

April 29, 2013

VIA HAND DELIVERY

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COMMISSION  
CLERK

130105-WS

Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: **Application of Consolidated Services of Hendry & Collier, LLC for Original Water and Wastewater Certificate in Hendry & Collier Counties, Florida**

Dear Ms. Cole,

Enclosed please find the original and five copies of the completed application of Consolidated Services of Hendry & Collier, LLC for original water and wastewater certificate. A check in the amount of \$3,000 is enclosed for the application for water certificate, as well as a check for \$3,000 for the application for wastewater certificate. One copy of the territory map is included in an 11" x 17", as well as a 24" x 36". The original and two copies of the tariffs are included.

Additionally, the original and five copies of the Petition for Variance From or Waiver of Rules 25-30.033 (1)(h), (1)(m), (1)(o), (1)(t), (1)(u), (1)(v), and (1)(w) are enclosed, along with the original and five copies of the Request for Oral Argument on the Petition for Variance From or Waiver of Rules 25-30.033 (1)(h), (1)(m), (1)(o), (1)(t), (1)(u), (1)(v), and (1)(w).

The original and five copies of a Request for Confidential Classification is also enclosed.

Should you have any questions regarding this response, please do not hesitate to contact me.

Sincerely,

JOHN L. WHARTON  
For the Firm

COM	_____
AFD	_____
APA	_____
ECO	_____
ENG	_____ 2 + MAPs
GCL	_____
IDM	_____
TEL	_____
CLK	_____

JLW/brf

Enclosures

DOCUMENT NUMBER-DATE

02261 APR 29 2013

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Consolidated Services of Hendry & Collier, LLC, for original water and wastewater certificates in Hendry and Collier Counties, Florida.

DOCKET NO. 130105-  
DATE FILED: WS

COMMISSION  
CLERK

13 APR 29 PM 1:52

RECEIVED-FPSC

APPLICATION FOR ORIGINAL WATER  
AND WASTEWATER CERTIFICATES

Consolidated Services of Hendry & Collier, LLC ("Consolidated Services"), pursuant to 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, hereby applies for original certificates authorizing it to provide water and wastewater service in Hendry and Collier Counties, Florida, and in support submits the following information:

1. The full name and address of the Applicant:

Consolidated Services of Hendry & Collier, LLC  
3602 Colonial Court  
Fort Myers, Florida 32913

2. The names, address, telephone number, facsimile number and email addresses of Consolidated Services' counsel are:

John L. Wharton, Esquire  
Sundstrom, Friedman Fumero, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
Phone: (850) 877-6555  
Fax: (850) 656-4029  
[jwharton@sfflaw.com](mailto:jwharton@sfflaw.com)

3. Consolidated Services requests that the certification and rate setting processes be bifurcated. Such bifurcation procedure has been previously approved by the Commission and is in the public interest in this case. Concurrent with the instant application, Consolidated Services

is submitting its Petition for Variance from or Waiver of Rules seeking to defer the filing of various matters required by Rule 25-30.033, Fla. Admin. Code, which pertains to the design and setting of rates, for a period of three years.

4. Consolidated Services is a Delaware Limited Liability Corporation created on April 2, 2013. Attachment "A" is a certified copy of Consolidated Services' Certificate of Active Status.

5. Consolidated Services is a wholly owned subsidiary of Consolidated Citrus Limited Partnership ("Consolidated Citrus"), which is one of the largest citrus growers in the United States. The primary owner of Consolidated Citrus is King Ranch, one of the largest family-owned land owners in the United States. At nearly 830,000 acres, King Ranch (which is in Texas) is the largest ranch in the United States. Consolidated Citrus' operations consist of more than a dozen separate grove locations throughout the southern half of Florida on approximately 53,605 acres. The holdings of Consolidated Citrus in Florida include approximately 24,000 acres in Collier and Hendry Counties.<sup>2</sup> This application encompasses 12,400 acres.

6. The lands which Consolidated Services seeks to certificate transverse the county boundary of Collier and Hendry Counties. Those lands are comprised of several contiguous tracts. See Attachment "B". These properties have traditionally been used for agricultural purposes. This application is filed for the purposes of insuring that the current and future needs for water and wastewater service within the lands owned by Consolidated Citrus will be met. In order to do the long range planning necessary to insure the effective, efficient, and timely provision of these services to all of these properties, it is imperative that the planning process

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<sup>2</sup> All of the properties for which Consolidated Services seeks certification are owned by Turner Groves Limited Partnership, which is owned and controlled by Consolidated Citrus. For the purposes of this application, the landowner is referred to as either Consolidated Citrus or as the "related party" of Consolidated Services.

begin now (in fact, it is ongoing) which includes certification of Consolidated Services to allow for that detailed and timely planning. If Consolidated Citrus waits until every potentiality actually presents itself before beginning to certificate a water and wastewater service territory for its properties, it may be severely inhibited in its ability to act and react on the various possibilities and/or demands for utility services as they materialize. It is critical that Consolidate Citrus (and it is one of the primary reasons that Consolidated Citrus created Consolidated Services and is seeking this certificate) be in the position to adapt and evolve so as to meet the needs for the types of uses described in the application, as well as those needs which develop or present themselves at a later time.

7. Ownership or other rights beneficial to use of any facilities, lands, or land rights needed by Consolidated Services in order to optimally provide service throughout the proposed territory will be provided by the related party landowner (Consolidated Citrus) as and when needed in order to ensure that the needs for utility services are met in accordance with Consolidated Services' obligations, its tariff, the Florida Statutes and rules of the Commission, and good utility management practices.

8. Consolidated Services is proposing to establish a single water and wastewater system for Collier and Hendry Counties. Consolidated Services' facilities in both counties will be functionally related and operationally integrated. Consolidated Services will employ operation, maintenance, and technical advisory personnel as necessary to ensure the efficient construction and operation of the utility to meet the future and expanding need for service anticipated within the proposed territory. Consolidated Services' system will be managed from a single centrally-located office. Personnel responsible for management, maintenance, customer service and

administrative support will be the same for both counties. Staffing, planning, and budgeting will be done on a system-wide basis rather than on a county-by-county basis. Moreover, operating costs will not vary materially from county to county and rates will be uniform throughout the proposed service area.

There is currently no central potable water or wastewater service in the service territory described in this application. No other utilities within the area proposed to be served are presently capable of providing service in the area. Since Consolidated Services' affiliate currently owns all of the land within the proposed service area, and can provide uniform service across county boundaries, it will be in the best position to provide water and wastewater service in the most efficient and cost-effective manner to those lands.

9. Consolidated Services (in addition to those services needed as indicated elsewhere in the application) will consider the provision of exempt and/or non-exempt bulk water; the possibility of providing central water and wastewater services to agricultural workers upon the properties of Consolidated Citrus; the availability of central/regional water to assist South Florida Water Management District as it engages in water supply planning efforts; and the availability of central wastewater treatment as may be required by recent changes in state and federal law. All of this could potentially be accomplished in the context of partnerships with other private enterprises or public entities.

10. Florida is the fourth most populous state in the United States. Despite the fact that this population lives, works and recreates within an area that is smaller than 21 other states, Florida continues to have a unique class of citizen – the large, rural, often agriarian, landowner. Over the past 20 years, this Commission, ever mindful of its empowerment (and in fact its

mandate) by the Florida legislature to liberally construe the provisions of Chapter 367 for the accomplishment of the purposes of the Water and Wastewater System Regulatory Law (see §367.011(3), Fla. Stat.) has certificated hundreds of thousands of acres owned or controlled by large landowners. The Commission has certificated large territories owned or controlled by applicants or their related parties encompassing dozens or even hundreds of square miles for which no development was imminent.<sup>3</sup> In each and every instance, the landowner/applicant asserted, and the Commission ultimately accepted, that certification is an essential planning and development tool as the uses and the demands for service on the lands certificated evolve and develop over time. That planners and other powers-that-be at governmental utilities have embraced the concept that the declaration of large service areas (even in the absence of any immediate need for service or short-term plans to expand or construct facilities on every parcel therein) is palpable. As this Commission is aware, many municipal, county, and quasi-governmental utilities have established districts or service areas in rural areas which are often remote from either existing facilities or imminent residential or commercial development. Large landowners such as Consolidated Citrus, Evans Properties, Deseret Ranches, Miami Corporation, and those similarly situated, are a unique class of applicants under Chapter 367 and the types of services which these utilities may provide will most certainly encompass the "traditional" water and wastewater service to residential, commercial and industrial customers, as well as applications, possibly through public-private relationships or other coordination with state or local government, which fill evolving niches as Florida grows and the need to preserve and protect water resources increases and demands for different treatment technologies intensifies.

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<sup>3</sup> For instance, ECFS (300,000 acres); Farmton (50,000 acres); Grove Land (11,208 acres); Town and Country (90,000 acres); Braden River (28,000 acres).

11. The goal of Consolidated Citrus in the formation of Consolidated Services is to insure it can add value to the land and identify ways to remain profitable by supporting expanded agricultural operations and diversifying its revenue streams into environmental services, alternative energy and targeted development opportunities. This application is but one manifestation of Consolidated Citrus' intention to evolve as a land owner and to prepare itself for the future in a way that meets its own needs and is consistent with the public interest. The citrus groves which are located upon many of these lands have a disease (*Huanglongbing*) that afflicts citrus throughout the state. It is, to current knowledge, incurable and progressive. This is a primary motivation to Consolidated Citrus to position its properties so that they can be utilized for varied purposes into the future. Consolidated Citrus is not a company that has decided to segue from agricultural pursuits to sprawling development as has happened in so many places in Florida. Consolidated Citrus is analyzing and refocusing its resources to a variety of uses for its properties, including the growth of cutting edge biofuels<sup>4</sup>, and even algae which could be processed on-site (in facilities which will have a demand for water) to create bioenergy. Consolidated Citrus has engaged, and will remain willing to engage, with state and local government to discuss and explore how water resources might be shared and allocated in a way that reduces water demand, water use, and undesirable discharges to Florida water bodies. These are things which Consolidated Citrus, as a corporate citizen and a large landowner, desires to be positioned to address in a timely manner, rather than reacting to a proposal or possibility after the fact.

12. The establishment of a public utility should occur in an orderly fashion. For a myriad of reasons, this has not always been the case. Large landowners are in a particularly

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<sup>4</sup> The Florida Office of Energy, within the Department of Agriculture, working cooperatively with the PSC and other agencies, is actively encouraging consideration of the implementation of bio-energy technologies. Section 366.92(1) provides that it is the intent of the legislature to promote the development of renewal energy, including the use of biomass as an energy source.

unique position to construct, design, and locate utility facilities in a way that is consistent with the timing of their needs and plans. The certification of large landowner properties allows the utility, as the economy shifts and improves (or even during times of recession), to be available when and as needed so that growth can be met and so that innovative, cutting edge uses for jurisdictional utility services in the future can be explored and considered as viably available. Even so, large landowner owned and controlled utilities exist in conjunction with the oversight of this Commission so that utility facilities are not expanded in an inordinately expensive or inefficient way.

13. Consolidated Citrus has every incentive to insure that growth upon its properties occurs in an orderly manner which will enhance the quality of life of the persons who live on the property and in the surrounding areas. It is Consolidate Citrus' continuing intention that the use of the resources of its properties occurs in a way that is sound, efficient, and environmentally acceptable. Consolidated Citrus has demonstrable experience in water management though its agricultural operations and is a leader in water conservation measures and innovative resource management techniques for the use of non-potable water. Certification of Consolidated Services by the Commission will allow the applicant to provide service consistent with state water policy and to properly manage the water resources of the area, as well as to meet wastewater service needs, as they arise. Certification is an essential preliminary step in order to plan, permit, construct and provide water and wastewater services particularly in the case of wastewater, proper planning requires certification several years in advance of connecting customers.

14. The business address for all the foregoing for the purposes of this application is the same as that of the Consolidated Services.



**WHEREFORE**, Consolidated Services requests that the Commission grant:

- (a) its request to bifurcate this proceeding;
- (b) its application for original water and wastewater certificates; and,
- (c) such other relief as is just and reasonable.

Respectfully submitted this 29th day of April, 2013, by:

SUNDSTROM, FRIEDMAN & FUMERO, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555/(850) 656-4029 FAX  
jwharton@sfflaw.com



JOHN L. WHARTON  
Attorneys for Consolidated Services

**ATTACHMENT "A"**

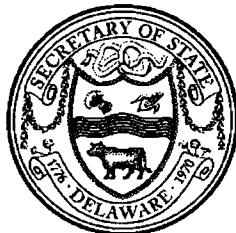
**Certificate of Active Status**

# Delaware

PAGE 1

*The First State*

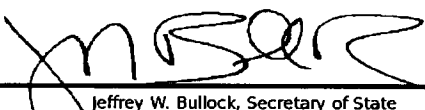
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CONSOLIDATED SERVICES OF HENDRY AND COLLIER, LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF APRIL, A.D. 2013, AT 5:32 O'CLOCK P.M.



5313015 8100

130389037

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0333316

DATE: 04-03-13

**CERTIFICATE OF FORMATION  
OF  
CONSOLIDATED SERVICES OF HENDRY AND COLLIER, LLC**

I, the undersigned natural person of the age of eighteen years or more, acting as an authorized person of a limited liability company under the Delaware Limited Liability Company Act, do hereby submit the following Certificate of Formation for such limited liability company:

**ARTICLE I**

The name of the limited liability company is CONSOLIDATED SERVICES OF HENDRY AND COLLIER, LLC.

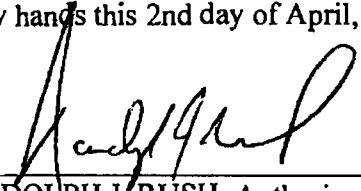
**ARTICLE II**

The address of the limited liability company's initial registered agent in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of its initial registered agent at such address is Corporation Service Company.

**ARTICLE III**

KR Florida Operations, LLC, a Delaware limited liability company, shall serve as the initial manager of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hands this 2nd day of April, 2013.

  
\_\_\_\_\_  
RANDOLPH J. RUSH, Authorized Person  
329 Park Avenue North, Second Floor  
Winter Park, FL 32789

**ATTACHMENT "B"**

**Service Area Map**

# Attachment B Service Area Map

September 20, 2012

## Legend

- Proposed Service Area
- Immokalee, Florida
- LaBelle, Florida
- cntbnd



## Consolidated Services

3602 Colonial Court, Fort Myers, Florida 33913

Note:  
This exhibit was prepared utilizing numerous data sources, including public and private Geographic Data Libraries, and is the property of King Ranch/CCLP. This exhibit is intended for general information only, any use or distribution of this exhibit without prior, written authorization of King Ranch/CCLP is prohibited.

**APPLICATION FOR ORIGINAL CERTIFICATE  
FOR A PROPOSED OR EXISTING SYSTEM REQUESTING  
INITIAL RATES AND CHARGES  
(Pursuant to Section 367.045, Florida Statutes)**

To: **Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for original certificate(s) to operate a water and wastewater utility in Hendry and Collier Counties, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

A)

The full name (as it appears on the certificate), address and telephone number of the applicant:

<u>Consolidated Services of Hendry &amp; Collier, LLC</u>	<u>(239) 275-4060</u>	
Name of utility	Phone No.	
<u>3602 Colonial Court</u>	<u>(239) 275-4973</u>	
Office street address	Fax No.	
<u>Fort Myers</u>	<u>Florida</u>	<u>33913</u>
City	State	Zip Code

Mailing address if different from street address  
Internet address, if applicable

B)

The name, address and telephone number of the person to contact concerning this application:

<u>Mitchel A. Hutchcraft, Vice President</u>	<u>239-210-9040</u>		
Name	Phone No.		
<u>3602 Colonial Court</u>	<u>Fort Myers</u>	<u>Florida</u>	<u>33913</u>
Street Address	City	State	Zip Code

and

John L. Wharton of Sundstrom, Friedman & Fumero, LLP (850) 877-6555  
Name Phone No.

2548 Blairstone Pines Drive, Tallahassee Florida 32301  
Street Address City State Zip Code

C) Indicate the organizational character of the applicant: (check one)

Corporation  Partnership  Sole Proprietorship

Other: Limited Liability Company  
(Specify)

D) If the applicant is a corporation, indicate whether it has made an election under Internal Revenue Code Section 1362 to be an S Corporation:

Yes \_\_\_\_\_ No

E) If the applicant is a corporation, list names, titles and addresses of corporate officers, directors, partners, or any other person(s) or entities owning an interest in the applicant's business organization. (Use additional sheet if necessary).

Not applicable.

F) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

The Applicant is a limited liability company wholly owned by Consolidated Citrus Limited Partnership.

