

# COUNTRY WALK UTILITIES INCORPORATED

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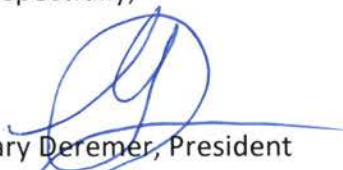
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

**Re: Application for Transfer of Holmes Utilities, Inc to Country Walk Utilities, Inc. which  
Resides in Highlands, County, Florida**

Commission Clerk:

You will find enclosed the Application for Transfer of Holmes Utilities to Country Walk Utilities.  
You will find the original and six copies of the Application (which also includes the tariff sheets),  
and 2 copies of the system maps for review and acceptance.

Respectfully,



Gary Deremer, President  
LPWW Waterworks, Inc.  
5320 Captains Court  
New Port Richey, FL 34652

COM \_\_\_\_\_  
AFD 3  
APA \_\_\_\_\_  
ECO \_\_\_\_\_  
ENG 2+map  
GCL 1  
IDM \_\_\_\_\_  
TEL \_\_\_\_\_  
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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Re: Country Walk Utilities, Inc., Application )  
For Approval of Transfer of Holmes Utilities, Inc. )  
Water Systems in Highland County, FL )

Docket No. \_\_\_\_\_  
Filed: December 30, 2013

**COUNTRY WALK UTILITIES, INC.  
APPLICATION FOR APPROVAL OF TRANSFER  
OF HOLMES UTILITIES, INC.'S WATER SYSTEM  
IN HIGHLAND COUNTY, FLORIDA**

Country Walk Utilities, Inc. ("Country Walk Utilities, Inc." or "Buyer"), by and through its undersigned counsel, and pursuant to Sections 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, hereby files this Application for approval of the transfer of the Water system of Holmes Utilities, Inc. ("HUI" or "Seller") Certificate No. 579-W. In support of this Application, Country Walk Utilities, Inc. states as follows:

## APPLICANT INFORMATION

1. The name and address of the Buyer for purposes of this Application, and as it appears on Country Walk Utilities, Inc.'s Commission-issued water certificates are:

Gary A. Deremer, President  
Country Walk Utilities, Inc.  
5320 Captains Court  
New Port Richey, Florida, 34652

2. The name and address of Country Walk Utilities, Inc.'s authorized representatives are:

Representative's Name and Title: Gary A. Deremer, President  
Country Walk Utilities, Inc.  
5320 Captains Court  
New Port Richey, Florida, 34652

Victoria Penick  
6043 Fall River Drive  
New Port Richey, FL 34655  
727-848-8292

3. The Seller's representatives for purposes of this Application are:

Lisa Holmes, President  
Holmes Utilities, Inc.  
760 Henscratch Road  
Lake Placid, FL 33852  
(863) 465-6044

4. The shareholders have been issued the following

FPSC Certificates:

Harbor Waterworks, Inc.: Certificate No. 956-W  
Lakeside Waterworks, Inc.: Certificate No. 962-W

5. Attached hereto is Country Walk Utilities, Inc.'s Application for Approval of Purchase of the Seller's system in Highland County, Florida (the "Application"). The attached Application includes all of the information required by Rule 25-30.037, Florida Administrative Code.

**A. APPLICATION FOR APPROVAL OF TRANSFER OF HOLMES UTILITIES, INC.**

**I. FINANCIAL AND TECHNICAL INFORMATION**

6. Country Walk Utilities, Inc. is a Florida corporation authorized to do business in Florida as of September 4, 2013. The names and addresses of Country Walk Utilities, Inc.'s corporate officers and directors are listed in **Exhibit "A"** to the Application.

7. **Exhibit "B"** to the Application is a statement indicating how this purchase is in the public interest, including a summary of Country Walk Utilities, Inc.'s experience in utility operations, a showing of Country Walk Utilities, Inc.'s financial ability to provide service and a statement that Country Walk Utilities, Inc. will fulfill the commitments, obligations and representations of HUI with regard to utility matters.

8. Country Walk Utilities, Inc. is a privately held corporation and does not own any other water or wastewater utilities. **Exhibit "C"** to the Application is not applicable to Country Walk Utilities, Inc.

9. The sale of the system took place on October 23, 2013 **Exhibit “D”** to the Application is a copy of the Asset Purchase Agreement, including attachments, by and between Seller and Country Walk Utilities, Inc., executed on or about September 9, 2013. Section 367.07(1), Florida Statutes, provides that a utility may sell its land, facilities and certificates prior to Commission determination that the sale is in the public interest, if the sale is made contingent upon Commission approval. Accordingly, Section 7.9 of the Asset Purchase Agreement provides that this sale is contingent upon Commission approval.

10. **Exhibit “E”** to the Application is a statement regarding the disposition of any outstanding regulatory assessment fees for the Seller’s system.

11. **Exhibit “F”** to the Application is a statement describing Country Walk Utilities, Inc.’s financing of the sale.

12. **Exhibit “G”** to the Application is a list of any or all entities upon which Country Walk Utilities, Inc. is relying to provide funding for the sale, and an explanation of the manner and amount of such funding, including financial statements and copies of any financial agreements with Country Walk Utilities, Inc.

13. **Exhibit “H”** to the Application is a detailed listing of the proposed net book value of the Water System as of the date of the proposed transfer, including the Commission Order and the date of issuance establishing rate base. It is Country Walk Utilities, Inc.’s understanding that Rate Base was established under Order No. PSC-01-2385-PAAWU.

14. **Exhibit “I”** to the Application is a statement confirming that Country Walk Utilities, Inc. is not requesting an acquisition adjustment.

15 The books and records of Seller are available for inspection by the Commission. The name, address, and telephone number of the person who has possession of the books and records of Seller are as follows:

Mrs. Lisa Holmes  
Holmes Utilities, Inc.  
760Henscratch Road  
Lake Placid, FL 33852

16. **Exhibit “J”** to the Application is a statement from Country Walk Utilities, Inc. regarding the federal income tax returns of HUI.

17. **Exhibit “K”** to the Application is a statement from Country Walk Utilities, Inc. regarding the condition of the Water System being acquired and the status of its compliance with applicable standards set by the Florida Department of Environmental Protection.

## **II. NOTICE OF ACTUAL APPLICATION**

18. In accordance with Rule 25-30.030(2), Florida Administrative Code, Country Walk Utilities, Inc. has obtained from the Commission a list of the names and addresses of the municipalities, the counties, the regional planning counsel, the Office of Public Counsel, the Commission’s Director of Commission Clerk and Administrative Services, the appropriate regional office of the Department of Environmental Protection, the appropriate water management districts, and privately-owned water and wastewater utilities that hold a certificate granted by the Commission, and that are located within the county in which the systems proposed to be transferred are located.

19. In accordance with Rule 25-30.030(5), Florida Administrative Code, Country Walk Utilities, Inc. will provide notice of this Application containing the information required under Rule 25-30.030(4), Florida Administrative Code by regular mail to the governing body of each county and municipality contained in the list obtained from the Commission as referenced above, as well as the other entities contained in the list obtained from the Commission, within 7 days of filing this Application.

20. Pursuant to Rule 25-30.030(8), Florida Administrative Code, within 15 days of filing this Application, Country Walk Utilities, Inc. will submit **Late-Filed Exhibit "L"** to the Application, which will include an affidavit confirming that the Notice of Application was provided as described in Paragraphs 19-20, along with a copy of the Notice and a copy of the list of entities obtained from the Commission.

21. In accordance with Rule 25-30.030(6), Florida Administrative Code, Country Walk Utilities, Inc. will provide a notice by regular mail, to each customer of each system to be transferred within 7 days of filing this Application. Within 15 days of filings its Application, Country Walk Utilities, Inc. will submit **Late-Filed Exhibit "M"** to the Application, which will include a copy of the Notice of Application provided to the customers, and an affidavit reflecting that it has provided the Notice of this Application to each customer of each system to be transferred.

22. In accordance with Rule 25-30.030(7), Florida Administrative Code, Country Walk Utilities, Inc. will publish the Notice once in a newspaper of general circulation in the territory proposed to be transferred within 7 days of filing this Application. Within 15 days of filing this Application, Country Walk Utilities, Inc. will submit **Late-Filed Exhibit "N"** to the

Application, which will include an affidavit reflecting that the Notice has been published once in a newspaper of general circulation in each territory proposed to be transferred, along with proof of each publication.

### **III. FILING FEE**

23. The application fee required by Section 367.145, Florida Statutes, and Rule 25-30.020, Florida Administrative Code, has been submitted to the Commission Clerk of Administrative Services along with the filing of this Application.

### **IV. OTHER**

24. **Exhibit "O"** to the Application provides evidence that Country Walk Utilities, Inc. owns the land upon which the treatment facility for the water system is located.

25. **Exhibit "P"** to the Application contains sample tariff sheets for the system proposed to be transferred reflecting the change in ownership, the existing rates and charges, and the territorial descriptions of the System.

26. **Exhibit "Q"** Country Walk Utilities, Inc. does not have in its possession the Certificate for the water system. From Country Walk Utilities, Inc.'s understanding the Certificate was provided in Order No. PSC-97-0568-FOF-WU (May 20, 1997).

WHEREFORE, Country Walk Utilities, Inc. requests that this Commission:

- A. Grant Country Walk Utilities, Inc.'s Application;
- B. Approve the transfer of the Water System owned by Holmes Utilities, Inc. to Country Walk Utilities, Inc. as described herein and in the attached application and,



C. Grant such other relief as appropriate.

Respectfully submitted this 30<sup>th</sup> day of December, 2013.

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Name: Gary A. Deremer  
Title: President  
Country Walk Utilities, Inc.  
5320 Captains Court  
New Port Richey, FL 34652

## **B. APPLICATION FOR AMENDMENT OF CERTIFICATES OF AUTHORIZATION**

### **I. SYSTEM INFORMATION**

27. Country Walk Utilities, Inc. will provide potable water service, to the territory. Country Walk Utilities, Inc. will provide service to the territory by utilizing the current utility facilities.

28. **The type of customers to be served is single family homes.**

29. Attached hereto as **Exhibit "R"** is a copy of the executed and recorded special warranty deed as evidence that Country Walk Utilities, Inc. owns the land where the water facility is located.

### **II. FINANCIAL AND TECHNICAL INFORMATION**

30. Country Walk Utilities, Inc. has the technical and financial ability to render reasonably sufficient, adequate and efficient service to the territory.

31. Funding for the acquisition of the Seller's system was a Shareholder cash purchase.

32. The rates for the Seller's system was established by the Commission. The purchase of the Seller's system will not have an immediate impact on Country Walk Utilities, Inc.'s current rates.

### **III. TERRITORY DESCRIPTION AND MAPS**

33. Attached hereto as **Exhibit "S"** is an accurate legal description of the water territories proposed to be added using township, range and section references as specified by Rule 25-30.030(2), Florida Administrative Code.

34. Attached hereto as **Exhibit "T"** is an official county tax assessment map showing township, range and section of the territory.

35. Attached hereto as **Exhibit "U"** are maps showing the existing lines and facilities of the territory.

### **IV. ANNUAL REPORTS AND CERTIFICATES**

36. Attached hereto as **Exhibit "V"** is an affidavit Country Walk Utilities, Inc, affirming that the Company does not have any tariffs or annual reports on file with the Commission. Shareholders also own Harbor Hills Waterworks, Inc. and Lakeside Waterworks, Inc. which do have tariffs on file with the FPSC. Harbor Hills does have an annual report on file.

37. Attached hereto as **Exhibit "W"** is Country Walk Utilities, Inc.'s acknowledgement that it does not have a recent order of the Commission establishing or changing the applicant's rates and charges.

V. **AFFIDAVIT**

38. Attached hereto as **Exhibit "X"** is an affidavit of Country Walk Utilities, Inc., affirming that the facts stated herein and in the attached exhibits are true and correct.

WHEREFORE, Country Walk Utilities, Inc. requests that this Commission grant Country Walk Utilities, Inc.'s Application and such other relief as is appropriate.

Respectfully submitted this 30<sup>th</sup> day of December, 2013.

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Name: Gary A. Deremer  
Title: President  
Country Walk Utilities, Inc.  
5320 Captains Court  
New Port Richey, FL 34652

**EXHIBIT A**  
**Rule 25-30.037 (2)(d)**

**If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.**

**Officers and Directors:**

President and CEO – Gary A. Deremer, 4939 Cross Bayou Blvd., New Port Richey, FL 34652

**EXHIBIT B**  
**Rule 25-30.037 (3)(j)**

**A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.**

Mr. Deremer has been in the water and wastewater utility management, operations and maintenance related industry for many years and brings a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: 28 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

- Holiday Utility System – Holiday, FL
- Virginia City Utility System – New Port Richey, FL
- Dixie Groves Utility System – Holiday, FL
- Colonial Manor Utility System – Holiday, FL
- Pasco Utilities, Inc. – Zephyrhills, FL

Mr. Deremer is also the major stockholder of Harbor Waterworks, Inc. and Lakeside Waterworks, Inc. which is regulated by the FPSC.

