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RECORDS AND  
REPORTING

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JOHN L. WHARTON

ROBERT M. C. ROSE  
OF COUNSEL

August 5, 1999

VIA HAND DELIVERY

991056-SU

Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.  
Initials of person who forwarded check:

Re: Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer of Wastewater Certificate  
Our File No. 34073.01

Dear Ms. Bayo:

Attached hereto are the original and 15 copies of the Application for Transfer of Wastewater Certificate in Lee County for Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities.

Also, attached is a check in the amount of \$750 for the filing fee.

Should you or any members of the Commission staff have any questions in this regard, please do not hesitate to contact me.

RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

Sincerely,

ROSE, SUNDSTROM & BENTLEY

*[Signature]*  
F. Marshall Deterding  
For The Firm

FMD/tmg  
Enclosures  
cc: Mr. Bill Kouwenhoven  
herons\bayo.ltr

DOCUMENT NUMBER-DATE

09389 AUG-5 89

FPSC-RECORDS/REPORTING

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,  
assignment or transfer of (all or part) of Water Certificate No.  
N/A and/or Wastewater Certificate No. 456-S or facilities in  
Lee County, Florida, and submits the following information:

**PART I     APPLICANT INFORMATION**

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

Coolidge - Fort Myers Realty Limited Partnership  
d/b/a Herons Glen Utilities

Name of utility

( 941 ) 543-6200 ext. 528     ( 941 ) 731-4511

Phone No.

Fax No.

2250 Avenida Del Vera

Office street address

N. Fort Myers,           Florida                   33917-6700

City       State           Zip Code

\_\_\_\_\_  
Mailing address if different from street address

\_\_\_\_\_  
Internet address if applicable

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

Bill Kouwenhoven           DOCUMENT NUMBER-DATE           (941) 731-4559

Name

09389 AUG-5 Phone No.

2250 Avenida Del Vera  
Street address

N. Fort Myers, Florida 33917  
City State Zip Code

- C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

Coolidge - Fort Myers Realty Limited Partnership d/b/a  
Herons Glen Utilities  
Name of utility

( 941 ) 543-6200 ( 941 ) 731-4511  
Phone No. Fax No.

2250 Avenida Del Vera  
Office street address

N. Fort Myers, Florida 33917-6700  
City State Zip Code

\_\_\_\_\_  
Mailing address if different from street address

\_\_\_\_\_  
Internet address if applicable

- D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other: \_\_\_\_\_  
(specify)

- E) The date and state of incorporation or organization of the buyer:

Partnership Registered January 30, 1997 - Florida

Fictitious Name - Herons Glen Utilities Registered

April 23, 1997 - Florida

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

N/A

- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

Coolidge - Fort Myers Realty Limited Partnership

2250 Avenida Del Vera, North Fort Myers, FL 33917

Coolidge - Valencia Realty Corp. - General Partner

455 Central Park Avenue, Ste. 308, Scarsdale, NY 10583

**PART II FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit "A" - 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. The new owner also has enlisted the services of Bill Kouwenhoven, formally Chief Financial Officer with FFEC-Six prior to its acquisition by MHC Systems, Inc. Mr. Kouwenhoven is experienced in administration and accounting duties related to operation of a regulated water and sewer utility.

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

N/A

---

- C) Exhibit "B" - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit "C" - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit "D" - A statement describing the financing the purchase.
- F) Exhibit "E" - 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 ownership interest in the utility.

- G) Exhibit "F" - 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. 22682 issued 3/13/90 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Douglas Cordello (941) 731-4559  
 Name Phone No.

2250 Avenida Del Vera  
 Street address

N. Fort Myers, FL 33917-6700  
 City State Zip Code

- J) Exhibit "G" - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit "H" - A statement from the buyer that is has obtained or will obtain copies of all of 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.
- L) Exhibit "I" - 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 (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

**PART III NOTICE OF ACTUAL APPLICATION**

- A) Exhibit "J" - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
  - (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
  - (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
  - (4) the regional planning council;
  - (5) the Office of Public Counsel;
  - (6) the Public Service Commission's Director of Records and Reporting;

(7) the appropriate regional office of the Department of Environmental Protection; and

(8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit "K" - 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. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit "L" - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

#### **PART IV FILING FEE**

Indicate the filing fee enclosed with the application:

N/A (for water) and \$750.00 (for wastewater).

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

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**

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

**PART V     OTHER**

- A) Exhibit "M" - Evidence that the utility owns the land where the utility treatment facilities 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.
- B) Exhibit "N" - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C) Exhibit "O" - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

## **Exhibit "A"**

### **Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities Application for Transfer**

#### **Transfer in the Public Interest**

The Transfer of Del Vera Limited Partnership's utility system to Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities is in the public interest in that the current owner of the Utility acquired the system in January of 1997 through foreclosure when Del Vera Limited Partnership became insolvent and was declared bankrupt by court order. The new owner of the utility also became the developer/park owner of the property served by the utility at the same time. As such, the new owner has an inherent interest in insuring the appropriate operation and continued viability of the system.

While the new owner of the utility system does not have any previous experience in the ownership or operation of a water and wastewater utility system, the current owners continue to employ the exact same personnel in the day to day operation of the utility system, as well as in the administrative duties related to billing, collection and record keeping as did the previous owner, Del Vera Limited Partnership.

Attached hereto is a financial statement of Coolidge-Fort Myers Realty Limited Partnership showing that this entity has the financial strength and ability to operate the water and sewer utility as needs arise for funding of various utility related activities.

The utility under its new ownership will fulfill all of the commitments, obligations, and representations of the prior utility company as they relate to utility matters in conformance with the utility's previous tariff approved by the Public Service Commission and the requirements of the Commission Rules and Statutes related thereto.

The new owner also has enlisted the services of Bill Kouwenhoven, formally Chief Financial Officer with FFEC-Six prior to its acquisition by MHC Systems, Inc. Mr. Kouwenhoven is experienced in administration and accounting duties related to operation of a regulated water and sewer utility.

**Coolidge Ft. Myers, Realty, LP**  
**Balance Sheet**  
May 31, 1999

**ASSETS**

Current Assets	10,822,765
Work in Progress	2,531,494
Land	7,072,423
Plant & Equipment	1,161,274
Other Assets	4,152
Total Assets	<u><u>\$ 21,592,108</u></u>

**LIABILITIES AND EQUITY**

Current Payables	1,523,963
Deposits & Deferred Income	1,831,998
Notes Payable	7,803,014
Total Liabilities	<u>11,158,975</u>
Equity	10,433,133
Total Liabilities and Equity	<u><u>\$ 21,592,108</u></u>

These financial statements are for the strict internal use of Coolidge-Ft. Myers Realty LP

## Exhibit "B"

### Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities Application for Transfer

#### Contract for Sale and Supplemental Agreements

Because the current owners of the Utility's system acquired this system through purchase on the courthouse steps when the previous owners became insolvent, along with the other park assets of what is now known as Del Vera Golf and Country Club, there is no separate contract for the purchase of this system. Further, even if there were a sales contract, the purchase price would not have been separately listed for the Utility Company since this was a foreclosure on both the Utility and the development assets.

As part of the foreclosure arrangement and purchase of the Utility on the courthouse steps, the existing debt instrument from First Union Bank to Del Vera Limited Partnership, for the entire development project and Utility system was assumed at a discount.

There is no contract for sale and therefore no customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debt of the Utility, and leases have been provided for under such an agreement. None of those types of arrangements or accounts existed under the prior owner, nor under the current owner.

Attached is a copy of U.S. Bankruptcy Court Order noting the transfer of the property to Coolidge - Valencia Equities, L.P. That entity assumed the existing debt instrument from First Union at a discount. At the time of the execution of the transfer documents, Coolidge - Fort Myers Realty Limited Partnership was substituted for Coolidge - Valencia Equities, L.P. as the transferee of the Utility and development assets. The property including the Utility was then transferred by Quit Claim Deed to Coolidge - Fort Myers Realty Limited Partnership from Del Vera Limited Partnership and a note payable was set up between Coolidge - Valencia Equities, L.P. and Coolidge - Fort Myers Realty Limited Partnership for the amount of the purchase price for all assets (see **Exhibit "M"**).

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA

CASH NOS. 96-31655-BKC-SHF  
96-31656-BKC-SHF  
96-31657-BKC-SHF  
96-31658-BKC-SHF

OR2794 PG2713

In re

DEL TURA DEVELOPMENT COMPANY,

Debtor.

In re

DEL TURA PLAZA ASSOCIATES,  
LTD.,

Debtor.

In re

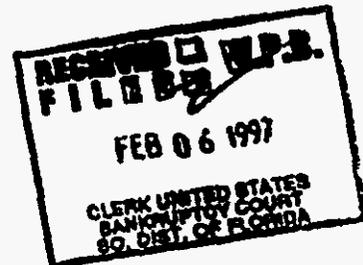
DEL VERA LIMITED PARTNERSHIP,

Debtor.

In re

DELNORTH ASSOCIATES, LTD.,

Debtor.