## PART II NEED FOR SERVICE

A) Exhibit A - A statement regarding the need for service in the proposed territory, such as anticipated (or actual) development in the area. Identify any other utilities within the area proposed to be served which could potentially provide such service in the area and the steps the applicant took to ascertain whether such other service is available.

Contained within the boundaries of the proposed service area are a wide variety of existing uses that would benefit from efficient provision of water and/or sewer service. These uses include a 6,000 square foot grove office, housing for 126 H2A harvesting crew members, 10 staff/manager



residences, barns, storage facilities, oil well production facilities, etc. In addition to these uses (which are listed in full in Exhibit A, and also discussed elsewhere throughout this application and its attachments), are anticipated uses which may include intensified agricultural uses (alternative crops, aeroponics, aquaculture, bio-fuel feed stock) which may require enhance water delivery services, processing facilities (bio-fuel facilities, crushers, shellers, packing houses, cold storage), economic development activities (development of industrial, commercial or retail uses that support job growth and economic expansion for Hendry and Collier County), and a variety of housing, civic and recreational uses that will support the anticipated and desired growth within Hendry and Collier Counties. An explanation of currently entitled densities is set forth on page 15.

- B) Exhibit B - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan, as approved by the Department of Community Affairs at the time the application is filed. If the provision of service is inconsistent with such plan, provide a statement demonstrating why granting the certificate would be in the public interest.

**PART III      SYSTEM INFORMATION**

**A)      WATER**

- (1) Exhibit C - A statement describing the proposed type(s) of water service to be provided (i.e., potable, non-potable or both).
- (2) Exhibit \* - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- (3) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

The Applicant proposes to serve general service, residential, intensified agribusiness, and exempt and non-exempt bulk service customers.

- (4) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

N/A

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- (5) Indicate the design capacity of the treatment plant in terms of equivalent residential connections (ERGs) and gallons per day (gpd). If development will be in phases, separate this information by phase.

* (ERCs)	(GPD) Phase I
* (ERCs)	(GPD) Phase II MAX
* (ERCs)	(GPD) Phase III MAX
* (ERCs)	(GPD) Phase IV MAX
* (ERCs)	(GPD) Phase V MAX
* (ERCs)	(GPD) Phase VI MAX

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- (6) Indicate the type of treatment:

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information. However, a conceptual description of the water and wastewater facilities and a brief description of their operations can be found in Exhibit "C".

- (7) Indicate the design capacity of the transmission and distribution lines in terms of ERGs and gpd. If development will be in phases, separate this information by phase.

* (ERCs)	(GPD) Phase I
* (ERCs)	(GPD) Phase II MAX
* (ERCs)	(GPD) Phase III MAX
* (ERCs)	(GPD) Phase IV MAX
* (ERCs)	(GPD) Phase V MAX
* (ERCs)	(GPD) Phase VI MAX

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- (8) Provide the date the applicant began or plans to begin serving customers:

Service will begin as soon as immediately possible after certification and rate approval by the Commission, on an as and when needed basis.

- (9) Exhibit D - Evidence, in the form of a warranty deed, that the utility owns the land where the water facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

**B) WASTEWATER**

- (1) Exhibit \* -The number of equivalent residential connections (ERGs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERGs by meter size and customer class.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information. An explanation of currently entitled densities is set forth on page 15.

- (2) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

The Applicant currently is proposing to serve mainly general service and residential customers within the proposed service area.

- (3) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

---

N/A



Service will begin as soon as immediately possible after certification and rate approval by the Commission, on an as and when needed basis.

- (9) Exhibit E - Evidence, in the form of a warranty deed, that the utility owns the land where utility treatment facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease.

The Commission may consider a written easement or other cost-effective alternative. The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

**PART IV      FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit F - A statement regarding the financial and technical ability of the applicant to provide reasonably sufficient and efficient service.
- B) Exhibit G - A detailed financial statement (balance sheet and income statement), certified if available, of the financial condition of the applicant, showing all assets and liabilities of every kind and character. The income statement shall be for the preceding calendar or fiscal year. If an applicant has not operated for a full year, then the income statement shall be for the lesser period. The financial statement shall be prepared in accordance with Rule 25-30.115, Florida Administrative Code. If available, a statement of the source and application of funds shall also be provided.
- C) Exhibit H - A list of all entities, including affiliates, upon which the applicant is relying to provide funding to the utility, and an explanation of the manner and amount of such funding, which shall include their financial statements and any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- D) Exhibit \*- A schedule showing the projected cost of the proposed system (or actual cost of the existing system) by uniform system of accounts (USOA) account numbers pursuant to Rule 25-30.115, F.A.C. In addition, provide the capacity of each component of the

system in ERGs and gallons per day. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. Provide a separate exhibit for the water and sewer systems.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- E) Exhibit \*- A schedule showing the projected operating expenses of the pro-posed system by USOA account numbers when 80 percent of the designed capacity of the system is being utilized. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. In addition, if the utility has been in existence for at least one year, provide actual operating expenses for the most recent twelve months. Provide a separate exhibit for the water and sewer systems.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- F) Exhibit \*- A schedule showing the projected capital structure, including the methods of financing the construction and operation of the utility until the utility reaches 80 percent of the designed capacity of the system(s).

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- G) Exhibit \*- A cost study, including customer growth projections, which supports the proposed rates, miscellaneous service charges, customer deposits and service availability charges. A sample cost study is enclosed with the application package. Provide a separate cost study for the water and sewer systems.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- H) Exhibit \*- If the base facility and usage rate structure (as defined in Rule 25-30.437(6), F.A.C.) is not utilized for metered service, provide an alternative rate structure and a statement supporting why the alternative is appropriate.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

- I) Exhibit \* - If a different return on common equity other than the current equity leverage formula established by order of the Public Service Commission pursuant to Section 367.081(4), F.S. is utilized, provide competent substantial evidence supporting the use of a different return on common equity. Information on the current equity leverage formula may be obtained by contacting the accounting section at the listed number.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

**PART V ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC)**

**Please note the following:**

- A) Utilities obtaining initial certificates pursuant to Rule 25-30.033, F.A.C., are authorized to accrue AFUDC for projects found eligible pursuant to Rule 25-30.116(10), F.A.C.
- B) A discounted monthly AFUDC rate calculated in accordance with Rule 25-30.116(3), F.A.C, shall be used to insure that the annual AFUDC charged does not exceed authorized levels.
- C) The date the utility shall begin to charge the AFUDC rate shall be the date the certificate of authorization is issued to the utility so that such rate can apply to initial construction of the utility facilities.

**PART VI TERRITORY DESCRIPTION AND MAPS**

**A) TERRITORY DESCRIPTION**

Exhibit I - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code. If the water and wastewater service territories are different, provide separate descriptions.

**B) TERRITORY MAPS**

Exhibit J - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes

and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit \*- One copy of detailed map(s) showing proposed lines, facilities and the territory proposed. **Additionally, identify any existing lines and facilities.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

\*Consolidated Services has requested a temporary variance from or waiver of the rule requiring this information.

**PART VII NOTICE OF ACTUAL APPLICATION**

A) Exhibit K - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection;



(8) and the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit.

- B) Exhibit L - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit.
- C) Exhibit M - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS WILL BE A LATE-FILED EXHIBIT.

## **PART VIII FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 3,000 (for water) and \$ 3,000 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

(1) For applications in which the utility has the capacity to serve up to 500 ERCs, the filing fee shall be \$750.

(2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs, the filing fee shall be \$1,500.

(3) For applications in which the utility has the capacity to serve up to 2,001 ERCs to 4000 ERCs, the filing fee shall be \$2,250.

(4) For applications in which the utility has the capacity to serve more than 4,000 ERCs, the filing fee shall be \$3,000.

## **PART IX TARIFF**

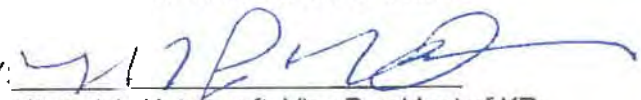
Exhibit N - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.

**PART X AFFIDAVIT**

State of Florida  
County of Lee

I, Mitchel A. Hutchcraft, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:



Mitchel A. Hutchcraft, Vice President of KR Florida Operations, LLC, as manager of Consolidated Services of Henry & Collier, LLC

Sworn to and subscribed before me this 19 day of April, 2013, by Mitchel A. Hutchcraft, as Vice President of KR Florida Operations, LLC, as manager of Consolidated Services of Hendry & Collier, LLC. He is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Public

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### **EXHIBITS**

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**Exhibit A**  
**Need for Service**

The proposed certificated area encompasses lands that are currently being utilized for active agriculture and farm worker housing. The portions of the property proposed to be certificated in Collier County are part of the Rural Land Stewardship program and located within a "receiving area" to allow for the development of a rural village or similar use. The areas proposed to be certificated in Hendry County are part of an on-going Sector Plan process to designate future development and preservation areas. The Sector Plan will allow the following development program in Hendry County:

**Hendry County**

- Residential: 19,000 units
- Commercial (retail and office): 1,500,000 square feet
- Industrial: 1,500,000 square feet
- Hotel: 400 rooms

**Property in Hendry County owned by Consolidated Citrus**

Of the entire Sector Plan area, the anticipated entitlements for the property owned by Consolidated Citrus in Hendry County are as follows:

- Residential: 6,000 units
- Commercial (retail and office): 500,000 square feet
- Industrial: 500,000 square feet
- Hotel: 150 rooms

**Property in Collier County owned by Consolidated Citrus**

The property owned by Consolidated Citrus in Collier County is part of the Rural Land Stewardship Program and has the following estimated entitlements:

- Residential: 9,000 units
- Commercial (retail and office): 525,000 square feet
- Industrial: 225,000 square feet
- Hotel: 250 rooms (total for both Hendry or Collier Counties)

The subject property is in both Hendry and Collier Counties and currently not served by nor projected to be served by either Hendry County Utilities or Immokalee Utilities. While the Collier portion is in the Immokalee Utilities' service area, the current and projected capacity of Immokalee Utilities is insufficient to serve these entitlements and it is unlikely that the service area would ever cross county lines to serve the entire Sector Plan area that is in both Collier and Hendry Counties. Utility service under this certificate can be centrally located, servicing the area without the need to extend water lines over greater undeveloped or sparsely developed areas. The most likely initial need consists of existing farm worker housing and regular agriculture operations.

**OTHER AREA UTILITIES**

Immokalee Utilities does not have the capacity nor any plan to serve the entire proposed service area. The WTP and WWTP of Immokalee Utilities are located 6.3 miles from SR 82, which is the mid-point of the proposed service area. Consolidated Services intends to explore the potential for a collaborative alliance and the execution of an interlocal agreement with Immokalee Utilities. No existing utility operating within Hendry and Collier Counties has the viable potential to provide water and/or wastewater service to the proposed service area. There

are no other utilities within any reasonable proximity to the proposed service area who are currently able to provide the services proposed by Consolidated Services. Consolidated Services has reviewed local utility facilities and has determined that no other existing entity is in a better position than Consolidated Services to provide such service when and as needed. Consolidated Services, because of its affiliation with the landowner, and its ability to seamlessly provide services across jurisdictional boundaries, is in a far better position to coordinate the orderly growth and implementation of such services when appropriate.

- Please see Consolidated Services' application cover pleading, Exhibit "C", the Petition for Variance From or Waiver of Rules 25-30.033 (1)(h), (1)(m), (1)(o), (1)(t), (1)(u), (1)(v), (1)(w), and the letter of Consolidated Citrus (p. 18) for a further statement of the need for certification. These existing facilities, at a minimum, are anticipated to be included in the initial phase of service.

## Request for Service/Letter of Support



*Consolidated Citrus Limited Partnership  
3602 Colonial Court  
Fort Myers, FL 33913*

*April 18, 2013*

Mr. Mitchel A. Hutchcraft  
Consolidated Services of Hendry & Collier, L.L.C  
3602 Colonial Court  
Fort Myers, FL 33913

Re: Request for Utility Service

Dear Mr. Hutchcraft,

Please consider this letter as a request from Consolidated Citrus Limited Partnership to Consolidated Services of Hendry and Collier County, LLC to provide potable water and wastewater to the following facilities, on an as-available and as-needed basis, on the lands of Consolidated Citrus in Collier and Hendry Counties:

- 6,000 SF Grove Office
- H2A – Harvesting housing for 126 workers
- 10 staff/manager residents
- 3,000 SF Corporate meeting and guest facility (6 bedrooms, kitchen, living area, swimming pool)
- 5,000 SF Operational Barn (Cow Slough)
- Maintenance Barn (south side)
- Storage Barn (south side)
- Equipment Barn (south side)
- Maintenance Barn (north side)
- Storage Barn (north side)
- Equipment Barn (north side)
- Five vehicle wash stations
- Youngquist Brothers – lease area containing storage, wash down facilities, well and mixing station
- Oil operations – 3 well head and production areas



Other activities on the property which are actively under consideration, and which may require service from the utility, include::


- *Additional H2A – Farm worker Housing to accommodate an additional 30 -- 150 workers*
- *Expanded Oil production and transfer stations*
- *Irrigation for, and processing of alternative food and energy crops*

Consolidated Citrus understands that prior to the provision of service it will be required to pay a reasonable connection fee and monthly charges for water and wastewater service from the utility, and that such fee and charges will be established by the Florida Public Service Commission.

Sincerely,

Consolidated Citrus Limited Partnership

By: KB Florida Operations, LLC, its general partner



By: Charles W. Lucas, President



*Consolidated Citrus Limited Partnership  
3602 Colonial Court  
Fort Myers, FL 33913*

*April 18*, 2013

Ms. Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

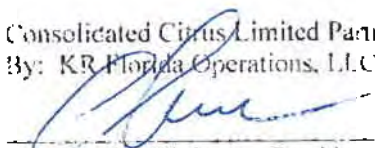
Re: Consolidated Services of Hendry & Collier, LLC

Dear Ms. Cole,

Consolidated Citrus, LP is writing in support of the original certificate application filed by Consolidated Services of Hendry & Collier, LLC. Consolidated Citrus anticipates utilizing the proposed utility services in Collier and Hendry Counties. Consolidated Citrus owns all the land within the proposed service boundaries of the utility. Consolidated Services plans to expand in phases to coincide with the increasing need for utility service on the lands of Consolidated Citrus so that the utility services required are provided when and as needed.

Sincerely,

Consolidated Citrus Limited Partnership  
By: KR Florida Operations, LLC, its general partner

  
By: Charles W. Lucas, President



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

November 26, 2012

Mr. Mitch Hutchcraft  
Vice President - Real Estate  
Consolidated Citrus, LP  
3602 Colonial Court  
Fort Myers, FL 33913

Dear Mr. Hutchcraft:

**Subject: Southwest Hendry Sector Plan**

The South Florida Water Management District welcomes the opportunity to work with you on the Southwest Hendry Sector Plan. We appreciate meeting with you to review the proposed project including the draft water supply data and analysis. We recognize that you will be submitting an application to the Florida Public Service Commission to establish a water utility and look forward to continued coordination with you on water resource planning.

District staff is available to provide technical assistance as needed in developing sound, sustainable solutions to meet future water needs and to protect the region's water resources. For further assistance, I may be contacted at 561-682-2925 or [rbraun@sfwmd.gov](mailto:rbraun@sfwmd.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "RAB", followed by a long horizontal flourish.

Rod A. Braun  
Director  
Office of Intergovernmental Programs

RAB/ad

**Exhibit B**  
**Consistency with Local Comprehensive Plan**

Consolidated Services' request for certification is not inconsistent with the local comprehensive plan of Hendry or Collier Counties.

In Hendry County, the land on which the community will be developed is currently classified for agricultural use. The density allowed in the agricultural land use category allows for 1 dwelling unit per 5 acres and farm worker housing (which is currently in existence). The land in Hendry County is going through a Sector Plan process as outlined in Chapter 163.3245, F.S., with a projected entitlement of 1 dwelling unit per gross acre and additional non-residential entitlements as preliminarily outlined below.

Residential: 6,000 units  
Commercial (retail and office): 500,000 square feet  
Industrial: 500,000 square feet  
Hotel: 150 rooms

In Collier County, the property is located in the Rural Land Stewardship Overlay and within an area described for sending uses. In accordance with the RLSA guidelines, the following can be built.

Residential: 9,000 units  
Commercial (retail and office): 525,000 square feet  
Industrial: 225,000 square feet  
Hotel: 250 rooms

Consolidated Services acknowledges that compliance with local and state land use requirements will be required. The project developers have undertaken full scale development planning and approval processes with all relevant agencies.