Mr. Deremer has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Mr. Deremer has controlled service delivery to more than 550+ facilities within the State of Florida during his career, including billing/collection and customer service to more than 80,000 customers daily.

**EXHIBIT C**  
**Rule 25-30.037 (2)(f)**

**List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.**

<b>Harbor Waterworks, Inc.</b>	<b>956-WU and 957-SW</b>
<b>Lakeside Waterworks, Inc.</b>	<b>962-WS</b>

**EXHIBIT D**  
**Rule 25-30.037 (2)(g)**

**A copy of the Asset Purchase Agreement, including attachments, by and between Country Walk Utilities, Inc. and Holmes Utilities, Inc. executed on September 9, 2013 is attached hereto.**

**(Attached)**



**THIS ASSET PURCHASE AGREEMENT**, dated as of the 9<sup>th</sup> day of September, 2013, by and between **Holmes Utilities, Inc.**, (“Seller”) a Florida corporation with an address of 760 Henscratch Road, Lake Placid, FL 33852, and **Country Walk Utilities, Inc.**, (“Buyer”) a Florida corporation with an address of 5320 Captains Court, New Port Richey, FL 34652, with reference to the following RECITALS:

### RECITALS

A. Seller owns, maintains and operates: (i) water production and distribution systems (the “Water Systems”) (“Systems”) that provide water services to the **Country Walk of Leisure Lakes Subdivision** residents and related assigned service area within Highlands County, Florida (the “Service Area”) and as designated by the Florida Public Service Commission.

B. Buyer is a Private utility that furnishes water services to the public in various portions of the State of Florida.

C. Seller desires to sell, and Buyer desires to purchase the properties and rights of Seller owned and used in connection with its Systems, all upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. SALE AND PURCHASE OF THE ASSETS OF SELLER’S WATER SYSTEMS

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Buyer at Closing (hereinafter defined), all of the Systems’ assets, properties and rights of Seller (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, treatment, distribution or collection of water within the Service Area (collectively, the “Assets”), other than the Excluded Assets.

Except as otherwise provided herein or any schedules hereto, the Assets are being sold in “As Is” condition and Seller makes no representations, covenants or warranties with respect to the condition of the Assets, except that the Assets are being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever.

##### 1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller set forth on Schedule 1.1, and the following:

- (a) all of the land, buildings, pipes, pipelines, wells, treatment equipment and facilities, pumping stations, storage tanks and facilities, standpipes, fire hydrants, , improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto;
- (b) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any

nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets and listed on Schedule 1.1(b) hereto; and

- (c) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the utility services provided by Seller in the Service Area.

## 1.2 Excluded Assets

Notwithstanding the foregoing, the Assets shall not include any of the following (collectively, the "Excluded Assets"):

- (a) any and all customer service lines that run from outside the meter box or from the curb stop to each individual residence, commercial or industrial structure served by the Assets;
- (b) all piping and fixtures internal to each individual customer's structure;
- (c) all cash, cash equivalents and short-term investments of Seller, including all bank accounts, demand accounts, certificates of deposit, time deposits, marketable securities, negotiable instruments and the proceeds of accounts receivable paid prior to the Closing Date, other than deposits and funds included in the Assets;
- (d) all accounts receivable of Seller accrued and payable prior to the Effective Time, including all intercompany accounts receivable of Seller and notes for those accounts receivable;
- (e) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets which are listed on Schedule 1.2(f);
- (f) all shares of capital stock of Seller and equity interests in any affiliate of Seller which are owned by Seller;
- (g) all insurance policies of Seller and rights thereunder;
- (h) all causes of action, judgments, claims, reimbursements and demands of whatever nature (including rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof) in favor of Seller to the extent related to any Excluded Asset or Excluded Liability;
- (i) all corporate minute books, stock records and corporate seals of Seller, and personnel records and other records that Seller is required by law to retain in its possession;
- (j) all rights and obligations in connection with and assets of any employee benefit plans of Seller and/or any of its affiliates;
- (k) all rights, properties and assets set forth on Schedule 1.2(l);

- (l) all claims for and rights to receive refunds, rebates, other governmental charges of whatever nature, or similar payments of taxes to the extent such taxes were paid by or on behalf of Seller or any affiliate of Seller; and
- (m) customer deposits (none on file at sale date)
- (n) all rights of Seller under this Agreement and any transaction documents related hereto.

### 1.3 Consideration

The total purchase price ("Purchase Price") for the Assets will be **Five Thousand Five Hundred Dollars (\$5,500.00)** payable by Buyer to Seller at Closing by wire transfer of immediately available funds, to the account designated by Seller at least two (2) business days prior to the Closing Date.

### 1.4 Contractual Obligations

Except for those contracts, agreements, commitments, leases, certificates, orders, notices, permits or other instruments set forth on Schedule 1.1(d) hereto, Buyer shall not assume any obligations of Seller under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, express or implied.

### 1.5 Assumption of Liabilities; Excluded Liabilities

- (a) Upon the terms and subject to the satisfaction or, if permissible, waiver, of the conditions of this Agreement, at the Closing on the Closing Date and as of the Effective Time, Buyer shall assume and discharge, when and as due, only the following Liabilities of Seller, whether known or unknown, in each case, to the extent related to the Systems (collectively, the "Assumed Liabilities"):
  - (i) all Liabilities arising out of, resulting from or relating to the contracts being assumed by Buyer and listed on Schedule 1.1(b), but only to the extent such Liabilities (A) are to be performed after the Effective Time, (B) do not arise as a consequence of any breach or default prior to the Effective Time, and (C) are accompanied by a correlated duty of performance or payment on the part of the other party(s) thereto; and
  - (ii) all Liabilities arising out of, resulting from or relating to the matters set forth on Schedule 1.5(a)(ii).
- (b) Notwithstanding anything in this Agreement to the contrary, except for the Assumed Liabilities, any and all Liabilities of Seller (or any of any affiliates of Seller) (other than the Assumed Liabilities, the "Excluded Liabilities"), whether or not incurred in connection with the operation of the Systems, and including any and all Liabilities under any employee benefit plan, practice or arrangement or pension, retirement or savings plan, shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller.

## 2. CLOSING

Subject to the provisions of **Sections 4 and 5**, Closing hereunder (the "Closing") shall take place at the offices of Buyer located at 5320 Captains Court., New Port Richey, FL, commencing at 10:00 a.m. local time, on or before \_\_\_\_\_ 2013, or at such other place or at such other time or by such other means as is agreed to by Buyer and Seller. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on \_\_\_\_\_.

### 2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to Buyer the Assets, including, without limitation, the following:
  - (i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Buyer and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, Buyer good and marketable title to the Assets and all rights to operate the Systems as such are now being operated, including, but not limited to the following documents: a Deed for each parcel to be conveyed and a Bill of Sale and Assignments.
  - (ii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a diskette that can be downloaded to a computer, along with a billing history for each customer;
  - (iii) keys to any and all buildings and gates; and simultaneously with such delivery, all such steps shall be taken as may be required to put Buyer in actual possession and operating control of the Assets.
- (b) Seller shall deliver to Buyer the agreements, opinions, certificates and other documents and instruments referred to in **Section 5** hereof.
- (c) Buyer and Seller agree that final meter readings shall be conducted within seven (7) days immediately prior to Closing. These readings shall be utilized by Seller for the purpose of issuing final bills, and shall constitute the opening readings for Buyer. Buyer shall use these readings to begin the billing cycle for its new customers following Closing, and shall not be responsible for the collection of any amounts due Seller for bills issued by Seller as a result Seller's final meter reading.

In the event that Buyer determines that payments that it has received are payments for the period of time that Seller owned the Assets, Buyer will forward these payments to Seller within a reasonable period of time. In making such determinations, among other ways to determine whether the payment received is for payments due prior to Closing, Buyer will consult with Seller on the amount of the amounts due to Seller prior to Closing and will compare these amounts due with the amount received.

### 2.2 Transfer of Utilities

Seller and Buyer will cooperate to transfer utility service, including telephone, electric, chlorine, and gas service providing such service to any of the Assets as of the Closing Date.

### 2.3 Further Assurances

Seller, from time to time after the Closing, at Buyer's request, and without compensation, will execute, acknowledge and deliver to Buyer such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest in Buyer, and/or to place Buyer fully in possession of, all of the Assets.

### 3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by Buyer:

- (a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice and shall maintain and service the tangible Assets in good working order.
- (b) Seller will use its commercially reasonable efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.
- (c) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.
- (d) Seller will promptly advise Buyer in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.
- (e) Seller will advise Buyer in writing promptly after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to Buyer, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.
- (f) Seller will conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use its commercially reasonable efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.
- (g) Seller will give to Buyer free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller.

### 4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

#### 4.1 Closing Certificate; Performance by Buyer

Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of Buyer dated the Closing Date, signed by an officer of Buyer, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Buyer in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by Buyer to Seller within a reasonable time after the event occurred.

#### 4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

### 5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer under this Agreement are conditioned upon the fulfillment or satisfaction, or waiver by Buyer, prior to or at the Closing, of each of the following conditions precedent:

#### 5.1 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Buyer shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as Buyer may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Seller in this Agreement are true and correct as of Closing.

#### 5.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

#### 5.3 Seller Authorizations

Seller shall have furnished Buyer with copies of all corporate authorizations of Seller, including a signed copy of the appropriate document(s) authorizing the transactions hereby contemplated.

#### 5.4 Governmental Approvals

Buyer shall have received within three hundred and sixty five (365) days from the date of this Agreement, all governmental approvals and authorizations needed for the transfer of the Assets, including, but not limited to, the FPSC, FDEP, and the Water Management District, upon terms and

conditions acceptable to Buyer, to enable Buyer to assume ownership and operation of the Systems' Assets and to provide water services to the public in the Service Area. Buyer and Seller will use reasonable efforts to finalize any necessary approvals within one hundred and fifty (150) days from the date of this Agreement.

#### 5.5 Regulatory Approval Contingency

The sale of the Assets contemplated by this Agreement is subject to and contingent upon the receipt of a favorable Florida Public Service Commission ("FPSC") staff recommendation and FPSC approval upon terms and conditions reasonably acceptable to Buyer as to such recommendation and approval. As provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the FPSC Staff's recommendation and the FPSC's approval. In the event that the FPSC staff and/or the FPSC determines that the sale and transfer of the Assets are not in the public interest and that Buyer will not fulfill the commitments, obligations, and representations of the utility, and, therefore, the FPSC denies such transfer, or in the event that the FPSC staff recommends and/or the FPSC approves the sale and transfer of the Assets upon terms and conditions not reasonably acceptable to Buyer then the Assets shall remain with Seller and any and all agreements or understandings will be null and void between Seller and Buyer.

#### 5.6 Material Damage

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.

#### 5.7 Publicity; Announcements

No press release or other public statement concerning the negotiation, execution and delivery of this Agreement or the transactions contemplated hereby shall be issued or made without the prior approval of the Parties hereto, except as required by applicable Law or to the extent necessary to obtain requisite regulatory approval.

### 6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents and warrants to Buyer as follows:

- (a) Organization. Seller is a duly organized, validly existing corporation in good standing under the laws of the State of Florida.
- (b) System Ownership. Seller holds the exclusive right, title, interest and power to sell the Assets.
- (c) Current Operations. Seller has all requisite power and authority and all material agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the businesses of the Systems as they have been and are now being conducted and to own and operate the Systems.
- (d) Legal Authority. Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the Systems.

- (e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligations of Seller.
  - (f) No Approvals or Violations. This Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.
  - (g) Party to Decree. Seller is not a party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the Systems or the Assets.
  - (h) List of Assets. Schedule 1.1 contains a true and complete list of the Assets.
  - (i) Customer Records. The data contained in the customer records provided to Buyer is true and accurate in all material respects.
- 6.2 Except as set forth on Schedule 6.2, Seller hereby represents and warrants to Buyer as follows:
- (a) Undisclosed Liabilities. There are no Liabilities of Seller.
  - (b) No Other Parties. No person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Assets.
  - (c) Rights to Facilities. Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.
  - (d) Compliance with Law. Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.
- 6.3 Except as set forth in Schedule 6.3, Seller hereby represents and warrants to and with Buyer as follows with respect to compliance with Environmental Laws (as hereinafter defined):
- (a) Compliance with Law. To the best of Seller's actual knowledge, Seller has been and is in compliance with all applicable Environmental Laws.
  - (b) Adequacy of Permits. To the best of Seller's actual knowledge, after diligent inquiry and investigation, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under applicable Environmental Laws, has filed such timely and complete renewal applications as may be required prior



to the Closing Date, and also has complied with all reporting and record keeping requirements under applicable Environmental Laws.