ORDER CONFIRMING AUCTION SALE

THIS MATTER came before the Court for auction sale pursuant to the terms of Debtors' Consolidated Plan of Reorganization dated October 10, 1996 (the "Consolidated Plan"), the Order Confirming Debtors' Consolidated Plan or Reorganization, dated December 20, 1996, (the "Confirmation Order") and the Orders Approving Bidding Procedures, dated January 8, 1997. The Court having reviewed the

Consolidated Plan, the Confirmation Order and the Bidding Procedures, and otherwise being fully advised in the premises, hereby

ORDERS AND ADJUDGES that:

1. The Properties (as defined in Section 4.7 of the Consolidated Plan) were sold on January 31, 1997, at an auction sale held in accordance with the terms of the Consolidated Plan, the Confirmation Order and the Bidding Procedures. The auction sale held by the Court on January 31, 1997, is hereby confirmed by the Court.

2. Coolidge-Valencia Equities, L.P. ("Coolidge") was the sole and successful bidder and purchased Heron's Glen with a credit bid of \$11,200,000.00. Coolidge was the sole and successful bidder and purchased Nantucket Village with a credit bid of \$2,800,000.00.

3. Pursuant to 11 U.S.C. § 363(m), Coolidge purchased the Properties in good faith at the auction sale.

4. Coolidge may designate that Deeds for either or both of the Properties shall be issued in the name of an assignee or a designee.

5. Debtors, Del Vera Limited Partnership and DelNorth Associates, Ltd., shall execute and deliver to Coolidge or its

designee Quit Claim Deeds for Nantucket Village and Heron's Glen within three (3) days of the date of this Order. The Deeds shall be in recordable form and shall otherwise be in form and substance acceptable to Coolidge and Debtors. The Deeds shall convey to Coolidge each of the Properties, and all other rights contemplated by the Consolidated Plan to be transferred to the successful bidder at the auction sale.

6. Debtors, pursuant to paragraph 9.3 of the Consolidated Plan, shall also execute and deliver in favor of Coolidge or its assignee or designee such further bills of sale, assignments and other documents or instruments that are reasonably required by Coolidge to fully and effectively transfer the Properties and the rights and obligations contemplated by the Consolidated Plan.

7. Coolidge shall accept and assume the obligations and liabilities with respect to the Properties set forth in the Consolidated Plan.

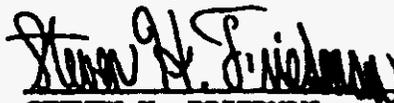
8. From and after the date of this Order, Debtors Del Vera Limited Partnership and DelNorth Associates, shall reasonably cooperate with Coolidge and shall place Coolidge in full possession of the Properties.

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9. The Court reserves jurisdiction to implement and enforce this Order.

DONE AND ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida this 26 day of February, 1997.



STEVEN H. FRIEDMAN

United States Bankruptcy Judge

OR2794 P62716

Copies furnished to:

Peter H. Levitt, Esq.

Attorney Levitt is hereby directed to serve a copy of this Order upon receipt to all necessary parties and to file a Certificate of Service.

26-47  
B

**Exhibit "C"**

Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer

Disposition of Outstanding Regulatory Assessment Fees, Fines or Refunds

There are no outstanding regulatory assessment fees, fines or refunds at this time. While the Transfer actually occurred in January of 1997, all regulatory assessment fees have been paid in a timely manner and the utility is current on such payment.

## **Exhibit “D”**

### **Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities Application for Transfer**

#### **Financing of Purchase**

The current owner has financed the purchase of the utility along with the other assets formally owned by the Del Vera Limited Partnership through assumption of the previously outstanding debt between First Union Bank and Del Vera Limited Partnership. That debt instrument was assumed at a discount.

The specifics of this arrangement are further discussed in **Exhibit “B”**.

**Exhibit "E"**

Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer

Funding for New Owner

All funding and financial reliance of the current utility company will come through the Partnership Coolidge - Fort Myers Realty Limited Partnership.

## **Exhibit "F"**

### **Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities Application for Transfer**

#### **Net Book Value**

Because the utility system assets were acquired in a foreclosure in January of 1997, the current owner proposes to establish the rate base of the utility at the time of Transfer equal to the net book value as reported to the Commission in the 1996 Annual Report for the previous owner, Del Vera Limited Partnership, with the original cost of additions up through December 31, 1998. Attached hereto is a set of five schedules showing the balance in rate base at December 31, 1996 with additions to the various rate base accounts up through December 31, 1998.

The Florida Public Service Commission has never set rate base for this utility, other than the projected rate base established by the Commission at the time of certification in Docket No. 890975-SU by Order No. 22682 issued on March 13, 1990. In that projected rate base (intended to reflect rate base when the system reached 80% of design capacity), the net rate base calculated is approximately equal to the current rate base now that the utility is at approximately 86% capacity (398 current connections vs. 465 potential connections at build out).

Coolidge-Ft. Myers Realty, Ltd  
D/B/A Heron's Glen Utilities  
Schedule of Rate Base  
12/31/96 - 12/31/98

<u>NARUC Account</u>	<u>Del Vera Ltd Partnership 12/31/96</u>	<u>1997 Additions</u>	<u>Coolidge- Ft Myers, Ltd 12/31/97</u>	<u>1998 Additions</u>	<u>Heron's Glen Utilities 12/31/98</u>
101 Plant in Service	\$ 1,632,221		\$ 1,632,221	\$ 14,524	\$ 1,646,745
108 Accumulated Depreciation	(268,813)	\$ (50,409)	(319,222)	(50,635)	(369,857)
271 Contributions in Aid of Construction	(699,786)	(6,200)	(705,986)	(5,000)	(710,986)
272 Accumulated Amortization of CIAC	<u>90,285</u>	<u>24,602</u>	<u>114,887</u>	<u>24,797</u>	<u>139,684</u>
	<u>\$ 753,907</u>	<u>\$ (32,007)</u>	<u>\$ 721,900</u>	<u>\$ (16,314)</u>	<u>\$ 705,586</u>

Coolidge-Ft. Myers Realty, Ltd  
D/B/A Heron's Glen Utilities  
Schedule of Plant in Service  
12/31/96 - 12/31/98

<u>NARUC</u> <u>Account</u>	Del Vera Ltd Partnership 12/31/96	1997 Additions	Coolidge- Ft Myers, Ltd 12/31/97	1998 Additions	Heron's Glen Utilities 12/31/98
351 Organization	\$ 14,525		\$ 14,525		\$ 14,525
353 Land & Land Rights	141,131		141,131		141,131
354 Structures & Improvements	436,989		436,989	14,524	451,513
360 Collection Sewers - Force	21,312		21,312		21,312
361 Collection Sewers - Gravity	582,376		582,376		582,376
363 Services to Customers	51,411		51,411		51,411
370 Receiving Wells				77,756	77,756
371 Pumping Equipment	106,513		106,513	(77,756)	28,757
380 Treatment & Disposal Equipment	277,964		277,964		277,964
	<u>\$ 1,632,221</u>	<u>\$ -</u>	<u>\$ 1,632,221</u>	<u>\$ 14,524</u>	<u>\$ 1,646,745</u>

Coolidge-Ft. Myers Realty, Ltd  
D/B/A Heron's Glen Utilities  
Schedule of Accumulated Depreciation  
12/31/96 - 12/31/98

<u>NARUC Account</u>	<u>Del Vera Ltd Partnership 12/31/96</u>	<u>1997 Additions</u>	<u>Coolidge- Ft Myers, Ltd 12/31/97</u>	<u>1998 Additions</u>	<u>Heron's Glen Utilities 12/31/98</u>
351 Organization	\$ 1,997	\$ 363	\$ 2,360	\$ 363	\$ 2,723
353 Land & Land Rights					
354 Structures & Improvements	75,470	13,678	89,148	13,905	103,053
360 Collection Sewers - Force	3,875	710	4,585	710	5,295
361 Collection Sewers - Gravity	65,060	12,929	77,989	12,929	90,918
363 Services to Customers	7,367	1,352	8,719	1,352	10,071
370 Receiving Wells				28,051	28,051
371 Pumping Equipment	29,542	5,922	35,464	(22,129)	13,335
380 Treatment & Disposal Equipment	<u>85,502</u>	<u>15,455</u>	<u>100,957</u>	<u>\$ 15,454</u>	<u>116,411</u>
	<u>\$ 268,813</u>	<u>\$ 50,409</u>	<u>\$ 319,222</u>	<u>\$ 50,635</u>	<u>\$ 369,857</u>

Coolidge-Ft. Myers Realty, Ltd  
D/B/A Heron's Glen Utilities  
Schedule of Contributions in Aid of Construction  
12/31/96 - 12/31/98

<u>NARUC Account</u>	<u>Del Vera Ltd Partnership 12/31/96</u>	<u>1997 Additions</u>	<u>Coolidge- Ft Myers, Ltd 12/31/97</u>	<u>1998 Additions</u>	<u>Heron's Glen Utilities 12/31/98</u>
271 Plant Capacity Charges	\$ 699,786	\$ 6,200	\$ 705,986	\$ 5,000	\$ 710,986

Coolidge-Ft. Myers Realty, Ltd  
D/B/A Heron's Glen Utilities  
Schedule of Amortization of Contributions in Aid of Construction  
12/31/96 - 12/31/98

<u>NARUC Account</u>	<u>Del Vera Ltd Partnership 12/31/96</u>	<u>1997 Additions</u>	<u>Coolidge- Ft Myers, Ltd 12/31/97</u>	<u>1998 Additions</u>	<u>Heron's Glen Utilities 12/31/98</u>
272 Plant Capacity Charges	\$ 90,285	\$ 24,602	\$ 114,887	\$ 24,797	\$ 139,684

## **Exhibit "G"**

### **Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities Application for Transfer**

#### **Availability of Books and Records of the Seller**

The current owner does not have readily available information concerning original source documents for the purposes of establishing the net book value of the system. The current owner has made attempts to contact both the former representatives of the now bankrupt former owner and their accountant in an attempt to obtain this information. However, to date no such information has been obtained, nor is the current owner aware of available sources to seek recovery of the original source documentation supporting net book value. However, because the system is a relatively new one with major additions primarily during the years 1991 and 1993, the Utility should be able to prepare an Original Cost Study if necessary in order to establish net book value. The current owners will await instructions from the Commission before doing so.