**Exhibit C**  
**Customers, Facilities and Services**

## Exhibit C

### Potential Customers

The proposed utility may provide water and wastewater services for residential (e.g., single family homes, multifamily homes, and farm worker housing), commercial (e.g., offices, retail, ranch operation offices, and company retreat facility), industrial (e.g., manufacturing, warehouses and citrus processing), and hotel. Other potential customers that may need the services of the proposed utility include, but are not limited to, agriculture (including biofuel crops, hydroponics, aquaculture, and wash stations), recreational (e.g., golf, playing fields, and water/sprinkler park), energy production (e.g., oil & gas development and ethanol production), mining (e.g., sand processing), and market-based water quality treatment (e.g., water quality trading and storm water mitigation).

### Conceptual Water Treatment Facility

The following provides a conceptual description of a water treatment facility that may be developed to service the water supply needs of a potential residential community.

The raw water supply will be groundwater from the Sandstone aquifer. Lands within the service area are presently used for agriculture and water use permits issued by the South Florida Water Management District (SFWMD) allow the withdrawal of large volumes of groundwater from the Sandstone aquifer for agricultural irrigation. The conversion of lands from agriculture to residential use will result in an overall reduction in the volume of groundwater withdrawn from the Sandstone aquifer. Aquifer testing using agricultural production wells has been performed and demonstrate adequate yield to supply raw water from the Sandstone aquifer. A wellfield will be constructed near the water treatment facility to serve the entire service area. Laboratory analyses of groundwater from existing agricultural production wells constructed the Sandstone aquifer indicate water quality is good with total dissolved solids of approximately 500 milligrams per liter.

Raw water may be treated by nanofiltration, which is also referred to as “membrane softening”. The treatment process is assumed to operate at an 85 percent recovery rate. Pretreatment may include sand strainers, raw water acidification, antiscalant feed, and micron cartridge filtration. The membrane system will include stainless steel membrane feed pumps and feed piping, membrane skids (pressure vessels, skid piping, membrane elements, control valves, and instrumentation), a membrane cleaning system, and process piping. Post-treatment may include packed-tower type degasification, a caustic (NaOH) feed system for pH adjustment, and application of a corrosion inhibitor. The application of post-treatment chemicals will be performed in a clearwell. Pre-treatment and post-treatment chemicals include bulk storage tanks and containment basins, day tanks, metering pumps, chemical piping, and chemical injection pumps and/or diffusers. Auxiliary power may be provided by an

on-site generator to power the supply well pumps and water treatment facility as required by the Florida Department of Environmental Protection (FDEP). An adequately sized ground storage tank may also be provided for storage capacity.

Concentrate from the nanofiltration process may initially be combined with domestic wastewater and treated by the on-site wastewater treatment process. Initially, the treated wastewater may be used to recharge the water-table aquifer using a rapid infiltration basin. Treated wastewater may be reused to supplement irrigation of the residential landscape once adequate flow volumes are generated. Disposal of excess treated wastewater and concentrate from the water treatment plant may be accomplished using a deep injection well.

The water treatment plant may be contract operated by an outside provider. Certified operators will perform routine daily maintenance and equipment adjustments as required. In addition, operators shall be on call 24 hours per day 7 days per week.

### Conceptual Wastewater Reclamation Facility

The following provides a conceptual description of a wastewater reclamation facility (WRF) that may be developed to service the water supply needs of a potential residential community.

The wastewater effluent will be treated to meet public access reuse requirements prior to irrigation application. Class I reliability standards will be met including treatment process redundancy and auxiliary power generation. The wastewater treatment plant will be co-located with the water treatment plant.

Preliminary treatment will include screening for solids and grit removal. Initial wastewater flows will not exceed treatment plant capacity, but future flow variations will be accommodated using a flow equalization basin designed to accommodate upwards of 40% of the treatment plant flow capacity. Treatment may be accomplished by an activated sludge process such as the Modified Ludzac Ettinger Process (MLEP). The MLEP process consists of an anoxic basin to remove nitrogen, aeration basin to activate the microorganisms, and a clarifier to settle out the solids. Additional nutrient removal processes may be included in the WRF as deemed necessary.

### Operations

The WRF and WTP will also be co-located to minimize construction costs and operated from a single office. Personnel responsible for management, maintenance, customer service, and administrative support will be for a single utility operating in both Hendry and Collier Counties. Staffing, planning, and budgeting will also be performed on a single utility system-wide basis. Operation costs will not vary materially from county to county and rates will be uniform throughout the utility's service area. Water and wastewater transmission lines will transect county lines as necessary to accommodate service needs as necessary.



Exhibit D  
Land Ownership for Water Facilities

Attached is a letter from Consolidated Citrus Limited Partnership, owner of the land to be certificated (including the future water and wastewater utility facilities sites), stating that once the exact location of such sites is determined through the master planning process, Consolidated Citrus will enter into a long-term (99-year) lease with Consolidated Services substantially in the form as that attached hereto, ensuring the continuous availability of those sites to Consolidated Services.

## Letter and Water Lease



**Consolidated Citrus**

*Consolidated Citrus Limited Partnership  
3602 Colonial Court  
Fort Myers, FL 33913*

April 18, 2013

Mr. Mitchel A. Hutchcraft  
Consolidated Services of Hendry & Collier, LP  
3602 Colonial Court  
Fort Myers, FL 33913

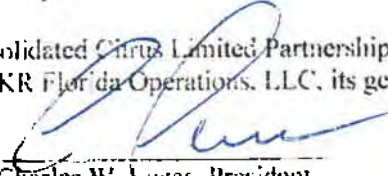
Re: Water Lease

Dear Mr. Hutchcraft,

Consolidated Citrus Limited Partnership, owner of the land to be certificated, including the future water and wastewater utility sites, will enter into a long term Lease with Consolidated Services of Hendry & Collier, LLC, the same to be substantially in the form of that attached hereto, for such sites once the exact location of such sites is known through the master planning process.

Sincerely,

Consolidated Citrus Limited Partnership  
By: KR Flor da Operations, LLC, its general partner

  
By: Charles W. Lucas, President

CL/br

## WATER LEASE AGREEMENT

**THIS WATER LEASE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Consolidated Citrus Limited Partnership, a Delaware limited partnership (hereinafter referred to as "Owner"), and Consolidated Services of Hendry & Collier, LLC, a Delaware limited liability company (hereinafter referred to as ("Service Company").

### RECITALS

**WHEREAS**, Owner is the owner of certain real property which may be used for, among other things, the provision of public water services; and,

**WHEREAS**, Service Company is a Florida Public Service Commission ("PSC") certified utility authorized to provide water service which desires to utilize portions of the Property of owner for the provision of such water services.

**NOW, THEREFORE**, in consideration of ten dollars (\$10), and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS.

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

A. "Property" - The land described in **Exhibit "A"** represents the certificated service territory of Service Company.

B. "Site Facilities" – All wells, casings, pumps and water withdrawal, supply, treatment, transmission, and distribution pipes and equipment, and other appurtenant and associated facilities to be located within the Sites.

C. "Sites" – The sites upon which Site Facilities will be located as shown on **Exhibit B**, attached hereto.

D. "Service Company" shall, where applicable, include all officers, directors, employees, agents, contractors and subcontractors of Service Company, in which case all such parties agree to be bound by the applicable provisions of this Lease.

#### 2. PURPOSE AND TERM.

Owner hereby leases to Service Company, and Service Company hereby leases from Owner, certain portions of the Property owned by Owner, upon the terms and subject to the conditions set forth herein. This Lease shall be effective for a period of ninety-nine (99) years beginning immediately upon its execution unless sooner terminated as provided herein.

### 3. DESCRIPTION OF LEASED PREMISES.

For Service Company's purposes, Owner and Service Company agree to a lease of portions of the Property (the Sites) for installation and use of the Site Facilities. A description of the Sites is attached hereto as **Exhibit "B."** Service Company's use of any portion of the Property shall not now, or in the future, be a detriment to Owner's agriculture operations, silviculture operations, residential or commercial facilities, or other activities in areas adjacent to the Sites.

Service Company shall submit to Owner a copy of any plans and specifications prepared in connection with the Site Facilities on any proposed Site. Service Company shall not commence any activities on the Property without first obtaining Owner's prior written approval of such plans and specifications. All construction shall be undertaken with reasonable diligence in a good and workmanlike manner and in compliance with all applicable permits, authorizations, building codes, zoning laws, and all other legal requirements. If Service Company desires an alternative Site size or configuration, authorization for such alternative shall be in the sole discretion of Owner. In the event any governmental entity or authority regulation requires the size of a Site to exceed that originally agreed to herein, all Sites identified thereafter shall conform to such governmental regulation, and the compensation paid pursuant to this Lease shall increase on a prorata basis, based on additional use of the Property.

Owner grants Service Company the nonexclusive right to utilize portions of the Property for the purposes of water production and treatment and use of the Site Facilities. Such right constitutes a substantial property right granted to Service Company and a substantial basis upon which the Service Company has agreed to pay the Rent established within this Lease.

### 4. RENTAL/ROYALTY PAYMENTS.

a) **Annual Rent.** Service Company shall pay to Owner an annual rental payment of \$\_\_\_\_\_ per acre per site, plus any applicable tax (the "Annual Rent") all as compensation for the Service Company's right to Owner's property and the impact of Service Company's right to utilize the surface and the impact of such uses on the Sites.

b) **Royalty Payments.** In the event that Service Company withdraws more than 4,000,000 gallons of water per year from the Sites, Service Company shall pay Owner the sum of \$0.10 per thousand gallons of water withdrawn from the Sites, plus any applicable tax (the "Royalty") all as compensation for the Service Company's right to withdraw water from the Site.

c) **Measurement of Water Production.** Service Company shall measure the water produced from the Sites with a read-out meter at each well head, tank battery and/or sales delivery point. The face of the meter shall be visible to Owner at all times and Owner's royalty payment for water shall be based on the full amount of water production indicated by such meter and not reduced by subsequent loss or shrinkage occurring down-stream. The meter(s) should be calibrated on a regular basis to assure accuracy.

d) **Adjustments to the Annual Rent and Royalty.** 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 Annual Rent and the Royalty to be paid over the next 3-year period. The purpose of renegotiating the Annual Rent and the Royalty is to reflect the increase in fair value of the Sites, and the rights to withdraw water over the last 3-year period.

e) Resolution of Impasse. If Service Company and Owner are unable to agree on the amount of increase in the Annual Rent or the 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 Annual Rent and/or the 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 upon 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 Annual Rent or the Royalty below the amount of the Annual Rent or the Royalty in effect at the time the negotiations or calculations are conducted as set forth herein or below the then existing Annual Rent or Royalty plus inflation using the compounded index percentage approved for regulated water utilities by the Florida Public Service Commission for each intervening year since that last Annual Rent and Royalty amount was set.

f) Effect of Restrictions. In addition to renegotiating the Annual Rent and the 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 Sites, or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near Sites, or as a result of withdrawals or activities related to withdrawals, Service Company and Owner shall negotiate the Annual Rent and the Royalty. The purpose of this renegotiation shall be to reflect the diminution in value. If Service Company and Owner are unable to agree on a renegotiated Annual Rent or 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 Service Company and Owner 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.

g) In addition to the Annual Rent and Royalty, Service Company agreed to pay for all electricity, gas, water, telephone, and other utility or third party services used by it on or about the Site.

## 5. PERMITS.

Prior to constructing or operating any of the Site Facilities, Service Company shall obtain, at its sole expense, all permits, certificates, and approvals as may be required by any governmental entity, including, without limitation, PSC, county or State governments, U.S. Army Corp of Engineers, USEPA, and the Florida Department of Environmental Protection (DEP). Owner has the right to approve, prior to filing, the identity of the applicant and the form

and substance of any permit application.

Service Company shall operate and maintain all Site Facilities in a safe, efficient and sufficient manner and in compliance with any and all federal, state, and local laws and regulations and be responsible for initiating, maintaining and supervising all safety precautions and programs deemed necessary by regulatory authorities and industry standards. The Site Facilities shall be designed to minimize environmental degradation to the Property. Service Company shall operate and maintain the Site Facilities to support these objectives.

Service Company shall prepare and submit in timely manner all reports on operation and maintenance of the Site Facilities as required by local, state, and federal regulatory agencies and make all such records available for review by Owner.

#### 6. USE OF WELL SITES.

The Sites shall be used for the sole purpose of the operation of the Site Facilities. If, after installation of the Site Facilities, Owner shall reasonably determine that, for Owner's beneficial use of the Property, a certain component of the Site Facilities must be relocated, Owner will provide a substitute Site located as close as reasonably possible to the original Site, and Owner shall bear the expense of such relocation.

Service Company agrees to refrain, and to prevent its employees, invitees, agents, and contractors, from bringing any hazardous materials onto the Property, except for cleaning fluids in de minimis quantities, those necessary for water production and supply, and fuel for emergency power generation. All such materials shall be stored in proper containers and in compliance with all legal requirements. Service Company covenants and agrees to indemnify, defend and hold Owner harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any hazardous materials in, on or about the Property at any time during the term of the Lease, or resulting from the acts or omissions of Service Company or its respective employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any investigation, monitoring and remediation costs.

Service Company shall not have the right to place any signs or other advertising material on the Property without the prior written consent of Owner; provided that, Service Company shall have the right to erect or display any signage that may be required by law in the operation of the Site Facilities on the Property.

#### 7. UNUSEABLE SITE FACILITIES.

If any Site Facilities become unusable, upon written notice by Service Company to Owner, the Site upon which the unusable facility is located shall no longer be subject to the terms of this Lease, as of the date the Site is taken out of service and all necessary abandonment, reconditioning, and cleanup work is completed. In such event, in Owner's sole discretion, Service Company shall: (i) properly abandon the Site Facilities on the Site, at Service Company's expense, in accordance with applicable DEP, USEPA requirements and other



applicable statutes, ordinances, or regulations and such other requirements as may reasonably be imposed by Owner for the plugging or abandonment of such facilities; and remove all Site Facilities on the Site; or, (ii) convey all or a portion of the Site Facilities to Owner. Upon the abandonment of any Site Facilities or the removal of Site Facilities from any Site, Service Company shall clean up the Site and leave the same in neat and presentable condition.

Owner shall not in any way be responsible or liable to Service Company at any time for any loss, damage or expense resulting from any change in any Sites suitability to serve as a Site for Site Facilities or any changes in the quality or quantity of such water that can be treated, stored or disposed of on such Sites, or the character of the Property, or for it being no longer suitable for Service Company's requirements or for any cessation or interruption of the operation of the Site Facilities, nor shall any variation in any way relieve Service Company of any obligation under this Lease.

## 8. MAINTENANCE AND REPAIR.

During the term of this Lease, Service Company shall be responsible for the continuous operation and maintenance of the Site Facilities unless otherwise agreed to in writing by Service Company and Owner. Service Company shall keep the Sites and Site Facilities in a neat, clean and presentable condition.

Service Company shall institute preventive and corrective maintenance programs for the Site Facilities and shall staff the Site Facilities with the appropriate number of certified operators and hourly or salaried employees consistent with regulatory requirements and good management practice. Service Company shall be responsible for maintaining the Sites (including mowing) and the Site Facilities, and for replacement of any component parts when necessary due to destruction, wear and tear or otherwise.

Service Company shall perform periodic monitoring, sampling and testing as required by its DEP, USEPA, and other applicable permits or regulations. Service Company shall provide or secure laboratory services for testing and analysis for all constituents as necessary to comply with regulatory requirements. All such sampling, monitoring, analysis and reporting shall be in compliance with agency approved quality assurance/quality control programs and all permits and regulations.

All Site Facilities 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 respond to any emergencies during or after regular business hours as necessary as quickly as possible. Should an event of regulatory noncompliance occur, Service Company shall act promptly to correct such noncompliance or, if such noncompliance cannot be promptly corrected, Service Company shall promptly commence reasonable actions to correct the noncompliance and diligently pursue same. Such event of noncompliance or emergency shall be reported to Owner upon notification to applicable regulatory agencies or, if no such notification is required, promptly following such event.

9. ELECTRICAL POWER.

Service Company shall be responsible for securing electric power for the Site Facilities. Owner shall reasonably cooperate with Service Company in securing electrical power for Sites from the closest power source. Owner shall have the right to approve the location of poles, transformers, electrical lines, and other necessary installations, which approval shall not be unreasonably withheld. Owner shall have the right to require underground installation of utilities, all at Service Company's expense. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, and negotiation of documents and for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Site.

10. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive license for ingress and egress to the Sites during the term of this Lease, 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 Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads or access-ways other than county or state roads, Service Company shall so notify Owner and Owner shall make reasonable efforts to specify existing roads or access-ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease, but Owner shall have no affirmative obligation to improve, maintain, or repair any such road or access-way for use by Service Company.

Any roads or access-ways used by Service Company shall be used by Service Company at its own risk, 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 upon termination of this Lease.

11. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on the Property. Service Company covenants that Service Company will save Owner harmless from all damage caused by Service Company or its agents or employees to such livestock or wildlife and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on the Property by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on the Property. Service Company will at no time cause any fires to be set on the property unless prior written consent of Owner has been obtained. 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 violate the provisions of this paragraph, Owner shall be entitled to ban such person or persons from the Property. 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.

12. INSPECTION BY OWNER.

Owner or Owner's agent may, at any time, enter upon any Site to view the condition thereof, to obtain water samples for water quality testing, and to observe Service Company's

operations thereon.

### 13. TAXES.

This Lease is an absolutely net lease. All amounts payable hereunder to or on behalf of Owner shall be paid without notice or demand, and without set-off counterclaim, abatement, suspension, deduction or defense. It is the intent of the parties hereto that all Annual Rents payable under this Lease shall be an absolutely net return to Owner and that Service Company shall pay all costs and expenses relating to the Property and the business carried on therein. Any amount or obligation relating to the Property which is not expressly declared to be that of Owner under this Lease shall be deemed to be an obligation of Service Company

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

Owner may require Service Company to pay all real estate taxes, tangible personal property taxes, intangible personal property taxes, and assessments of any kind, and all increases in such taxes on the Sites leased hereunder, and any Site Facilities constructed, owned, or operated by Service Company accruing during the term of this Lease, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Sites, whether actual payment of such taxes is made during the term of this Lease or thereafter. If Service Company is required to pay such taxes, Owner shall promptly provide applicable tax notices and pro-rations, which shall thereafter be payable when due.

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, the parties shall make appropriate adjustments or pro-rations to determine tax liability. Such tax liability shall be computed based on the most recently available valuations, millage, 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.

### 14. INSURANCE.

Unless Owner agrees in writing to alternative coverage, Service Company covenants and agrees to obtain and maintain during the term of this Lease the following insurance coverage:

a) General Liability. Commercial General Liability covering claims for bodily injury, death and property damage, including Comprehensive Form, Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual, Broadform Property Damage, Cross Liability and Hostile Fire liability coverages, with a combined single limit of \$1,000,000 for bodily injury, death and property damage each or per occurrence and \$2,000,000 general aggregate, with pollution coverage, in an amount of not less than \$1,000,000. Additionally, the policy shall not exclude X, C, or U (Explosion, Collapse or Underground) or Subsidence. As used in this Lease "Subsidence" is defined as sinking or settling of land caused by heavy rains or man-made caverns. Subsidence does not include earth movement caused by an earthquake.

b) **Umbrella Liability.** Excess Liability insurance providing limits of not less than \$10,000,000 each occurrence and annual aggregate over General Liability, Automobile Liability, and Employers Liability.

c) **Environmental Liability.** Pollution Legal Liability providing On-Site Clean-up protection and Third Party Off-Site Clean-up of Pollution Conditions, as well as protection for Bodily Injury and Property Damage resulting from operations granted under this Lease. Limit of Liability shall be no less than \$10,000,000. Owner shall be an Additional Insured.

d) **Automobile Liability.** Comprehensive Automobile Liability covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 for bodily injury, death and property damage per occurrence and \$1,000,000 general aggregate.

e) **Fire and Extended Coverage Insurance on Improvements and Personalty.** During the Term of this Lease, Service Company shall keep all improvements, installations, machinery and equipment placed by it and all other personal property placed by it on the Leased Premises continuously insured against loss or damage by theft, fire or lighting (with extended coverage if available) in an amount equal to the fair market value thereof, subject to reasonable and customary deductibles. If at the time of any loss Service Company is in default to Owner, Owner may require the proceeds be paid to Owner to satisfy Service Company's obligation to Owner. If Service Company is not in default under this Lease, the proceeds shall be used for the repair or restoration of the property regarding which loss occurred, if the property is needed for the future development of the Leased Premises.

f) **Workers' Compensation.** Service Company covenants and agrees that all employees of Service Company or any other persons performing work on the Leased Premises pursuant to this Lease will be fully covered by or insured always by Workers' Compensation. Service Company shall comply with all applicable Workers' Compensation laws, rules and regulations of the state in which the Leased Premises is located and shall make all necessary contributions or other payments.

g) **Employer's Liability.** Employer's Liability insurance in an amount of not less than \$500,000 each accident.

h) **Policy Requirements.** All certificates of insurance furnished by Service Company to evidence insurance coverage shall provide for thirty days written notice by the insurance company to the designated representative of Owner before the cancellation, material change or non-renewal of any insurance policy referred to in this Lease. All liability insurance policies shall be written on an "occurrence" policy form and by insurance companies acceptable to Owner with a Best's Key Rating Guide of B+ or better, with a financial rating of at least VI. If Service Company fails at any time to maintain the insurance coverage as required above, Lessee Service Company shall cease operations immediately and shall not resume operations pursuant to this Lease until after the failure has been corrected. Except for Workers' Compensation Insurance, Owner and its subsidiaries and/or affiliates shall be named as an Additional Insured on all such required policies. The additional insured endorsement must be ISO CG20 10 11 85 or other form with like wording. If the additional insured endorsement is not ISO CG20 10 11 85 or like form, Service Company must maintain Completed Operations coverage with additional insured extension for a period of two (2) years after completion and acceptance by Owner of the work performed. Service Company shall be responsible for payment of any and all

deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Service Company pursuant to this Paragraph shall be primary coverage regardless of whether or not Owner has similar coverage. Service Company shall not perform any operations on the Leased Premises unless and until evidence of such insurance, including renewals thereof, has been delivered to and approved by Owner. Owner reserves the right to require a certified copy of the policies or to examine the actual policies. Service Company shall not self-inure any of the insurance coverages required by this Lease without the prior written consent of Owner. The minimum limits of coverage required by this Lease may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of Service Company to Owner under this Lease.

i) Certificate of Insurance Evidencing Coverage. Service Company shall give Owner's Resource Title a certificate of insurance evidencing the above coverage before conducting any operations on the Leases Premises. The certificate shall provide for 10 days written notice by the insurance company to the designated representative of Owner before the cancellation, material change or non-renewal of this policy. If Service Company fails at any time to maintain the insurance coverage as required above, Service Company shall cease operations on the Leased Property immediately and shall not resume operations until the failure has been corrected. The coverage afforded under any insurance policy obtained by Service Company pursuant to this paragraph shall be primary coverage regardless of whether or not Owner has similar coverage. Except for Workers' Compensation and employer liability insurance, Owner shall be named as additional insured under all policies of insurance issued to Service Company according to the terms of this Lease. Service Company shall not self-inure any of the insurance coverage required by this Lease without the prior written consent of Owner.

15. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner, its shareholders, officers, directors, employees, and agents (all such indemnities herein referred to as "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 the acts or omissions of Service Company, its agents or contractors, in the use, occupancy or operation of any Site, Site Facilities, or any activities of Service Company, its agents or contractors, on the Property. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of any violation of any law, ordinance, or governmental regulation applicable to Service Company, its agents or contractors use or occupancy of any Site or Site Facilities.

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 this Lease.

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.

16. DEFAULT.

A. The occurrence of one or more of the following constitutes an event of default by Service Company:

(1) The failure of Service Company to perform any obligation for the payment of money when due;

(2) 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, for more than twenty (20) days after notice thereof shall have been given to Service Company or, if such default is of such nature that it cannot, with due diligence, be completely remedied within twenty (20) days, such longer period of time as may be reasonably necessary to remedy provided that Service Company shall commence, within said period of twenty (20) days, and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after notice of such default shall have been given to Service Company;

(3) Breach by Service Company of the obligations set forth in Section 15 without any notice, grace, or curative period;

(4) 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;

(5) Assignment of Service Company's property for the benefit of creditors is made;

(6) 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 receiver, conservator, or officer is not discharged and possession of the property is not restored to Service Company;

(7) Service Company's interest in the Sites or Site Facilities are 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; or,

(8) Service Company abandons the Property.

B. 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.

C. 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.

17. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder without the express written consent of Owner. Any assignment, pledge or encumbrance of Service Company's stock or ownership interest shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease. Owner has the unequivocal right to sell any or all of the Property, and to assign any or all of its rights hereunder, upon written notice to Service Company.

18. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given in writing and transmitted by messenger service, Certified Mail Return Receipt requested, telegram, or by a nationally recognized overnight courier service. For the purpose of this Lease the addressees of the party are as follows:

Owner:	Service Company:
Consolidated Citrus Limited Partnership Attn: Charles W. Lucas 3602 Colonial Court Fort Myers, FL 33913	Consolidated Services of Hendry & Collier, LLC Attn: Mitchel A. Hutchcraft 3602 Colonial Court Fort Myers, FL 33913

Notice given by certified mail shall be deemed received when the Return Receipt is signed for. 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.

19. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party that includes, but is not limited to, any of the following: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, hurricanes, storms, terrorist acts, governmental acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the party claiming Force Majeure.

20. 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.

21. 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.

22. REMEDIES.

A. In the event a party fails to perform any of its obligations hereunder, the non-defaulting party shall be entitled to: (i) terminate this Agreement by written notice delivered to the other party and pursue all remedies available at law or in equity; (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the default and proceed as contemplated herein.

B. Upon the occurrence of an event of default by Service Company, and in addition to the other remedies set forth herein, Owner may (a) re-enter and repossess the Property, or any part thereof, by judicially mandated force, summary proceedings, ejections or otherwise; and, (b) remove all persons and property there from, whether or not this Lease has been formally terminated hereunder, it being understood and agreed that Owner shall have no liability by reason of any such re-entry, repossession or removal except to the extent caused by Owner's gross negligence or willful misconduct, and no such re-entry or taking of possession of the Real Estate by Owner shall be construed as an election on Owner's part to terminate this Lease unless a written notice of such intention be given to Service Company.

C. If Service Company breaches any of its obligations under this Lease, and the same shall constitute an event of default, then in addition to any other right or remedy Owner may have, Owner may perform such obligations on Service Company's behalf and the cost thereof, together with interest thereon, shall become due and payable as additional rent to Owner upon demand.

D. In addition to other remedies provided in this Lease, Owner shall be entitled to seek and obtain temporary and permanent injunctive relief to prevent and restrain any breach or contemplated breach or threatened breach of and to specifically enforce the provisions of this Lease, and Owner shall not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off counterclaim or cause of action by Service Company against Owner or any other person shall not constitute a defense to the enforcement by Owner of its rights under this Lease.

23. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions



hereof by Owner 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.

#### 24. EMINENT DOMAIN

If during the term of this Lease, all or substantially all of the Sites or leased Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate and all right, title and interest of Service Company hereunder shall cease on the date of vesting of title pursuant to such eminent domain proceeding, and all rents and other sums payable by Service Company hereunder, shall be prorated to the date of such vesting. The net award from such taking shall mean all amounts payable as a result of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and other reasonable expenses for such proceeding incurred by Owner plus all amounts payable pursuant to any agreement with any condemning authority (which agreement shall be deemed to be a taking) made in settlement of, or under threat of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and reasonable expenses incurred as a result thereof. Service Company shall be entitled to a portion of the net award equal to the then net book value of Service Company's interest in the improvements.

If during the Term there is a taking by exercise of the power of eminent domain of less than all or substantially all of the Property, which taking includes a portion of the Service Company improvements, this Lease shall remain in full force and effect without abatement or reduction of rents, or other charges required to be paid by Service Company except as herein provided. In such event, Service Company shall proceed diligently to rebuild, replace and repair the improvements as near as legally and structurally practicable to their former condition, subject to approval of the location and nature of the improvements by Owner. Provided that no event of default exists, Service Company shall be entitled to use the portion of the net award applicable to the improvements, if any, to make such repairs, subject to reasonable conditions imposed by Owner, including, but not limited to the deposit of such portion of the net award within an escrow account and conditioning disbursements from such account in a manner similar to draw requests under an institutional construction loan. All such rebuilding, replacing and repairing shall be carried out in accordance with the provisions of this Lease. If the portion of the net award received by Service Company is insufficient to cover the cost of repair, then the deficiency shall be paid by Service Company. If the taking includes one or more tenanted areas, then the Annual Rent shall be reduced in the same proportion that the Annual Rent for the affected tenanted areas bears to the total annual payment for all tenanted areas.

#### 25. SURRENDER OF POSSESSION

Service Company hereby covenants and agrees that at the expiration of the term of this Lease, by its own terms or any earlier termination upon a default, in the sole discretion of Owner: (i) sole ownership of the Sites, Site Facilities and all related improvements, and the right to their possession and use shall automatically pass to Owner without payment or consideration of any kind; or (ii) Service Company shall be required, at its expense, to remove all improvements, fixtures and equipment from all Sites, and all Site Facilities from the Property,

and restore the Property to a condition substantially the same as existed prior to this Lease (excluding restoration of forest and plant growth). Service Company shall not join in, consent to, or permit any liens, encumbrances or other matters of any kind which affect title to such improvements, if allowed under this Lease, to extend beyond the term of the Lease, and Service Company shall, upon expiration or sooner termination of this Lease, return the Property to Owner, free and clear of all encumbrances. In the event Owner elects to take possession and use of the improvements on the Property, although these provisions are intended to be self-executing, Service Company hereby agrees to execute any further documents requested by Owner to confirm Owner's sole ownership of and marketable title to such improvements and Service Company's grant and conveyance thereof to Owner hereby made.

If Service Company does not vacate the Property when required by the terms of this Lease, Service Company shall be a tenant at sufferance and, in addition to all other damages and remedies to which Owner may be entitled for such holding over: (a) Service Company shall pay, an amount equal to two hundred percent (200%) of the Annual Rent for the year immediately preceding the beginning of the holdover tenancy, and (b) Service Company shall otherwise continue to be subject to all of Service Company's obligations under this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Owner provided herein or at law.

The parties acknowledge and agree that leasing Property for the purposes herein, and the payment of Annual Rent as compensation, is a very specialized lease arrangement. The parties further acknowledge and agree Owner will have very limited ability to mitigate damages in the event of default by Service Company. Therefore, the parties agree that Owner shall have no duty to mitigate damages due to an event of default through a subsequent lease of the Property, and that the improvements shall instead be subject to the right of possession and use by Owner as set forth herein.