## 7. REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 Buyer hereby represents and warrants to Seller as follows:

- (a) Organization. Buyer is a corporation duly organized and validly existing and in good standing under the laws of the State of Florida.
- (b) Due Authorization; Valid and Binding. Buyer has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby, and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related documents and agreements constitute the valid and binding obligations of Buyer.
- (c) Financial Wherewithal. Buyer has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by Seller prior to Closing.

## 8. INDEMNIFICATION

### 8.1 Indemnification of Seller

For a period of one (1) year from and after the Closing, Buyer will reimburse, indemnify and hold Seller and its officials and employees harmless from and against any and all Liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including reasonable attorney's fees and costs resulting from, relating to, or arising out of:

- (a) the provision of water service by Buyer for the period following Closing;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing that are not attributable to events that occurred prior to Closing;
- (c) the failure of Buyer to perform any of its covenants following Closing; and
- (d) the enforcement of this **Section 8**.

### 8.2 Indemnification of Buyer

For a period of one (1) year from and after the Closing, Seller will reimburse, indemnify and hold Buyer and its officials and employees harmless from and against any and all Liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including reasonable attorney's fees and costs resulting from, relating to, or arising out of:

- (a) any Liabilities or obligations of Seller of any nature whatsoever except for the Assumed Liabilities which Buyer specifically assumes pursuant to this Agreement;

- (b) any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule furnished to Buyer pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;
- (c) the provision of water service by Seller for the period prior to the date of Closing;
- (d) issues of regulatory compliance and claims by third parties for events that are attributable to events that occurred prior to Closing; and
- (e) the enforcement of this **Section 8**.

### 8.3 General

Each party shall provide the other party with reasonable notice of any claims arising under this **Section 8**. The indemnification rights of the parties under this **Section 8** are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

## 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any written agreement, document, or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of one (1) year following the Closing Date. Seller shall not be liable to Buyer for any Liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses resulting from, relating to or arising out of any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, unless and until Buyer shall have sustained cumulative losses as a result of one or more claims of [twenty-Five Thousand Dollars (\$25,000.00)] (the "Deductible") in which event Seller shall be responsible only for losses exceeding the Deductible. Once the aggregate of losses exceeds the Deductible, the maximum liability for which Seller shall reimburse Buyer shall not exceed the amount of [One Hundred-Fifty Thousand Dollars (\$150,000.00)].

## 10. TERMINATION

### 10.1 Termination and Abandonment.

This Agreement may be terminated and the transactions contemplated abandoned at any time prior to the Closing:

- (a) by mutual written consent of Buyer and Seller;
- (b) (c) by either Buyer or Seller in the event that the approvals described in Sections 5.5 shall not have been obtained and be effective within three hundred sixty-five (365) days of the date hereof;
- (d) by Seller, if Seller is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the

part of Buyer and Buyer has not cured such breach within twenty (20) business days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured);

- (e) by Buyer, if Buyer is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Seller and Seller has not cured such breach within twenty (20) business days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured); or
- (f) by either Buyer or Seller, upon written notice to the other, if any court of competent jurisdiction or other competent governmental authority shall have issued a statute, rule, regulation, final order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated hereby, and such statute, rule, regulation, final order, decree or injunction or other action shall have become final and non-appealable.

## 10.2 Effect of Termination

The right of each party to terminate this Agreement under Section 10.1 is in addition to any other rights such party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 10.1, all further obligations of the parties under this Agreement will terminate, except that the obligations set forth in the [Confidentiality Agreement], Section 5.7 (Publicity; Announcements), this Section 10.2 (Effect of Termination) or Article 11 (Miscellaneous) will survive; provided, however, that if this Agreement is terminated by a party because of a breach of this Agreement by the other party or because one (1) or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

## 11. MISCELLANEOUS

### 11.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

### 11.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller or Buyer.

### 11.3 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by electronic email or by registered or certified mail, postage prepaid, return receipt requested, as follows:

**If to Buyer:**

Gary Deremer, President  
Country Walk Utilities, Inc,  
5320 Captains Court  
New Port Richey, FL 34652

Email: gderemer@uswatercorp.net

**If to Seller:**

Lisa and Daniel Holmes  
9818 Payne Road  
Sebring, FL 33875

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, electronically emailed or mailed.

11.4 Florida Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of laws provisions.

11.5 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

11.6 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

11.7 Schedules

All Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

11.8 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

#### 11.9 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

#### 11.10 Continuance of Cooperation

Seller agrees to work with Buyer without compensation in the pursuit of resolving any System issues as they are presented through the FPSC Transfer process, any FDEP issues that may arise, and easement attainment issues as they are presented. This Cooperation shall survive the Closing for a period of one (1) year from the date of Closing.

#### 11.11 Definitions

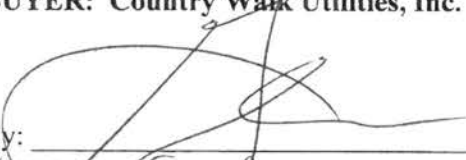
- (a) "Affiliate" means, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities, by contract, or otherwise.
- (b) "Environmental Law" includes all federal, state and local environmental laws and regulations, including, without limitation: (1) the United States Clean Water Act (also known as the United States Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; (2) the United States Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (3) the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; (4) the United States Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (5) the United States Safe Drinking Water Act, 42 U.S.C. § 300j-8; (6) Chapter 403 Florida Statutes; and (7) regulations related thereto. Any reference to legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments or notices issued thereunder.
- (c) "Liability" or "Liabilities" means any liability, indebtedness or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of a person.

Agreement on the date first written.

**SELLER: Holmes Utilities, Inc.**

By:   
Name: Lisa Holmes  
Title: President

**BUYER: Country Walk Utilities, Inc.**

By:   
Name: Guy Deener  
Title: President

**EXHIBIT E**  
**Rule 25-30.037 (2)(r)**

**A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.**

Owner will provide all regulator assessment fees, fines or refunds owned up to the date of the purchase of the Systems.

**EXHIBIT F**  
**Rule 25-30.037 (2)(i)**

**A statement describing the financing of the purchase.**

This was a cash purchase by Shareholders.



**EXHIBIT G**  
**Rule 25-30.037 (2)(k)**

**A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent of ownership interest in the utility.**

There was no funding for this purchase.

**EXHIBIT H**  
**Rule 25-30.037 (2)(l)**

**The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustment made to update this rate base (or net book value) to the date of the proposed transfer.**

The net book value to be determined by the FPSC. The original rate base on this system was under order PSC-97-0568-FOF-WU and then during SARC – PSC-01-2385-PAA-WU.

**EXHIBIT I**  
**Rule 25-30.037 (2)(m)**

**A statement setting forth the reasons for an acquisition adjustment, if one is requested.**

To be determined in communications with FPSC Staff during the Transfer process.

**EXHIBIT J**  
**Rule 25-30.037 (2)(o)**

**A statement from the buyer that it has obtained or will obtain copies of all the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.**

Owner has all applicable tax returns and will present upon request. Owner will provide Country Walk Utilities, Inc. with the last three years of returns.

**EXHIBIT K**  
**Rule 25-30.037 (2)(p)**

**A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection.**

After reasonable investigation, it has been determined that the system acquired from Holmes Utilities, Inc. is in satisfactory condition and are in compliance with all applicable standards set by the Florida Department of Environmental Protection ("FDEP") and do not have any outstanding Notices of Violation or Consent Orders with the FDEP at the time of filing.

**EXHIBIT L**  
**Rule 25-30.030**

**An affidavit that the notice of actual application was given in accordance with Section 367-045(1), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail.**

**Late File**

**EXHIBIT M**  
**Rule 25-30.030**

**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 being transferred.**

**Late File**

**EXHIBIT N**  
**Rule 25-30.030**

**Immediately upon completion of the 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.**

**Late File**



**EXHIBIT O**  
**Rule 25-30.037 (2)(q)**

**Evidence that the utility owns the land where the utility treatment facility are located. Or, where 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.**

1 of 2  
JB 27.00  
38.50

Parcel # C-16-36-29-010-00A1-0000

Prepared by/Return to:  
Stephen C. Booth, Esquire  
BOOTH & COOK, P.A.  
7510 Ridge Road  
Port Richey, FL 34668

FILED IN HIGHLANDS COUNTY, FL  
ROBERT W. GERMAINE, CLERK OF COURTS  
FILED 10/24/2013 AT 03:02:34 PM  
BOOK 2402 PAGE 1798-1800 INSTRUMENT#1713729  
DOC TYPE D DEPUTY CLERK:JBASSETT REC FEE  
\$27.00 DEED DOC STAMPS \$38.50

Consideration: \$5,500.00



File #13-263

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this 17<sup>th</sup> day of October, 2013 by and between **HOLMES UTILITIES, INC., a Florida corporation**, whose address is 760 Henscratch Road, Lake Placid, FL 33852, hereinafter called the Grantor, and **COUNTRY WALK UTILITIES, INC., a Florida corporation**, whose address is 5320 Captains Court, New Port Richey, FL 34652, hereinafter called the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by the Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, forever, the following described land in the County of **HIGHLANDS**, Florida, to wit:

See the attached Exhibit "A" incorporated herein by reference.

TO HAVE AND TO HOLD the above referenced property with appurtenances, unto the said Grantee, its successors and assigns forever.

SUBJECT TO all easements, restrictions and reservations of record and taxes for 2013 and subsequent years.

AND SAID GRANTOR does hereby fully specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF, the above named corporate Grantor has caused these presents to be signed in its name by its undersigned officers, and its seal affixed the day and year first hereinabove written.

Holmes Utilities, Inc.  
a Florida corporation

*Lisa K. Holmes*  
Lisa K. Holmes, President

Signed, sealed and delivered  
in the presence of:

*Bethanie L. Arrowood*  
Witness signature  
Bethanie L. Arrowood  
print name of witness

*Bobbie Chaubert*  
Witness signature  
Bobbie Chaubert  
print name of witness

STATE OF Florida

COUNTY OF Highlands

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Lisa K. Holmes as President of Holmes Utilities, Inc., a Florida corporation,

who is/are personally known to me or  
 who has/have produced \_\_\_\_\_ (type of identification) as  
identification

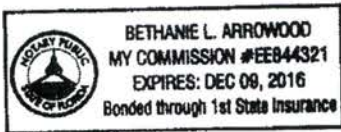
and who acknowledged before me that the foregoing instrument was executed for the reasons expressed therein.

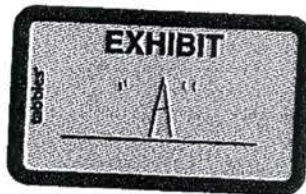
Witness my hand and official seal this 17<sup>th</sup> day of October, 2013.

my commission expires on:

seal of notary

*Bethanie L. Arrowood*  
Notary public  
Bethanie L. Arrowood  
Printed, typed or stamped name of notary





A portion of Tract A, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida, more particularly described as follows: BEGIN at the Southwest corner of Lot 15, Block 3, COUNTRY WALK; thence North  $89^{\circ}45'36''$  East along the South line of said Lot 15 for a distance of 196.21 feet to a point; thence North  $3^{\circ}38'37''$  East for a distance of 35.33 feet to a point; thence South  $86^{\circ}34'28''$  East for a distance of 55.0 feet to a point; thence South  $3^{\circ}38'37''$  West for a distance of 70.0 feet to a point; thence North  $86^{\circ}34'28''$  West for a distance of 55.0 feet to a point; thence North  $3^{\circ}38'37''$  East for a distance of 19.64 feet to a point; thence South  $89^{\circ}45'36''$  West for a distance of 195.19 feet to a point on the East right-of-way line of Lake Side Trail; thence North  $0^{\circ}14'24''$  West along said East right-of-way line for a distance of 15.0 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress, more particularly described as follows: COMMENCE at the Southwest corner of Lot 15, Block 3, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida; thence South  $0^{\circ}14'24''$  East along the East right-of-way line of Lake Side Trail for a distance of 15.0 feet to the POINT OF BEGINNING; thence North  $89^{\circ}45'36''$  East for a distance of 25.0 feet to a point; thence South  $82^{\circ}55'02''$  West for a distance of 25.18 feet to a point on the East right-of-way line of Lake Side Trail; thence North  $0^{\circ}14'24''$  West along said East right-of-way line for a distance of 3.0 feet to the POINT OF BEGINNING.