The purchasers of the Utility, Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities has attempted for the last several months to obtain all of the books and records of the Seller for the purposes of allowing the Commission's audit staff to establish the net book value of the system. Because the Seller has gone bankrupt, it is difficult to find any former representative of the Utility, much less the source documents. While the current owners will continue with the extensive efforts that have already been undertaken to obtain all the books and records from the prior owner, it is now apparent to us that the most likely result will be that those records are no longer available.

As a result of the extensive investigation that the current owners have undertaken in order to obtain the original cost documentation from the prior owner, and the fact that thus far those efforts have been unsuccessful, it is likely that the Utility will ultimately have to establish rate base utilizing an Original Cost Study.

After discussions with members of the PSC staff, we have determined that in cases such as this, (especially for small companies such as this), the Commission staff often recommends that the rate base review and audit not be undertaken until rate proceedings are initiated. At that time, the Utility will have to provide original cost documentation by whatever means available. We at the Utility believe that is the appropriate course of action to be taken here.

The Utility will continue its efforts to try and find original source documentation or to prepare itself during any subsequent rate proceeding to provide that and any other information obtained in the interim.

It should be noted that the rate base for the Utility currently is approximately that as estimated by the Commission in the original certificate proceeding for this Utility once it reached this level of occupancy (approximately 85% currently). The current owners have simply utilized the previous net book figures from the prior owners and updated those for any additions since taking over control of the Utility's system. The Utility will continue to book Utility investment and net book value in this manner until the information is available and/or a rate proceeding occurs and further analysis is necessitated.

## **Exhibit "H"**

### **Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities Application for Transfer**

#### **Copies of Federal Income Tax Returns from Seller**

The current owner has over the course of several months, been attempting to inquire of the now bankrupt previous owner and their representatives concerning availability of tax returns for those entities. However, given the fact that the former owner is now bankrupt, and also that the Utility assets were generally commingled under the prior ownership with development assets on the books of the original developer, it is unclear whether or not we will be able to obtain such previous tax records, or even if we do, whether they will yield any information specific to the Utility system.

However, current management is still in the process of discussing the possible availability of tax records with the now bankrupt entities' former accountant in hopes of being able to obtain any and all tax records.

As noted in Exhibit G, with regard to the books and records of the Utility, this Utility system was acquired by the current owners as a result of a bankruptcy of the prior owner and purchase of this system on the courthouse steps. As such, many of the books and records of the prior owner have now disappeared. We have attempted to contact the prior owner and the Utility's former outside accountant in our attempts to locate both source documentation, books and records concerning the original cost; and the tax returns for the prior owner. We are still in the process of attempting to locate those records and obtain copies of them.

However, in light of the Commission's previous policy to not require establishment of rate base in proceedings such as this where the original cost documentation is not readily available, we will continue our efforts to locate the tax returns for the prior owner and will present the results of those continuing efforts to the Commission in the next rate proceeding involving this Company.

**Exhibit "I"**

**Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer**

**Condition of System**

The utility system is in good working condition and is in compliance with all applicable standards set by the Florida Department of Environmental Protection. Attached hereto is a statement from the utility's Maintenance Manager to that effect.

# Memo

**To:** Bill Kouwenhoven  
**From:** Bill Banther  
**Date:** 7/23/99  
**Re:** Condition of waster water plant at time of property turnover

---

Bill:

The waste water treatment plant was in good working condition and had no outstanding compliance issues with the Department of Environmental Protection when Coolidge – Ft. Myers Realty Limited Partnership took over the facility in January 1997.

Bill Banther



Facilities Maintenance Manager  
Hérons Glen Golf and Country Club

Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer

Proposed Customer Notice

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared TONYA M. GRAHAM, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of F. Marshall Deterding, attorney for Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities and that on August 5, 1999, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

  
Tonya M. Graham

Sworn to and subscribed before me this 5th day of August, 1999, by Tonya M. Graham, who is personally known to me.



  
Print Name  
NOTARY PUBLIC  
My Commission Expires: 4/13/02

STATE OF FLORIDA

Commissioners:  
JOE GARCIA, CHAIRMAN  
J. TERRY DEASON  
SUSAN F. CLARK  
JULIA L. JOHNSON  
E. LEON JACOBS, JR.



DIVISION OF WATER & WASTEWATER  
DANIEL M. HOPPE, DIRECTOR  
(850) 413-6900

## Public Service Commission

July 27, 1999

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

**Re: Noticing List for the Application of Transfer of Del Vera Limited Partnership to Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities**

Dear Mr. Deterding:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies in the above mentioned counties. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. Noticing must be done in the proper format, consistent with the rule. If your notice is not in the proper format, you will be required to renotice and your application will be delayed. Instructions for preparation of a territory description are available upon request.

Please note that if your county list includes two Department of Environmental Protection offices or two Water Management District offices, you must identify which is the proper district office for your notice.

You will note that the county list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "John D. Williams".

John D. Williams, Chief  
Bureau of Policy and Industry Structure

C:\wp6\fortmyli.rpr  
Enclosures

LIST OF WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

CHARLOTTE COUNTY

BOCILLA UTILITIES, INC. (WU744)  
7025-A PLACIDA ROAD  
ENGLEWOOD, FL 34224-8758

R. CRAIG NODEN  
(941) 697-2000

FIVELAND INVESTMENTS, INC. (WU736)  
6320 TOWER LANE  
SARASOTA, FL 34240-8809

THEODORE C. STEFFENS  
(941) 378-8412

FLORIDA WATER SERVICES CORPORATION (WS565)  
P. O. BOX 609520  
ORLANDO, FL 32960-9520

BRIAN P. ARMSTRONG  
(407) 598-4152

FLORIDA WATER SERVICES CORPORATION (WS734)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG  
(407) 598-4152

HUNTER CREEK UTILITIES, LLC (WS807)  
902 WHISPERING PINES  
BLOOMINGBURG, NY 12721

JOHN LEONETTE  
(914) 733-4114

NHC UTILITIES, INC. (WU796)  
3737 EL JOBEAN ROAD (SR776)  
PORT CHARLOTTE, FL 33953-5699

SUSAN STURGELL  
(941) 624-4511

ROTONDA WEST UTILITY CORPORATION (WS732)  
P. O. BOX 3509  
PLACIDA, FL 33946-3509

ROBERT M.C. ROSE  
(850) 877-6555

SANDALHAVEN UTILITY, INC. (SU737)  
6800 PLACIDA ROAD  
ENGLEWOOD, FL 34224-8708

ROBERT W. SPADE  
(800) 697-8454

LIST OF WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

BOARD OF COUNTY COMMISSIONERS, CHARLOTTE COUNTY  
CHARLOTTE COUNTY ADMINISTRATION CENTER  
18500 MURDOCK CIRCLE, ROOM 536  
PORT CHARLOTTE, FL 33948-1094

CLERK OF THE CIRCUIT COURT, CHARLOTTE COUNTY  
CHARLOTTE COUNTY ADMINISTRATION CENTER  
18500 MURDOCK CIRCLE, ROM 423  
PORT CHARLOTTE, FL 33948-1094