**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:

Consolidated Citrus Limited Partnership  
("Owner")

By: KR Florida Operations, LLC,  
its general partner

\_\_\_\_\_

By: \_\_\_\_\_  
Charles W. Lucas, President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Charles W. Lucas, as President of KR Florida Operations, LLC, a Delaware limited liability company, as general partner of Consolidated Citrus Limited Partnership, a Delaware limited partnership, on behalf of the company as general partner of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Signed, Sealed and Delivered  
in the Presence of:

Consolidated Services of Hendry & Collier,  
LLC ("Service Company")

By: KR Florida Operations, LLC,  
its manager

By: \_\_\_\_\_  
Mitchel A. Hutchcraft  
As Vice President

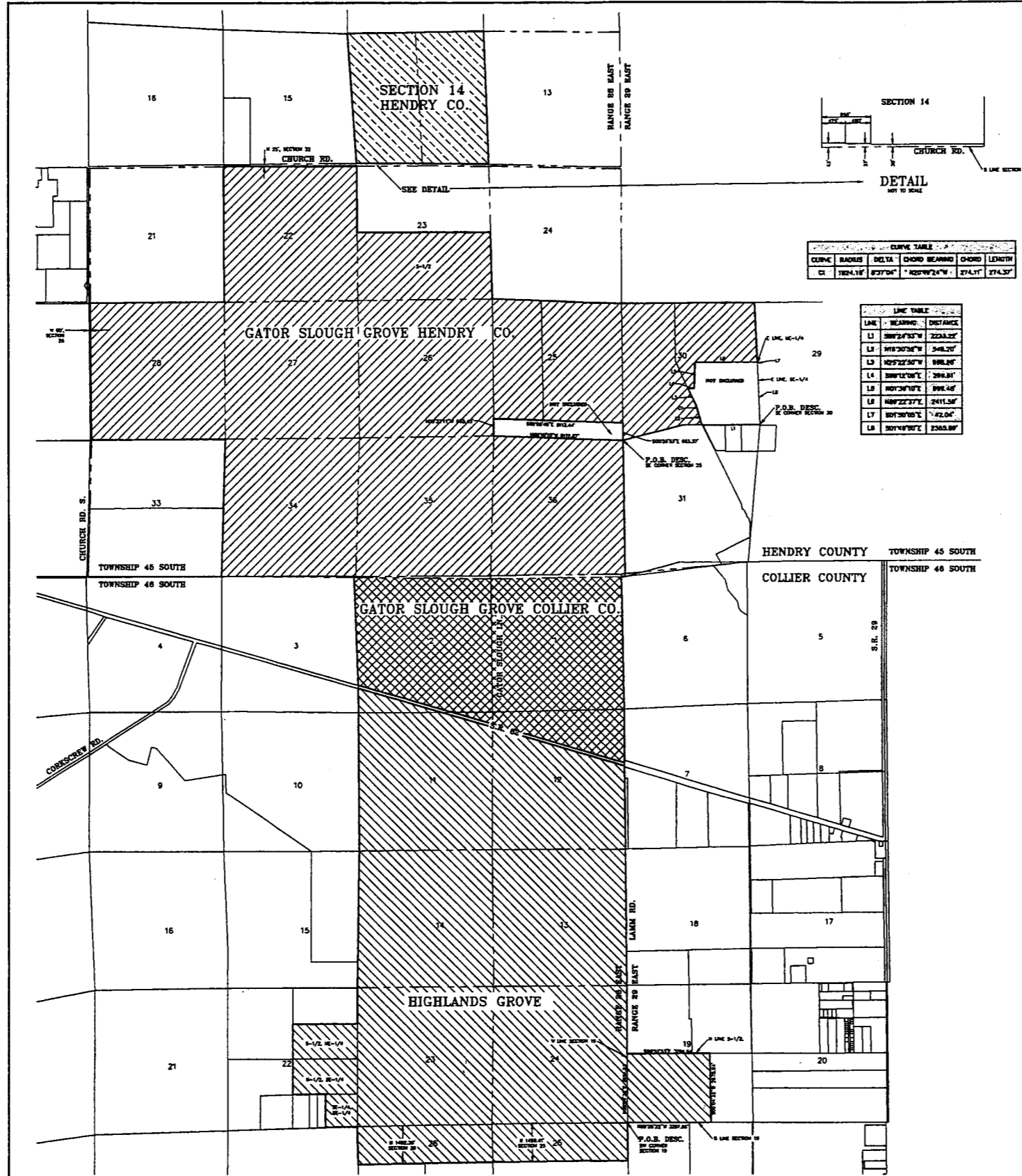
STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Mitchel A. Hutchcraft, as Vice President of KR Florida Operations, LLC, a Delaware limited liability company, as manager of Consolidated Services of Hendry & Collier, LLC, a Delaware limited liability company, on behalf of the company as manager of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Exhibit "A"

Property

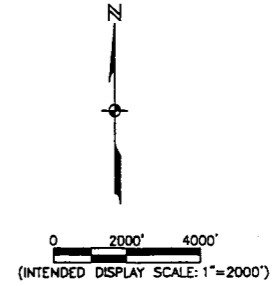


**CURVE TABLE**

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1824.16'	83°30'41"	N 82°30'41" W	274.11'	274.33'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 89°24'53" W	2243.22'
L2	N 81°30'38" W	348.20'
L3	N 82°32'50" W	898.80'
L4	S 89°14'00" E	298.81'
L5	N 82°30'10" E	598.48'
L6	N 89°22'37" E	2411.34'
L7	S 89°30'00" E	742.04'
L8	S 89°48'00" E	2363.89'



**LEGAL DESCRIPTION**  
**CONSOLIDATED SERVICES OF HENDRY AND COLLIER, LLC BOUNDARY**

☒ **THAT PORTION OF THE LAND LYING WITHIN COLLIER COUNTY, FLORIDA, AND KNOWN AS PART OF THE GATOR SLOUGH GROVE:**

Section 1,  
 The portion of Section 1, lying North of S.R. 82 Right of Way,  
 The portion of Section 11, lying North of S.R. 82 Right of Way,  
 The portion of Section 23, lying North of S.R. 82 Right of Way,  
 All in Township 46 South, Range 23 East, Collier County, Florida.

☒ **THAT PORTION OF THE LAND LYING WITHIN COLLIER COUNTY, FLORIDA, AND KNOWN AS PART OF THE HIGHLANDS GROVE:**

The portion of Section 1, lying South of S.R. 82 Right of Way,  
 The portion of Section 11, lying South of S.R. 82 Right of Way,  
 The portion of Section 23, lying South of S.R. 82 Right of Way,  
 All of Section 13,  
 All of Section 14,  
 All of Section 23,  
 All of Section 24,  
 All in Township 46 South, Range 23 East, Collier County, Florida.

The North 1430.41 feet of Section 25, Township 46 South, Range 23 East, Collier County, Florida.  
 The North 1432.35 feet of Section 26, Township 46 South, Range 23 East, Collier County, Florida.

The South 1/2 of the NE 1/4 and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 22, Township 46 South, Range 23 East, Collier County, Florida.

A tract or parcel of land lying in Section 19, Township 46 South, Range 23 East, Collier County, Florida, being described as follows:  
 From the southeast corner of said Section 19 run N 89° 04' 37" E along the West line of said section for 2453.53 feet to an intersection with the North line of the South canal (S-12) of said section; thence run S 89° 31' 21" E along said North line for 2594.94 feet; thence run S 89° 04' 37" E for 5072.84 feet to an intersection with the South line of said section; thence run N 89° 30' 27" W along said South line for 2371.04 feet to the Point of Beginning.

☒ **THAT PORTION OF THE LAND LYING WITHIN HENDRY COUNTY, FLORIDA, AND KNOWN AS PART OF THE GATOR SLOUGH GROVE:**

All of Section 22, less the North 1/2 feet thereof,  
 The South 1/2 of Section 23,  
 All of Section 24,  
 All of Section 27,  
 All of Section 28, less the West 40 feet thereof,  
 All of Section 14,  
 All of Section 25,  
 All of Section 26,  
 All in Township 45 South, Range 23 East, Hendry County, Florida.

T-regular with  
 All of Section 25, Township 45 South, Range 23 East, Hendry County, Florida;  
**LESS AND EXCEPT:**  
 A tract or parcel of land lying in Section 25, Township 45 South, Range 23 East, Hendry County, Florida, being described as follows:  
 From the southeast corner of said Section 25 run S 89° 31' 21" W along the South line of said section for 2112.77 feet to an intersection with the West line of said section; thence run N 89° 31' 21" W along said West line for 643.45 feet; thence run S 89° 04' 37" E for 2112.44 feet to an intersection with the East line of said section; thence run S 89° 31' 21" E along said East line for 643.77 feet to the Point of Beginning.

T-regular with  
 All of Section 26, Township 45 South, Range 23 East, Hendry County, Florida;  
**LESS AND EXCEPT:**  
 A tract or parcel of land lying in Section 26, Township 45 South, Range 23 East, Hendry County, Florida, being described as follows:  
 From the southeast corner of said Section 26 run S 89° 31' 21" W along the South line of said section for 2223.23 feet; thence run N 1° 14' 37" E for 342.23 feet to a point on a non-surveyed course; thence run northerly along said course with a radius of 1224.15 feet (delta = 87° 37' 00"), (chord bearing = N 3° 49' 34" W), (chord = 274.11 feet) for 274.17 feet to an intersection with a non-surveyed line; thence run N 2° 22' 20" W for 494.26 feet; thence run S 89° 31' 21" E for 365.21 feet; thence run N 81° 30' 10" E for 398.48 feet; thence run N 89° 22' 37" E for 2411.35 feet to an intersection with the East line of the southeast quarter (S-1/4) of said Section 26; thence run S 89° 30' 27" E along said East line for 42.04 feet to the East quarter corner of said section; thence run S 81° 49' 50" E along the East line of the southeast quarter (S-1/4) of said section for 2363.89 feet to the Point of Beginning.

☒ **SECTION 14, HENDRY COUNTY:**

All of Section 14, Township 45 South, Range 23 East, Hendry County, Florida;  
**LESS AND EXCEPT:**  
 A tract or parcel of land lying in Section 14, Township 45 South, Range 23 East, Hendry County, Florida, being described as follows:  
 The South 45 feet of the West 450 feet, the South 75 feet of the East 450 feet of the West 900 feet, and the South 20 feet of said Section 14 lying easterly of the West 900 feet thereof. (SEE DETAIL.)

**REVISIONS**

DATE	DESCRIPTION
4-18-11	TITLE CHANGED
4-25-11	DESCRIPTION REVISED FOR PDS

DATE: 12/4/12  
 PROJECT NO.: 20120245-000  
 FILE NO.: 14-45-28  
 SCALE: 1" = 2000'

Exhibit "B"

Description of Sites

Exhibit E  
Land Ownership for Wastewater Facilities

Attached is a letter from Consolidated Citrus Limited Partnership, owner of the land to be certificated (including the future water and wastewater utility facilities sites), stating that once the exact location of such sites is determined through the master planning process, Consolidated Citrus will enter into a long-term (99-year) lease with Consolidated Services in the form as that attached hereto, ensuring the continuous availability of those sites to Consolidated Services.



## Letter and Wastewater Lease



*Consolidated Citrus Limited Partnership  
3602 Colonial Court  
Fort Myers, FL 33913*

*April 18, 2013*

Mr. Mitchel A. Hutchcraft  
Consolidated Services of Hendry & Collier, LP  
3602 Colonial Court  
Fort Myers, FL 33913

Re: Wastewater Lease

Dear Mr. Hutchcraft,

Consolidated Citrus Limited Partnership, owner of the land to be certificated, including the future water and wastewater utility sites, will enter into a long term Lease with Consolidated Services of Hendry & Collier, LLC, the same to be substantially in the form of that attached hereto for such sites once the exact location of such sites is known through the master planning process.

Sincerely,

Consolidated Citrus Limited Partnership  
By: KR Florida Operations, LLC, its general partner

  
By: Charles W. Lucas, President

CL/br

## WASTEWATER LEASE AGREEMENT

**THIS WASTEWATER LEASE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Consolidated Citrus Limited Partnership, a Delaware limited partnership (hereinafter referred to as “Owner”), and Consolidated Services of Hendry & Collier, LLC, a Delaware limited liability company (hereinafter referred to as (“Service Company”).

### RECITALS

**WHEREAS**, Owner is the owner of certain real property which may be used for, among other things, the provision of public wastewater services; and,

**WHEREAS**, Service Company is a Florida Public Service Commission (“PSC”) certified utility authorized to provide wastewater service which desires to utilize portions of the Property of owner for the provision of such wastewater services.

**NOW, THEREFORE**, in consideration of ten dollars (\$10), and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.**

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

A. “Property” - The land described in **Exhibit “A”** represents the certificated service territory of Service Company.

B. “Reuse Water” – Water that has been treated to public access reclaimed water standards and is sold or disposed of after treatment at a wastewater treatment facility.

C. “Wastewater Collection Facilities” - All collection mains, pipes, pumps, valves, and appurtenant facilities used in the transmission of raw wastewater from a wastewater service customer to a treatment facility on the Property.

D. “Wastewater Disposal Facilities” – All plants, tanks, pipes, equipment, ponds, and other appurtenant facilities used in the storage, disposal or distribution of treated wastewater effluent or reuse water located on the Property.

E. “Wastewater Facilities” – All Wastewater Collection Facilities, Wastewater Disposal Facilities, and Wastewater Treatment Facilities located on the Property.

F. “Wastewater Treatment Facilities” - All plants, tanks, pumps, pipes, equipment, and other appurtenant facilities used in the treatment of wastewater.

G. “Sites” – Specific areas separately agreed to by Owner and Service Company for the location of the Wastewater Facilities pursuant to this Lease.

H. "Service Company" shall, where applicable, include all officers, directors, employees, agents, contractors and subcontractors of Service Company, in which case all such parties agree to be bound by the applicable provisions of this Lease.

2. PURPOSE AND TERM.

Owner hereby leases to Service Company, and Service Company hereby leases from Owner, certain portions of the Property owned by Owner, upon the terms and subject to the conditions set forth herein. This Lease shall be effective for a period of ninety-nine (99) years beginning immediately after its execution unless sooner terminated as provided herein.

3. RENTS.

As compensation for Service Company's right to utilize the Sites and the impact of all Service Company uses of the Property or Sites, Service Company shall pay to Owner an annual rent of \$ \_\_\_\_\_ ("Annual Rent").

4. RENT ADJUSTMENT.

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 Rent to be paid over the next 3-year period ("Rent Adjustment"). The purpose of renegotiating the Rent Adjustment is to reflect the increase in the fair value of Sites, the Property, and the impact of the use of the Sites over the prior 3-year period.

If Service Company and Owner are unable to agree on the Rent Adjustment, 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 Rent to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser, then Service Company and Owner shall each select a qualified appraiser to make the calculations, and the average of the two appraisers' calculated increase 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. The cost of the appraiser or appraisers shall be borne by Service Company.

Notwithstanding the calculations of the appraiser or appraisers, or anything contained herein, under no circumstances shall the Rent Adjustment result in a Rent below the amount of the Rent in effect at the time of the Rent Adjustment, or below the then existing Rent, adjusted for 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 Rent Adjustment.

## 5. DESCRIPTION OF LEASED PREMISES.

For Service Company's purposes, Owner and Service Company agree to a lease of portions of the Property for installation and use of the Wastewater Facilities. A description of the Sites is attached hereto as **Exhibit "B."** Service Company's use of any portion of the Property shall not now, or in the future, be a detriment to Owner's agriculture operations, silviculture operations, residential or commercial facilities, or other activities in areas adjacent to the Sites.

Service Company shall submit to Owner a copy of any plans and specifications prepared in connection with the Wastewater Facilities on any proposed Site. Service Company shall not commence any activities on the Property without first obtaining Owner's prior written approval of such plans and specifications. All construction shall be undertaken with reasonable diligence in a good and workmanlike manner and in compliance with all applicable permits, authorizations, building codes, zoning laws, and all other legal requirements. If Service Company desires an alternative Site size or configuration, authorization for such alternative shall be in the sole discretion of Owner. In the event any governmental entity or authority regulation requires the size of a Site to exceed that originally agreed to herein, all Sites identified thereafter shall conform to such governmental regulation, and the compensation paid pursuant to this Lease shall increase on a prorata basis, based on additional use of the Property.

Owner grants Service Company the nonexclusive right to utilize portions of the Property (the Sites) for the purposes of wastewater collection, treatment, and effluent/reuse water storage, transport and disposal, and use of all Wastewater Facilities. Such right constitutes a substantial property right granted to Service Company and a substantial basis upon which the Service Company has agreed to pay the Annual Rent established within this Lease.

## 6. PERMITS.

Prior to constructing or operating any of the Wastewater Facilities on the Sites or Wastewater Collection Facilities on the Property, or receiving payment for subsequent treatment of wastewater or sale of reuse water, Service Company shall obtain, at its sole expense, all permits, certificates, and approvals as may be required by any governmental entity, including, without limitation, PSC, county or State governments, U.S. Army Corp of Engineers, USEPA, and the Florida Department of Environmental Protection (DEP). Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any permit application.

Service Company shall operate and maintain all Wastewater Facilities in a safe, efficient and sufficient manner and in compliance with any and all federal, State, and local laws and regulations and be responsible for initiating, maintaining and supervising all safety precautions and programs deemed necessary by regulatory authorities and industry standards. The Wastewater Facilities shall be designed to minimize environmental degradation to the Property. Service Company shall operate and maintain the Wastewater Facilities to support these objectives.

Service Company shall prepare and submit in timely manner all reports on operation and maintenance of the Wastewater Facilities as required by local, state, and federal regulatory agencies and make all such records available for review by Owner.

## 7. USE OF SITES.

The Sites shall be used for the sole purpose of the operation of the Wastewater Facilities.

If, after installation of the Wastewater Facilities, Owner shall reasonably determine that, for Owner's beneficial use of the Property, a certain component of the Wastewater Facilities must be relocated, Owner will provide a substitute Site located as close as reasonably possible to the original Site, and Owner shall bear the expense of such relocation.

Service Company agrees to refrain, and to prevent its employees, invitees, agents, and contractors, from bringing any hazardous materials onto the Property, except for cleaning fluids in de minimis quantities, those for wastewater treatment and fuel for emergency power generation. All such materials shall be stored in proper containers and in compliance with all legal requirements. Service Company covenants and agrees to indemnify, defend and hold Owner harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any hazardous materials in, on or about the Property at any time during the term of the Lease, or resulting from the acts or omissions of Service Company or its respective employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any investigation, monitoring and remediation costs.

Service Company shall not have the right to place any signs or other advertising material on the Property without the prior written consent of Owner; provided that, Service Company shall have the right to erect or display any signage that may be required by law in the operation of the Wastewater Facilities on the Property.

