERLY A. JOYCE (610) 645-1077
CAL CLAIR, INC. D/B/A BREEZE HILL UTILITY (WS863) P. O. BOX 1408 LAKE WALES, FL 33859-1408	CALVIN C. BLAKE (863) 696-1666
CHC VII, LTD. (WS816) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (863) 647-1581
CROOKED LAKE PARK SEWERAGE COMPANY (SU785) 227 CALOOSA LAKE CIRCLE, NORTH LAKE WALES, FL 33859-8605	KENNETH J. KNOWLTON (863) 638-3117
CYPRESS LAKES UTILITIES, INC. (WS800) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919
FOUR LAKES GOLF CLUB, LTD. (WS815) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (863) 647-1581
FOUR POINTS UTILITY CORPORATION (WS898) 101 GOLDEN MALAY PALM WAY DAVENPORT, FL 33897-8602	DENNA MEIXNER (863) 424-0130
GOLD COAST UTILITY CORP. (WS899) 12292 FLORIDA AVENUE STUART, FL 34994-9141	KEITH A. BURGE (772) 201-3299
GRENELEFE RESORT UTILITY, INC. (WS770) 5601 WINDHOVER DRIVE ORLANDO, FL 32819-7914	BILL GOAZIOU (407) 351-3350

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>POLK COUNTY</u>	
HIDDEN COVE, LTD. (WS814) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (863) 647-1581
KEEN SALES, RENTALS AND UTILITIES, INC. (WU771) 685 DYSON ROAD HAINES CITY, FL 33844-8587	EARLENE KEEN (863) 421-6827
MOUNTAIN LAKE CORPORATION (WU791) P. O. BOX 832 LAKE WALES, FL 33859-0832	ROBERT F. MARTIN (863) 676-3494
ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789) 250 AVENUE K, S.W., SUITE 103 WINTER HAVEN, FL 33880-3919	CAROL C. RHINEHART (863) 324-3698
PARK WATER COMPANY (WU776) 25 FIRST AVENUE NORTH LAKE WALES, FL 33859-8761	ANTHONY STAIANO (863) 638-1285
PINECREST RANCHES, INC. (WU779) P. O. BOX 2427 BARTOW, FL 33831-2427	S. NORMAN DUNCAN (863) 559-7997
PLANTATION LANDINGS, LTD. (WS813) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL, (863) 647-1581
RIVER RANCH WATER MANAGEMENT, L.L.C. (WS850) 5601 WINDHOVER DRIVE ORLANDO, FL 32819-7936	MARK WALTRIP (407) 351-3351 EXT 101
S. V. UTILITIES, LTD. (WS812) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (863) 647-1581
SUNRISE UTILITIES, LLC (WU870) P. O. BOX 566 HAINES CITY, FL 33845-0566	CHRISTIE MCCORMICK (863) 421-6827
TEVALO, INC. D/B/A MCLEOD GARDENS WATER COMPANY (WU841) P. O. BOX 2898 WINTER HAVEN, FL 33883-2898	LAURA V. GRIFFITH (863) 293-2577

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

UTILITY NAME

MANAGER

POLK COUNTY

WEST LAKELAND WASTEWATER, INC. (SU836)
P. O. BOX 2303
EATON PARK, FL 33840-2303

SUZZANE AVERETT BRITT
(863) 665-1748 EXT 25

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL
P.O. BOX 2089
BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW
450 NORTH WILSON
BARTOW, FL 33831-3954

CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
P. O. BOX 9000, DRAWER CC-1
BARTOW, FL 33831-9000

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF AUBURNDALE
P. O. BOX 186
AUBURNDALE, FL 33823-0186

MAYOR, CITY OF DAVENPORT
P. O. BOX 125
DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE
P. O. BOX 129
EAGLE LAKE, FL 33839-0129

MAYOR, CITY OF FROSTPROOF
P. O. BOX 308
FROSTPROOF, FL 33843-0308

MAYOR, CITY OF FT. MEADE
P. O. BOX 856
FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY
P. O. BOX 1507
HAINES CITY, FL 33845-1507

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF LAKE ALFRED
120 EAST POMELO STREET
LAKE ALFRED, FL 33850-2136

MAYOR, CITY OF LAKE WALES
P. O. BOX 1320
LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FL 33801-5086

MAYOR, CITY OF MULBERRY
P. O. BOX 707
MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN
P. O. BOX 2277
WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE
P. O. BOX 1000
DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLCREST HEIGHTS
151 SCENIC HIGHWAY, N.
P. O. BOX 129
BABSON PARK, FL 33827-0127

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
02/15/2008 - 04/14/2008**

UTILITY NAME

STATE OFFICIALS

MANAGER

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL. 32399-1300

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL. 32399-0850

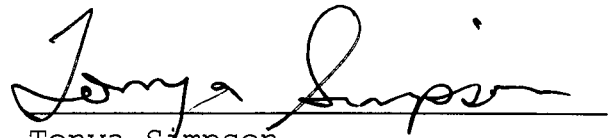
TBBT UTILITY LLC
Affidavit

EXHIBIT K

Original Certificate Notice

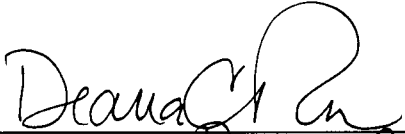
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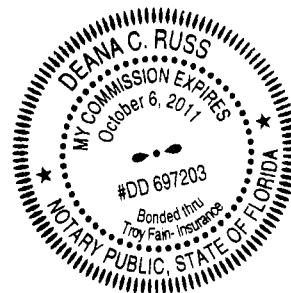
I, Tonya Simpson, secretary of F. Marshall Deterding, attorney for TBBT UTILITY LLC do hereby certify and swear that I mailed the attached Notice to all the property owners within the territory affected by the proposed original certificate on this 18th day of February, 2008, in accordance with the requirements of PSC Rule 25-30.030, Florida Administrative Code.


Tonya Simpson

STATE OF FLORIDA)
COUNTY OF Leon)

The foregoing instrument was acknowledged before me this 18th day of February, 2008 by Tonya Simpson, who is personally known to me.


Print Name Deana C. Russ
Notary Public
State of Florida at Large
My Commission Expires:



AFFIDAVIT

STATE OF FLORIDA

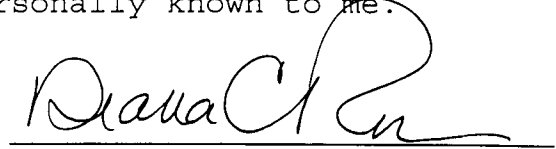
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TONYA M. SIMPSON, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of F. Marshall Deterding, attorney for TBBT UTILITY LLC and that on February 18th, 2008, she did send by regular mail, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.


Tonya M. Simpson

Sworn to and subscribed before me this 18th day of February, 2008, by Tonya M. Simpson, who is personally known to me.



Print Name
NOTARY PUBLIC

My Commission Expires