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

MAYOR, CITY OF PUNTA GORDA  
326 WEST MARION AVENUE  
PUNTA GORDA, FL 33950-4492

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

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

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

LIST OF WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

STATE OFFICIALS

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

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

LEE COUNTY

BAYSHORE UTILITIES, INC. (WU013) 2259 CLUBHOUSE ROAD NORTH FT. MYERS, FL 33917-2523	WAYNE CARSON WAMPLER (941) 482-4024
BONITA COUNTRY CLUB UTILITIES, INC. (SU285) 10200 MADDOX LANE BONITA SPRINGS, FL 34135-7639	MICHAEL J. MICELI (941) 992-2800
BUCCANEER WATER SERVICE (MHC-DEANZA FINANCING LIMITED PART (WU730) % MANUFACTURED HOME COMMUNITIES, INC. 2 NORTH RIVERSIDE PLAZA, SUITE 800 CHICAGO, IL 60606	DONALD BARTON (813) 995-3337
CHATEAU COMMUNITIES, INC. (SU315) 6160 SOUTH SYRACUSE WAY GREENWOOD VILLAGE, CO 80112	BRIAN FENNELLY (303) 741-3707 EXT 326
DEL VERA LIMITED PARTNERSHIP (SU612) 2250 AVENIDA DEL VERA NORTH FT. MYERS, FL 33917-6700	ROBERT G. PETERS (941) 543-6200 EXT 528
ENVIRONMENTAL PROTECTION SYSTEMS OF PINE ISLAND, INC. (SU287) 3039 YORK ROAD ST. JAMES CITY, FL 33956-2303	KEVIN J. CHERRY (941) 283-1144
FLORIDA CITIES WATER COMPANY - LEE COUNTY DIVISION (WS076) 4837 SWIFT ROAD, SUITE 100 SARASOTA, FL 34231-5157	ROGER YTTERBERG (941) 936-3931
FLORIDA WATER SERVICES CORPORATION (WS565) P. O. BOX 609520 ORLANDO, FL 32960-9520	BRIAN P. ARMSTRONG (407) 598-4152
FOREST PARK PROPERTY OWNER'S ASSOCIATION (SU645) 5200 FOREST PARK DRIVE NORTH FT. MYERS, FL 33917-5404	RONALD ZECHMAN
FOREST UTILITIES, INC. (SU293) 6385 PRESIDENTIAL COURT, SUITE 104 FT. MYERS, FL 33919-3576	DAVID SWOR (941) 481-0111

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

LEE COUNTY (continued)

FOUNTAIN LAKES SEWER CORPORATION (SU572)  
523 SOUTH EIGHTH STREET  
MINNEAPOLIS, MN 55404-1078

JERRY A. SHERMAN  
(612) 305-2927

GULF UTILITY COMPANY (WS096)  
% GULF ENVIRONMENTAL SERVICES, INC.  
P. O. BOX 350  
ESTERO, FL 33928-0350

CAROLYN B. ANDREWS  
(941) 498-1000

HUNTER'S RIDGE UTILITY CO. OF LEE COUNTY (SU674)  
12500 HUNTERS RIDGE DRIVE  
BONITA SPRINGS, FL 34135-3401

DON HUPRICH  
(941) 992-4900

MHC SYSTEMS, INC. (WS743)  
% MANUFACTURED HOME COMMUNITIES, INC.  
28050 U.S. HIGHWAY 19, N., SUITE 406  
CLEARWATER, FL 33761-2629

UTILITY  
(941) 474-1122

MOBILE MANOR, INC. (WU167)  
150 LANTERN LANE  
NORTH FORT MYERS, FL 33917-6515

CAROL JULIUS  
(941) 543-1414

NORTH FORT MYERS UTILITY, INC. (SU317)  
P. O. BOX 2547  
FORT MYERS, FL 33902-2547

JACK SCHENKMAN  
(941) 543-4000 OR -1808

PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC. (SU724)  
7290 LADYFISH DRIVE  
ST. JAMES CITY, FL 33956-2723

THOMAS MARTENS  
(941) 283-5802

SANIBEL BAYOU UTILITY CORPORATION (SU331)  
15560 MCGREGOR BLVD., #8  
FT. MYERS, FL 33908-2547

FIELD SUPERVISORS  
(941) 936-6609

SOUTH SEAS UTILITY COMPANY (SU408)  
8270-105 COLLEGE PARKWAY  
FT. MYERS, FL 33919-5107

ALLEN G. TENBROCK  
(941) 481-2011

SPRING CREEK VILLAGE, LTD. (WS234)  
24681 SPRING CREEK VILLAGE  
BONITA SPRINGS, FL 33134

DENNIS M. WALTCHACK  
(941) 992-3800/936-8888

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

LEE COUNTY (continued)

TAMIAMI VILLAGE WATER COMPANY, INC. (WU740)  
9280-5 COLLEGE PARKWAY  
FT. MYERS, FL 33919-4848

JOHN J. USTICA  
(941) 482-0717

USEPPA ISLAND UTILITY, INC. (WS249)  
P. O. BOX 640  
BOKEELIA, FL 33922-0640

VINCENT FORMOSA  
(941) 283-1061

UTILITIES, INC. OF EAGLE RIDGE (SU749)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099

CARL J. WENZ  
(708) 498-6440

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS, LEE COUNTY  
P. O. BOX 398  
FT. MYERS, FL 33902-0398

CLERK OF CIRCUIT COURT, LEE COUNTY  
P. O. BOX 2469  
FORT MYERS, FL 33902-2469

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

MAYOR, CITY OF CAPE CORAL  
P. O. BOX 150027  
CAPE CORAL, FL 33915-0027

MAYOR, CITY OF FT. MYERS  
P. O. BOX 2217  
FORT MYERS, FL 33902-2217

MAYOR, CITY OF SANIBEL  
800 DUNLOP ROAD  
SANIBEL, FL 33957-4096

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

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

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/03/1999-10/01/1999

UTILITY NAME

MANAGER

STATE OFFICIALS

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

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

August 5, 1999  
NOTICE OF APPLICATION FOR TRANSFER  
OF WASTEWATER CERTIFICATE

Coolidge - Fort Myers Realty, L.P., 2250 Avenida Del Vera, N. Fort Myers, Florida 33917-6700, pursuant to Section 367.071, Florida Statutes, hereby notices its intent to apply to the Florida Public Service Commission for Transfer of Certificate or Facilities to the following described territory located in Lee County, Florida:

A parcel of land in Sections 2, 3, 4, 5, & 10, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the northeast corner of Section 3, Township 43 South, Range 24 East; thence N89°57'30" W along the North line of the northeast one quarter of said Section 3 for 355.01 feet to an intersection with the westerly right of way line of the former S.A.L. Railroad and the point of beginning of the herein described parcel of land; thence continue N89°57'30"W along said North line for 2313.55 feet to the northeast corner of the northwest one quarter of said Section 3; thence S89°48'38"W along the North line of said northwest one quarter for 2667.53 feet to the northwest corner of said Section 3; thence N89°42'40"W along the North line of Section 4, Township 43 South, Range 24 East for 5335.96 feet to the northwest corner of said Section 4; thence S89°33'20"W along the North line of the northeast one quarter of Section 5, Township 43 South, Range 24 East for 1671.76 feet to an intersection with the northeasterly line of North Fort Myers Park according to the plat thereof as recorded in plat book 9, page 113 of the Public Records of Lee County, Florida; thence S26°03'40"E along said northeasterly line for 318.66 feet to an intersection with the southeasterly line of lot 3 of said plat of North Fort Myers Park; thence S63°56'20"W along said southeasterly line for 300.77 feet to an intersection with the northeasterly right of way line of Tamiami Trail (S.R. 45, U.S. 41) being a point on the arc of a circular curve concave to the southwest, said point bearing N63°13'24"E from the radius point of said curve; thence southeasterly along the arc of said curve having for its elements a radius of 7739.44 feet and a central angle of 0°42'56" for 96.66 feet to the point of tangency; thence S26°03'40"E along said northeasterly right of way line for 1943.40 feet to an intersection with the southeasterly line of the northwesterly one half of lot 24 of the aforementioned plat of North Fort Myers Park; thence N63°56'20"E along said southeasterly line for 300.17 feet to an intersection with the aforementioned northeasterly line of North Fort Myers Park; thence N26°03'40"W along said northeasterly line for 4.46 feet to an intersection with the southerly line of that certain parcel of land described in Official Record Book 1032 at page 707 of the aforementioned Public Records; thence N89°48'47"E along said southerly line for 3357.09 feet to an intersection with the East line of that certain parcel of land described in Official Record Book 410 at page 690 of the aforementioned Public Records; thence S0°06'41"E along said East line for 2040.37 feet to an intersection with the South line of that certain parcel of land described in Deed Book 224 at page 437 of the aforementioned Public Records; thence S89°48'47"W along said South line for 2698.40 feet to an intersection with the aforementioned northeasterly right of way line of Tamiami Trail; thence S26°03'40"E along said northeasterly right of way line for 370.00 feet; thence N89°48'47"E for 3845.26 feet; thence N0°11'13" W for 332.91 feet to an intersection with the aforementioned South line of that certain parcel of land described in Deed Book 224 at page 437 of the aforementioned Public Records; thence N59°48'47"E along said south line for 4368.87 feet to an intersection with the northerly extension of the West line of that certain parcel of land described in Official Record Book 368 at page 80 of the aforementioned Public Records; thence S0°02'36"W along said northerly extension and along the West line of said parcel for 2553.91 feet; thence S89°56'45"E along the South line of said parcel for 1711.91 feet; thence N0°02'36"E along the East line of said parcel for 16.72 feet to an intersection with the South line of that certain parcel of land described in Official Record Book 1516 at page 1802 of the aforementioned Public Records; thence S89°56'45"E along said south line for 441.17 feet; thence N0°02'36"E along the East line of said parcel for 2546.26 feet to an intersection with the aforementioned South line of that certain parcel of land described in Deed Book 224 at page 437 of the aforementioned Public Records; thence

N89°48'47"E along said South line for 775.65 feet to an intersection with the aforementioned westerly right of way line of the former S.A.L. Railroad; thence N11°11'01"W along said westerly right of way line for 4190.51 feet to the point of beginning.

A tract or parcel of land lying in Section 4, Township 43 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of lot 45 of Unit No. 1, North Fort Myers Park according to a plat thereof recorded in plat book 9 at page 113 Public Records of Lee County, Florida, run S 89°59'E along the South line of the lands conveyed by Deed recorded in Deed Book 224 at page 437 of said Public Records and along the South line of Section No. 1, Unit No. 1, Lakeville, according to a plat thereof recorded in plat book 10, page 48 of said Public Records and Section No. 1, Unit No. 2, Lakeville according to a plat thereof recorded in Deed Book 298 at pages 303 to 306, inclusive of said Public Records for 1,940 feet to the southeast corner of said Section No. 1, Unit No. 2 and the point of beginning of the lands herein described:

From said point of beginning continue S89°59'E along the South line of the lands conveyed by said Deed recorded in Deed Book 224 at page 437, for 425 feet to a concrete monument at the southwest corner of the lands described in and conveyed by Deed recorded in Deed Book 300, page 633, of said Public Records; thence run No°01'E along the West line of said lands for 2040 feet to a point in the centerline of a roadway easement 60 feet wide which point is marked by a concrete monument; thence run N89°59'W along said centerline for 500 feet to a point on a prolongation of the East line of said Section No. 1, Unit No. 2, Lakeville which point is 40 feet North of the northeast corner of said Section No. 1, Unit No. 2; thence run South along said prolongation and along the easterly boundary of said Section No. 1, Unit No. 2, S0°01'W for 335 feet, S89°59'E for 60 feet, S0°01'W for 600 feet to a point of curvature; thence run southeasterly along the arc of a curve of radius 236.25 feet for 131.72 feet, thence run S89°59'E for 39.71 feet, S0°01'W for 125 feet, N89°59'W for 35.48 feet, S0°01'W for 650 feet, N89°59'W for 25 feet and S0°01'W for 205 feet to the southeast corner of said Section No. 1, Unit No. 2, Lakeville and the point of beginning. Subject to roadway easements over and along the North 40 feet and over and along the North 80 feet of the South 655 feet being an extension of Lakeville Drive as shown on said plat of Section No. 1, Unit No. 2, Lakeville. Also granting an easement for roadway purposes over and along a strip of land 40 feet in width north of and adjacent to the northern boundary of the above described lands and an easement for roadway purposes 80 feet in width extending from the westerly boundary of the above described lands westerly along the northern boundaries of said Section No. 1, Unit No. 2, and Section No. 1, Unit No. 1 of Lakeville and through lot 24 of said Unit No. 1, Fort Myers Park to the Tamiami Trail (State Road No. 45).

Any objections to the Application must be filed with the Director, Division of Records & Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with copy to F. Marshall Deterding, Esquire, Rose, Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301, no later than 30 days after the last date that the Notice was mailed or published, whichever is later.

**Exhibit "K"**

Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer

Mailed Notice to Customers

After notice to the customers is completed, this Affidavit will be late-filed with the Commission demonstrating that such notice has been completed.

**Exhibit "L"**

**Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer**

**Newspaper Publication**

After the newspaper publication of the notice is completed, a proof of publication will be late-filed with the Commission demonstrating that such notice was published.

**Exhibit "M"**

Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer

Proof of Ownership of Land

Attached hereto is a Quit Claim Deed provided as part of the court ordered sale of the assets of the former Del Vera Golf and Country Club to Coolidge - Fort Myers Realty Limited Partnership. This Deed includes all of the lands of the Development of Regional Impact (DRI), known as Del Vera Golf and Country Club. Included in this land is the property on which the Utility's facilities are located, overseen by the Federal Court, Deeds, or proof of ownership of that land available.

Rec: \$55.50  
Doc. Stamps: \$0.00  
3

4117890

OR2794 PG2705

PREPARED BY AND RETURN TO:  
Hugh William Perry, Esquire  
Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.  
Phillips Point, Suite 500  
777 South Flagler Drive  
West Palm Beach, Florida 33401

**QUIT CLAIM DEED, BILL OF SALE AND ASSIGNMENT**

**THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO 11 U.S.C. SECTION 1146(c) AS IT IS MADE PURSUANT TO A PLAN OF REORGANIZATION. A CERTIFIED COPY OF THE ORDER OF THE BANKRUPTCY COURT IS ATTACHED HERETO AND MADE A PART HEREOF.**

DEL VERA LIMITED PARTNERSHIP, a Florida limited partnership, as Debtor in Possession in Case No. 96-31657-BKC-SHF in United States Bankruptcy Court for the Southern District of Florida ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid and delivered to Grantor by COOLIDGE- FT. MYERS REALTY LIMITED PARTNERSHIP, a Florida limited partnership ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, grants, bargains and sells to Grantee, its successors and assigns forever, all of Grantor's right, title and interest in that certain real property, situate in Lee County, Florida, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Land").

This Quit Claim Deed, Bill of Sale and Assignment is executed and delivered by Grantor pursuant to the terms of that certain Consolidated Plan of Reorganization dated October 10, 1996 and that certain Order Confirming Debtors' Consolidated Plan of Reorganization as Modified (collectively the "Plan") and pursuant to that certain Order Confirming Auction Sale of the United States Bankruptcy Court for the Southern District of Florida in Case Nos. 96-31655-BKC-SHF through 96-31658-BKC-SHF, a certified copy of which Order is attached hereto as Exhibit C.

TOGETHER WITH all of Grantor's right, title and interest in the following: (a) all hereditaments, appurtenances, improvements, equipment, fixtures, furnishings, inventory and other articles of personal property on the real property and all of Grantor's right, title and interest, if any, in and to any and all riparian and littoral rights, any filled and bulkheaded land, accretions and all streets, roads, highways, easements, accesses and rights-of-way appurtenant thereto (collectively, the "Premises"), (b) all building materials and equipment delivered to and intended to be installed in or on the Premises; (c) all plans and specifications for the Improvements; (d) all of Grantor's rights, but not its obligations (except to the extent required by the Plan), under any contracts relating to the Premises; (e) all deposits (including tenant's security deposits and earnest money deposits under any contracts of sale relating to the Land), bank accounts, funds, instruments, promissory notes or chattel paper arising from or by virtue of any transactions related to the Premises, if any;

RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY: TRINT A. VANCE, D.C.

(f) all of Grantor's rights, but not its obligations (except to the extent required by the Plan), under any documents, contract rights, accounts, commitments, construction contracts, architectural agreements and general intangibles (including, without limitation, trademarks, trade names and symbols for Heron's Glen Country Club, Heron's Glen Homeowners Association or any other use of the name "Heron's Glen") arising from or by virtue of any transactions related to the Premises; (g) all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Premises; (h) all proceeds arising from or by virtue of the sale, lease or other disposition of the Premises; (i) all proceeds (including premium refunds) of each policy of insurance relating to the Premises; (j) all proceeds from the taking of any of the Premises, or any rights appurtenant thereto, by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access for any public or quasi-public use under any law; (k) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Premises, including without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; and (l) all of Grantor's right, title and interest as developer or owner of any portion of the Land in and to any and all covenants, restrictions and agreements burdening or benefiting the real property; (m) all of Grantor's right, title and interest as Developer, Manager, Seller, Lessor or otherwise, under and pursuant to that certain Declarations of Covenants, Conditions and Restrictions for Del Vera Country Club and other documents relative or ancillary thereto, including but not limited to those documents described in Exhibit B attached hereto and made a part hereof (collectively, the "Association Documents"); (n) all of Grantor's right, title and interest as Developer or otherwise in and to the HERON'S GLEN HOMEOWNERS ASSOCIATION, INC., as established pursuant to the Association Documents; (o) all of Grantor's right, title and interest in and to any bank accounts containing any assessments collected pursuant to or in connection with any of the Association Documents; (p) any other interests of every kind and character that Grantor now has in and to the Premises described herein and all property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all of Grantor's reversionary rights or interests with respect to such property (the above-described property is collectively referred to herein as the "Property").

TO HAVE AND TO HOLD the same forever.

PROVIDED, HOWEVER, that in accepting the above-described title, rights and interests in the Property, Grantee, its successors and assigns, is not accepting or assuming any of the duties, obligations or liabilities of Grantor as developer or owner of any portion of the Land; except to the extent expressly assumed in writing.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 14<sup>th</sup> day of FEB, 1997.

Signed, sealed and delivered in the presence of:

DEL VERA LIMITED PARTNERSHIP, a Florida limited partnership

By: Del Tura Development Company, a Florida corporation

[Signature]  
Print Name: THOMAS W. PERKY

By: [Signature]  
Print Name: Harold H. Wagle

[Signature]  
Print Name: AMANDA GREEN

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ALL

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 1997, by Harold H. Wagle, the President of Del Tura Development Company, a Florida corporation, general partner of Del Vera Limited Partnership, a Florida limited partnership, on behalf of the corporation and limited partnership. The above-named individual  is personally known to me or  has produced the following as identification \_\_\_\_\_



[Signature]  
Print Name: RANNE FRAZIER  
Commission Number: 255430  
Commission Expires: 5-1-97

(NOTARIAL SEAL)

OR2794 PG2707

Heron Glen

EXHIBIT "A"

A parcel of land in Sections 3, 4 and 5, Township 43 South, Range 24 East, Lee County, Florida more particularly described as follows:

PARCEL 1:

Commence at the Northeast corner of Section 3, Township 43 South, Range 24 East; thence N.89°57'30"W. along the North line of the Northeast 1/4 of said Section 3 for 1937.79 feet to the point of beginning of the herein described parcel of land; thence continue N.89°57'30"W. along said North line for 730.78 feet to the Northeast corner of the Northwest 1/4 of said Section 3; thence S.89°48'38"W. along the North line of the Northwest 1/4 of said Section 3 for 2667.53 feet to the Northwest corner of said Section 3; thence N.89°42'40"W. along the North line of Section 4, Township 43 South, Range 24 East for 5335.96 feet to the Northeast corner of Section 5, Township 43 South, Range 24 East; thence S.89°33'20"W. along the North line of the Northeast 1/4 of said Section 5 for 1871.76 feet to an intersection with the Northeasterly line of North Fort Myers Park according to the Plat thereof as recorded in Plat Book 9 at Page 113 of the Public Records of Lee County, Florida; thence S.26°03'40"E. along said Northeasterly line for 318.64 feet to an intersection with the Southeasterly line of Lot 3 of said Plat of North Fort Myers Park; thence S.63°56'20"W. along said Southeasterly line for 300.77 feet to an intersection with the Northeasterly right of way line of Tamiami Trail (S.R. 45, U.S. 41), being a point on the arc of a circular curve concave to the Southwest at a point bearing N.63°13'24"E. from the radius point of said curve; thence Southeasterly along the arc of said curve having for its elements a radius of 7739.44 feet and a central angle of 0°42'56" for 96.66 feet to the point of tangency; thence S.26°03'40"E. along said Northeasterly right of way line for 1943.40 feet to an intersection with the Southeasterly line of the Northwesterly 1/2 of Lot 24 of the aforementioned Plat of North Fort Myers Park; thence N.63°56'20"E. along said Southeasterly line for 300.17 feet to an intersection with the aforementioned Northeasterly line of North Fort Myers Park; thence N. 26 °03'40"W. along said Northeasterly line for 4.46 feet to an intersection with the Southerly line of that certain parcel of land described in Official Record Book 1032 at Page 707 of the aforementioned Public Records; thence N.89°48'47"E. along said Southerly line for 3354.47 feet to an intersection with the East line of that certain parcel of land described in Official Record Book 410 at Pages 690 thru 691 of the aforementioned Public Records; thence S.0°11'07"E. along said East line for 975.31 feet; thence N.89°48'47"E. for 1097.21 feet; thence N.44°48'47"E. for 1435.86 feet; thence N.89°48'47"E. for 1950.58 feet to the point of curvature of a circular curve concave to the Southwest; thence Easterly and Southeasterly along the arc of said curve having for its elements a radius of 1400.00 feet and a central angle of 25°00'00" for 610.87 feet to the point of tangency; thence S.65°11'13"E. for 1100.00 feet; thence N.24°48'47"E. for 1354.47 feet; thence N.0°11'29"W. for 1408.01 feet to the point of beginning. said parcel of land situate lying and being in Lee County, Florida.

0R2794 PG2708

AND

PARCEL 2:

A parcel of land in Sections 2 and 3, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows: commence at the Northwest corner of Section 3, Township 43 South, Range 24 East; thence from said point N. 89°48'38"E. along the North line of the Northwest 1/4 of said Section 3, 2667.53 feet to the Northeast corner of the Northwest 1/4 of said Section 3, thence S.89°57'30"E. along the North line of the Northeast 1/4 of said Section 3, 730.78 feet to the point of beginning; thence from said point the following ten (10) courses:

1) Thence continue along said line S.89°57'30"E. 1582.78 feet to the Westerly right-of-way of the former S.A.L. Railroad; 2) S.11°11'01"E. along said right-of-way, 2728.69 feet; 3) S.89°37'23"W. 975.75 feet; 4) N.00°03'00"W. 301.06 feet; 5) S.89°57'00"W. 821.42 feet, to a point of curve; 6) along the arc of a curve to the right, concave to the North, radius 1140.00 feet, central angle 015°53'30", arc 316.19 feet, chord bearing N.82°06'15"W. 315.18 feet, to a point on a curve; 7) along the arc of a curve to the right, concave to the Northwest, radius 327.50 feet, central angle 075°55'09", arc 433.95 feet, chord bearing S.61°15'35"W. 402.89 feet, to a point of tangency; 8) N.80°46'51"W. 155.77 feet; 9) N. 24°48'47"E. 1213.61 feet; 10) N.00°11'29"W. 1408.01 feet; to the aforementioned point of beginning.

AND

PARCEL 3:

A parcel of land in Sections 3 and 4, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows: Commence at the Northwest corner of Section 3, Township 43 South, Range 24 East; thence from said point N 89°48'38"E along the north line of the northwest 1/4 of said Section 3, 2667.53 feet to the northeast corner of the Northwest 1/4 of said Section 3; thence S 89°57'30" E, along the north line of the Northeast 1/4 of said Section 3, 730.78; thence S 00°11'29" E, 1401.01 feet; thence S 24°48'47" W, 1354.47 feet; thence N 65°11'13" W, 355.47 feet; to the point of beginning; thence from said point the following SEVENTY-NINE (79) courses:

1) Along the arc of a curve to the left, concave to the south, radius 267.50 feet, central angle 005°45'16", arc 26.87 feet, chord bearing S 68°07'28" W, 26.85 feet, to a point of tangency; 2) S 65°14'50" W, 137.59 feet; 3) S 23°12'07" W, 235.76 feet; 4) S 89°48'47" W, 416.56 feet; 5) N47°42'37" E, 27.81 feet; 6) N 53°36'37" E, 36.22 feet; 7) N 40°23'29" E, 35.15 feet; 8) N 52°16'50" E, 38.47 feet; 9) N 19°07'26" E, 35.91 feet; 10) N 41°30'26" E, 36.66 feet; 11) N 08°52'47" W, 35.50 feet; 12) N 40°03'39" W, 30.81 feet; 13) N 20°39'16" W, 32.33 feet; 14) N 44°25'14" W, 23.15 feet; 15) N 45°39'20" W, 30.34 feet; 16) N 71°17'47" W, 27.02 feet; 17) N 69°49'08" W, 35.67 feet; 18) N 53°42'24" W, 25.93 feet; 19) N 53°15'27" W, 46.23 feet; 20) N 28°52'17" W, 35.69 feet; 21) N 58°24'49" W, 32.33 feet; 22) N 51°54'00" W, 28.01 feet; 23) N 82°03'13" W, 34.26 feet; 24) N 58°37'19" W, 26.42 feet; 25) N 79°41'18" W, 29.01 feet; 26) N 83°58'47" W, 35.88 feet; 27) S 89°30'59" W, 40.75 feet; 28) S 40°12'39" W, 64.05 feet; 29) S

OR2794 PG2709

01°21'23" E, 48.10 feet; 30) S 37°12'48" W, 28.66 feet; 31) S 27°18'12" W, 40.30 feet; 32) S 00°29'00" W, 32.80 feet; 33) S 10°30'50" W, 44.36 feet; 34) S 20°14'58" W, 26.96 feet; 35) S 08°55'25" E, 23.55 feet; 36) S 38°52'14" E, 24.94 feet; 37) S 89°48'47" W, 514.75 feet; 38) N 08°33'04" E, 50.87 feet; 39) N 04°54'42" E, 69.46 feet; 40) N 11°43'09" E, 52.95 feet; 41) N 16°35'18" E, 65.04 feet; 42) N 04°14'51" E, 54.78 feet; 43) N 19°03'53" E, 67.19 feet; 44) N 22°19'41" E, 75.24 feet; 45) N 39°29'35" E, 30.10 feet; 46) N 17°23'17" E, 48.94 feet; 47) N 15°52'56" E, 9.43 feet; 48) S 89°48'47" W, 303.91 feet; 49) S 15°23'27" W, 6.50 feet; 50) S 20°32'07" W, 61.42 feet; 51) S 30°55'40" W, 31.60 feet; 52) S 48°02'34" W, 61.00 feet; 53) S 32°15'23" W, 48.04 feet; 54) S 25°13'16" W, 64.54 feet; 55) S 56°58'18" W, 44.77 feet; 56) S 55°13'24" W, 85.22 feet; 57) S 79°36'09" W, 72.52 feet; 58) N 81°54'09" W, 65.01 feet; 59) N 81°26'29" W, 41.86 feet; 60) N 77°52'33" W, 49.24 feet; 61) S 31°21'26" W, 50.96 feet; 62) S 43°06'02" W, 47.45 feet; 63) N 83°26'43" W, 111.40 feet; 64) S 71°28'48" W, 41.88 feet; 65) S 60°59'19" W, 62.00 feet, to a point of curve; 66) along the arc of a curve to the right, concave to the northwest, radius 367.50 feet, central angle 030°42'15", arc 196.94 feet, chord bearing S 76°20'27" W, 194.59 feet, to a point of tangency; 67) N 88°18'26" W, 287.69 feet; 68) N 80°36'50" W, 159.95 feet; 69) S 80°35'51" W, 145.10 feet; 70) N 74°25'20" W, 202.68 feet; 71) N 19°22'24" E, 26.28 feet; 72) N 01°28'58" W, 36.28 feet; 73) N 00°36'45" W, 81.14 feet; 74) N 01°28'43" E, 68.22 feet; 75) N 16°46'50" E, 54.27 feet; 76) N 44°48'47" E, 277.48 feet; 77) N 89°48'47" E, 1850.58 feet, to a point of curve; 78) along the arc of a curve to the right, concave to the southwest, radius 1400.00 feet central angle 025°00'00" arc 610.87 feet, chord bearing S 77°41'13" E, 606.03 feet, to a point of tangency; 79) S 85°11'13" E 713.53 feet to the aforementioned Point of Beginning.

**LESS AND EXCEPT THE FOLLOWING LOTS WITH HOMES UNDER CONSTRUCTION:**

Lot 13, Block 6; Lot 5, Block 18; and Lots 6 and 27, Block 17, all of the Plat of Del Vera Country Club Unit 1, according to the Plat thereof as recorded in Plat Book 46, Page 7, Public Records of Lee County, Florida, and

Lot 1, Block 7; and Lot 15, Block 9, all of the Plat of Del Vera Country Club Unit 2, according to the Plat thereof as recorded in Plat Book 50, Page 69, Public Records of Lee County, Florida.

Heron Glen

**Exhibit "N"**

Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities  
Application for Transfer

Original and Two Copies of Sample Tariff Sheets

WASTEWATER TARIFF

COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES  
NAME OF COMPANY

2250 Avenida Del Vera

North Fort Myers, Florida 33917

(ADDRESS OF COMPANY)

(813) 731-5335  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

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DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 456 - S

COUNTY - Lee

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22157	11/06/89	890975-SU	Original Certificate
24805	07/11/91	910448-SU	Name Change

(Continued to Sheet No. 3.1)

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A parcel of land in Sections 2, 3, 4, 5, & 10, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the northeast corner of Section 3, Township 43 South, Range 24 East; thence N89°57'30" W along the North line of the northeast one quarter of said Section 3 for 355.01 feet to an intersection with the westerly right of way line of the former S.A.L. Railroad and the point of beginning of the herein described parcel of land; thence continue N89°57'30"W along said North line for 2313.55 feet to the northeast corner of the northwest one quarter of said Section 3; thence S89°48'38"W along the North line of said northwest one quarter for 2667.53 feet to the northwest corner of said Section 3; thence N89°42'40"W along the North line of Section 4, Township 43 South, Range 24 East for 5335.96 feet to the northwest corner of said Section 4; thence S89°33'20"W along the North line of the northeast one quarter of Section 5, Township 43 South, Range 24 East for 1671.76 feet to an intersection with the northeasterly line of North Fort Myers Park according to the plat thereof as recorded in Plat Book 9, Page 113 of the Public Records of Lee County, Florida; thence S26°03'40"E along said northeasterly line for 318.64 feet to an intersection with the southeasterly line of lot 3 of said plat of North Fort Myers Park; thence S63°56'20"W along said southeasterly line for 300.77 feet to an intersection with the northeasterly right of way line of Tamiami Trail (S.R. 45, U.S. 41) being a point on the arc of a circular curve concave to the southwest, said point bearing N63°13'24"E from the radius point of said curve; thence southeasterly along the arc of said curve having for its elements a radius of 7739.44 feet and a central angle of 0°42'56" for 96.66 feet to the point of tangency; thence S26°03'40"E along said northeasterly right of way line for 1943.40 feet to an intersection with the southeasterly line of the northwesterly one half of lot 24 of the aforementioned plat of North Fort Myers Park; thence N63°56'20"E along said southeasterly line for 300.17 feet to an intersection with the aforementioned northeasterly line of North Fort Myers Park; thence N26°03'40"W along said northeasterly line for 4.46 feet to an intersection with the southerly line of that certain parcel of land described in Official Record Book 1032 at Page 707 of the aforementioned Public Records; thence N89°48'47"E along said southerly line for 3357.09 feet to an intersection with the East line of that certain parcel of land described in Official Record Book 410 at Page 690 of the aforementioned Public Records; thence S0°06'41"E along said East line for 2040.37 feet to an intersection with the South line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence S89°48'47"W along said South line for 2698.40 feet to an intersection with the aforementioned northeasterly right of way line of Tamiami Trail; thence S26°03'40"E along said northeasterly right of way line for 370.00 feet; thence N89°48'47"E for 3845.26 feet; thence N0°11'13" W for 332.91 feet to an intersection with the aforementioned South line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence N69°48'47"E along said south line for 4368.87 feet to an intersection with the northerly extension of the West line of that certain parcel of land described in Official Record Book 368 at Page 80 of the aforementioned Public Records;

(Continued to Sheet No. 3.2)

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

## WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

thence S0°02'36"W along said northerly extension and along the West line of said parcel for 2553.91 feet; thence S89°56'45"E along the South line of said parcel for 1711.91 feet; thence N0°02'36"E along the East line of said parcel for 16.72 feet to an intersection with the South line of that certain parcel of land described in Official Record Book 1516 at page 1802 of the aforementioned Public Records; thence S89°56'45"E along said south line for 441.17 feet; thence N0°02'36"E along the East line of said parcel for 2546.26 feet to an intersection with the aforementioned South line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence N89°48'47"E along said South line for 775.65 feet to an intersection with the aforementioned westerly right of way line of the former S.A.L. Railroad; thence N11°11'01"W along said westerly right of way line for 4190.51 feet to the point of beginning. A tract or parcel of land lying in Section 4, Township 43 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of Lot 45 of Unit No. 1, North Fort Myers Park according to a plat thereof recorded in Plat Book 9 at page 113 Public Records of Lee County, Florida, run S 89°59'E along the South line of the lands conveyed by Deed recorded in Deed Book 224 at Page 437 of said Public Records and along the South line of Section No. 1, Unit No. 1, Lakeville, according to a plat thereof recorded in Plat Book 10, page 48 of said Public Records and Section No. 1, Unit No. 2, Lakeville according to a plat thereof recorded in Deed Book 298 at Pages 303 to 306, inclusive of said Public Records for 1,940 feet to the southeast corner of said Section No. 1, Unit No. 2 and the point of beginning of the lands herein described:

From said point of beginning continue S89°59'E along the South line of the lands conveyed by said Deed recorded in Deed Book 224 at Page 437, for 425 feet to a concrete monument at the southwest corner of the lands described in and conveyed by Deed recorded in Deed Book 300, Page 633, of said Public Records; thence run N0°01'E along the West line of said lands for 2040 feet to a point in the centerline of a roadway easement 80 feet wide which point is marked by a concrete monument; thence run N89°59'W along said centerline for 500 feet to a point on a prolongation of the East line of said Section No. 1, Unit No. 2, Lakeville which point is 40 feet North of the northeast corner of said Section No. 1, Unit No. 2; thence run South along said prolongation and along the easterly boundary of said Section No. 1, Unit No. 2, S0°01'W for 335 feet, S89°59'E for 60 feet, S0°01'W for 600 feet to a point of curvature; thence run southeasterly along the arc of a curve of radius 236.25 feet for 131.72 feet, thence run S89°59'E for 39.71 feet, S0°01'W for 125 feet, N89°59'W for 35.48 feet, S0°01'W for 650 feet, N89°59'W for 25 feet and S0°01'W for 205 feet to the southeast corner of said Section No. 1, Unit No. 2, Lakeville and the point of beginning. Subject to roadway easements over and along the North 40 feet and over and along the North 80 feet of the South 655 feet being an extension of Lakeville Drive as shown on said plat of Section No. 1, Unit No. 2, Lakeville. also granting an easement for roadway purposes over and along a strip of land 40 feet in width north of and adjacent to the northern boundary of the above described lands and an easement for roadway purposes 80 feet in width extending from the westerly boundary of the above described lands westerly along the northern boundaries of said Section No. 1, Unit No. 2, and Section No. 1, Unit No. 1 of Lakeville and through lot 24 of said Unit No. 1, Fort Myers Park to the Tamiami Trail (State Road No. 45).

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

HELD FOR FUTURE USE

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0     "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0     "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises.
- 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.