## 8. UNUSEABLE WASTEWATER FACILITIES.

If any Wastewater Facilities become unusable, upon written notice by Service Company to Owner, the Site upon which the unusable facility is located shall no longer be subject to the terms of this Lease, as of the date the Site is taken out of service and all necessary abandonment, reconditioning, and cleanup work is completed. In such event, in Owner's sole discretion, Service Company shall: (i) properly abandon the Wastewater Facilities on the Site, at Service Company's expense, in accordance with applicable DEP, USEPA requirements and other applicable statutes, ordinances, or regulations and such other requirements as may reasonably be imposed by Owner for the plugging or abandonment of such facilities; and remove all Wastewater Facilities on the Site; or, (ii) convey all or a portion of the Wastewater Facilities to Owner. Upon the abandonment of any Wastewater Facilities, or the removal of Wastewater Facilities from any Site, Service Company shall clean up the Site and leave the same in neat and presentable condition.

Owner shall not in any way be responsible or liable to Service Company at any time for any loss, damage or expense resulting from any change in any Sites suitability to serve as a Site for Wastewater Facilities or any changes in the quality or quantity of such wastewater or reuse water that can be treated, stored or disposed of on such Sites, or the character of the Property, or for it being no longer suitable for Service Company's requirements or for any cessation or

interruption of the operation of the Wastewater Facilities, nor shall any variation in any way relieve Service Company of any obligation under this Lease.

#### 9. MAINTENANCE AND REPAIR.

During the term of this Lease Service Company shall be responsible for the continuous operation and maintenance of the Wastewater Facilities unless otherwise agreed to in writing by Service Company and Owner. Service Company shall keep the Sites and Wastewater Facilities in a neat, clean and presentable condition.

Service Company shall institute preventive and corrective maintenance programs for the Wastewater Facilities and shall staff the Wastewater Facilities with the appropriate number of certified operators and hourly or salaried employees consistent with regulatory requirements and good management practice. Service Company shall be responsible for maintaining the Sites (including mowing) and the Wastewater Facilities, and for replacement of any component parts when necessary due to destruction, wear and tear or otherwise.

Service Company shall perform periodic monitoring, sampling and testing as required by its DEP, USEPA, and other applicable permits or regulations. Service Company shall provide or secure laboratory services for testing and analysis for all constituents as necessary to comply with regulatory requirements. All such sampling, monitoring, analysis and reporting shall be in compliance with agency approved quality assurance/quality control programs and all permits and regulations.

All Wastewater Facilities 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 respond to any emergencies during or after regular business hours as necessary as quickly as possible. Should an event of regulatory noncompliance occur, Service Company shall act promptly to correct such noncompliance or, if such noncompliance cannot be promptly corrected, Service Company shall promptly commence reasonable actions to correct the noncompliance and diligently pursue same. Such event of noncompliance or emergency shall be reported to Owner upon notification to applicable regulatory agencies or, if no such notification is required, promptly following such event.

#### 10. ELECTRICAL POWER.

Service Company shall be responsible for securing electric power for the Wastewater Facilities. Owner shall reasonably cooperate with Service Company in securing electrical power for Sites from the closest power source. Owner shall have the right to approve the location of poles, transformers, electrical lines, and other necessary installations, which approval shall not be unreasonably withheld. Owner shall have the right to require underground installation of utilities, all at Service Company's expense. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, and negotiation of documents and for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Site.

11. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive license for ingress and egress to the Sites during the term of this Lease, 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 Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads or access-ways other than county or state roads, Service Company shall so notify Owner and Owner shall make reasonable efforts to specify existing roads or access-ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease, but Owner shall have no affirmative obligation to improve, maintain, or repair any such road or access-way for use by Service Company.

Any roads or access-ways used by Service Company shall be used by Service Company at its own risk, 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 upon termination of this Lease.

12. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on the Property. Service Company covenants that Service Company will save Owner harmless from all damage caused by Service Company or its agents or employees to such livestock or wildlife and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on the Property by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on the Property. Service Company will at no time cause any fires to be set on the property unless prior written consent of Owner has been obtained. 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 violate the provisions of this paragraph, Owner shall be entitled to ban such person or persons from the Property. 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.

13. INSPECTION BY OWNER.

Owner or Owner's agent may, at any time, enter upon any Site to view the condition thereof, to obtain water, wastewater, or reuse water samples for water quality testing, and to observe Service Company's operations thereon.

14. TAXES.

This Lease is an absolutely net lease. All amounts payable hereunder to or on behalf of Owner shall be paid without notice or demand, and without set-off counterclaim, abatement, suspension, deduction or defense. It is the intent of the parties hereto that all Annual Rents payable under this Lease shall be an absolutely net return to Owner and that Service Company shall pay all costs and expenses relating to the Property and the business carried on therein. Any amount or obligation relating to the Property which is not expressly declared to be that of Owner under this Lease shall be deemed to be an obligation of Service Company



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

Owner may require Service Company to pay all real estate taxes, tangible personal property taxes, intangible personal property taxes, and assessments of any kind, and all increases in such taxes on the Sites leased hereunder, and any Wastewater Facilities constructed, owned, or operated by Service Company accruing during the term of this Lease, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Sites, whether actual payment of such taxes is made during the term of this Lease or thereafter. If Service Company is required to pay such taxes, Owner shall promptly provide applicable tax notices and pro-rations, which shall thereafter be payable when due.

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, the parties shall make appropriate adjustments or pro-rations to determine tax liability. Such tax liability shall be computed based on the most recently available valuations, millage, 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.

#### 15. INSURANCE.

Unless Owner agrees in writing to alternative coverage, Service Company covenants and agrees to obtain and maintain during the term of this Lease the following insurance coverage:

a) General Liability. Commercial General Liability covering claims for bodily injury, death and property damage, including Comprehensive Form, Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual, Broadform Property Damage, Cross Liability and Hostile Fire liability coverages, with a combined single limit of \$1,000,000 for bodily injury, death and property damage each or per occurrence and \$2,000,000 general aggregate, with pollution coverage, in an amount of not less than \$1,000,000. Additionally, the policy shall not exclude X, C, or U (Explosion, Collapse or Underground) or Subsidence. As used in this Lease "Subsidence" is defined as sinking or settling of land caused by heavy rains or man-made caverns. Subsidence does not include earth movement caused by an earthquake.

b) Umbrella Liability. Excess Liability insurance providing limits of not less than \$10,000,000 each occurrence and annual aggregate over General Liability, Automobile Liability, and Employers Liability.

c) Environmental Liability. Pollution Legal Liability providing On-Site Clean-up protection and Third Party Off-Site Clean-up of Pollution Conditions, as well as protection for Bodily Injury and Property Damage resulting from operations granted under this Lease. Limit of Liability shall be no less than \$10,000,000. Owner shall be an Additional Insured.

d) Automobile Liability. Comprehensive Automobile Liability covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 for bodily

injury, death and property damage per occurrence and \$1,000,000 general aggregate.

e) **Fire and Extended Coverage Insurance on Improvements and Personalty.** During the Term of this Lease, Service Company shall keep all improvements, installations, machinery and equipment placed by it and all other personal property placed by it on the Leased Premises continuously insured against loss or damage by theft, fire or lighting (with extended coverage if available) in an amount equal to the fair market value thereof, subject to reasonable and customary deductibles. If at the time of any loss Service Company is in default to Owner, Owner may require the proceeds be paid to Owner to satisfy Service Company's obligation to Owner. If Service Company is not in default under this Lease, the proceeds shall be used for the repair or restoration of the property regarding which loss occurred, if the property is needed for the future development of the Leased Premises.

f) **Workers' Compensation.** Service Company covenants and agrees that all employees of Service Company or any other persons performing work on the Leased Premises pursuant to this Lease will be fully covered by or insured always by Workers' Compensation. Service Company shall comply with all applicable Workers' Compensation laws, rules and regulations of the state in which the Leased Premises is located and shall make all necessary contributions or other payments.

g) **Employer's Liability.** Employer's Liability insurance in an amount of not less than \$500,000 each accident.

h) **Policy Requirements.** All certificates of insurance furnished by Service Company to evidence insurance coverage shall provide for thirty days written notice by the insurance company to the designated representative of Owner before the cancellation, material change or non-renewal of any insurance policy referred to in this Lease. All liability insurance policies shall be written on an "occurrence" policy form and by insurance companies acceptable to Owner with a Best's Key Rating Guide of B+ or better, with a financial rating of at least VI. If Service Company fails at any time to maintain the insurance coverage as required above, Service Company shall cease operations immediately and shall not resume operations pursuant to this Lease until after the failure has been corrected. Except for Workers' Compensation Insurance, Owner and its subsidiaries and/or affiliates shall be named as an Additional Insured on all such required policies. The additional insured endorsement must be ISO CG20 10 11 85 or other form with like wording. If the additional insured endorsement is not ISO CG20 10 11 85 or like form, Service Company must maintain Completed Operations coverage with additional insured extension for a period of two (2) years after completion and acceptance by Owner of the work performed. Service Company shall be responsible for payment of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Service Company pursuant to this Paragraph shall be primary coverage regardless of whether or not Owner has similar coverage. Service Company shall not perform any operations on the Leased Premises unless and until evidence of such insurance, including renewals thereof, has been delivered to and approved by Owner. Owner reserves the right to require a certified copy of the policies or to examine the actual policies. Service Company shall not self-inure any of the insurance coverages required by this Lease without the prior written consent of Owner. The minimum limits of coverage required by this Lease may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of Service Company to Owner under this Lease.

i) Certificate of Insurance Evidencing Coverage. Service Company shall give Owner's Resource Title a certificate of insurance evidencing the above coverage before conducting any operations on the Leases Premises. The certificate shall provide for 10 days written notice by the insurance company to the designated representative of Owner before the cancellation, material change or non-renewal of this policy. If Service Company fails at any time to maintain the insurance coverage as required above, Service Company shall cease operations on the Leased Property immediately and shall not resume operations until the failure has been corrected. The coverage afforded under any insurance policy obtained by Service Company pursuant to this paragraph shall be primary coverage regardless of whether or not Owner has similar coverage. Except for Workers' Compensation and employer liability insurance, Owner shall be named as additional insured under all policies of insurance issued to Service Company according to the terms of this Lease. Service Company shall not self-inure any of the insurance coverage required by this Lease without the prior written consent of Owner.

16. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner, its shareholders, officers, directors, employees, and agents (all such indemnities herein referred to as "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 the acts or omissions of Service Company, its agents or contractors, in the use, occupancy or operation of any Site, Wastewater Facilities, or any activities of Service Company, its agents or contractors, on the Property. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of any violation of any law, ordinance, or governmental regulation applicable to Service Company, its agents or contractors use or occupancy of any Site or Wastewater Facilities.

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 this Lease.

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.

17. DEFAULT.

A. The occurrence of one or more of the following constitutes an event of default by

Service Company:

(1) The failure of Service Company to perform any obligation for the payment of money when due;

(2) 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, for more than twenty (20) days after notice thereof shall have been given to Service Company or, if such default is of such nature that it cannot, with due diligence, be completely remedied within twenty (20) days, such longer period of time as may be reasonably necessary to remedy provided that Service Company shall commence, within said period of twenty (20) days, and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after notice of such default shall have been given to Service Company;

(3) Breach by Service Company of the obligations set forth in Section 15 without any notice, grace, or curative period;

(4) 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;

(5) Assignment of Service Company's property for the benefit of creditors is made;

(6) 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 receiver, conservator, or officer is not discharged and possession of the property is not restored to Service Company;

(7) Service Company's interest in the Sites or Wastewater Facilities are 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; or,

(8) Service Company abandons the Property.

B. 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.

C. 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.

18. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder without the express written consent of Owner. Any assignment, pledge or encumbrance of Service Company's stock or ownership interest shall be deemed a prohibited

assignment hereunder and a default under the terms of this Lease. Owner has the unequivocal right to sell any or all of the Property, and to assign any or all of its rights hereunder, upon written notice to Service Company.

19. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given in writing and transmitted by messenger service, Certified Mail Return Receipt requested, telegram, or by a nationally recognized overnight courier service. For the purpose of this Lease the addressees of the party are as follows:

Owner:	Service Company:
Consolidated Citrus Limited Partnership Attn: Charles W. Lucas 3602 Colonial Court Fort Myers, FL 33913	Consolidated Services of Hendry & Collier, LLC Attn: Mitchel A. Hutchcraft 3602 Colonial Court Fort Myers, FL 33913

Notice given by certified mail shall be deemed received when the Return Receipt is signed for. 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.

20. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party that includes, but is not limited to, any of the following: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, hurricanes, storms, terrorist acts, governmental acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the party claiming Force Majeure.

21. 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.

22. 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.

## 23. REMEDIES.

A. In the event a party fails to perform any of its obligations hereunder, the non-defaulting party shall be entitled to: (i) terminate this Agreement by written notice delivered to the other party and pursue all remedies available at law or in equity; (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the default and proceed as contemplated herein.

B. Upon the occurrence of an event of default by Service Company, and in addition to the other remedies set forth herein, Owner may (a) re-enter and repossess the Property, or any part thereof, by judicially mandated force, summary proceedings, ejections or otherwise; and, (b) remove all persons and property there from, whether or not this Lease has been formally terminated hereunder, it being understood and agreed that Owner shall have no liability by reason of any such re-entry, repossession or removal except to the extent caused by Owner's gross negligence or willful misconduct, and no such re-entry or taking of possession of the Real Estate by Owner shall be construed as an election on Owner's part to terminate this Lease unless a written notice of such intention be given to Service Company.

C. If Service Company breaches any of its obligations under this Lease, and the same shall constitute an event of default, then in addition to any other right or remedy Owner may have, Owner may perform such obligations on Service Company's behalf and the cost thereof, together with interest thereon, shall become due and payable as additional rent to Owner upon demand.

D. In addition to other remedies provided in this Lease, Owner shall be entitled to seek and obtain temporary and permanent injunctive relief to prevent and restrain any breach or contemplated breach or threatened breach of and to specifically enforce the provisions of this Lease, and Owner shall not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off counterclaim or cause of action by Service Company against Owner or any other person shall not constitute a defense to the enforcement by Owner of its rights under this Lease.

## 24. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof by Owner 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.

## 25. EMINENT DOMAIN

If during the term of this Lease, all or substantially all of the sites or leased Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate and all right, title and interest of Service Company hereunder shall cease on the date of vesting of title pursuant to such eminent domain proceeding, and all rents and other sums payable by Service Company hereunder, shall be prorated to the date of such vesting. The net award from

such taking shall mean all amounts payable as a result of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and other reasonable expenses for such proceeding incurred by Owner plus all amounts payable pursuant to any agreement with any condemning authority (which agreement shall be deemed to be a taking) made in settlement of, or under threat of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and reasonable expenses incurred as a result thereof. Service Company shall be entitled to a portion of the net award equal to the then net book value of Service Company's interest in the improvements.

If during the Term there is a taking by exercise of the power of eminent domain of less than all or substantially all of the Property, which taking includes a portion of the Service Company improvements, this Lease shall remain in full force and effect without abatement or reduction of rents, or other charges required to be paid by Service Company except as herein provided. In such event, Service Company shall proceed diligently to rebuild, replace and repair the improvements as near as legally and structurally practicable to their former condition, subject to approval of the location and nature of the improvements by Owner. Provided that no event of default exists, Service Company shall be entitled to use the portion of the net award applicable to the improvements, if any, to make such repairs, subject to reasonable conditions imposed by Owner, including, but not limited to the deposit of such portion of the net award within an escrow account and conditioning disbursements from such account in a manner similar to draw requests under an institutional construction loan. All such rebuilding, replacing and repairing shall be carried out in accordance with the provisions of this Lease. If the portion of the net award received by Service Company is insufficient to cover the cost of repair, then the deficiency shall be paid by Service Company. If the taking includes one or more tenanted areas, then the Annual Rent shall be reduced in the same proportion that the Annual Rent for the affected tenanted areas bears to the total annual payment for all tenanted areas.

## 26. SURRENDER OF POSSESSION

Service Company hereby covenants and agrees that at the expiration of the term of this Lease, by its own terms or any earlier termination upon a default, in the sole discretion of Owner: (i) sole ownership of the Sites, Wastewater Facilities and all related improvements, and the right to their possession and use shall automatically pass to Owner without payment or consideration of any kind; or (ii) Service Company shall be required, at its expense, to remove all improvements, fixtures and equipment from all Sites, and all Wastewater Facilities from the Property, and restore the Property to a condition substantially the same as existed prior to this Lease (excluding restoration of forest and plant growth). Service Company shall not join in, consent to, or permit any liens, encumbrances or other matters of any kind which affect title to such improvements, if allowed under this Lease, to extend beyond the term of the Lease, and Service Company shall, upon expiration or sooner termination of this Lease, return the Property to Owner, free and clear of all encumbrances. In the event Owner elects to take possession and use of the improvements on the Property, although these provisions are intended to be self-executing, Service Company hereby agrees to execute any further documents requested by Owner to confirm Owner's sole ownership of and marketable title to such improvements and Service Company's grant and conveyance thereof to Owner hereby made.