2012  
Prepared by/return to:

JB  
2700  
Stephen C. Booth, Esquire  
BOOTH & COOK, P.A.  
7510 Ridge Road  
Port Richey, FL 34668  
File #13-263



FILED IN HIGHLANDS COUNTY, FL  
ROBERT W. GERMAINE, CLERK OF COURTS  
FILED 10/24/2013 AT 03:02:35 PM  
BOOK 2402 PAGE 1801-1803 INSTRUMENT#1713730  
DOC TYPE: BS DEPUTY CLERK: JBASSETT REC  
FEE \$27.00

### BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that on the 17 day of October, 2013, **HOLMES UTILITIES, INC.**, a Florida corporation, ("Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by **COUNTRY WALK UTILITIES, INC.**, a Florida corporation ("Purchaser"), the receipt of which is hereby acknowledged pursuant to the Asset Purchase Agreement between the parties, dated September 9, 2013 (the "Purchase Agreement"), hereby grant, sell, assign and convey to Purchaser all of Seller's right, title and interest in and to all of the personal property, both tangible and intangible, of the Assets, as such term is defined in the Purchase Agreement, including, but not limited to, the following:

1. All water supply, treatment, storage, distribution and transmission facilities, including, but not limited to, pumps, plants, wells, tanks, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, together with all additions or replacements thereto;
2. The following, but only to the extent that Seller's right, title or interest is transferrable: all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, easements, and all rights to construct, maintain, and operate the Utility System and its plants and systems for the intended use as set forth in the Purchase Agreement, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Certificates");
3. All supplier lists, customer records, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Utility System and its plants and systems for the intended use as set forth in the Purchase Agreement, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Certificates");
4. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias, or other reproducible materials in Seller's possession, including right of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form;
5. All rights of Seller under any Developer Agreements, if any, which are assumed by Purchaser pursuant to the Purchase Agreement;
6. All rights and obligations of Seller under the Contracts and Leases, if any, which are assumed by Purchaser pursuant to the Purchase Agreement;

Notwithstanding the foregoing, Seller does not hereby convey to Purchaser those certain Excluded Assets, as such term is defined and described in the Purchase Agreement.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests or encumbrances.

All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement. The terms and conditions contained in the Purchase Agreement are incorporated herein by reference.

Seller makes no representation as to the condition of the Assets. Purchaser acknowledges that it is acquiring the Assets "as-is".

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

Signed, sealed and delivered in the presence of:

Bethanie L Arrowood  
Signature

Bethanie L. Arrowood  
Type/print name of witness

Bobbie Chamberlain  
Signature

Bobbie Chamberlain  
Type/print name of witness

STATE OF Florida  
COUNTY OF Highlands

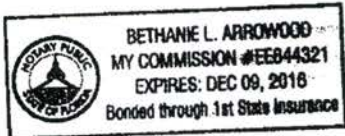
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2013 by Lisa K. Holmes as President on behalf of said Holmes Utilities, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

Bethanie L Arrowood  
Notary Public

SELLER:

Holmes Utilities, Inc.  
A Florida corporation

Lisa K. Holmes  
Lisa K. Holmes  
President



Signed, sealed and delivered in the presence of:

[Signature]  
Signature

Victoria Lemish  
Type/print name of witness

[Signature]  
Signature

S. Lee Tenich  
Type/print name of witness

BUYER:

Country Walk Utilities, Inc.  
A Florida corporation

[Signature]  
Gary Deremer, Gary Deremer  
President

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of Oct, 2013 by Gary Deremer as President on behalf of said Country Walk, Inc., a Florida corporation. He is personally known to me.

Michelle Brzezicki  
Notary Public



HOLMES UTILITIES, INC.

760 Henscratch Road

Lake Placid, Florida 33852

(941) 465-6044

Notice is hereby given on Feb. 21, 1997 pursuant to Section 367.045, Florida Statutes, of the application of Holmes Utilities, Inc. / Country Walk Facility to create a water utility to provide service to the following described territory in Highlands County, Florida as follows:

Legal Description of the combined boundary of the Country Walk subdivision, Platbook 15, Page 50 and the First addition to Country Walk subdivision, Platbook 16, Page 3, records of Highlands County, Florida, both being a portion of the Southwest Quarter of the Southwest Quarter of Section 16, Township 36 South, Range 29 East.

A portion of the Southwest Quarter of the Southwest Quarter of Section 16, Township 36 South, Range 29 East, Highlands County, Florida, more particularly described as follows:

Begin at the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 16; Thence North  $88^{\circ}22'50''$  East along the North line of the said Southwest Quarter of the Southwest Quarter for a distance of 1328.55 feet to a point marking the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 16, Township 36 South, Range 29 East; Thence run South  $00^{\circ}02'11''$  East along the East line of the Southwest Quarter of the Southwest Quarter for a distance of 1272.47 feet to a point on the Government Meander Line of Lake Carrie; Thence run South  $78^{\circ}27'29''$  West a distance of 273.91 feet along said Government Meander Line to a point; Thence run South  $88^{\circ}22'28''$  West a distance of 1055.35 feet to the Southwest Corner of Section 16, Township 36 South, Range 29 East; Thence run North  $00^{\circ}14'24''$  West a distance of 1319.68 feet to the point of beginning said portion containing 40.02 acres.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director Division of Records and Mapping, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be filed to the applicant whose address is:

Holmes Utilities Inc.  
760 Henscratch Road  
Lake Placid, Florida 33852  
(941) 465-6044

Phone #



Documentary Stamps:

\$ .70 D.C.



Parcel ID Number: C-16-36-29-010-00A0-0000

Grantee #1 TIN:

**Warranty Deed**

This Indenture, Made this *22<sup>nd</sup>* day of November, 1995 A.D., Between MITCHELL B. HARVEY and DOLORES J. HARVEY, his wife, AND TODD M. HARVEY, a married man,

of the County of HIGHLANDS, State of Florida, grantors, and HOLMES UTILITIES, INC., a corporation existing under the laws of the state of Florida

whose address is: 760 Henscratch Road, LAKE PLACID, Florida 33852

of the County of HIGHLANDS, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of - - - - - TEN & NO/100 (\$10.00) - - - - - DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of Highlands State of Florida to wit:

SEE ATTACHED SCHEDULE A

SUBJECT TO:

- 1. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
- 2. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
- 3. Public Utility Easements of record.
- 4. Taxes for 1995 and subsequent years.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF TODD HARVEY, AS SUCH HOMESTEAD IS DEFINED UNDER FLORIDA LAW. TODD HARVEY RESIDES AT: 34 Fawn Run Road, Lake Placid, FL 33852.

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION - The preparer of this instrument was neither furnished with, nor requested to review, an abstract on the described property and therefore expresses no opinion as to condition of title.

LEGAL DESCRIPTION FURNISHED BY GRANTOR. \_\_\_\_\_

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.  
Signed, sealed and delivered in our presence:

J. J. Sheehan  
Printed Name: J. J. Sheehan  
Witness as to All

Diana Aliff  
Printed Name: Diana Aliff  
Witness as to All

Mitchell B. Harvey (Seal)  
MITCHELL B. HARVEY  
P.O. Address 15 Tall Oaks Trail Lake Placid,, LAKE PLACID, FL 33851

Dolores J. Harvey (Seal)  
DOLORES J. HARVEY  
P.O. Address 15 Tall Oaks Trail Lake Placid,, LAKE PLACID, FL 33851

Todd M. Harvey (Seal)  
TODD M. HARVEY  
P.O. Address 34 Fawn Run Road LAKE PLACID, FL 33852

STATE OF Florida  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 22nd day of November, 1995 by  
MITCHELL B. HARVEY and DOLORES J. HARVEY, his wife, AND TODD M.  
HARVEY, a married man,  
who are personally known to me.

This Document Prepared By:  
J. TIMOTHY SHEEHAN  
ATTORNEY AT LAW  
234 CENTRAL AVENUE  
LAKE PLACID, FL 33852

Diana Lynn Aliff  
Printed Name: DIANA LYNN ALIFF  
NOTARY PUBLIC  
My Commission Expires: Notary Public, State of Florida  
My comm. expires July 25, 1999  
#CC 483712

**EXHIBIT P**  
**Rule 25-30.037 (2)(s)**

**Sample tariff sheets for each system proposed to be transferred reflecting the change in ownership, the existing rates and charges, and the territorial descriptions for each water system.**

**Attached at End**

**EXHIBIT Q**  
**Rule 25-30.037 (2)(t)**

**The current water certificate issued for the Water System, was not available at the time of Application Filing.**

**EXHIBIT R**  
**Rule 25-30.036 (3)(d)**

**Evidence that the utility owns the land upon which the utility treatment facilities that will serve the proposed territory are located or a copy of an agreement, such as a 99-year lease, which provides for the continued use of the land.**

**EXHIBIT S**  
**Rule 25-30.036 (3)(e)**

A description of the territory proposed to be served using township, range and section references as specified in Rule 25-30.030 (2).

**Water Territory Served**

**HIGHLAND COUNTY**

**Township 36 South, Range 29 East**

**Section 16**

Begin at the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 16; Thence North  $88^{\circ}22'50''$  East along the North line of the said Southwest Quarter of the Southwest Quarter for a distance of 1328.55 feet to a point marking the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 16, Township 36 South, Range 29 East; Thence run South  $00^{\circ}02'11''$  East along the East line of the Southwest Quarter of the Southwest Quarter for distance of 1272.47 feet to a point on the Government Meander Line of Lake Carrie; Thence run South  $78^{\circ}27'29''$  West a distance of 273.91 feet along said Government Meander Line to a point; Thence run South  $88^{\circ}22'28''$  West a distance of 1055.35 Feet to the Southwest Corner of Section 16, Township 36 South, Range 29 East; Thence run North  $00^{\circ}14'24''$  West a distance of 1319.68 feet to the point of beginning said portion containing 40.02 acres.

**EXHIBIT T**  
**Rule 25-30.036 (3)(i)**

**One copy of the official county tax assessment map or other map showing township, range and section, with a scale such as 1" = 200' or 1" = 400', with the proposed territory plotted there on by use of metes and bounds or quarter sections and with a defined reference point of beginning.**

**EXHIBIT U**  
**Rule 25-30.036 (3) (f)**

**One copy of a detailed system map showing the proposed lines, treatment facilities, and the territory proposed to be served. The map shall be of sufficient scale and detail to enable correlation with the description of the territory.**



**EXHIBIT V**  
**Rule 25-30.036 (3) (r)**

**An affidavit that the utility has tariffs and annual reports on file with the Commission.**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Country Walk Utilities, Inc.'s Application )  
for Approval of Transfer of Holmes Utilities ) Docket No. \_\_\_\_\_  
Inc. Water System )  
in Highland, Florida. ) Filed: December 30, 2013  
\_\_\_\_\_ )

**AFFIDAVIT**

**Exhibit V to Application**

STATE OF FLORIDA:  
COUNTY OF PASCO:

BEFORE ME, the undersigned authority, personally appeared Gary A. Deremer, who after being duly sworn, deposes and says:

1. That I, Gary A. Deremer, am the President and Chief Operating Officer of Country Walk Utilities, Inc.
2. That I hereby affirm that Country Walk Utilities, Inc. does not have tariffs on file nor annual reports. I Mr. Deremer do have tariffs on file with another system whereby I am the Majority Shareholder – Harbor Waterworks, Inc. Harbor Waterworks, Inc. does have an annual report on file for 2012.
3. Further, Affiant sayeth not.

  
\_\_\_\_\_  
GARY A. DEREMER

STATE OF FLORIDA:  
COUNTY OF PASCO:

Subscribed and sworn to before me this 30 day of December 29, 2013 by Gary A. Deremer, who is personally known to me.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 9/13/2015

**EXHIBIT W**  
**Rule 25-30.036 (3)(q)**

**The number of the most recent order of the Commission establishing or changing the applicant's rates and charges.**

Country Walk Utilities, Inc. acknowledgement that it does not have a recent order of the Commission establishing or change the Applicant's rates and charges.