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

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(Continued to Sheet No. 6.1)		

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service. In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required and payment of the initial connection fee accepted by the Company prior to the initiation of service. The applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater service is to be rendered.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents. When wastewater service is rendered under agreement(s) entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement(s) entered into between agent and the Company and under which such wastewater service is rendered.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code, unless all prior indebtedness to the Company of such household, organization or business for wastewater service has been settled in full in accordance with Rule 25-30.320, F.A.C.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the U.S.A., wars, U.S.A., State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

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

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

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

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

(Continued on Sheet No. 9.0)

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

## WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property and shall knowingly permit no one but the Company's agents or persons authorized by law to have access to the Company's pipes and apparatus. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, F.A.C. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Quarterly - as stated in the rate schedule. Bills for wastewater service will be rendered quarterly as stated in the rate schedule and shall become due when rendered and be considered as received by customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of the customer with respect to payment thereof.

In accordance with Rule 25-30.335, F.A.C., the Company may not consider a Customer delinquent in paying his or her bill until the 21<sup>st</sup> day after the Company has mailed or presented the bill for payment. Wastewater service may then be discontinued only after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented a 5 day written notice to the customer in accordance with Rule 25-30.320, F.A.C. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer. There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a customer for that customer's failure to pay the bills on time. Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order of the Commission.

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

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

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

(Continued on Sheet No. 10.0)

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.30
1"	35.75
1 1/2"	71.49
2"	114.38
3"	228.78
4"	357.47
6"	714.94
8"	1,143.91

GALLONAGE CHARGE \$ 2.29 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - \_\_\_\_\_, 1999

TYPE OF FILING - Transfer of Certificate

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Quarterly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 14.30

GALLONAGE CHARGE \$ 2.29 per 1,000 gallons  
(Maximum 10,000 gallons)

MINIMUM CHARGE - \$14.30 per month

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

EFFECTIVE DATE - \_\_\_\_\_, 1999

TYPE OF FILING - Transfer of Certificate

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

HELD FOR FUTURE USE

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

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

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

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

EFFECTIVE DATE - \_\_\_\_\_, 1999

TYPE OF FILING - Transfer of Certificate

DOUGLAS CORDELLO  
 ISSUING OFFICER

C.F.O.  
 TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE - \_\_\_\_\_, 1999

TYPE OF FILING - Transfer of Certificate

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERHSIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
<u>With Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month (__)GPD .....	\$	
All others-per gallon/month .....	\$	
<u>Without Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month (__)GPD .....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot ( __ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( <u>200</u> GPD) .....	\$	200.00
All others-per gallon .....	\$	1.00
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon .....	\$	

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

EFFECTIVE DATE - \_\_\_\_\_, 1999

TYPE OF FILING - Transfer of Certificate

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

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DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

HELD FOR FUTURE USE

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

SEWER SERVICE USERS AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_, between Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities, hereinafter referred to as the "Utility Company", and: \_\_\_\_\_, hereinafter referred to as "Customer", with the address of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, as the property to be served.

WHEREAS, the customer desires sewer service from the Utility Company and to enter into a sewer service users agreement as required by the Utility Company.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, it is mutually agreed by and between the parties hereto as follows:

1. The Utility Company shall furnish, subject to limitations herein provided for such sewer service in connection with the occupancy of the property listed herein.
2. The Customer shall furnish and install, at his own expense, a sewer service line which shall begin at his property and extend to the dwelling and other portion of his premises.
3. The Customer shall pay for such sewer service at such rates, time and place as determined by the Utility Company and as approved by the State of Florida Public Service Commission.
4. The Utility Company shall have final jurisdiction relative to the location of any sewer service line connection and shall have the authority to inspect and approve the Customer's sewer service line to insure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice.
5. The failure of the customer to pay sewer service charges duly imposed shall result in the automatic imposition of the following penalties:

(Continued to Sheet No. 21.0)

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

(Continued From Sheet No. 20.0)

- A. Receipts not collected within 20 days following the billing date are considered delinquent, a written notice will be mailed allowing 5 additional days, after which time the sewer service will be discontinued.
- B. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge established on the basis of the expenses incurred in the reconnection and restoration of the service, which shall be non-discriminatory in its application. The normal reconnection fee is \$15.00.
- C. There shall be no liability of any kind against the Utility Company be reason of discontinuance of sewer service to the Customer for failure of the customer to pay his/her bills on time. The Customer agrees to indemnify and hold harmless the Utility Company, its subsidiaries, its agents, and its employees from and against all claims, demands, actions, causes of action, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Utility Company's exercising its rights under the terms of this agreement.

6. No partial payment of any bill will be accepted by the Utility Company, except by agreement with the Utility Company or by order of the State of Florida Public Service Commission.

Plant Capacity Charge	\$200.00
-----------------------	----------

Authorized Signatures:

By: \_\_\_\_\_  
Customer

Date: \_\_\_\_\_

\_\_\_\_\_  
Customer

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES  
2250 AVENIDA DEL VERA  
N. Fort Myers, FL 33917

REMIT PAYMENT TO:  
Coolidge - Fort Myers Realty  
Limited Partnership d/b/a Herons  
Glen Utilities  
2250 Avenida Del Vera  
N. Fort Myers, FL 33917

Customer Account No.:  
Invoice #

-----  
FIRST QUARTER 1999 UTILITY SERVICE

CONSUMPTION:

SEWER CHARGES \$

DUE AND PAYABLE UPON RECEIPT

1 1/2% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON PAST DUE ACCOUNTS

-----  
FEES & SCHEDULES

Sewer Charge per 1,000 gallons of water consumption: \$

Base Facility Charge per month: \$

Billing Period - Quarterly: \$12.23 x 3 = \$

Payment Terms: Past Due after 20 days  
Service can be discontinued after (5) days written notice  
\$15.00 Normal reconnection fee

-----  
ENCLOSE THIS PORTION WITH YOUR PAYMENT DUE AND PAYABLE UPON RECEIPT

LOT#                      LAST NAME                      AMOUNT DUE                      \$

Please indicate any address changes below:                      INVOICE #

\_\_\_\_\_  
\_\_\_\_\_

Effective Date: \_\_\_\_\_

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

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System Design and Construction .....		
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DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The Utility will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required system capacity charges, and compliance with such other requirements as may be appropriate under the provision of the Utility's tariff and the rules or statutes of the Florida Public Service Commission.

The developer will be required as a prerequisite to service to construct and donate to the Utility all on-site facilities, including on-site sewer lines. Such installations shall comply with the requirements imposed by the Utility.

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

NAME OF COMPANY: COOLIDGE - FORT MYERS REALTY LIMITED PARTNERSHIP  
D/B/A HERONS GLEN UTILITIES

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments . . . . .	200 gpd [1]
Bars and Cocktail Lounges . . . . .	5 gpcd [2]
Boarding Schools (Students and Staff) . . . . .	75 gpcd
Bowling Alleys (toilet wastes only, per lane). . . . .	100 gpd
Country Clubs, per member . . . . .	25 gpcd
Day Schools (Students and Staff) . . . . .	10 gpcd
Drive-in Theaters (per car space) . . . . .	5 gpd
Factories, with showers . . . . .	30 gpcd
Factories, no showers . . . . .	10 gpd/100 sq. ft.
Hospitals, with laundry . . . . .	250 gpd/bed
Hospitals, no laundry . . . . .	200 gpd/bed
Hotels and Motels . . . . .	200 gpd/room & unit
Laundromat . . . . .	225 gpd/washing machine
Mobile Home Parks . . . . .	200 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat) . . . . .	3 gpd
Nursing Homes . . . . .	150 gpd/100 sq. ft.
Office Buildings . . . . .	10 gpd/100 sq. ft.
Public Institutions (other than listed herein)	75 gpcd
Restaurants (per seat) . . . . .	50 gpcd
Single Family Residential . . . . .	200 gpd
Townhouse Residence . . . . .	200 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores, without kitchen wastes . . . . .	5 gpd/100 sq. ft.
Speculative Buildings . . . . .	10 gpd/100 sq. ft.
Warehouses . . . . .	30 gpd plus 10 gpd/1000 sq. ft.

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

DOUGLAS CORDELLO  
ISSUING OFFICER

C.F.O.  
TITLE

## **Exhibit "O"**

### **Coolidge - Fort Myers Realty Limited Partnership d/b/a Herons Glen Utilities Application for Transfer**

#### **Current Certificates of the Utility**

As noted previously under **Exhibits "A", "B", "G", and "H"**, this Utility system was acquired through purchase on the courthouse steps after bankruptcy by the previous owner, Del Vera Limited Partnership. While the new owners have attempted to obtain books, records and other documents including the Utility's Original Certificates from the prior owner, we have thus far been unsuccessful. That entity has gone bankrupt and ceased to exist and the location of the principles and books and records (including the Original Certificates) are no longer known to the buyer herein. We will continue to try and investigate whether the former owner's accountant has any remaining documents as indicated previously and will forward on the results of that review to the Commission at the appropriate time in the future.

However, for the purposes of this case, the Commission needs to issue a new Certificate not only to recognize the change in ownership, but also to recognize the unavailability of the Original Certificate documents.