If Service Company does not vacate the Property when required by the terms of this Lease, Service Company shall be a tenant at sufferance and, in addition to all other damages and remedies to which Owner may be entitled for such holding over: (a) Service Company shall pay, an amount equal to two hundred percent (200%) of the Annual Rent for the year immediately preceding the beginning of the holdover tenancy, and (b) Service Company shall otherwise continue to be subject to all of Service Company's obligations under this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Owner provided herein or at law.

The parties acknowledge and agree that leasing Property for the purposes herein, and the payment of Annual Rent as compensation, is a very specialized lease arrangement. The parties further acknowledge and agree Owner will have very limited ability to mitigate damages in the event of default by Service Company. Therefore, the parties agree that Owner shall have no duty to mitigate damages due to an event of default through a subsequent lease of the Property, and that the improvements shall instead be subject to the right of possession and use by Owner as set forth herein.

**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:

Consolidated Citrus Limited Partnership  
("Owner")

By: KR Florida Operations, LLC,  
its general partner

\_\_\_\_\_

By: \_\_\_\_\_  
Charles W. Lucas, President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Charles W. Lucas, as President of KR Florida Operations, LLC, a Delaware limited liability company, as general partner of Consolidated Citrus Limited Partnership, a Delaware limited partnership, on behalf of the company as general partner of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public



Signed, Sealed and Delivered  
in the Presence of:

Consolidated Services of Hendry &  
Collier, LLC ("Service Company")

By: KR Florida Operations, LLC,  
its manager

By: \_\_\_\_\_  
Mitchel A. Hutchcraft, Vice President

\_\_\_\_\_  
STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Mitchel A. Hutchcraft, as Vice President of KR Florida Operations, LLC, a Delaware limited liability company, as manager of Consolidated Services of Hendry & Collier, LLC, a Delaware limited liability company, on behalf of the company as manager of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Exhibit "A"

Property

Exhibit "B"

Description of Sites

**Exhibit F**  
**Financial and Technical Ability**

## Financial and Technical Ability

### **Technical Ability:**

Consolidated Services has the technical ability to provide service to the proposed service area. As of the filing of this application, Consolidated Services has not retained the specific personnel who will be employed by Consolidated Services to oversee its operations, customer service, and to insure regulatory compliance. Additionally, Consolidated Services is committed to fully utilize those resources once utility operations commence.

Consolidated Services will retain the very best personnel to design the facilities; to work cooperatively with state and local government in the permitting and construction of the facilities; and to operate the facilities thereafter. Consolidated Services sought the advice of entities and individuals experienced in the design, operation, and management of water and wastewater systems from the inception of this proposal, and will continue to seek that advice and to retain those individuals necessary to operate the utility in the most efficient manner possible.

As of the date of filing of this application, the resources available to Consolidated Services are comprised of the following:

#### **King Ranch and Consolidated Citrus**

King Ranch and Consolidated Citrus have extensive resources available to Consolidated Services, including but not limited to technical, financial, and legal expertise. The expertise available to Consolidated Services by its affiliation with Consolidated Citrus and King Ranch is considerable. Consolidated Services' affiliates are experienced in numerous areas of facility operation, regulatory compliance, planning and financing, as well as cooperatively working with other private and public entities on a day to day basis.

#### **Mitchel A. Hutchcraft, King Ranch and Consolidated Citrus**

Mitchel A. Hutchcraft is the Vice President, Real Estate at King Ranch and Consolidated Citrus. He is also an Adjunct Professor at Nova Southeastern University. He is the past Regional Vice President at Bonita Bay Group, Director of Planning at Barron Collier Partnership, and Executive Vice President at Vanasse Daylor. Mr. Hutchcraft was previously a member of the Lee County local planning agency for conservation land acquisition. Mr. Hutchcraft received his bachelor's and master's degrees from the University of Florida. Mr. Hutchcraft was recently appointed by Governor Scott to the Board of the South Florida Water Management District. He is appointed for a term beginning March 29, 2013, and ending March 1, 2017. Mr. Hutchcraft will fill the traditional agriculture seat, serving the areas of Collier, Lee, Charlotte, Hendry, Highlands, Glades, Okeechobee, Orange, Osceola and Polk counties. With over 20 years of experience, Mr. Hutchcraft is known for his innovation, leadership skills and ability to develop a consensus in challenging environments. As a corporate executive, developer and owner representative, he has demonstrated success in

residential development, mixed use development, profitable preservation strategies, land acquisition, land use entitlements, project positioning, public private partnerships and leadership in public policy.

Mr. Hutchcraft specializes in strategic planning & execution, site planning and project positioning, governmental affairs, project management, land development, entitlements, land acquisitions, real estate development, asset management, revenue growth, negotiation, consensus building, community operations and community development districts; involved with land acquisition, protection of assets from changing regulations, long term value enhancement of real estate assets, public policy, and operational enhancement through real estate projects.

### **Schlumberger Water Services USA Inc.**

Schlumberger Water Services USA Inc. (SWS) specializes in the exploration, identification, development, and management of sustainable water resources. Utilizing Schlumberger technology and services for deep energy resource exploration and over 105,000 people worldwide, SWS' comprehensive water industry experience provides utilities with decision-making framework needed to develop sustainable water supplies. The Fort Myers based team of professionals maintains a strong working knowledge of local aquifer systems, water supplies, and regulation.

### **Sundstrom, Friedman & Fumero, LLP**

Sundstrom, Friedman & Fumero is experienced in all phases of regulated utility practice and will provide to Consolidated Services legal services as needed before the Public Service Commission, state and federal environmental regulators, and the SFWMD.

### **Financial Ability:**

1. Consolidated Services has the financial ability to provide service to the proposed service area. Because Consolidated Services is a new entity, it does not have certified financial statements at the time of filing this application.

Consolidated Citrus and Consolidated Services appreciate and understand the financial commitment required to implement utility service as and when needed, and the financial commitment necessary to expand that service as the demand for the same presents itself. Consolidated Citrus is fully committed to provide the capital and/or to utilize its ability to raise capital, on behalf of Consolidated Services. We understand this is a substantial financial undertaking. Consolidated Citrus owns and controls approximately 43,000 acres of real property in the state of Florida, on which it conducts substantial commercial activities. Consolidated Citrus has the ability to attract the capital and to fund the utility as necessary, such that its design, construction, and operation can proceed and be performed as proposed. Consolidated Services, through funding from Consolidated Citrus, has ample access to capital through infusion of debt or equity to fund any of the capital needs for the utility. Consolidated Citrus will provide necessary

start-up funding as well as funds sufficient to cover shortfalls during its initial years of operation.

2. The financial statement of Consolidated Citrus (Exhibit G) will be filed under request for confidential treatment. Attached, within Exhibit H, is a Funding Agreement from Consolidated Citrus committing the necessary financial support.

**Exhibit G**  
**Financial Statement**



The financial statement of Consolidated Citrus Limited Partnership will be provided to the Commission Staff, with a request for confidential treatment, within 10 days of a final order granting the Request for Confidential Classification filed on April 29, 2013.

Exhibit H  
Funding of Utility

Consolidated Services intends to finance the construction of its water and wastewater utility system with funds from the following sources:

- a. Equity
- b. Debt Financing – Either through conventional borrowing or issuance of tax exempt bond financing.
- c. CIAC collections – The Utility will collect main extension charges and other service availability charges for water and wastewater service.
- d. Loans from its affiliates – Consolidated Citrus has agreed to provide financial assistance to Consolidated Services in order for Consolidated Services to be able to expand and meet its financial obligations.

## Funding Agreement

## **FUNDING AGREEMENT**

**THIS FUNDING AGREEMENT** is made and entered into this 18 day of April, 2013, by and between Consolidated Citrus Limited Partnership, a Delaware limited partnership (hereinafter referred to as "Consolidated Citrus"), and Consolidated Services of Hendry & Collier, LLC, a Delaware limited liability company (hereinafter referred to as "Consolidated Services").

### **RECITALS**

1. Consolidated Citrus owns and controls 100% of Consolidated Services and is the sole member of Consolidated Services.
2. Consolidated Services plans to build and operate a water and wastewater utility system in Collier and Hendry Counties, Florida ("Utility System") and will apply to the Florida Public Service Commission ("Commission") for original water and wastewater utility certificates.
3. All of the land within Consolidated Services' proposed service territory in Collier and Hendry Counties is owned by Consolidated Citrus.
4. As an inducement to Consolidated Services to operate the Utility Systems, Consolidated Citrus seeks to assure the Commission that it intends to provide, in coordination with an approved development and expansion plan, Consolidation Services with an infusion of capital as reasonable and necessary to allow Consolidated Services to build and operate the system.

### **AGREEMENT**

Therefore, in consideration of the foregoing premise and mutual promises, Consolidated Citrus and Consolidated Services agree as follows:

1. Consolidated Citrus hereby agrees to provide reasonable and necessary funding to Consolidated Services if needed for Consolidated Services to build and operate the Utility System in Collier and Hendry Counties, Florida.
2. Consolidated Services agrees to provide Consolidated Citrus with a written request for such funding at least thirty (90) day in advance of the date upon which any such funding is needed.
3. This Agreement shall be governed by and constructed in accordance with the State of Florida.

4. The obligations of Consolidated Citrus shall not be assigned, either voluntarily or by operation of law, without prior written consent of Consolidated Services, which consent shall not be unreasonably withheld.

5. Any notice or other communication required or permitted to be given hereunder may be (i) personally delivered or (ii) transmitted by facsimile to the parties as follows (as elected by the party giving such notice, demand, or other communication):

If to Consolidated Services: Consolidated Services of Hendry & Collier, LLC  
Attn: Mitchel A. Hutchcraft  
3602 Colonial Court  
Fort Myers, FL 33913

If to Consolidated Citrus: Consolidated Citrus Limited Partnership  
Attn: Charles W. Lucas  
3602 Colonial Court  
Fort Myers, FL 33913

The date of any notice or other communication hereunder shall be deemed to be the earlier of (i) the date of receipt if delivered personally or (ii) the date of transmission by facsimile (with person delivery within 5 day thereafter). Any party may change its address for purposes hereof by notice to the others as set forth above.

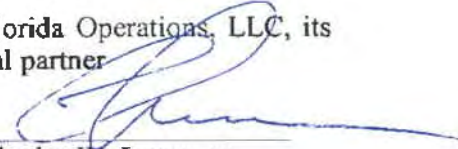
**IN WITNESS WHEREOF**, the parties have executed the Agreement on the date set forth above.

Signed, Sealed and Delivered  
in the Presence of:

  
\_\_\_\_\_

Consolidated Citrus Limited  
Partnership ("Owner")

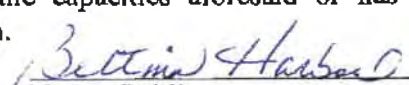
By: KR Florida Operations, LLC, its  
general partner

By:   
Charles W. Lucas, as  
President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18 day of April, 2013, by Charles W. Lucas, as President of KR Florida Operations, LLC, a Delaware limited liability company, as general partner of Consolidated Citrus Limited Partnership, a Delaware limited partnership, on behalf of the company as general partner of the partnership, who is personally known to me individually and in the capacities aforesaid or has produced \_\_\_\_\_ as identification.



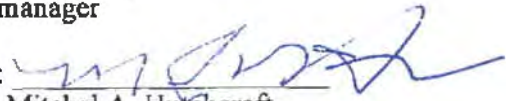
  
Notary Public

Signed, Sealed and Delivered  
in the Presence of:



Consolidated Services of Hendry &  
Collier, LLC (A Service Company)

By: KR Florida Operations, LLC,  
its manager

By:   
Mitchel A. Hutchcraft,  
Vice President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18 day of April, 2013,  
by Mitchel A. Hutchcraft, as Vice President of KR Florida Operations, LLC, a Delaware  
limited liability company, as manager of Consolidated Services of Hendry & Collier, LLC, a  
Delaware limited liability company, on behalf of the company as manager of the company,  
who is personally known to me individually and in the capacities aforesaid or has produced  
\_\_\_\_\_ as identification.



  
Notary Public

Exhibit I  
Territory Description



**LEGAL DESCRIPTION**

**CONSOLIDATED SERVICES OF  
HENDRY AND COLLIER, LLC BOUNDARY**

**THAT PORTION OF THE LAND LYING WITHIN COLLIER COUNTY, FLORIDA,  
AND KNOWN AS PART OF THE GATOR SLOUGH GROVE;**

Section 1,  
That portion of Section 2, lying North of S.R. 82 Right of Way,  
That portion of Section 11, lying North of S.R. 82 Right of Way,  
That portion of Section 12, lying North of S.R. 82 Right of Way,  
All in township 46 South, Range 28 East, Collier County, Florida.

**THAT PORTION OF THE LAND LYING WITHIN COLLIER COUNTY, FLORIDA,  
AND KNOWN AS PART OF THE HIGHLANDS GROVE;**

That portion of Section 2 lying South of S.R. 82 Right of Way,  
That portion of Section 11 lying South of S.R. 82 Right of Way,  
That portion Section 12 lying South of S.R. 82 Right of Way,  
All of Section 13,  
All of Section 14,  
All of Section 23,  
All of Section 24,  
All in Township 46 South, Range 28 East, Collier County, Florida.

The North 1459.41 feet of Section 25, Township 46 South, Range 28 East, Collier County, Florida.

The North 1452.35 feet of Section 26, Township 46 South, Range 28 East, Collier County, Florida.

The South 1/2 of the NE 1/4 and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 22, Township 46 South, Range 28 East, Collier County, Florida.

A tract or parcel of land lying in Section 19, Township 46 South, Range 29 East, Collier County, Florida being described as follows:

From the southwest corner of said Section 19 run N 00° 04' 32" E along the West line of said section for 2651.53 feet to an intersection with the North line of the South one-half (S-1/2) of said section; thence run S 89° 51' 53" E along said North line for 3296.94 feet; thence run S 00° 04' 32" W for 2675.94 feet to an intersection with the South line of said section; thence run N 89° 26' 22" W along said South line for 3297.06 feet to the Point of Beginning.

**THAT PORTION OF THE LAND LYING WITHIN HENDRY COUNTY, FLORIDA  
AND KNOWN AS PART OF THE GATOR SLOUGH GROVE;**

All of Section 22, less the North 25 feet thereof,  
The South 1/2 of Section 23,  
All of Section 26,  
All of Section 27,  
All of Section 28, less the West 60 feet thereof,  
All of Section 34,  
All of Section 35,  
All of Section 36,  
all in Township 45 South, Range 28 East, Hendry County, Florida.

Together with:

All of Section 25, Township 45 South, Range 28 East, Hendry County, Florida;

LESS AND EXCEPT:

A tract or parcel of land lying in Section 25 Township 45 South, Range 28 East, Hendry County, Florida being described as follows:

From the southeast corner of said Section 25 run N 88° 10' 10" W along the South line of said section for 5112.87 feet to an intersection with the West line of said section; thence run N 00° 33' 11" W along said West line for 665.43 feet; thence run S 88° 08' 46" E for 5112.44 feet to an intersection with the East line of said section; thence run S 00° 35' 53" E along said East line for 663.37 feet to the Point of Beginning.

Together with:

All of Section 30, Township 45 South, Range 29 East, Hendry County, Florida;

LESS AND EXCEPT:

A tract or parcel of land lying in 30, Township 45 South, Range 29 East, Hendry County, Florida being described as follows:

From the southeast corner of said Section 30 run S 89° 24' 53" W along the South line of said section for 2233.22 feet; thence run N 16° 30' 52" W for 548.20 feet to a point on a non-tangent curve; thence run northwesterly along said curve with a radius of 1824.18 feet, (delta = 8° 37' 04"), (chord bearing = N 20° 49' 24" W), (chord = 274.11 feet) for 274.37 feet to an intersection with a non-tangent line; thence run N 25° 22' 50" W for 698.26 feet; thence run S 88° 12' 08" E for 269.51 feet; thence run N 01° 36' 10" E for 999.48 feet; thence run N 89° 22' 37" E for 2411.56 feet to an intersection with the East line of the northeast one-quarter (NE-1/4) of said Section 30; thence run S 01° 50' 05" E along said East line for 42.04 feet to the East quarter corner of said section; thence run S 01° 49' 50" E along the East line of the southeast one-quarter (SE-1/4) of said section for 2365.89 feet to the Point of Beginning.

**SECTION 14, HENDRY COUNTY;**

All of Section 14, Township 45 South, Range 28 East, Hendry County, Florida;

LESS AND EXCEPT:

A tract or parcel of land lying in Section 14, Township 45 South, Range 28 East, Hendry County, Florida being described as follows:

The South 43 feet of the West 475 feet; the South 37 feet of the East 480 feet of the West 955 feet; and the South 30 feet of said Section 14 lying easterly of the West 955 feet thereof.