## **EXHIBIT X**

**Attached hereto is an affidavit of Country Walk Utilities, Inc., affirming that the facts stated herein and in the attached exhibits are true and correct.**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Country Walk Utilities, Inc.'s Application )  
for Approval of Transfer of Holmes Utilities ) Docket No. \_\_\_\_\_  
Inc. Water System )  
in Highland, Florida. ) Filed: December 30, 2013  
\_\_\_\_\_ )

**AFFIDAVIT**

**Exhibit X to Application**


STATE OF FLORIDA:  
COUNTY OF PASCO:

BEFORE ME, the undersigned authority, personally appeared Gary A. Deremer, who after being duly sworn, deposes and says:

1. That I, Gary A. Deremer, am the President of Country Walk Utilities, Inc.

2. That I hereby affirm that the facts stated in Country Walk Utilities, Inc.'s Application for Approval of Transfer, Application for Transfer of Holmes Utilities, Inc. Water System and Amendment of Certificate in Highland County, Florida, and the attached exhibits thereto are true and correct.


3. Further, Affiant sayeth not.

  
\_\_\_\_\_  
GARY A. DEREMER

STATE OF FLORIDA:  
COUNTY OF PASCO:

Subscribed and sworn to before me this 30 day of December 29, 2013, by Gary A. Deremer, who is personally known to me.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 9/13/2015

WATER TARIFF

COUNTRY WALK UTILITIES, INC.  
NAME OF COMPANY

5320 Captains Court  
New Port Richey, Florida 34652  
(ADDRESS OF COMPANY)

727 848 8292 Business / 888 228 2124 Emergency  
(BUSINESS AND EMERGENCY TELEPHONE NUMBERS)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

GARY A DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

WATER TARIFF

**COUNTRY WALK UTILITIES, INC.**

NAME OF COMPANY

Country Walk Utilities, Inc.  
Attn: Gary Deremer  
5320 Captains Court  
New Port Richey, FL 34652

Telephone: (727) 848 8292

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

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Territory Authority .....	3.0

GARY A. DEREMER  
 ISSUING OFFICER  
PRESIDENT  
 TITLE



NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 579-W

COUNTY - County

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Highlands	Holmes Utilities, Inc.	579-W	PSC-01-2385-PAA-WU	12/10/2001	010403	SARC
Highlands	Holmes Utilities, inc.	579-W	PSC-97-0568-FOF-WU	05/20/1997	960244	ORIGINAL CERT.

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

**HIGHLAND COUNTY**

**Township 36 South, Range 29 East**

**Section 16**

**Begin at the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 16; Thence North 88°22'50" East along the North line of the said Southwest Quarter of the Southwest Quarter for a distance of 1328.55 feet to a point marking the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 16, Township 36 South, Range 29 East; Thence run South 00°02'11" East along the East line of the Southwest Quarter of the Southwest Quarter for distance of 1272.47 feet to a point on the Government Meander Line of Lake Carrie; Thence run South 78°27'29" West a distance of 273.91 feet along said Government Meander Line to a point; Thence run South 88°22'28" West a distance of 1055.35 Feet to the Southwest Corner of Section 16, Township 36 South, Range 29 East; Thence run North 00°14'24" West a distance of 1319.68 feet to the point of beginning said portion containing 40.02 acres.**

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.  
WATER TARIFF

**COMMUNITIES SERVED**

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Country Walk	Holmes Utilities, Inc.	Highlands	Sheet No. 3.1
Country Walk	Holmes Utilities, Inc.	Highlands	Sheet No. 3.1

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

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 BREVARD WATERWORKS.
- 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, AService@ 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)

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

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.

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

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)

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

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)

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

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GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE



NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

**RATE SCHEDULE: WATER RATES**

**RESIDENTIAL SERVICE (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 Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" X 3/4"	\$16.26
3/4"	\$24.39
1"	\$40.63
1-1/2"	\$81.26
2"	\$129.99
3"	\$260.01
4"	\$406.27
6"	\$812.56

**GALLONAGE CHARGE:** Per 1,000 gallons

Block 1, (0 – 10,000)	\$ 6.10
Block 3, (Over 10,000)	\$ 7.63

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**EFFECTIVE DATE -** August 1, 2013

**TYPE OF FILING -** 2013 Indexing

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

**RATE SCHEDULE: WATER RATES**

**GENERAL SERVICE (GS) and MULTI FAMILY (MS)**

**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 Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" X 3/4"	\$16.26
3/4"	\$24.39
1"	\$40.63
1-1/2"	\$81.26
2"	\$129.99
3"	\$260.01
4"	\$406.27
6"	\$812.56

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 6.10

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**EFFECTIVE DATE -** August 1, 2013

**TYPE OF FILING -** 2013 Indexing

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

**RATE SCHEDULE: WATER RATES**

**PRIVATE FIRE PROTECTION SERVICE (PF)**

**AVAILABILITY:** Available throughout the area served by the Company.

**APPLICABILITY:** For Private Fire Protection service to Customers.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**  
N/A

**GALLONAGE CHARGE:**

**MINIMUM CHARGE:**

**TERMS OF PAYMENT:**

**TYPE OF FILING:**

**EFFECTIVE DATE:**

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

**RATE SCHEDULE: WATER RATES**

**IRRIGATION SERVICE (IR)**

**AVAILABILITY:** Available throughout the area served by the Company.

**APPLICABILITY:** For individually metered irrigation water service for all purposes in private residences and multi-family units.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:** N/A

**GALLONAGE CHARGE:**

**MINIMUM CHARGE:**

**TERMS OF PAYMENT:** .

**TYPE OF FILING:**

**EFFECTIVE DATE:**

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

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. If:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested or,
- (B) The applicant pays a cash deposit or,
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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"	\$ 62.00	\$62.00
All Over 5/8" X 3/4"	2 X Average Bill	2 X Average Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing period of the 12-month period immediately prior to the date of notice. IN the event he customer has had serve less than 12-months, the company shall base it's new or additional deposit upon the average actual monthly billing available.

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 December 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 not, in the preceding 12 months.

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

(Continued to Sheet No. 20.1)

EFFECTIVE DATE -

TYPE OF FILING - Transfer

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

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 - Original in Existence

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: BREVARD WATEWORKS, INC.

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.

**CHARGES:**

<u>Type of Service</u>	<u>Fee</u>
Initial Connection	\$15.00
Normal Reconnection	\$15.00
Violation Reconnection	\$15.00
Premises Visit	\$15.00

EFFECTIVE DATE -

TYPE OF FILING -

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.  
WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

**CHARGES:**

**Main Extension Charges:**

Per ERC

**Meter Installation Charges:**

5/8" x 3/4"	\$100.00
All other meter sizes	Actual Cost

**Meter With Built-In Backflow Preventer:**

All Meter Sizes	Actual Cost
-----------------	-------------

**Plant Capacity Charges:**

Per ERC

**Service Installation Charges:**

Per Connection - 5/8" x 3/4"	\$150.00
Per Connection - All other meter sizes	Actual Cost

**Stand Alone Backflow Prevention Device:**

All Types	Actual Cost
-----------	-------------

EFFECTIVE DATE – January 1, 2002

TYPE OF FILING - 2001 SARC

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE



NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION.....	21.0
APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Not Applicable

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

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 AYour 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

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

# Country Walk Utilities, Inc

## USW Utility Billing Center

P.O. Box 151245  
Cape Coral, FL 33915

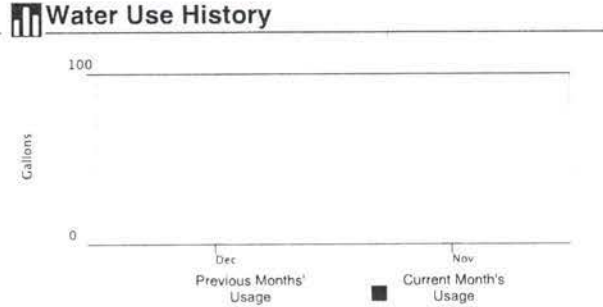
If you have any questions please contact our customer  
service number: 1-888-228-2134

Account Number ..... [REDACTED]  
Bill Date ..... 12/13/2013  
Due Date ..... 01/03/2014  
Total Amount Due ..... \$65.06

For Service To:  
35 QUAIL ROOST

Usage Data	Billing Period	Days	Meter Readings	Usage	Units
	10/31/2013	29	1708	8	TGAL
	11/29/2013		1716		
Total Days:		29	Total Usage:		8 TGAL

Billing Detail	
Amount Owed From Last Bill	\$58.96
Adjustments	\$0.00
Total Payments Received	\$58.96
Prior Balance	\$0.00
<b>New Charges</b>	
Service Charge	\$16.26
Water 8 @ 6.100000	\$48.80
<b>Total Water 8 TGAL Charges</b>	<b>\$65.06</b>
Total Current Charges	\$65.06
Total Amount Due 01/03/2014	\$65.06



## Message Center

- Welcome from the U.S. Water Services Corporation. We are now operating the Country Walk Utilities, Inc systems. This is your new statement. Please note the new address to remit your payment located on the bottom of your statement. If you are using an online bill-pay service you will need to update the address and account number with the service you use. Customer service may be reached at 1-888-228-2134.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

018795242 0006506

### Make Checks Payable To:

Country Walk Utilities, Inc  
Billing & Payment Processing Center  
P.O. Box 151245  
Cape Coral, FL 33915-1245

Check this box for address  
correction or message. Please  
print on reverse side.  
Acct#: 18795242 35 QUAIL ROOST

Amount Due by 01/03/2014	\$65.06
Amount Enclosed: \$	

[REDACTED]

LAKE PLACID FL 33852



Country Walk Utilities, Inc  
**C/O US WATER**  
P.O. BOX 151245  
CAPE CORAL, FL 33915-1245



NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities .....		
Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines) .....		
Cost Records and "As-Built" Plans .....		
Design by Independent Engineers .....		
Developer Agreements .....		
Easements and Rights-of-Way .....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections .....		
Obligations of Developer .....		
Obligations of Company .....		
Off-Site Facilities .....		
On-Site Facilities .....		
Refundable Advances .....		
Schedule of Fees and Charges .....	Go to Sheet No. 17.0	
System Design and Construction .....		
Table of Daily Flows .....		
Transfer of Contributed Property - Bills of Sale .....		

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE



NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY: COUNTRY WALK UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

Utility was originally developed to serve the Oakwood and Kingswood subdivisions. Service to adjacent areas will be provide if the applicant for service complies with the rules and regulations of the Florida Public Service Commission and pays all costs associated with such extension of service.

Definitions of Service

Application for Water Service: Applies to service requests where service has never been provided and will require a new meter installation. Also applies to service to existing customers for which the customer requests a separate meter for irrigation.

Meter Installation Fee: Applies to new service connections and existing customers for which the customer requests a separate meter for irrigation.

Capacity Charge: Applies per residential unit or ERC, plus the AFPI charges, based on the month payment is made.

Tap Fee: Applies on a per tap into the water main basis. No more than two meters can be associated to each tap for residential customers. The Utility will have the final decision on the number of meters associated with one tap based on the end use whether residential or general service.

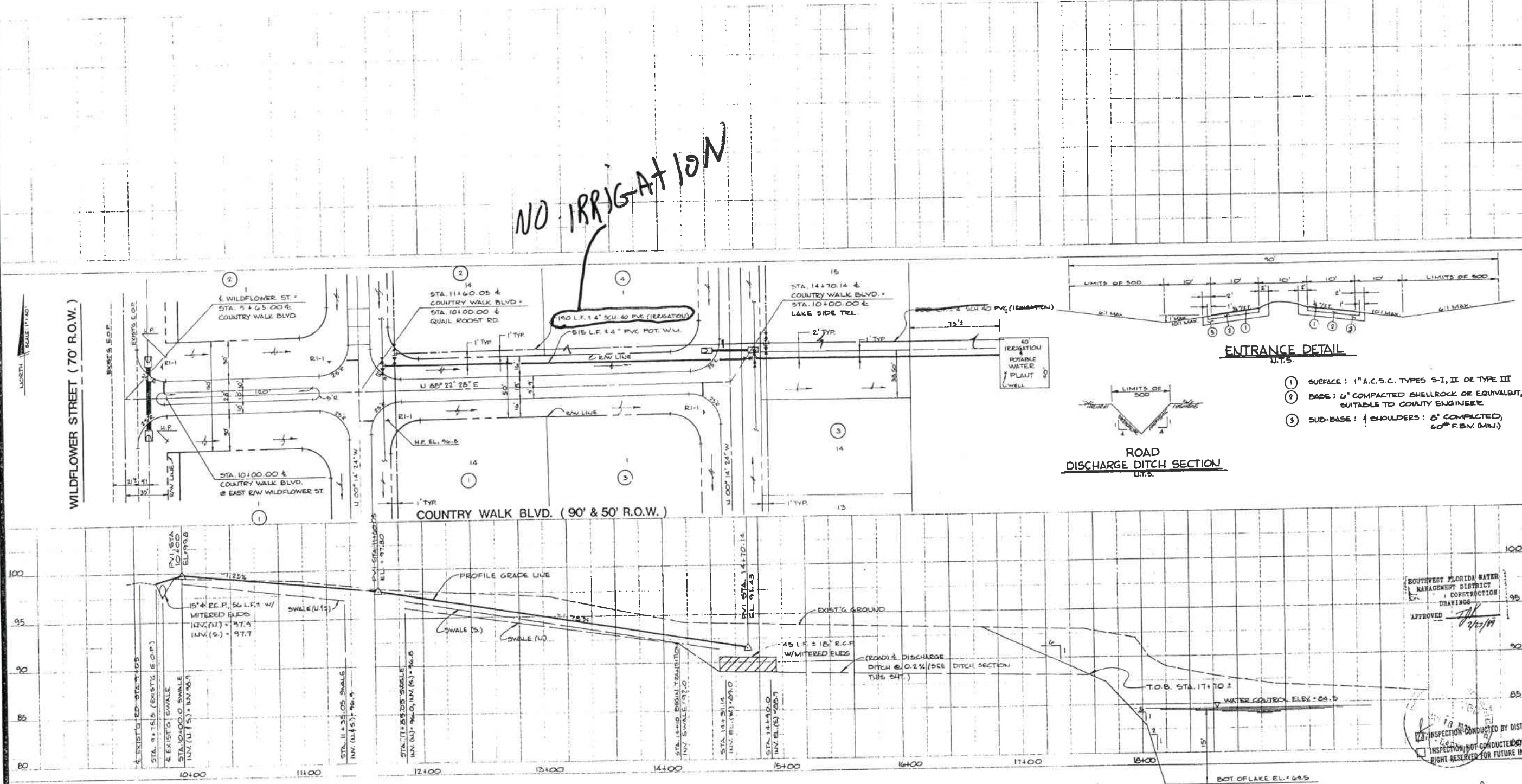
The Allowance for Funds Prudently Invested (AFPI) is a charge to recover the carrying costs associated with the utility's investment in facilities built to serve future customers. The charge recovers the carrying costs incurred from the time the facility is placed in service until such time as the customer pays the SAC. The applicable AFPI is based on the month and year the payment is made is as follows:

GARY A. DEREMER  
ISSUING OFFICER  
PRESIDENT  
TITLE



PLAN	DATE
REVISIONS	
NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

PROFILE	DATE
REVISIONS	
NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	



**NO IRRIGATION**

**ENTRANCE DETAIL**  
U.T.S.

**ROAD DISCHARGE DITCH SECTION**  
U.T.S.

- ① SURFACE : 1" A.C.S.C. TYPES S-I, II OR TYPE III
- ② BASE : 6" COMPACTED SHELLROCK OR EQUIVALENT, SUITABLE TO COUNTY ENGINEER
- ③ SUB-BASE : 8" SHOULDERS : 8" COMPACTED, 60% F.B.V. (MIN.)

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT  
CONSTRUCTION  
DRAWING  
APPROVED *[Signature]*  
2/27/11

INSPECTION CONDUCTED BY DISTRICT  
INSPECTION NOT CONDUCTED BY DISTRICT  
RIGHT RESERVED FOR FUTURE INSPECTION

**TYP. LAKE SECTION**

*Mark D...*  
1/1/11

**COUNTRY WALK ESTATES**

**ROAD PLAN & PROFILE SHEET**

SECTION 16, TOWNSHIP 36 S., RANGE 29 E., HIGHLANDS COUNTY, FLORIDA

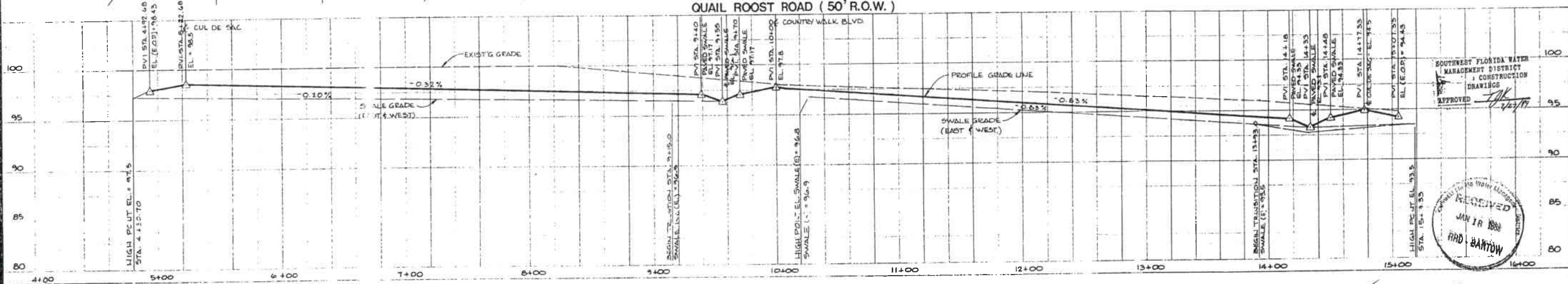
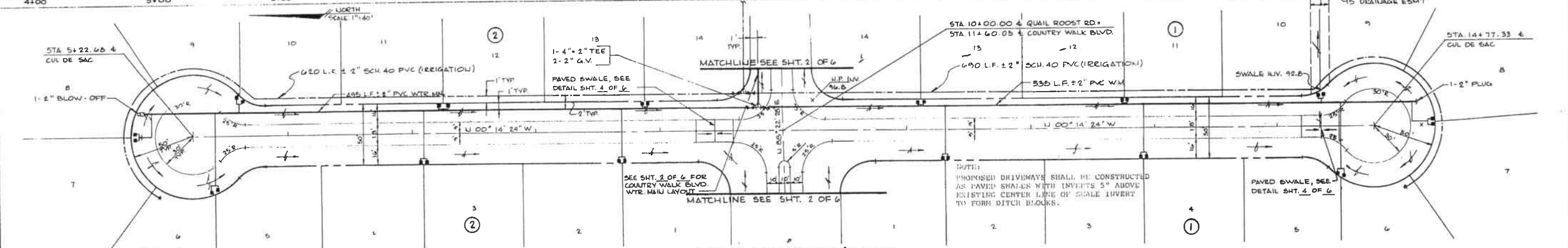
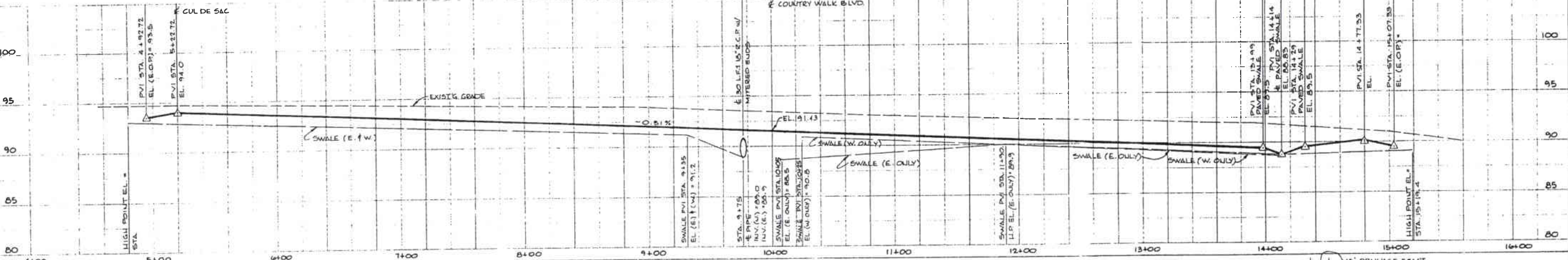
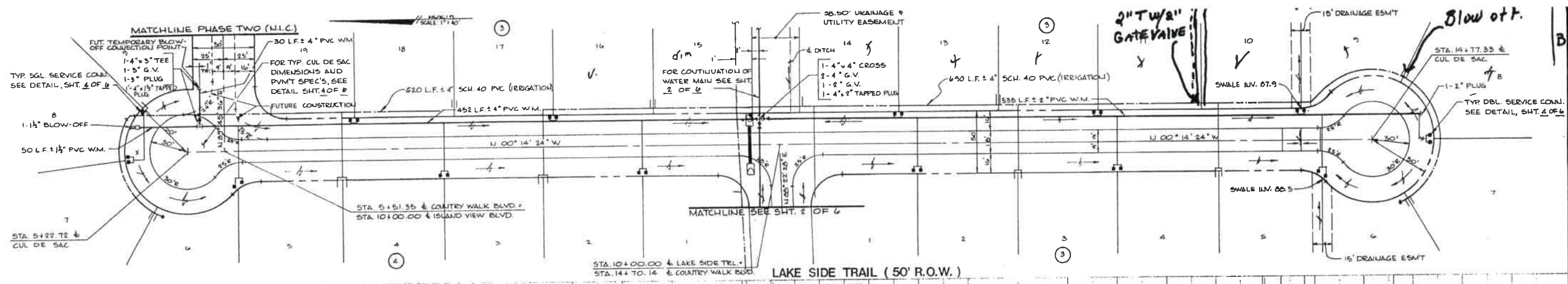
**ABBS & ASSOCIATES INC.**  
ENGINEERS / PLANNERS / SURVEYORS  
3055 S TAMPAH TRAIL, PORT CHARLOTTE, FLORIDA 33952

DESIGNER: JLE  
DRAWN: JLE  
CHECKED: JLE  
DATE: 1-11-11

SUBMITTED TO: HIGHLANDS COUNTY FOR REVIEW  
REVISION DESCRIPTION

NO. DATE BY APPR.

JOB NO. 6140  
SHEET  
2 OF 6



PLAN	DATE

PROFILE	DATE

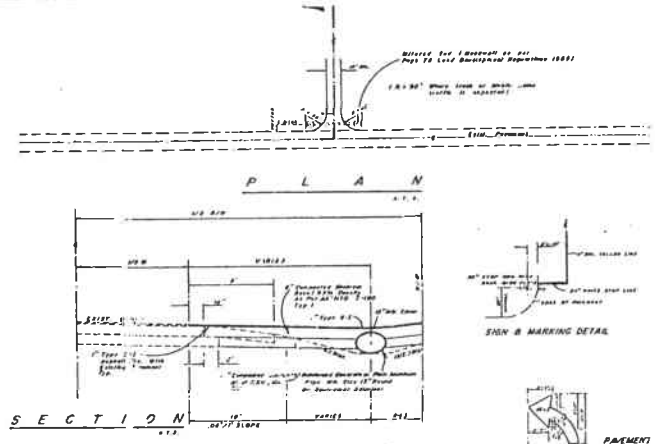
NOTE:  
 1. FOR CLARITY, LOCATION OF WATER LINES & SERVICE CONNECTIONS, HORIZONTAL LAYOUT HAS BEEN EXAGGERATED.

INSPECTION CONDUCTED BY DISTRICT  
 INSPECTION NOT CONDUCTED BY DISTRICT  
 RIGHT RESERVED FOR FUTURE INSPECTION  
 X Mary + David 1/17/09



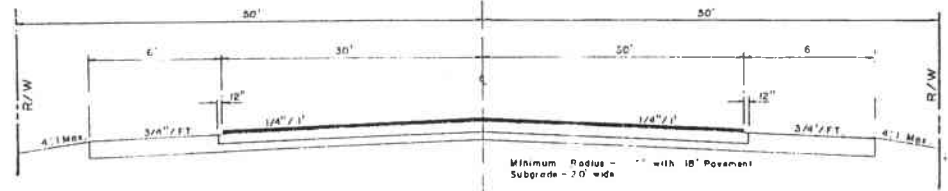
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 CONSTRUCTION DRAWINGS  
 APPROVED [Signature] 1/17/09

SUBMITTED TO HIGHLANDS COUNTY FOR REVIEW  
 DATE 1-13-09  
 DESIGNED BY [Signature]  
 DRAWN BY [Signature]  
 CHECKED BY [Signature]  
 APPROVED BY [Signature]  
 DATE 1-11-08  
 NO. 1-13-09  
 COUNTRY WALK ESTATES  
**ROAD PLAN & PROFILE SHEET**  
 SECTION 16, TOWNSHIP 36 S., RANGE 29 E., HIGHLANDS COUNTY, FLORIDA  
 A.B.S. & ASSOCIATES INC.  
 ENGINEERS / PLANNERS / SURVEYORS  
 3095 S. TAMiami TRAIL, PORT CHARLOTTE, FLORIDA 33952  
 PORT CHARLOTTE (813) 427-3181  
 FT. MYERS (813) 334-0083  
 JOB NO. 6190  
 SHEET  
 3 OF 6



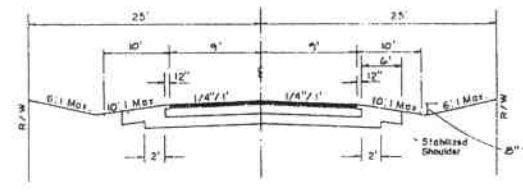
**NOTES:**

1. Pavement markings as per current Florida Department of Transportation Specifications.
2. All construction to conform with the requirements of the current Highlands County Land Development Regulations.
3. All disturbed area is to be graded a minimum of 10% from the edge of the pavement and the balance of the disturbed area is to be graded and mulched as per current Highlands County Regulations.
4. A 12" shellrock base may be substituted for the 6" base and 10" aggregate sub-base. This 12" shellrock base must be placed and compacted in two 6" lifts.



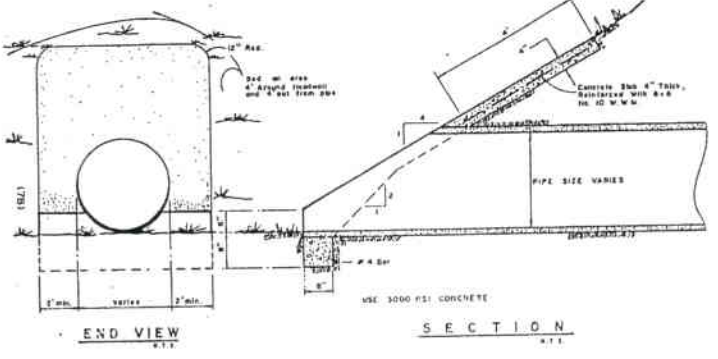
**Cul-De-Sac Typical Section**

Surface 1" A.C.S.C. Type S-I, II or Type III  
 Base 6" Compacted Shellrock or Equivalent, Suitable to County Engineer  
 Sub-base & Shoulders 8" Compacted, 60# F.B.V., Min.

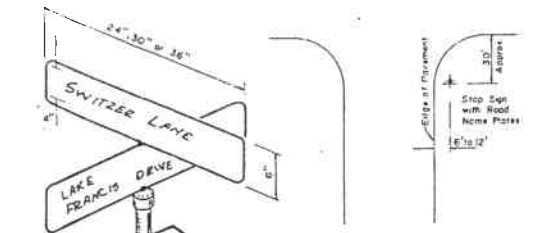


**2 Lane Local Road (Rural With Swales)**

① Surface 1" A.C.S.C. Types S-I, II or Type III  
 ② Base 6" Compacted Shellrock or Equivalent, Suitable to County Engineer  
 ③ Sub-base & Shoulders 8" Compacted, 60# F.B.V., Min.



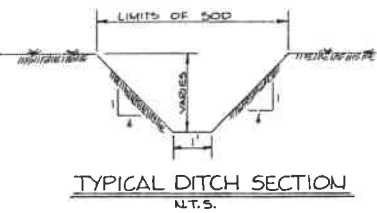
**MITRED END DETAIL**



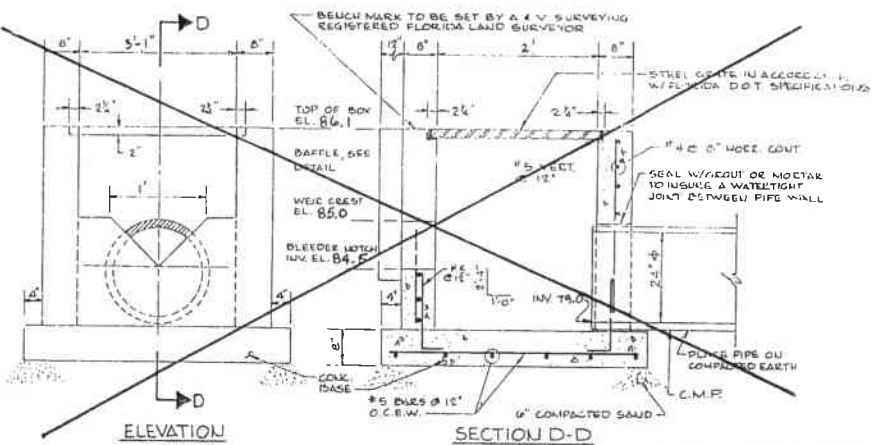
**Road Signs**  
 Aluminum Plates - Minimum thickness 0.02 inches, die cut Alcoa alloy 6061-T6 or equal. White letters with green reflectorized background.

**STOP Sign**  
 Aluminum Plates - Minimum thickness 0.02 inches, die cut Alcoa alloy 6061-T6 or equal. White letters with red reflectorized background. Standard size 30"

**Base Detail**  
 Cross-section 12" 3/8" x 1/2" through hole, perpendicular to each other, required.

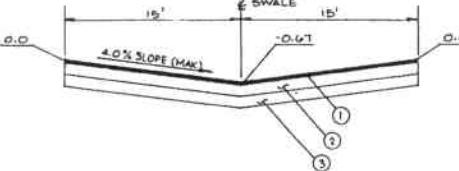


**TYPICAL DITCH SECTION**



**OUTFALL STRUCTURE 'A'**

**NOTE:**  
 1. ALL CONCRETE SHALL BE FOOT CLASS II

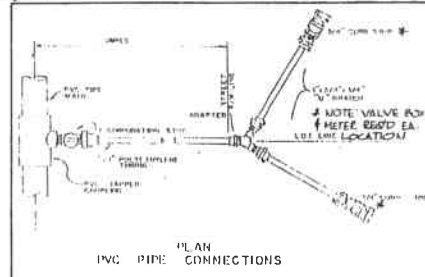


**PAVED SWALE DETAIL**

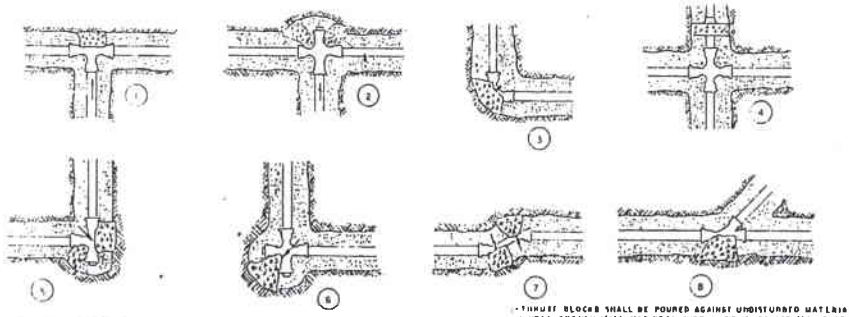
**ROAD SPECIFICATION:**

- 1) CLEAR & GRUB RIGHT-OF-WAY OF ALL ORGANIC MATERIAL.
- 2) GUMBO & OTHER PLASTIC CLAYS SHALL BE REMOVED TO 1'-0" BELOW PROPOSED SUB-BASE EXTENDING HORIZONTALLY TO DITCH SLOPE.
- 3) WITHIN LIMITS OF R.O.W. ALL TRASH OR BRUSH, ETC. MAY BE BURNED. THE CONTRACTOR SHALL PROVIDE FIRE PROTECTION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES DURING THE BURNING PROCESS.
- 4) REQUIRED FILL SHALL BE CONSTRUCTED IN 12" LIFTS, COMPACTED TO SUB-BASE SPEC'S.

- 5) FOR SUB-BASE & BASE SPECIFICATIONS, SEE TYP. SEC. THIS SHEET.
- 6) PRIME COAT SHALL BE APPLIED AT 0.15 GAL/S.Y. (RC-70), COVERED WITH 0.15 C.F. OF CLEAN SAND/S.Y. & TRAFFIC ROLLED.
- 7) SEE & MULCH 1/30 LBS. OF TEMPORARY SEED, 100 LBS. PERMANENT SEED & 400 LBS. 8-8-8 FERTILIZER PER ACRE.
- 8) TESTING SHALL BE IN COMPLIANCE WITH HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. COORDINATION OF ALL TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



**TYPICAL HOUSE CONNECTIONS**



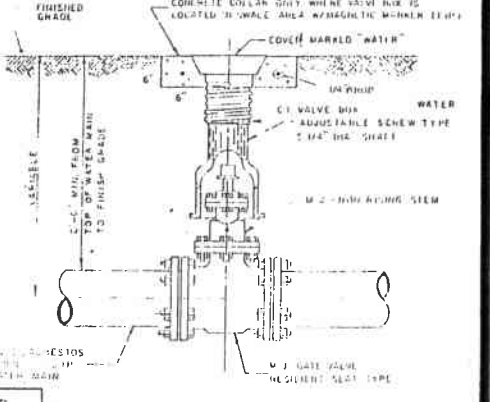
**THRUST BLOCK DETAIL**

**MIN. SQ. BEARING AREA FOR THRUST BLOCKING**

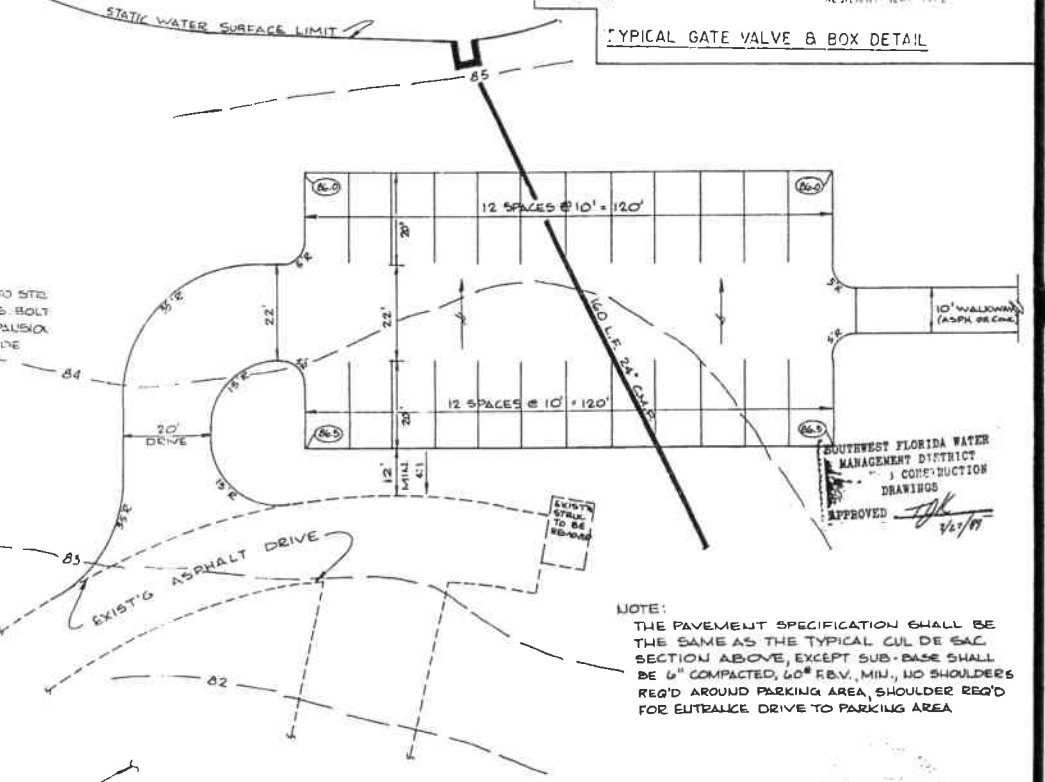
PIPE DIAMETER (IN.)	90° BEND	45° BEND	TEE
1/2"	1.8	1.0	0.8
3/4"	2.7	1.5	1.0
1"	3.6	2.0	1.2
1 1/4"	5.4	3.0	1.8
1 1/2"	6.3	3.5	2.1
2"	10.8	6.0	4.0
2 1/2"	15.4	8.5	5.8

**WATER MAIN CONSTRUCTION**

1. ALL WATER MAINS SHALL BE CLASS 200 P.S.I.
2. ALL GATE VALVES SHALL BE RESILIENT SEAT TYPE.
3. ALL FITTINGS SHALL BE MECHANICAL JOINT TYPE & CEMENT LINED.
4. ALL SERVICE CONNECTIONS, LATERALS & CURB STOPS SHALL BE INSTALLED AT THE TIME OF WATER LINE INSTALLATION.
5. HYDROSTATIC TESTING (PRESSURE & LEAKAGE) SHALL BE ACCORDING WITH THE AWWA STANDARD C600-77 SECTION 4.
6. DISINFECTING WATER MAINS SHALL COMPLY WITH AWWA STANDARD C601-66.
7. DOUBLE CHECK VALVE ASSEMBLY SHALL BE 12" MANUFACTURED BY HONEYWELL PRODUCTS.



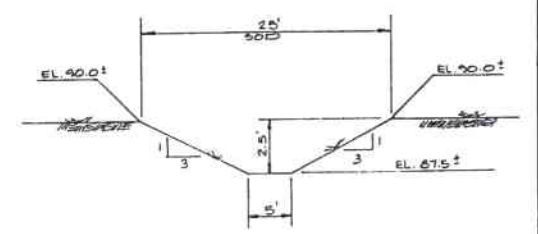
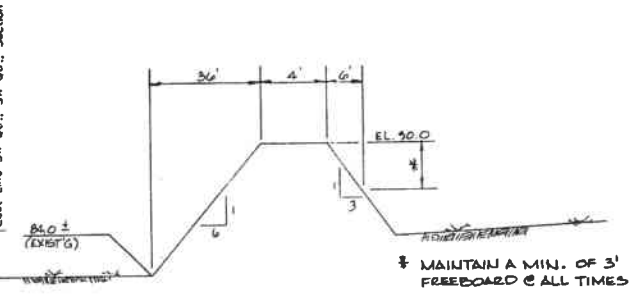
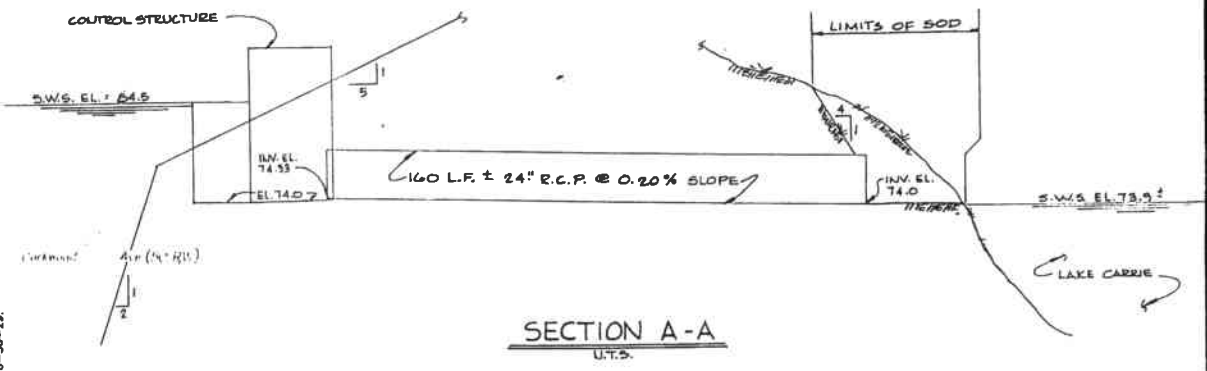
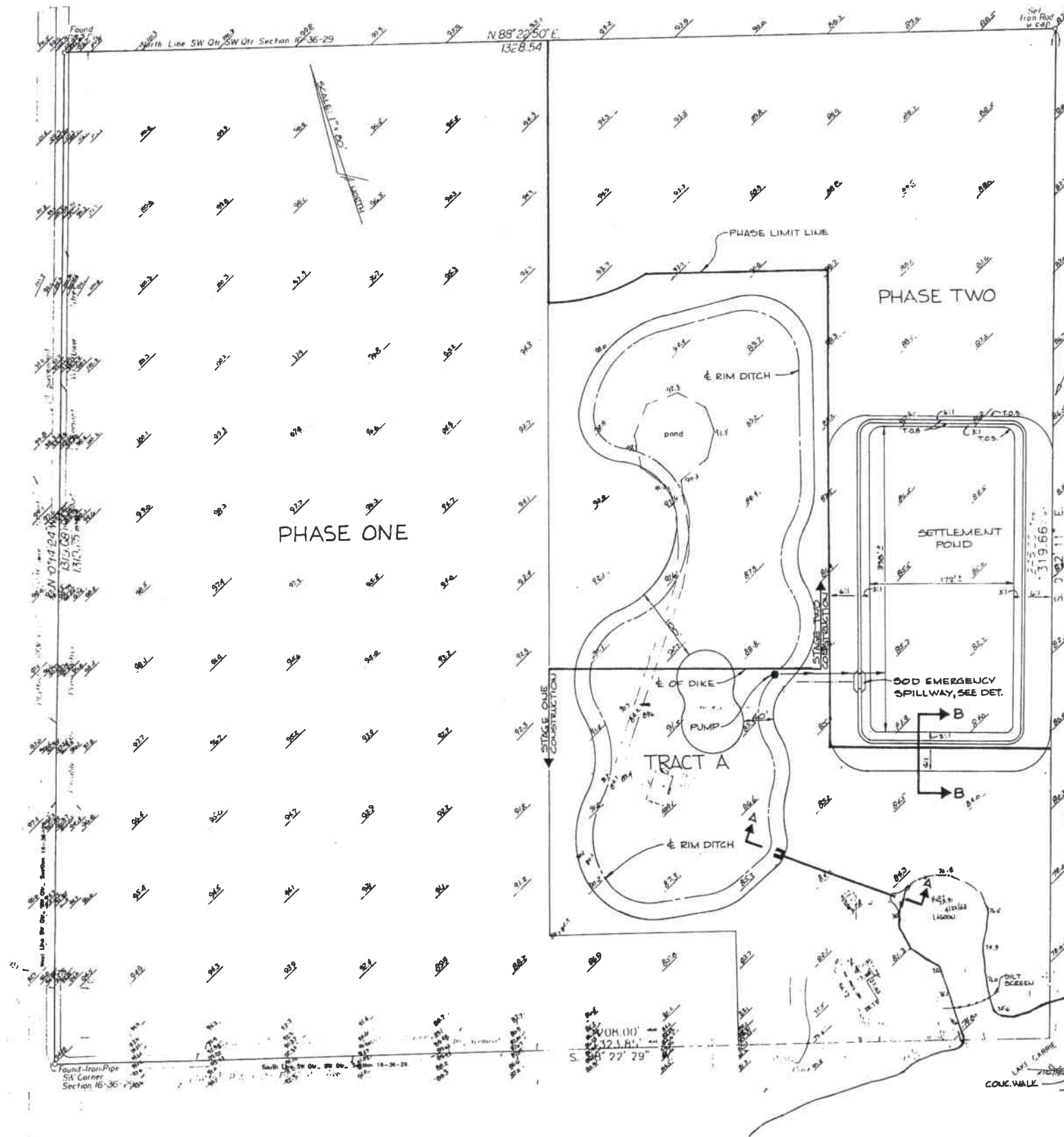
**TYPICAL GATE VALVE & BOX DETAIL**



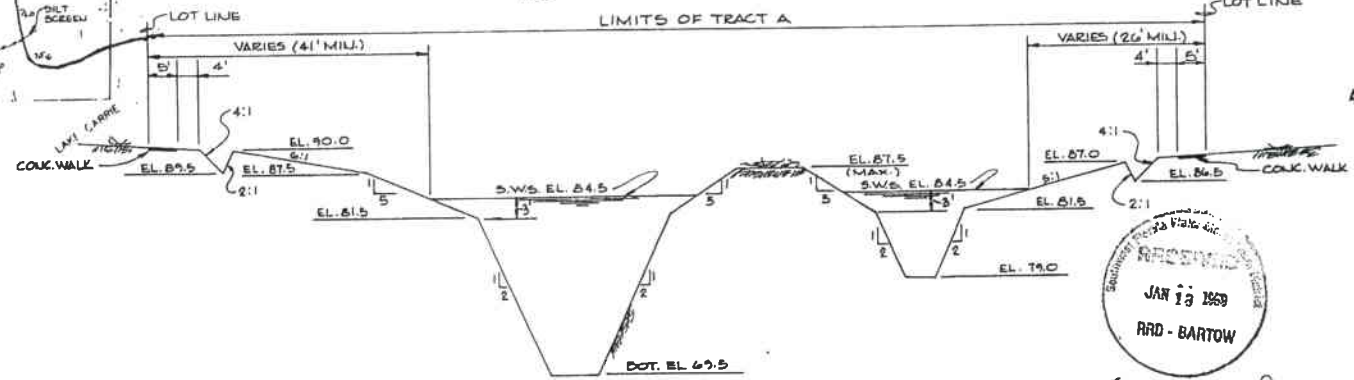
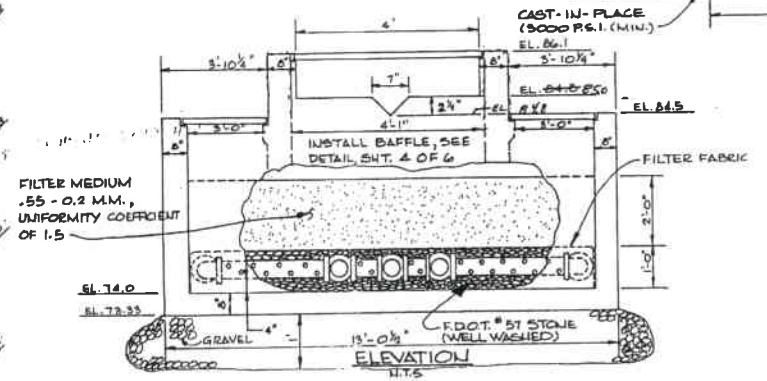
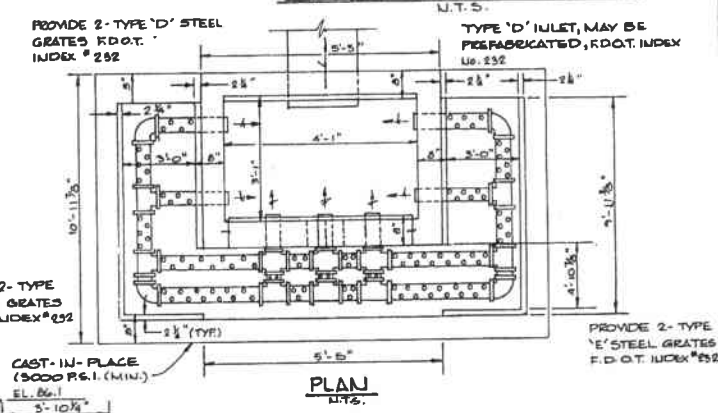
**NOTE:**  
 THE PAVEMENT SPECIFICATION SHALL BE THE SAME AS THE TYPICAL CUL DE SAC SECTION ABOVE, EXCEPT SUB-BASE SHALL BE 6" COMPACTED, 60# F.B.V., MIN., NO SHOULDERS REQ'D AROUND PARKING AREA, SHOULDER REQ'D FOR ENTRANCE DRIVE TO PARKING AREA

INSPECTION CONDUCTED BY DISTRICT  
 INSPECTION NOT CONDUCTED BY DISTRICT  
 RIGHT RESERVED FOR FUTURE INSPECTION

Mary Donald  
 11/2/89



- CONTRACTORS NOTES:**
- 1) EXCAVATE LAKE AREA IN TWO STAGES TO MINIMIZE DE-WATERING.
  - 2) INSTALL CONTROL STRUCTURE PRIOR TO FLOODING COMPLETION OF DE-WATERING (PUMPING).
  - 3) INSTALL SILT SCREEN AT MOUTH OF EXISTING LAGOON.
  - 4) UPON COMPLETION OF LAKE EXCAVATION AND DRAINING OF SETTLEMENT POND RE-GRADE AREA.



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 CORE CONSTRUCTION DRAWINGS  
 APPROVED: *[Signature]* 1/15/59

RECEIVED  
 JAN 19 1959  
 RRD - BARTOW

INSPECTION CONDUCTED BY DISTRICT  
 INSPECTION NOT CONDUCTED BY DISTRICT  
 RIGHT RESERVED FOR FUTURE INSPECTION  
*Mary P. Daniels*  
 1/15/59

COUNTRY WALK ESTATES  
**LAKE EXCAVATION PLAN**  
 SECTION 16, TOWNSHIP 36 S., RANGE 29 E., HIGHLANDS COUNTY, FLORIDA

DESIGNER: J.L.E.  
 DRAWN: J.L.E.  
 CHECKED: J.L.E.  
 APPROVED: J.L.E.  
 DATE: 1-15-59

NO. DATE BY APPROV.  
 1-15-59 J.L.E.

ENGINEERS / PLANNERS / SURVEYORS INC.  
 TAMAMI TRAIL, FORT CHARLOTTE, FLORIDA 33548

JOB NO. 6140  
 SHEET  
 5 OF 6