**Exhibit J**  
**Tax Assessment Maps**

Attached hereto as Exhibit J is a map showing the township, range, and section references with the proposed service territory plotted thereon. This map utilizes a scale of 1" = 2,000 feet as proposed under subsection (n) of Rule 25-30.333, F.A.C.

Exhibit K  
Affidavit: Notice of Application

Exhibit K is an Affidavit that the Notice of Actual Application ("Notice") was given in accordance with Sections 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

1. The governing body of the municipality, county or counties in which the system or the territory proposed to be served is located;
2. The privately-owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or territory proposed to be served is located;
3. If any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
4. The regional planning council;
5. The Office of Public Counsel;
6. The Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
7. The appropriate regional office of the Department of Environmental Protection; and
8. The appropriate water management district.

Copies of the Notice and a list of entities identified by the Florida Public Service Commission staff to receive notice are appended to the draft affidavit, which is attached hereto.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Consolidated Services of  
Hendry & Collier, LLC to operate a water  
and wastewater utility in Collier and Hendry  
Counties, Florida.

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorize to administer oaths and take acknowledgements, personally appeared Bronwyn Ferrell, who, after being sworn on oath, did depose on oath that say that she is legal assistant of John L. Wharton, attorney for Consolidated Services of Hendry & Collier, LLC, that on April 29, 2013, she caused to be sent by regular U.S. Mail a copy of the Notice attached hereto to each of the utilities, government bodies, agencies and municipalities listed in Exhibit K, pursuant to and above and beyond the requirements of the Florida Public Service Commission.

FURTHER AFFIANT SAYETH NOT.

By: *Bronwyn Ferrell*  
Bronwyn Ferrell, legal assistant to  
John L. Wharton, attorney for  
Consolidated Services of Hendry  
& Collier, LLC

Sworn to and subscribed before me this 29<sup>th</sup> day of April, 2013, by Bronwyn Ferrell, legal assistant to John L. Wharton, attorney for Consolidated Services of Hendry & Collier, LLC. She is personally known to me or who has produced \_\_\_\_\_ as identification.

*Jacquelyn M. Tribble*  
NOTARY PUBLIC

My Commission Expires:





NOTICE OF APPLICATION FOR AN INITIAL CERTIFICATE OF AUTHORIZATION FOR WATER AND WASTEWATER CERTIFICATE

LEGAL NOTICE

Notice is hereby given on April 29, 2013, pursuant to Section 367.045, Florida Statutes, of the application of Consolidated Services of Hendry & Collier, LLC to operate a water and wastewater utility to provide service to the following described territory in Collier and Hendry Counties, Florida:

LEGAL DESCRIPTION

**CONSOLIDATED SERVICES OF  
HENDRY AND COLLIER, LLC BOUNDARY**

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That portion Section 12 lying South of S.R. 82 Right of Way,  
All of Section 13,  
All of Section 14,  
All of Section 23,  
All of Section 24,  
All in Township 46 South, Range 28 East, Collier County, Florida.

The North 1459.41 feet of Section 25, Township 46 South, Range 28 East, Collier County, Florida.

The North 1452.35 feet of Section 26, Township 46 South, Range 28 East, Collier County, Florida.

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AND KNOWN AS PART OF THE GATOR SLOUGH GROVE;**

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The South 1/2 of Section 23,  
All of Section 26,  
All of Section 27,  
All of Section 28, less the West 60 feet thereof,  
All of Section 34,  
All of Section 35,  
All of Section 36,  
all in Township 45 South, Range 28 East, Hendry County, Florida.

Together with:

All of Section 25, Township 45 South, Range 28 East, Hendry County, Florida;

LESS AND EXCEPT:

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All of Section 30, Township 45 South, Range 29 East, Hendry County, Florida;

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**SECTION 14, HENDRY COUNTY;**

All of Section 14, Township 45 South, Range 28 East, Hendry County, Florida;  
LESS AND EXCEPT:

A tract or parcel of land lying in Section 14, Township 45 South, Range 28 East, Hendry County, Florida being described as follows:

The South 43 feet of the West 475 feet; the South 37 feet of the East 480 feet of the West 955 feet; and the South 30 feet of said Section 14 lying easterly of the West 955 feet thereof.

Any objection to the said application must be made in writing and filed with the Office of Commission Clerk, 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.

Consolidated Services of Hendry & Collier, LLC  
3602 Colonial Court  
Fort Myers, FL 32913

## List of Entities from PSC

**LIST OF WATER AND WASTEWATER UTILITIES IN COLLIER COUNTY  
(VALID FOR 60 DAYS)  
04/25/2013 - 06/23/2013**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK OF THE CIRCUIT COURT, COLLIER COUNTY  
COLLIER CO COURTHOUSE ANNEX, 2ND FLOOR  
3315 TAMiami TRAIL EAST  
NAPLES, FL 34112-2397

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF EVERGLADES CITY  
P. O. BOX 110  
EVERGLADES CITY, FL 34139-0110

MAYOR, CITY OF NAPLES  
735 EIGHTH STREET S.  
NAPLES, FL 33940-6703

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
1926 VICTORIA AVENUE  
FT. MYERS, FL 33901

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

**LIST OF WATER AND WASTEWATER UTILITIES IN COLLIER COUNTY  
(VALID FOR 60 DAYS)  
04/25/2013 - 06/23/2013**

UTILITY NAME

MANAGER

STATE OFFICIALS

OFFICE OF PUBLIC COUNSEL  
111 WEST MADISON STREET  
SUITE 812  
TALLAHASSEE, FL 32399-1400

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

**LIST OF WATER AND WASTEWATER UTILITIES IN HENDRY COUNTY  
(VALID FOR 60 DAYS)  
04/25/2013 - 06/23/2013**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, HENDRY COUNTY  
P. O. BOX 1760  
LABELLE, FL 33975-1760

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF CLEWISTON  
115 WEST VENTURA AVENUE  
CLEWISTON, FL 33440-3709

MAYOR, CITY OF LABELLE  
P. O. BOX 458  
LABELLE, FL 33935-0458

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
1926 VICTORIA AVENUE  
FT. MYERS, FL 33901

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

**LIST OF WATER AND WASTEWATER UTILITIES IN HENDRY COUNTY  
(VALID FOR 60 DAYS)  
04/25/2013 - 06/23/2013**

UTILITY NAME

STATE OFFICIALS

MANAGER

OFFICE OF PUBLIC COUNSEL  
111 WEST MADISON STREET  
SUITE 812  
TALLAHASSEE, FL 32399-1400

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



Exhibit L  
Affidavit: Notice to Customers

Exhibit L is an affidavit that the Notice of Actual Application ("Notice") was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each potential customer of the system.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Consolidated Services of  
Hendry & Collier, LLC to operate a water  
and wastewater utility in Collier and Hendry  
Counties, Florida.

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorize to administer oaths and take acknowledgements, personally appeared Bronwyn Ferrell, who, after being sworn on oath, did depose on oath that say that she is legal assistant of John L. Wharton, attorney for Consolidated Services of Hendry & Collier, LLC, that on April 29, 2013, she caused to be sent by regular U.S. Mail a copy of the Notice attached hereto to each potential customer of the system, pursuant to and above and beyond the requirements of the Florida Public Service Commission.

FURTHER AFFIANT SAYETH NOT.

By: Bronwyn Ferrell  
Bronwyn Ferrell, legal assistant to  
John L. Wharton, attorney for  
Consolidated Services of Hendry  
& Collier, LLC

Sworn to and subscribed before me this 29<sup>th</sup> day of April, 2013, by Bronwyn Ferrell, legal assistant to John L. Wharton, attorney for Consolidated Services of Hendry & Collier, LLC. She is personally known to me, or ~~who has produced~~ \_\_\_\_\_ as identification.

Jacquelyn M. Tribble  
NOTARY PUBLIC



My Commission Expires:

NOTICE OF APPLICATION FOR AN INITIAL CERTIFICATE OF AUTHORIZATION FOR  
WATER AND WASTEWATER CERTIFICATE  
LEGAL NOTICE

Notice is hereby given on April 29, 2013, pursuant to Section 367.045,  
Florida Statutes, of the application of Consolidated Services of Hendry &  
Collier, LLC to operate a water and wastewater utility to provide service to  
the following described territory in Collier and Hendry Counties, Florida:

LEGAL DESCRIPTION

**CONSOLIDATED SERVICES OF  
HENDRY AND COLLIER, LLC BOUNDARY**

**THAT PORTION OF THE LAND LYING WITHIN COLLIER COUNTY, FLORIDA,  
AND KNOWN AS PART OF THE GATOR SLOUGH GROVE;**

Section 1,  
That portion of Section 2, lying North of S.R. 82 Right of Way,  
That portion of Section 11, lying North of S.R. 82 Right of Way,  
That portion of Section 12, lying North of S.R. 82 Right of Way,  
All in township 46 South, Range 28 East, Collier County, Florida.

**THAT PORTION OF THE LAND LYING WITHIN COLLIER COUNTY, FLORIDA,  
AND KNOWN AS PART OF THE HIGHLANDS GROVE;**

That portion of Section 2 lying South of S.R. 82 Right of Way,  
That portion of Section 11 lying South of S.R. 82 Right of Way,  
That portion Section 12 lying South of S.R. 82 Right of Way,  
All of Section 13,  
All of Section 14,  
All of Section 23,  
All of Section 24,  
All in Township 46 South, Range 28 East, Collier County, Florida.

The North 1459.41 feet of Section 25, Township 46 South, Range 28 East, Collier County,  
Florida.

The North 1452.35 feet of Section 26, Township 46 South, Range 28 East, Collier County,  
Florida.

The South 1/2 of the NE 1/4 and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 of  
Section 22, Township 46 South, Range 28 East, Collier County, Florida.

A tract or parcel of land lying in Section 19, Township 46 South, Range 29 East, Collier  
County, Florida being described as follows:

From the southwest corner of said Section 19 run N 00° 04' 32" E along the West line of said section for 2651.53 feet to an intersection with the North line of the South one-half (S-1/2) of said section; thence run S 89° 51' 53" E along said North line for 3296.94 feet; thence run S 00° 04' 32" W for 2675.94 feet to an intersection with the South line of said section; thence run N 89° 26' 22" W along said South line for 3297.06 feet to the Point of Beginning.

**THAT PORTION OF THE LAND LYING WITHIN HENDRY COUNTY, FLORIDA  
AND KNOWN AS PART OF THE GATOR SLOUGH GROVE;**

All of Section 22, less the North 25 feet thereof,  
The South 1/2 of Section 23,  
All of Section 26,  
All of Section 27,  
All of Section 28, less the West 60 feet thereof,  
All of Section 34,  
All of Section 35,  
All of Section 36,  
all in Township 45 South, Range 28 East, Hendry County, Florida.

Together with:

All of Section 25, Township 45 South, Range 28 East, Hendry County, Florida;

LESS AND EXCEPT:

A tract or parcel of land lying in Section 25 Township 45 South, Range 28 East, Hendry County, Florida being described as follows:

From the southeast corner of said Section 25 run N 88° 10' 10" W along the South line of said section for 5112.87 feet to an intersection with the West line of said section; thence run N 00° 33' 11" W along said West line for 665.43 feet; thence run S 88° 08' 46" E for 5112.44 feet to an intersection with the East line of said section; thence run S 00° 35' 53" E along said East line for 663.37 feet to the Point of Beginning.

Together with:

All of Section 30, Township 45 South, Range 29 East, Hendry County, Florida;

LESS AND EXCEPT:

A tract or parcel of land lying in 30, Township 45 South, Range 29 East, Hendry County, Florida being described as follows:

From the southeast corner of said Section 30 run S 89° 24' 53" W along the South line of said section for 2233.22 feet; thence run N 16° 30' 52" W for 548.20 feet to a point on a non-tangent curve; thence run northwesterly along said curve with a radius of 1824.18 feet, ( $\Delta = 8^\circ 37' 04''$ ), (chord bearing = N 20° 49' 24" W), (chord = 274.11 feet) for 274.37 feet to an intersection with a non-tangent line; thence run N 25° 22' 50" W for 698.26 feet; thence run S 88° 12' 08" E for 269.51 feet; thence run N 01° 36' 10" E for 999.48 feet; thence run N 89° 22' 37" E for 2411.56 feet to an intersection with the East line of the northeast one-quarter (NE-1/4) of said Section 30; thence run S 01° 50' 05" E along said East line for 42.04 feet to the East quarter corner of said section; thence run S 01° 49' 50" E along the East line of the southeast one-quarter (SE-1/4) of said section for 2365.89 feet to the Point of Beginning.

**SECTION 14, HENDRY COUNTY;**

All of Section 14, Township 45 South, Range 28 East, Hendry County, Florida;  
LESS AND EXCEPT:

A tract or parcel of land lying in Section 14, Township 45 South, Range 28 East, Hendry County, Florida being described as follows:

The South 43 feet of the West 475 feet; the South 37 feet of the East 480 feet of the West 955 feet; and the South 30 feet of said Section 14 lying easterly of the West 955 feet thereof.

Any objection to the said application must be made in writing and filed with the Office of Commission Clerk, 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.

Consolidated Services of Hendry & Collier, LLC  
3602 Colonial Court  
Fort Myers, FL 32913

Exhibit M  
Affidavit: Notice of Publication

Exhibit M will be a late-filed exhibit consisting of an Affidavit that the Notice of Actual Application ("Notice") was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each potential customer of the system. A copy of the proof of publication shall accompany the Affidavit.



Exhibit N  
Water Tariff and Wastewater Tariff

WASTEWATER TARIFF

CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

---

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER - DATE

02261 APR 29 20

FPSC-COMMISSION CLERK

WASTEWATER TARIFF

CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

---

NAME OF COMPANY

4210 Metro Parkway, #250  
Fort Myers, Florida 33913

(ADDRESS OF COMPANY)

---

(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

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ISSUING OFFICER

---

TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

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Rules and Regulations .....	6.0
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Territory Authority.....	3.0

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

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

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 Consolidated Services of Hendry & Collier, 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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

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Application .....	7.0	3.0
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Customer Billing.....	9.0	15.0
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(Continued to Sheet No. 6.1)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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ISSUING OFFICER

---

TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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, 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.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 -
- RATE -

MINIMUM 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 -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 -
- RATE -

MINIMUM 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 -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

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"	_____	
1"	_____	
1 1/2"	_____	
Over 2"	_____	

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 Customer's account during the month of \_\_\_\_\_ 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 -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 require 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>POLICY DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY AMOUNT</u>	<u>SHEET NO./RULE NO.</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 .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<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> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD).....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot ( __ foot frontage).....	\$	
All others-per front foot.....	\$	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD).....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD).....	\$	
All others-per gallon .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -  
TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

Sample Application Form

Name \_\_\_\_\_

Telephone Number:

Billing Address:

Service Address:

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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Rule Number

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Developer Agreements .....

Easements and Rights-of-Way.....

Extensions Outside Certificated Territory .....

General Information .....

Inspections.....

Obligations of Developer.....

Obligations of Company.....

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Transfer of Contributed Property - Bills of Sale.....

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

---

ISSUING OFFICER

---

TITLE



WATER TARIFF

CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

NAME OF COMPANY

3602 Colonial Court  
Fort Myers, Florida 33913

(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ISSUING OFFICER

TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

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ISSUING OFFICER

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TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

COMMUNITIES SERVED LISTING

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

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

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 Consolidated Services of Hendry & Collier, 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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER 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.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

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(Continued to Sheet No. 6.1)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

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 the Customer 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)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

(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 to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

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 spaces 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 refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 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.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 -

RATE -

MINIMUM 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 -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 -

MINIMUM 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 -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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"	_____	
1"	_____	
1 1/2"	_____	
Over 2"	_____	

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 Customer's account during the month of \_\_\_\_\_ 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 -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

METER TEST DEPOSIT

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 -

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TITLE



NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, 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 require 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -

TYPE OF FILING -

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ISSUING OFFICER

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TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<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 .....	\$ <sup>1</sup>	
<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 .....	\$ <sup>1</sup>	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
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" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
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APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

APPLICATION FOR WATER SERVICE

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ISSUING OFFICER

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TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER 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 water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water 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 water 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 water 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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Availability .....		
Construction of Oversized Facilities.....		
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Cost Records and "As-Built" Plans .....		
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Developer Agreements .....		
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Inspections.....		
Obligations of Developer.....		
Obligations of Company.....		
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Refundable Advances .....		
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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: CONSOLIDATED SERVICES OF HENDRY & COLLIER, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE