

W. F. McCain & Associates, Inc.
2044 14th Avenue, Suite 25
Vero Beach, Florida 32960
(561) 770-1093
fax (561) 770-1508

Owner's Rep/Site Development and
Engineering Services Facilitators

August 14, 2000

Mr. Dan Hoppe
Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

001145-VUU

**SUBJECT: SUBMITTAL/APPLICATION FOR TRANSFER OF MAJOR
ORGANIZATIONAL CONTROL AND NAME CHANGE FOR
SAN SEBASTIAN UTILITIES, INC.
CERTIFICATE NO. 439-W (BREVARD COUNTY, FLORIDA)**

Dear Mr. Hoppe:

We are requesting a FMOC on the above-referenced utility certificate along with (for organizational purposes) a corporate name change to San Sebastian Water, LLC. Due to the complex nature of this utility's history, an historical summary is appropriate to provide a full understanding of the utility's current status.

The utility was first created in the early 1980's and ownership control was held by C. E. Buchanan. Portions of the utility were constructed as follows:

1. The supply wells were constructed along with approximately 70 percent of the distribution system, which will ultimately serve the San Sebastian Woods subdivision, consisting of 225+/- lots.
2. The utility has no paying customer base, and currently the 25+/- existing homes within the community are served by individual private wells.

In 1999, there was an intervening sale, through default by C. E. Buchanan to Howbert, L. C. held by M. F. Howard. It should also be noted that while the stock in the utility is still held by M. F. Howard, neither it nor the certificate and has been transferred to the new buyer, San Sebastian Water, LLC, and the PSC certificate is still under C. E. Buchanan.

DOCUMENT NUMBER DATE

09884 AUG 15 2

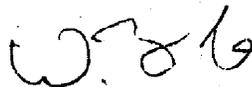
PSC-RECORDS/REPORTING

We, the firm of W. F. McCain and Associates, Inc., have been retained by the new buyer to design/build the new water treatment plant and complete distribution system for the community. We anticipate construction to begin in late 2000.

If you have any questions or require any additional information, please do not hesitate contacting me directly at (561) 770-1093.

Sincerely,

W. F. McCain & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'W.F. McCain', with a long horizontal line extending to the right.

William F. McCain, P.E.
President/Principal Engineer

WFM:nr
Enclosures

cc: Gary Frese, Esq.
Tom Martino

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

W. F. McCain & Associates, Inc. (561) 770-1093
Name Phone No.
2044 14th Avenue, Suite 25
Street address
Vero Beach Florida 32960
City State Zip Code

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

San Sebastian Water, LLC
Name of utility
(303) 690-1388 () n/a
Phone No. Fax No.
2537 Sherman Street
Office street address
Hollywood Florida 33020
City State Zip Code
n/a
Mailing address if different from street address
Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Thomas G. Martino, 7900 Fox Creek Trail, Franktown, Colorado 80116
Charles H. Wahlen, 4053 S. Olathe Court, Aurora, Colorado 80013
CrI, Inc. 6300 S. Syracuse Way, Suite 300, Englewood, Colorado 80111

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit A - A statement by the buyer 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.

- 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 purchase agreement.

- D) Exhibit C - A statement of how the buyer is financing the purchase.

- E) Exhibit D - A list of all entities, including affiliate which have provided or will 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.

- F) Exhibit E - 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 DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) 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 violations, 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.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit F - 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 G - 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 H - 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:

\$ 750.00 (for water) \$ _____ (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 B - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit I - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit I - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

EXHIBIT A

The utility has been in various stages of design/permitting and construction since its inception in 1984. The plant's wells were construction in the 1980s and currently provide irrigation related service for common areas in the subdivision and pool area. The purchaser of the facilities develops properties on a national level and is financially capable of completing the construction of this utility.

The utility will service approximately 225 units when completed. The current purchaser has retained the services of W. F. McCain & Associates, Inc. to design, permit, and observe the construction of the treatment facility and completion of all remaining subdivision infrastructure. Mr. McCain is uniquely qualified for this task as prior to the formation of his company, he ran the Utilities Engineering Department for Indian River County for twelve years. W. F. McCain & Associates, Inc. have a contract with Alltech Water (Brevard County) for operations of the plant after construction is complete.

The buyer has demonstrated a sound commitment to follow this utility to fruition:

1. A full cash purchase of both the utility and associated subdivision.
2. The retainage of a professional engineering consulting firm to complete the facility.
3. A long-standing national record of project completion and follow-up.

The subdivision, San Sebastian Woods, which is served by this utility is a 225-unit subdivision with and existing 25 +/- homes. These homes are currently on private wells and septic, which given the sandy soil; i.e., sand ridge, does potentially raise health concerns. It is definitely in the public interest to allow the transfer of the PSC certificate to the new owner so that the facility may be completed as soon as possible.

EXHIBIT B

Contract for Sale and Purchase

Contract for Sale and Purchase
FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

17 PARTIES: HOWBERT, L.C. ("Seller"),
2 of _____ (Phone) 321/952-6610
18 and CHARLES H. WAHLEN and/or assigns ("Buyer"),
3 of _____ (Phone) 303/779-7979

4 I hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

71. DESCRIPTION:
72 (a) Legal description of the Real Property located in Brevard County, Florida: SAN SEBASTIAN WOODS
73 145 lots to be described in a separate addendum which will be attached to and made
74 a part of this agreement.
75 (b) Street address, city, zip, of the Property is: vacant land including clubhouse, storage facilities, park, lakes
76 (c) Personal Property: golf cart, pool table, etc.

15 II. PURCHASE PRICE: \$ 1,400,000.00
16 PAYMENT:
17 (a) Deposit held in escrow by Fress, Nash & Torpy, P.A. (Escrow Agent) \$ 70,000.00
18 (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date (see Paragraph II) in the amount of \$ _____
19 (c) Subject to AND assumption of existing mortgage in good standing in favor of _____
20 _____ having an approximate present principal balance of \$ _____
21 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \$ _____
22 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \$ _____
23 (f) Other: \$ _____
24 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashiers or official bank check(s), subject to adjustments or proration: \$ 1,330,000.00

25 III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before November 10, 1999, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

26 IV. FINANCING:
27 (a) This is a cash transaction with no contingencies for financing.
28 (b) This Contract is conditioned on Buyer obtaining a written loan commitment within _____ days after Effective Date for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan in the principal amount of \$ _____ at an initial interest rate not to exceed _____% discount and origination fees not to exceed _____% of principal amount, and for a term of _____ years. Buyer will make application within _____ days (5 days if left blank) after Effective Date and use reasonable diligence to obtain a loan commitment and, hereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment by the closing date, then either party (hereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or
29 The existing mortgage, described in Paragraph II(c) above, has: a variable interest rate; or a fixed interest rate of _____% per annum. At time of this transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed _____% per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgage charge(s), not to exceed \$ _____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

30 V. TITLE EVIDENCE: At least 20 days before closing date, (CHECK ONLY ONE): Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): abstract of title; or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

31 VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on January 14, 2000, unless modified by other provisions of this Contract.

32 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for RESIDENTIAL purpose(s).

33 VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

34 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

35 X. RIDERS: (CHECK those riders which are applicable AND are attached to title Contract):
 COMPREHENSIVE RIDER HOMEOWNERS' ASSN. COASTAL CONSTRUCTION CONTROL LINE
 CONDOMINIUM "AS IS" INSULATION
 VA/FHA LEAD-BASED PAINT

36 XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

37 XII. DISCLOSURES:
38 (a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.
39 (b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
40 (c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
41 (d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
42 (e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

43 XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
44 (a) \$ 0 for treatment and repair under Standard O (if blank, then 2% of the Purchase Price).
45 (b) \$ 0 for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

46 XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE
47 XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

48 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
49 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.

50 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
51 COPYRIGHT 1996 BY THE FLORIDA ASSOCIATION OF REALTORS

52 Charles H. Wahlen 11/8/99 By: [Signature] 11/8/99
53 (Buyer) CHARLES H. WAHLEN and/or assigns (Date) (Seller) (Date)

54 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

55 (Buyer) _____ (Date) _____ (Seller) _____ (Date) _____

56 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

57 Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. _____ (Escrow Agent)
58 BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

59 Name: N/A N/A
60 Cooperating Brokers, if any Listing Broker

**ADDENDUM TO CONTRACT FOR SALE AND PURCHASE
HOWBERT, L.C. (SELLER)
AND CHARLES H. WAHLEN AND/OR ASSIGNS (BUYER)**

Buyer and Seller agree that the following provision shall be addended to the above-referenced Contract and shall control where in conflict with the provisions of the printed Contract:

1. The Seller intends to sell the 145 platted residential lots in the subdivision known as "San Sebastian Woods". The San Sebastian Woods plat is recorded at Plat Book 8, Page 15A, of the Brevard County Public Records. Seller is selling all land owned by Seller within such Plat, but Buyer understands that a significant number of lots in the platted subdivision have previously been sold, and that the northeast parcel, approximately 3.75 acres, is not owned by Seller. In addition to the 145 lots, the parcel to be conveyed includes approximately 6.2 acres improved with a pool, fishing lake, clubhouse, and recreational vehicle and boat storage lot. In the southwest portion of the plat, there is approximately 6± acres (which includes five (5) platted lots) for which Seller has a pending arrangement with Brevard County to deed to Brevard County, in exchange for Brevard County agreeing to pave all the unpaved public streets within the subdivision. Seller should know the final outcome of such deal prior to the end of Buyer's Inspection Period.

2. Also to be conveyed to Buyer is 100% of the membership of a not-for-profit corporation known as "San Sebastian Utilities, Inc.", which is a bare-bones corporation with virtually no assets established to operate a private water plant. Seller also has a public service commission charter for a private water plant, and has miscellaneous water treatment equipment located on the Property. Seller makes no representations or warranties concerning the sufficiency of the equipment or the charter. The conveyance of all the Property described in this Agreement (real property, personal property, developer's rights, governmental permits, etc.) will be conveyed in their "AS IS" "WHERE IS" condition with all faults. Buyer shall have until November 20, 1999 to conduct whatever studies, surveys, or investigations of the Property as Buyer deems necessary to determine whether or not the Property is suitable for Buyer's intended use. Buyer agrees to immediately give Seller written notice of non-suitability prior to November 21, 1999, if Buyer opts to cancel this Contract. If Buyer fails to notify Seller in writing before such period, it shall be presumed that the Property is suitable to Buyer's needs, and Buyer's right to cancel the Contract shall immediately terminate.

Buyer agrees conduct all inspections and studies in the least obtrusive manner and to indemnify and hold Seller harmless from any and all claims, losses, or liabilities arising out of or in any way connected with such inspections.

3. All lots are fully platted in accordance with Brevard County requirements. Buyer understands that in order for all the lots to be buildable, all streets within the subdivision must be paved, and water must be provided, either through a public utility or private water treatment plant. All paved roads within the platted subdivision have been accepted by Brevard County. Seller has and will convey to Buyer at Closing permits for completion of the unpaved public streets.

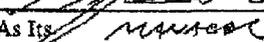
4. The Deposit shall be non-refundable unless Buyer cancels this Contract on or before November 20, 1999, because of suitability. If such notice is given, the entire Deposit will be immediately refunded to Buyer.

5. Buyer is a licensed real estate broker in the State of Colorado. Buyer will provide documentation to Seller within 48 hours of Effective Date verifying Buyer's financial ability to close this transaction.

SELLER

HOWBERT, L.C.

By: 

As Its 

BUYER


CHARLES H. WAHLEN

Dated: 11/9/99

Dated: 11/9/99

EXHIBIT C

Terms of Financing Purchase

Full Cash Purchase (complete)

EXHIBIT D

Full Company Financials and Corporate Structure

**Deloitte &
Touche**



***CRL, Inc. and
Subsidiaries***

*Consolidated Financial Statements for the
Three Months Ended September 30, 1999
and Independent Accountants' Review Report*



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
CRL, Inc.
Englewood, Colorado:

We have reviewed the accompanying consolidated balance sheet of CRL, Inc. and subsidiaries (the "Company") as of September 30, 1999, and the related consolidated statement of income and comprehensive income, stockholders' equity, and cash flows for the three months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of CRL, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in conformity with generally accepted accounting principles.

Deloitte & Touche LLP

December 10, 1999

CRL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

SEPTEMBER 30, 1999

(See Independent Accountants' Review Report)

(Dollars in Thousands)

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 6,583
Accounts and notes receivable	553
Inventories	476
Due from related parties	181
Other current assets	610
	<hr/>
Total current assets	8,403

INVESTMENTS AND OTHER ASSETS:

Investment in unconsolidated affiliate	38,623
Marketable equity securities available for sale	2,343
Other investments	470
Due from related parties	11,023
Notes receivable	142
Other assets	2,000
	<hr/>
Total investments and other assets	54,601

PROPERTY, PLANT AND EQUIPMENT:

Land and land improvement	329
Buildings and improvements	1,862
Machinery and equipment	4,553
	<hr/>
	6,744
Accumulated depreciation	(1,689)
	<hr/>
Net property, plant and equipment	5,055

TOTAL ASSETS

\$ 68,059

See notes to consolidated financial statements.

CRL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

SEPTEMBER 30, 1999

(See Independent Accountants' Review Report)

(Dollars in Thousands)

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable	\$ 171
Accrued expenses	357
Due to related parties	214
Current maturities of long-term debt	7,507
Income taxes payable	42

Total current liabilities 8,291

LONG-TERM DEBT, less current maturities 8,342

OTHER LIABILITIES:

Deferred compensation and other liabilities	200
Deferred income taxes	2,456

Total other liabilities 2,656

COMMITMENTS AND CONTINGENCIES

STOCKHOLDERS' EQUITY:

Preferred stock, without par value; 50,000 shares authorized; none issued	
Common stock, without par value; 60,000 shares authorized; 35,659 shares issued; 12,943 shares outstanding	36
Additional paid-in capital	1,211
Retained earnings	94,829
Foreign currency translation adjustment - unconsolidated affiliate, net of tax	(353)
Unrealized holding loss - unconsolidated affiliate, net of tax	(83)
Unrealized holding gain on available for sale securities	597
Treasury stock, at cost	(47,467)

Total stockholders' equity 48,770

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ 68,059

See notes to consolidated financial statements.

CRL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF INCOME AND COMPREHENSIVE INCOME THREE MONTHS ENDED SEPTEMBER 30, 1999 (See Independent Accountants' Review Report) (Dollars in Thousands)

NET SALES, INTEREST AND OTHER INCOME:

Net sales	\$ 1,367
Interest income	184
Other income	<u>50</u>

Total net sales, interest and other income 1,601

COSTS AND EXPENSES:

Cost of goods sold	1,026
General and administrative expenses	611
Interest expense	<u>309</u>

Total costs and expenses 1,946

LOSS FROM CONSOLIDATED OPERATIONS BEFORE INCOME TAX BENEFIT

(345)

INCOME TAX BENEFIT

91

LOSS FROM CONSOLIDATED OPERATIONS

(254)

EQUITY IN INCOME OF UNCONSOLIDATED AFFILIATE - NET OF INCOME TAXES

1,067

NET INCOME

813

OTHER COMPREHENSIVE INCOME

Foreign currency translation adjustment - unconsolidated affiliate, net of tax	41
Change in unrealized holding gain on investments	<u>93</u>

Total other comprehensive income 134

COMPREHENSIVE INCOME

\$ 947

See notes to consolidated financial statements.

CRL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

THREE MONTHS ENDED SEPTEMBER 30, 1999

(See Independent Accountants' Review Report)

(Dollars in Thousands)

	Common Stock Number of Shares	Amount	Additional Paid-in Capital	Retained Earnings	Foreign Currency Translation - Unconsolidated Affiliate	Unrealized Holding Loss- Unconsolidated Affiliate	Unrealized Holding Gain - Available for Sale Securities	Treasury Stock
BALANCE, JUNE 30, 1999	35,659	\$ 36	\$ 1,214	\$ 94,016	\$ (394)	\$ (83)	\$ 504	\$ (47,467)
Net income				813				
Change in unrealized holding gain on available for sale securities							93	
Equity transactions of unconsolidated affiliate			(3)		41			
BALANCE, SEPTEMBER 30, 1999	<u>35,659</u>	<u>\$ 36</u>	<u>\$ 1,211</u>	<u>\$ 94,829</u>	<u>\$ (353)</u>	<u>\$ (83)</u>	<u>\$ 597</u>	<u>\$ (47,467)</u>

See notes to consolidated financial statements.

CRL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS THREE MONTHS ENDED SEPTEMBER 30, 1999 (See Independent Accountants' Review Report) (Dollars in Thousands)

OPERATING ACTIVITIES:

Net income	\$ 813
Adjustments to reconcile net income to net cash used in operating activities:	
Equity in income of unconsolidated affiliate	(1,067)
Depreciation and amortization	280
Noncash charges and credits, net	(96)
Deferred income tax benefit	(91)
Changes in:	
Accounts receivable	73
Inventories	(107)
Accounts payable and accrued expenses	(410)
Due from/to related parties	291
Other assets and liabilities	208
	<hr/>
Net cash used in operating activities	(106)

INVESTING ACTIVITIES:

Advances to related parties	(169)
Payments received from related parties	208
Acquisition of assets	(883)
	<hr/>
Net cash used in investing activities	(844)

FINANCING ACTIVITIES:

Borrowings on long-term debt	7,400
Payments of long-term debt and deferred compensation	(27)
	<hr/>
Net cash provided by financing activities	7,373

NET INCREASE IN CASH	6,423
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	<hr/> 160
CASH AND CASH EQUIVALENTS AT END OF PERIOD	<hr/> <u>\$ 6,583</u>

See notes to consolidated financial statements.

CRL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS THREE MONTHS ENDED SEPTEMBER 30, 1999 (See Independent Accountants' Review Report) (Dollars in Thousands)

1. DESCRIPTION OF BUSINESS

CRL, Inc. (the "Company") is a privately-held holding company which has investments in equity securities, land, commercial properties, aviation operations and a refrigerated storage facility.

2. SIGNIFICANT ACCOUNTING POLICIES

Consolidation – The consolidated financial statements include the accounts of the Company and all of its majority-owned subsidiaries. Investments in affiliates in which the Company owns a 20% to 50% interest are accounted for using the equity method. All material intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Cash and Cash Equivalents – Cash equivalents consist of highly liquid investments with original maturities of three months or less.

Inventories – Inventories are stated at the lower of cost or market. Inventories consist primarily of fuel, spare parts and promotional materials. The related cost has been determined by the FIFO method for fuel and by the specific identification method for all other inventories.

Investments – Realized investment gains and losses are recognized on the specific identification method.

Property, Plant and Equipment – Property, plant and equipment are stated at cost. For both financial accounting and income tax reporting purposes, depreciation is computed using accelerated methods over the estimated useful lives of the assets.

Long-Lived Assets – The Company evaluates the potential impairment of long-lived assets and long-lived assets to be disposed of in accordance with Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of." As of September 30, 1999, management believes there was no impairment of the Company's long-lived assets.

Income Taxes – Effective July 1, 1999, the Company became an "S Corporation," passing through its income to stockholders. The Company will be required to make tax payments in the future for built-in gains recognized for tax purposes.

3. INVESTMENT IN UNCONSOLIDATED AFFILIATE

The Company owns 2,073,436 shares of common stock of Katy Industries, Inc. ("Katy"), a 25% interest as of September 30, 1999. Katy is a publicly traded company, headquartered in Englewood, Colorado, and has domestic and international operations in various manufacturing industries. Katy's fiscal year end is December 31. The fair value of the investment in Katy at December 10, 1999 is approximately \$20.5 million based on the quoted market price.

The condensed financial information which follows presents the Company's proportionate share of the financial position and results of operations of Katy as of September 30, 1999.

Current assets	\$ 62,793
Current liabilities	<u>(28,378)</u>
Net current assets	<u>34,415</u>
Noncurrent assets	60,331
Noncurrent liabilities	<u>(56,123)</u>
Net noncurrent assets	<u>4,208</u>
Stockholders' equity	<u>\$ 38,623</u>
Investment in unconsolidated affiliate	<u>\$ 38,623</u>
Net sales	\$ 36,056
Costs and expenses	<u>34,352</u>
Income before income taxes	1,704
Income tax expense	<u>637</u>
Equity in net income of unconsolidated affiliate	<u>\$ 1,067</u>

4. MARKETABLE EQUITY SECURITIES AND OTHER INVESTMENTS

The Company has marketable equity securities which are accounted for in accordance with SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities." SFAS No. 115 requires, among other things, that securities which are available for sale be classified as such and stated at their fair value with the unrealized holding gain or loss accounted for as a separate component of stockholders' equity.

The cost and fair value of the Company's marketable equity securities at September 30, 1999 are as follows:

	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
Equity securities	<u>\$ 1,423</u>	<u>\$ 1,571</u>	<u>\$ (651)</u>	<u>\$ 2,343</u>

The Company's other investments, which are accounted for at the lower of cost or market consist of the following at September 30, 1999:

Beacon Mortgage Company, LLC	\$ 142
Agri-Holdings International, Inc.	201
KRG Capital Fund I, LP	<u>127</u>
Total other investments	<u>\$ 470</u>

5. COMMITMENTS AND CONTINGENCIES

The Company is obligated under noncancelable operating leases for office space. The future minimum rental payments are as follows:

2001	\$ 104
2002	107
2003	109
2004	111
2005	<u>64</u>
Total	<u>\$ 495</u>

The rental expense for the three months ended September 30, 1999 was \$28.

The Company serves as a guarantor on the indebtedness of a related limited liability company's credit and security agreement with a bank. At September 30, 1999, the outstanding balance of the note is approximately \$2,249.

6. RELATED PARTIES

The amounts due to and from related parties at September 30, 1999 are as follows:

Amounts due from current shareholders	\$ 9,108
Amounts due from affiliated companies	2,096
Amounts due to affiliated companies	<u>(214)</u>
Total	<u>\$ 10,990</u>
Current asset	\$ 181
Noncurrent asset	11,023
Current liability	<u>(214)</u>
Total	<u>\$ 10,990</u>

7. DEBT

Debt is comprised of the following at September 30, 1999:

Revolving note payable, interest at LIBOR plus 1.75% (7.2% at September 30, 1999), due through February 2000, collateralized by the Company's investment in Katy	\$ 7,400
Note due to financing company, interest at 7.79%, due through March 2009, collateralized by an airplane	1,449
Note payable, interest at the Bank of America National Taxable Index (5.45% at September 30, 1999), due through September 2017	<u>7,000</u>
	15,849
Less current maturities	<u>7,507</u>
Total long-term debt	<u><u>\$ 8,342</u></u>

Total interest paid during the three months ended September 30, 1999 was \$309.

Annual maturities of long-term debt at September 30, 1999 are as follows:

2000	\$ 7,507
2001	291
2002	550
2003	560
2004	571
Thereafter	<u>6,370</u>
Total	<u><u>\$ 15,849</u></u>

8. INCOME TAXES

The Company has converted to an "S Corporation" for income tax purposes. In connection with this election, the tax law requires the Company to remain subject to a corporate level tax on realized built-in gains recognized for tax purposes during the ten-year period after the conversion. Net unrealized built-in gain is the amount by which, in the aggregate, the fair market values of the Company's assets exceed their tax bases at the date of the S election. At September 30, 1999, the Company has net unrealized built-in-gains and hence a deferred tax liability totalling \$2,456, which is reflected in the accompanying financial statements. In addition, the Company recognized income of approximately \$91 from the conversion to an S Corporation.

* * * * *

CRL, INC.
CONSOLIDATED BALANCE SHEETS
(\$000'S)

March 31, 2000

September 30, 1999
(Reviewed)

ASSETS:

CURRENT ASSETS:

Cash and cash equivalents	\$2,264	\$6,583
Accounts and notes receivable	687	553
Inventories	975	476
Deferred/prepaid income taxes	0	0
Due from related parties	237	181
Other current assets	533	610
Total current assets	4,696	8,404

INVESTMENTS AND OTHER ASSETS:

Investment in unconsolidated subsidiaries	39,431	38,623
Other investments	2,625	2,813
Due from related parties	10,838	11,023
Notes Receivable	342	142
Other assets	2,005	2,000
Total investments and other assets	55,242	54,601

PROPERTY, PLANT AND EQUIPMENT:

Land and improvements	329	329
Buildings, Improvements and CIP	6,382	1,862
Machinery and equipment	4,600	4,553
	11,312	6,744
Accumulated depreciation	(2,209)	(1,689)
Total property, plant and equipment	9,102	5,055

TOTAL ASSETS

	\$69,040	\$68,060
--	----------	----------

CRL, INC.
CONSOLIDATED BALANCE SHEETS
(\$000'S)

March 31, 2000

September 30, 1999
(Reviewed)

LIABILITIES AND STOCKHOLDERS' EQUITY:

CURRENT LIABILITIES:

Accounts payable	\$287	\$171
Accrued expenses	220	357
Due related parties	125	214
Current maturities of long-term debt	8,500	7,400
Income taxes	13	41
Total current liabilities	9,145	8,184

LONG-TERM DEBT LESS CURRENT MATURITIES

8,397 8,449

OTHER LIABILITIES:

Deferred compensation	101	200
Deferred income taxes	2,459	2,456
Other	0	0
Total other liabilities	2,560	2,656

STOCKHOLDERS' EQUITY:

Common stock	36	36
Capital Surplus	1,126	1,211
Retained earnings	95,219	94,829
Unrealized holding gains - unconsolidated subsidiaries	432	514
Foreign currency translation adjustment - unconsolidated subsidiaries	(408)	(353)
Treasury Stock	(47,467)	(47,467)
Total stockholders' equity	48,937	48,770

TOTAL LIABILITIES & STOCKHOLDERS' EQUITY

\$69,040 \$68,060

CRL, INC.
CONSOLIDATED INCOME STATEMENTS
(\$000'S)

	YTD 3/31/00	Three Months Ended 3/31/00	Three Months Ended 12/31/99
Revenues:			
Net Sales	\$3,473	\$2,157	1,315
Net gain on disposition of assets	(73)	(73)	0
Interest Income	491	244	247
Other Income	150	55	95
Total Revenue	4,040	2,383	1,657
Costs and Expenses:			
Cost of Goods Sold	2,861	1,657	1,204
General and administrative expenses	1,876	802	1,073
Operating expenses	88	88	
Interest expense	84	104	(20)
Total Costs and Expenses	4,908	2,651	2,257
Income from Consolidated Operations before Income Taxes	(868)	(268)	(600)
Income Tax Expense (Benefit)	0	0	0
Income From Consolidated Operations	(868)	(268)	(600)
Equity in Income of Unconsolidated Affiliate			
Net of Income Taxes	1,258	159	1,099
Net Income	\$389	(\$109)	\$499

CRL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
THREE MONTHS ENDED MARCH 31, 2000

OPERATING ACTIVITIES:

Net Income	\$389,489
Adjustments to reconcile net income to net cash used in operating activities:	
Equity in income of unconsolidated affiliate	(1,257,850)
Depreciation and amortization	244,452
Noncash charges and credits, net	656,269
Deferred income tax provision (benefit)	
Net Gain on disposition of assets	
Changes in:	
Accounts and notes receivable	(108,042)
Inventories	(178,703)
Accounts payable and accrued expenses	(99,620)
Due to related parties	(56,087)
Other assets and liabilities	23,028
Net cash used in operating activities	<u>(387,064)</u>

INVESTING ACTIVITIES:

Lease and installment note payments collected	
Advances to related parties	(200,000)
Payments received from related parties	726,743
Acquisitions of assets/Construction in Progress	(3,716,278)
Proceeds from sale of assets	
Net cash used in investing activities	<u>(3,189,535)</u>

FINANCING ACTIVITIES:

Borrowings on revolving notes payable	600,000
Payments of long-term debt and deferred compensation	(627,381)
Proceeds from borrowing on long-term debt	
Acquisition of treasury stock	
Payments to affiliates for reorganization	
Net cash provided by (used in) financing activities	<u>(27,381)</u>

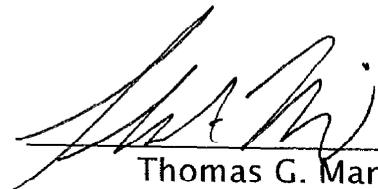
NET INCREASE (DECREASE) IN CASH	(3,603,980)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>5,867,521</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u><u>\$2,263,541</u></u>

Financial Statement

Of

Thomas G. Martino

Submitted July, 2000


Thomas G. Martino

Thomas G. Martino
7900 Fox Creek Trail
Franktown, CO 80116

Home: 303.660.4485
Cell/Office: 303.475.2995
Pager: 303.208.5086
Fax: 303.660.4490

Financial Statement

Income

Fox Television, Broadcaster	\$200,000
KHOW Radio, Talk Show Host	\$250,000
Rescue Radio, Inc., Owner	\$600,000
Real Estate Development	\$700,000

Total Annual Income.....\$1,750,000

Expenses

Home Mortgage	\$27600
Property Taxes	\$6640
Insurance	\$2870
Utilities	\$4000
Food & Groceries	\$8000
Credit Cards (clothing, gas, entertainment)	\$24000

Total Annual Expenses.....\$73,110

Assets

→ \$10,182,030.25

Liabilities

→ \$723,000.00

Net Worth

→ \$9,459,030.25

BALANCE SHEET**ASSETS****LIABILITIES**

Personal Residence	\$2,000,000.00
Home Furnishings & Art	\$100,000.00
Computers, Electronics & Musical Instruments	\$125,000.00
Gym Equipment	\$15,000.00
Shop Equipment & Tools	\$30,000.00
Prevost Marathon Motorcoach	\$750,000.00
Barn Equipment & Tack	\$15,000.00
Arabian Horses	\$15,000.00
Personal Investment Portfolio	\$1,443,000.00
Real Estate Equity	\$5,689,030.25
TOTAL ASSETS	\$10,182,030.25

Home Loan	\$390,000.00
Credit Cards: Paid in full each month	\$0.00
Auto Loans: Autos supplied through radio show	\$0.00
CTI Motorcoach Loan	\$333,000.00
TOTAL LIABILITIES	\$723,000.00

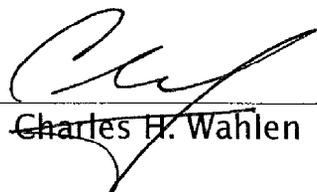
NET WORTH**\$9,459,030.25**

Financial Statement

Of

Charles H. Wahlen

Submitted April, 2000



Charles H. Wahlen

Charles H. Wahlen
4053 S. Olathe Crt.
Aurora, CO 80013

Financial Statement

Home: 303.690.1388
Office: 303.779.7979
Cell: 303.822.0222
Fax: 303.779.6862

Income

Wahlen Properties (Real Estate)	\$125,000
Real Estate Development	\$650,000

Total Annual Income.....\$775,000

Expenses

Home Mortgage	\$14,000
Property Taxes	\$1,700
Insurance	\$4,800
Utilities	\$1,400
Food & Groceries	\$11,000
Credit Cards (clothing, gas, entertainment)	\$24,000

Total Annual Expenses.....\$44,900

Assets

\$5,456,530.25

Liabilities

\$121,000.00

Net Worth

\$5,335,530.25

BALANCE SHEET**ASSETS****LIABILITIES**

Personal Residence	\$212,000.00
Home Furnishings & Art	\$50,000.00
Computers, Electronics & Musical Instruments	\$3,000.00
Motor Vehicles	\$42,000.00
Two Boats	\$24,000.00
Grand Lake Vacation Home	\$480,000.00
Personal Investment Portfolio	\$192,000.00
Real Estate Equity	\$4,453,530.25

Home Loan	\$121,000.00
Credit Cards: Paid in full each month	\$0.00
Auto Loans:	\$0.00

TOTAL ASSETS \$5,456,530.25

TOTAL LIABILITIES \$121,000.00

NET WORTH**\$5,335,530.25**

EXHIBIT E

The facility is not currently in existence, with the exception of wells utilized for irrigation. There are no notices of violation with the State as no single-family homes are being served. I have done the following as immediate needs:

1. Contracted with W. F. McCain & Associates, Inc. for the following:
 - a. Re-permit and upgrade the clubhouse treatment system so that the existing well water may continue to be used by the clubhouse.
 - b. Design, permit, and oversee the construction of an 80,000+/- GPD drinking water facility to serve the community.

All of these activities are currently under way.



Charles Wahlen
Date 8/8/00

EXHIBIT F

LEGAL NOTICE

Notice is hereby given on August 31, 2000, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of **San Sebastian Utilities** from (seller) Mr. Mike Howard to (buyer) **San Sebastian Water, LLC**, (Mr. Tom Martino, Manager), providing service to the following described territory in Brevard County, Florida.

Legal Description: Township 30 South, Range 38 East, Section 14, which includes that portion of the south $\frac{1}{2}$ of said Section 14 lying east of the Florida East Coast Railroad and west of US Highway 1, less the north 250 feet thereof, and Section 23, that part of the east $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of said Section 23 lying east of the east right-of-way of the Florida East Coast Railroad, and the north 400 feet of said Section 23 lying east of the Florida East Coast Railroad and west of US Highway 1; less that portion thereof described as beginning at the intersection of the western right-of-way of US Highway 1 and the northern right-of-way of Tenth Street; thence North $89^{\circ}38'$ east a distance of 605 feet, more or less, to the east right-of-way of Third Street; thence north, following said right-of-way of Third Street, a distance of 265 feet, more or less, to the south right-of-way of Eleventh Street; thence north, following said right-of-way of Eleventh Street, a distance of 605 feet, more or less, to the western right-of-way of US Highway 1; thence south, following said right-of-way of US Highway 1, a distance of 265 feet, more or less, to the Point of Beginning.

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

Utility Address
San Sebastian Utilities, Inc.
8730 US 1
Micco, Florida 32976

Mailing Address
San Sebastian Utilities, Inc.
6921 Vickie Circle
West Melbourne, Florida 32904

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
08/09/2000-10/07/2000

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>BREVARD COUNTY</u>	
CGD CORPORATION (WS031) 7600 U.S. 1 MICCO, FL 32976-7437	ROBERT ROTH (617) 762-2666
COLONY PARK UTILITIES, INC. (SU288) 1447 NEWFOUND HARBOR DRIVE MERRITT ISLAND, FL 32962-2854	LENORE WARREN (407) 453-1400
EAST CENTRAL FLORIDA SERVICES, INC. (WU643) 1700 13TH STREET, SUITE 2 ST. CLOUD, FL 34769-4300	JAMES B. PAYNE (407) 957-6744
FLORIDA CITIES WATER COMPANY (BAREFOOT BAY DIVISION) (WS007) 4837 SWIFT ROAD, SUITE 100 SARASOTA, FL 34231-5157	LARRY GOOD (407) 933-5514
FLORIDA WATER SERVICES CORPORATION (WU561) P. O. BOX 609520 ORLANDO, FL 32860-9520	MATTHEW FEIL (407) 598-4260
NORTHGATE PROPERTIES, INC. (WS172) 3277 FIRST AVENUE MIMS, FL 32754-3134	LESTER GROOMS (904) 428-0094
PINE LAKE MOBILE HOME ESTATES, INC. (SU698) 2505 EBER BLVD. MELBOURNE, FL 32904-8848	MARY DARRELL (407) 723-2764 OR -2125
SAN SEBASTIAN UTILITIES, INC. (WU388) % HOWBERT, L.C. 6921 VICKIE CIRCLE MELBOURNE, FL 32904-2262	MICHAEL HOWARD (321) 724-6771
SERVICE MANAGEMENT SYSTEMS, INC. (WS571) 235 HAMMOCK SHORE DRIVE MELBOURNE BEACH, FL 32951-3941	JAMES BATES (407) 723-2522

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
08/09/2000-10/07/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY
P. O. BOX H
TITUSVILLE, FL 32781-0219

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

EAST CENTRAL FLORIDA PLANNING COUNCIL
1011 WYMORE ROAD, SUITE 105
WINTER PARK, FL 32789

MAYOR, CITY OF CAPE CANAVERAL
P. O. BOX 326
CAPE CANAVERAL, FL 32920-0326

MAYOR, CITY OF COCOA
P. O. BOX 1750
COCOA, FL 32923-1760

MAYOR, CITY OF COCOA BEACH
UTILITIES DIRECTOR
P. O. BOX 322430
COCOA BEACH, FL 32932-2430

MAYOR, CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DRIVE
INDIAN HARBOUR BEACH, FL 32937-4447

MAYOR, CITY OF MELBOURNE
900 EAST STRAWBRIDGE AVENUE
MELBOURNE, FL 32901-4739

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
08/09/2000-10/07/2000

<u>UTILITY NAME</u>	<u>MANAGER</u>
MAYOR, CITY OF PALM BAY 120 MALABAR ROAD, S.E. PALM BAY, FL 32907-3009	
MAYOR, CITY OF ROCKLEDGE P. O. BOX 488 ROCKLEDGE, FL 32966	
MAYOR, CITY OF SATELLITE BEACH 565 CASSIA BLVD. SATELLITE BEACH, FL 32937-3197	
MAYOR, CITY OF TITUSVILLE P. O. BOX 2806 TITUSVILLE, FL 32781-2806	
MAYOR, CITY OF WEST MELBOURNE 2285 MINTON ROAD WEST MELBOURNE, FL 32904-4916	
MAYOR, TOWN OF INDIALANTIC P. O. BOX 3108 INDIALANTIC, FL 32903-0108	
MAYOR, TOWN OF MALABAR 2725 MALABAR ROAD MALABAR, FL 32950-1427	
MAYOR, TOWN OF MELBOURNE BEACH 507 OCEAN AVENUE MELBOURNE BEACH, FL 32951-2523	
MAYOR, TOWN OF MELBOURNE VILLAGE 555 HAMMOCK ROAD MELBOURNE VILLAGE, FL 32904-2513	

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
08/09/2000-10/07/2000

UTILITY NAME

MANAGER

MAYOR, TOWN OF PALM SHORES
151 PALM CIRCLE
PALM SHORES, FL 32940-7209

ST. JOHNS RIVER WTR. MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

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

EXHIBIT G

To be filled out at a future date

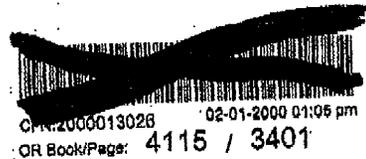
EXHIBIT H

To be filled out at a future date

EXHIBIT I

Evidence of Ownership

Deed



THIS DEED IS BEING RE-RECORDED TO CORRECT THE ACTUAL YEAR OF SIGNING AS ORIGINALLY RECORDED. IN OFFICIAL RECORDS BOOK 4115, PAGE 3401, ON FEBRUARY 1, 2000, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Parcel ID Number: 30-38-14-HH-2-1
Grantee #1 TEN:

Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 14 #Names: 2
Trust: 7.50 Rec: 57.00 Serv: 0.00
Deed: 9,800.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

Warranty Deed

This Indenture, Made this 20th day of January, 2000, ~~1999~~ A.D., Between HOWBERT, L.C., a Florida limited liability company,

of the County of BREVARD, State of Florida, grantor, and MICCO PROPERTIES, LLC, a Florida limited liability company,

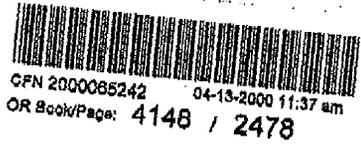
whose address is: 7900 FOX CREEK TRAIL, FRANKTOWN, Colorado 80116

of the County of _____, State of Colorado, grantee.
Witnesseth that the GRANTOR, for and in consideration of the sum of _____ TEN & NO/100 (\$10.00) DOLLARS,

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of BREVARD, State of Florida to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1999.



Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 14 #Names: 2
Trust: 7.50 Rec: 57.00 Serv: 0.00
Deed: 9,800.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Printed Name: FREDERICK B...
Witness

HOWBERT, L.C., a Florida limited liability company
By:
MICHAEL F. HOWARD (Seal)
MANAGER
P.O. Address 6921 VICKI CIRCLE, MELBOURNE, FL 32904

Printed Name: GARY B. FRESE
Witness

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 20th day of January, 2000, by MICHAEL F. HOWARD, MANAGER of HOWBERT, L.C., a Florida limited liability company,

who is personally known to me.
This Document Prepared By:
Gary B. Frese
FRESE, NASH & HANSEN, P.A.
930 S. Harbor City Blvd. Suite 505
Melbourne, FL 32901



EXHIBIT "A"



CFN:2000013026
OR Book/Page: 4115 / 3402

PARCEL 1:

A portion of Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida, being a subdivision of Government Lot 7 and the South Half of Government Lot 3, Section 14, and part of Government Lots 1, 3 and 7, Section 23, all lying in Township 30 South, Range 38 East, more particularly described as follows:

Begin at the Northwest corner of said South Half of Government Lot 3, Section 14; thence run South 89 degrees 54 minutes 15 seconds East along the North line of said South Half of Government Lot 3 (said North line also being the centerline of 16th Street), a distance of 983.37 feet to the centerline of Third Avenue; thence run South 24 degrees 40 minutes 16 seconds East along said centerline of Third Avenue, a distance of 380.03 feet to the centerline of 15th Street; thence run North 89 degrees 38 minutes 15 seconds West along said centerline of 15th Street, a distance of 127.32 feet; thence run South 0 degrees 21 minutes 45 seconds West a distance of 166.98 feet; thence run South 89 degrees 38 minutes 15 seconds East, a distance of 205.30 feet to the centerline of Third Avenue; thence run South 24 degrees 40 minutes 16 seconds East along said centerline of Third Avenue, a distance of 99.32 feet to the centerline of Daytona Boulevard; thence run North 40 degrees 15 minutes 09 seconds East along said centerline of Daytona Boulevard, a distance of 448.40 feet; thence run South 49 degrees 28 minutes 07 seconds East a distance of 179.34 feet; thence run North 42 degrees 37 minutes 14 seconds East, a distance of 69.76 feet; thence run North 07 degrees 58 minutes 44 seconds East, a distance of 49.44 feet; thence run North 50 degrees 12 minutes 31 seconds West a distance of 155.83 feet to the centerline of Daytona Boulevard; thence run North 40 degrees 15 minutes 09 seconds East along said centerline, a distance of 121.92 feet to the westerly right of way line of U.S. Highway No. 1; thence run South 23 degrees 58 minutes 30 seconds East along said Westerly right of way line, a distance of 656.89 feet to the centerline of 14th Street; thence run North 89 degrees 38 minutes 15 seconds West along said centerline of 14th Street, a distance of 108.37 feet; thence run South 00 degrees 21 minutes 45 seconds West, a distance of 166.98 feet; thence run South 89 degrees 38 minutes 15 seconds East, a distance of 67.85 feet; thence run South 00 degrees 21 minutes 45 seconds West, a distance of 166.95 feet to the centerline of 13th Street; thence run North 89 degrees 38 minutes 15 seconds West along said centerline of 13th Street, a distance of 476.38 feet to the centerline of Third Avenue; thence run South 21 degrees 16 minutes 40 seconds East along said centerline of Third Avenue, a distance of 359.22 feet to the centerline of 12th Street; thence run South 89 degrees 38 minutes 15 seconds East along said centerline of 12th Street; (centerline also being the South line aforesaid Section 14), a distance of 326.91 feet; thence run South 00 degrees 21 minutes 45 seconds West, a distance of 166.95 feet; thence run North 89 degrees 38 minutes 15 seconds West, a distance of 37.69 feet; thence run South 00 degrees 21



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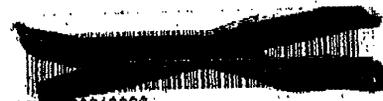
minutes 45 seconds West, a distance of 166.95 feet to the centerline of 11th Street; thence run North 89 degrees 38 minutes 15 seconds West along said centerline of 11th Street, a distance of 180.46 feet to the centerline of Third Avenue; thence run South 19 degrees 44 seconds 30 seconds East along said centerline of Third Avenue, a distance of 177.80 feet; thence North 89 degrees 38 minutes 15 seconds West, a distance of 134.81 feet; thence run South 00 degrees 21 minutes 45 seconds West, a distance of 166.95 feet to the centerline of 10th Street; thence run North 89 degrees 38 minutes 15 seconds West, along said centerline of 10th Street, a distance of 1538.13 feet to the centerline of Daytona Boulevard; thence run South 40 degrees 15 minutes 09 seconds West along said centerline, a distance of 629.44 feet to the East Right of Way of the Florida East Coast Railway; thence run North 02 degrees 14 minutes 24 seconds West, along said east Right of Way line, a distance of 721.85 feet; thence run South 89 degrees 38 minutes 15 seconds East, a distance of 226.54 feet; thence run North 00 degrees 08 minutes 26 seconds West, a distance of 95.77 feet to the centerline of 11th Street; thence run North 89 degrees 38 minutes 15 seconds West along said centerline, a distance of 230.06 feet to the East Right of Way line of the Florida East Coast Railway; thence run North 02 degrees 14 minutes 24 seconds West along said East right of way line a distance of 334.25 feet to the centerline of 12th Street. (said centerline also being the South line of Section 14); thence run South 89 degrees 38 minutes 15 seconds East along said centerline, a distance of 415.90 feet to the centerline of Seventh Avenue (said centerline also being the South Quarter corner of Section 14); thence run North 01 degrees 28 minutes 56 seconds West along said centerline of Seventh Avenue (said centerline also being the West line of the Southeast Quarter of Section 14), a distance of 1342.24 feet to the POINT OF BEGINNING.

LESS the following Lots 108, 112, 121, 123, 128, 406, 407 and 416, being more particularly described by those instruments recorded in Official Records Book 2805, Page 338; Official Records Book 2960, Page 375; Official Records Book 2973, Page 2138; Official Records Book 2822, Page 1518; Official Records Book 2839, Page 465; Official Records Book 2876, Page 896; Official Records book 2870, Page 2501; Official Records Book 2816, Page 1657, all in the Public Records of Brevard County, Florida.

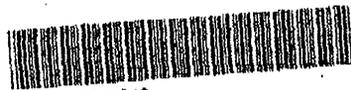
PARCEL 2:

Begin at the Southeast corner of the Southwest Quarter of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point being the POINT OF BEGINNING of this description; run North 89 degrees 38 minutes 15 seconds West, a distance of 415.90 feet to the Easterly right of way of the Florida East Coast Railway; thence run North 02 degrees 14 minutes 24 seconds West along the Easterly right of way of the said Florida East Coast Railway, a distance of 1340.91 feet; thence run South 89 degrees 54 minutes 15 seconds East, a distance of 433.58 feet to the Northwest corner of the South Half of Government Lot 3 of said Section 14; thence run South 01 degrees 28 minutes 56 seconds East along the centerline of Seventh Avenue, a distance of 1342.24 feet to the POINT OF BEGINNING.

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LESS AND EXCEPT the East 35.0 feet for Seventh Avenue right of way and **LESS AND EXCEPT** the following described property:

Begin at the intersection of the extension of the Southerly right of way of 13th Street, as per Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida, and the easterly right of way line of Florida East Coast Railway; run North 02 degrees 14 minutes 24 seconds West along the said Easterly right of way, a distance of 200.0 feet; thence run South 89 degrees 38 minutes 15 seconds East a distance of 155.0 feet; thence run South 02 degrees 14 minutes 24 seconds East, a distance of 200.0 feet; thence run North 89 degrees 38 minutes 15 seconds West, a distance of 155.0 feet to the POINT OF BEGINNING.

PARCEL 3:

That part of the East Half of the Northwest Quarter of Section 23, Township 30 South, Range 38 East, lying East of the East right of way line of the Florida East Coast Railroad, Brevard County, Florida, being more particularly described as follows:

Begin at the South line of the Northwest Quarter of Section 23, Township 30 South, Range 38 East, Brevard County, Florida, and the East right of way line of Florida East Coast Railway (a 100.0 foot wide right of way); thence run North 01 degrees 42 minutes 40 seconds West, along said right of way, a distance of 1489.16 feet to the intersection with the South right of way of Daytona Boulevard, as shown on Plat No. 1 of SAN SEBASTIAN, recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida; thence run North 40 degrees 15 minutes 09 seconds East along said right of way line, a distance of 481.77 feet; thence run South 0 degrees 41 minutes 58 seconds West along the West line of BAY CREST VILLA SUBDIVISION, as recorded in Plat Book O, Page 37, Public Records of Brevard County, Florida, a distance of 1855.12 feet to the aforesaid South line of the Northwest Quarter of Section 23; thence run South 89 degrees 43 minutes 03 seconds West along said South line, a distance of 244.30 feet to the POINT OF BEGINNING.

PARCEL 4:

Begin at the intersection of the extension of the Southerly Right of Way of 13th Street, as per Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida, and the Easterly right of way line of Florida East Coast Railway; run North 02 degrees 14 minutes 24 seconds West, along the said Easterly right of way, a distance of 200.00 feet; thence run South 89 degrees 38 minutes 15 seconds East, a distance of 155.0 feet; thence run South 02 degrees 14 minutes 24 seconds East, a distance of 200.00 feet; thence run North 89 degrees 38 minutes 15 seconds West, a distance of 155.0 feet to the POINT OF BEGINNING.


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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A. Lot 124, as more particularly described as follows:

A portion of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, more particularly described as follows: A portion of the Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, more particularly described as follows: Commence at the centerline intersection of Fifth Avenue and 13th Street, as shown on said Plat; thence run North 89 degrees 38 minutes 15 seconds West along the centerline of 13th Street a distance of 40.0 feet; thence run South 0 degrees 21 minutes 45 seconds West a distance of 60.0 feet to the POINT OF BEGINNING of the herein described parcel, said point also lying on the Westerly right of way line of Fifth Avenue; thence continue South 0 degrees 21 minutes 45 seconds West a distance of 65 feet; thence run North 89 degrees 38 minutes 15 seconds West a distance of 130.00 feet; thence run North 0 degrees 21 minutes 45 seconds East a distance of 90.00 feet to the Southerly right of way of 13th Street; thence run South 89 degrees 38 minutes 15 seconds East along said Southerly right of way a distance of 105.0 feet to the point of curvature of a curve concave to the Southwest; thence along said curve having a radius of 25.00, a central angle of 90 degrees 00 minutes 01 seconds, an arc distance of 39.27 feet to the POINT OF BEGINNING.

B. A portion of Lots 2 and 3, Block 12, Plat of No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15, of the public Records of Brevard County, Florida, being more particularly described as follows: Commence at the centerline intersection of Fifth Avenue and 13th Street as shown on said Plat; thence run North 89 degrees 38 minutes 15 seconds West along the centerline of 13th Street a distance of 665.12 feet; thence run South 00 degrees 21 minutes 45 seconds West a distance of 35.0 feet to the POINT OF BEGINNING, said point also being the South right of way of 13th Street; thence continue South 00 degrees 21 minutes 45 seconds West a distance of 131.98 feet; thence run North 89 degrees 38 minutes 15 seconds West a distance of 82.52 feet; thence North 00 degrees 21 minutes 45 seconds East a distance of 131.98 feet to the South right of way of 13th Street; thence run along the South right of way of 13th Street South 89 degrees 38 minutes 15 seconds East a distance of 82.52 feet to the POINT OF BEGINNING.

C. A portion of Lots 15 and 16, Block 10, Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the centerline intersection of 13th Street and Daytona Boulevard (also known as Central Avenue) as shown on said Plat; thence run North 89 degrees 38 minutes 15 seconds West along the centerline of said 13th Street a distance of 335.04 feet; thence run North 0 degrees 21 minutes 45 seconds East a distance of 35.00 feet to the Northerly right of way line of 13th Street and the POINT OF BEGINNING of the



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herein described parcel; thence run North 89 degrees 38 minutes 15 seconds West along said right of way line a distance of 82.52 feet; thence run North 0 degrees 21 minutes 45 seconds East a distance of 131.98 feet; thence run South 89 degrees 38 minutes 15 seconds East a distance of 82.52 feet; thence run South 0 degrees 21 minutes 45 seconds West a distance of 131.98 feet to the POINT OF BEGINNING, and subject to easements and right of ways of record.

- D. A portion of the Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, of the Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the centerline intersection of Fifth Avenue and 13th Street as shown on said plat; thence run North 89 degrees 38 minutes 15 seconds West along the centerline of 13th Street a distance of 252.52 feet; thence run North 0 degrees 21 minutes 45 seconds East, a distance of 35.0 feet to the POINT OF BEGINNING of the herein described parcel, said point also lying on the Northerly right of way line of 13th Street; thence continue North 0 degrees 21 minutes 45 seconds East a distance of 131.96 feet; thence run North 89 degrees 38 minutes 15 seconds West a distance of 82.52 feet; thence run South 0 degrees 21 minutes 45 seconds West a distance of 131.96 feet to the Northerly right of way of 13th Street; thence run South 89 degrees 38 minutes 15 seconds East along said Northerly right of way a distance of 82.52 feet to the POINT OF BEGINNING.

- E. A portion of Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the centerline intersection of Fifth Avenue and 13th Street as shown on said Plat; thence run North 89 degrees 38 minutes 15 seconds West along the centerline of 13th Street a distance of 747.58 feet; thence run South 00 degrees 15 minutes 36 seconds West a distance of 35.0 feet to the POINT OF BEGINNING, said point also being the Southerly right of way of 13th Street; thence continue South 00 degrees 15 minutes 36 seconds West a distance of 131.98 feet; thence run North 89 degrees 38 minutes 15 seconds West a distance of 82.52 feet; thence North 00 degrees 15 minutes 36 seconds a distance of 131.98 feet to the Southerly right of way line of 13th Street; thence run along the South 89 degrees 38 minutes 15 seconds East along said Southerly right of way a distance of 82.52 feet to the POINT OF BEGINNING.

- F. Lot 8, Block 18, Plat No. 1 SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.

- G. Lot 10, Block 27, Plat No. 1 SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida.



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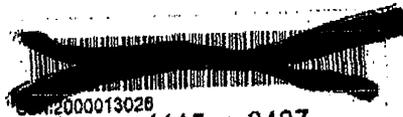
H. A portion of Lot 13, Block 10, and a portion of vacated Sixth Avenue as shown on Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, of the Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the centerline intersection of Fifth Avenue and 13th Street as shown on said Plat; thence run North 89 degrees 38 minutes 15 seconds West along the centerline of 13th Street a distance of 500.08 feet; thence run North 0 degrees 21 minutes 45 seconds East a distance of 35.00 feet to the POINT OF BEGINNING, said point also being the North right of way of 13th Street; thence run North 89 degrees 38 minutes 15 seconds West along said North right of way line 82.52 feet; thence run North 00 degrees 21 minutes 45 seconds East a distance of 131.98 feet; thence South 89 degrees 38 minutes 15 seconds East a distance of 82.52 feet; thence run South 00 degrees 21 minutes 45 seconds West a distance of 131.98 feet to the POINT OF BEGINNING. Subject to easements and right of ways of record.

- I. Lot 9 and the West 24 feet of Lot 10, Block 18, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.
 - J. Lot 10, Block 26, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida.
 - K. Lot 412, Block 12, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida.
 - L. West 17 feet of Lot 9, Block 27, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida.
 - M. Lot 1, and the East 5.5 feet of Lot 2, Block 27, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, page 15, of the Public Records of Brevard County, Florida.
 - N. Lots 1 and 11, Block 19, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida.
- Lots 1, 7, 8 and 9, Block 26, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida.
- Lot 11, Block 27, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida.



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A parcel of land being a portion of Lots 22 and 23, Block 5, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of 14th Street and Daytona Boulevard; thence North 89 degrees 38 minutes 15 seconds West along the centerline of 14th Street, a distance of 154.26 feet; thence departing said centerline run North 00 degrees 24 minutes 45 seconds East a distance of 35.00 feet to the North right of way line of 14th Street; thence departing said North right of way line run North 00 degrees 24 minutes 45 seconds East, a distance of 131.98 feet; thence South 89 degrees 38 minutes 15 seconds East a distance of 137.94 feet to the Westerly right of way line of Third Avenue, thence run South 24 degrees 34 minutes 24 seconds East along said Westerly right of way line, a distance of 70.63 feet to the point of curvature of a curve concave to the Northwest and having a radius of 25.00 feet; thence run Southeasterly along the arc of said curve for a distance of 28.25 feet and through a central angle of 64 degrees 44 minutes 03 seconds to the point of tangency of the Northwesterly right of way line of Daytona Boulevard; thence South 40 degrees 15 minutes 09 seconds West along said Northwesterly right of way line a distance of 40.67 feet to the point of curvature of a curve concave to the Northwest and having a radius of 25.00 feet; thence run Southeasterly along the arc of said curve a distance of 21.90 feet and through a central angle of 50 degrees 12 minutes 06 seconds to the point of tangency of the aforesaid Northerly right of way line of 14th Street; thence North 89 degrees 38 minutes 15 seconds west along said North right of way line a distance of 119.64 feet to the POINT OF BEGINNING. (The above parcel is known as Lot 501.)

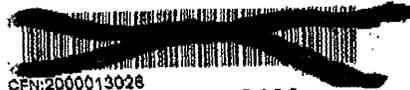
Lot 16, Block 25, and the West 35.00 feet of Sixth Avenue (vacated per Official Records Book 2314, Page 518), Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of Central Avenue (Fifth Ave. per Plat) and 10th Street; thence North 89 degrees 38 minutes 15 seconds West along the centerline of 10th Street, a distance of 349.00 feet to the centerline of Sixth Avenue (vacated); thence run North 00 degrees 15 minutes 38 seconds East along said centerline a distance of 35.00 feet; to the North right of way line of 10th Street and the POINT OF BEGINNING of the herein described parcel of land; thence North 89 degrees 38 minutes 15 seconds West along said North right of way line a distance of 95.00 feet to the West line of Lot 16, Block 25; thence North 00 degrees 15 minutes 38 seconds East along said West line a distance of 131.98 feet to the North line of said Lot 16, Block 25; thence South 89 degrees 38 minutes 15 seconds East along said North line a distance of 95.00 feet to the centerline of Sixth Avenue (vacated); thence South 00 degrees 15 minutes 38 seconds east along said centerline a distance of 131.98 feet to the POINT OF BEGINNING.

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A parcel of land being a portion of Lots 1, 4, 5 and 6, Block 14, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of Central Avenue (Fifth Ave. per Plat) and 12th Street; thence North 89 degrees 38 minutes 15 seconds West along the centerline of 12th Street, a distance of 170.00 feet; thence departing said centerline run North 00 degrees 15 minutes 38 seconds East, a distance of 35.00 feet to the North right of way line of 12th Street and the POINT OF BEGINNING of the herein described parcel of land; thence North 00 degrees 15 minutes 38 seconds East, a distance of 90.00 feet; thence South 89 degrees 38 minutes 15 seconds East, a distance of 130.00 to the West right of way line of Central Avenue (Fifth Avenue per Plat); thence South 00 degrees 15 minutes 38 seconds West along said West right of way line, a distance of 64.96 feet to the point of curvature of a curve concave to the Northwest, and having a radius of 25.00 feet; thence run Southeasterly along the arc of said curve a distance of 39.31 feet and through a central angle of 90 degrees 06 minutes 07 seconds to the point of tangency of the aforesaid North right of way line of 12th Street, thence run North 89 degrees 38 minutes 15 seconds West along said North right-of-way line, a distance of 104.96 feet to the POINT OF BEGINNING. (The above described parcel of land is now known as Lot 126.)

A parcel of land being a portion of Lots 9, 10, 11, Block 15, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, being more particularly described as follows:

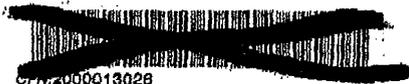
Commence at the intersection of Central Avenue (Fifth Ave. per Plat) and 12th Street; thence South 89 degrees 38 minutes 15 seconds East along the centerline of 12th Street, a distance of 252.52 feet; thence departing said centerline run North 00 degrees 15 minutes 38 seconds East, a distance of 35.00 feet to the North right of way line of 12th Street and the POINT OF BEGINNING of the herein described parcel of land; thence North 00 degrees 15 minutes 38 seconds East, a distance of 131.98 feet; thence South 89 degrees 38 minutes 15 seconds East, a distance of 82.52 feet; thence South 00 degrees 15 minutes 38 seconds West, a distance of 131.98 feet to the aforesaid North right of way line of 12th Street; thence North 89 degrees 38 minutes 15 seconds West along said right of way line, a distance of 82.52 feet to the POINT OF BEGINNING. (The above described parcel of land is now known as Lot 130.)

O. A parcel of land being a portion of Lots 8 and 9, Block 15, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of Central Avenue (Fifth Ave. per plat) and 12th Street; thence South 89 degrees 38 minutes 15 seconds East along the centerline of 12th Street, a distance of 170.00 feet; thence departing said centerline run North 00 degrees 15 minutes



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38 seconds East, a distance of 35.00 feet to the North right-of-way line of 12th Street and the POINT OF BEGINNING of the herein described parcel of land; thence departing said North right-of-way line run North 00 degrees 15 minutes 38 seconds east a distance of 131.98 feet; thence South 89 degrees 38 minutes 15 seconds East a distance of 82.52; thence South 00 degrees 15 minutes 38 seconds West, a distance of 131.98 feet to the aforesaid North right-of-way line of 12th Street; thence North 89 degrees 38 minutes 15 seconds West, along said North right-of-way line, a distance of 82.52 feet to the POINT OF BEGINNING.

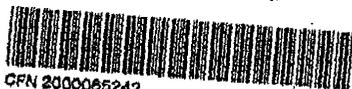
- P. A portion of Lots 3, 4 and 5, Block 14, and part of vacated Daytona Boulevard right-of-way, Plat No. 1 of SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the centerline intersection of Fifth Avenue and 13th Street as shown on said Plat; thence run South 0 degrees 21 minutes 45 seconds West a distance of 35.00 feet to the South right-of-way line of 13th Street extended; thence run North 89 degrees 38 minutes 15 seconds West along said South right-of-way line a distance of 170.00 feet to the POINT OF BEGINNING of the herein described parcel; thence run South 0 degrees 21 minutes 45 seconds West a distance of 131.98 feet; thence run North 89 degrees 38 minutes 15 seconds West a distance of 82.52 feet; thence run North 0 degrees 21 minutes 45 seconds East a distance of 131.98 feet to the South right-of-way line of 13th Street; thence run South 89 degrees 38 minutes 15 seconds East along said South right-of-way of 13th Street a distance of 82.52 feet to the POINT OF BEGINNING.

- Q. Lot 2 and the East 25 feet of Lot 3, Block 18, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.

- R. A portion of Lots 1, 2, 3, 4, and 5, Block 13, Plat No. 1 SAN SEBASTIAN, as recorded in Plat Book 8, Page 15A, Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the centerline intersection of 5th Avenue and 13th Street as shown on said Plat; thence run South 0 degrees 21 minutes 45 seconds West a distance of 35.00 feet to the South right of way line of 13th Street extended; thence run North 89 degrees 38 minutes 15 seconds West along said South right of way line a distance of 417.56 feet to the POINT OF BEGINNING of the herein described parcel; thence run South 0 degrees 21 minutes 45 seconds West a distance of 131.98 feet; thence run North 89 degrees 38 minutes 15 seconds West a distance of 82.52 feet; thence run North 0 degrees 21 minutes 45 seconds East a distance of 131.98 feet to the South right of way line of 13th Street; thence run South 89 degrees 38 minutes 15 seconds East along said South right of way line of 13th Street a distance of 82.52 feet to the POINT OF BEGINNING.



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- X. Lot 11 and the East 31 feet of Lot 10, Block 18, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.
- Y. Lot 8 and the East 33 feet of Lot 9, Block 27, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.
- Z. Lot 3, Block 19, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.
- AA. Lot 2, Block 19, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.
- BB. A parcel of land lying in Government Lot 1, Section 23, Township 30 South, Range 38 East, Brevard County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the BRIERE SUBDIVISION, as recorded in Plat Book 42, Page 47, of the Public Records of Brevard County, Florida and also being the Southwest corner of Block 17, BAY CREST VILLA as recorded in Plat Book O, Page 37, of said Public Records; thence North 00 degrees 06 minutes 36 seconds West along the West line of said BRIERE SUBDIVISION for a distance of 221.17 feet to a point on the North line of Block 17 of said BAY CREST VILLA said point being the POINT OF BEGINNING of the herein described parcel; thence South 88 degrees 50 minutes 54 seconds West along the Westerly extension of said Block 17 being the North line of those lands described in Official Records Book 3400, Page 264, of said Public Records, for a distance of 334.70 feet to a point on the Easterly Right-of-way line of Florida East Coast Railroad, said Right-of-way line being 50 feet Easterly of and parallel to the centerline of the main tract; thence North 02 degree 24 minutes 57 seconds West along said Easterly Right-of-Way line for a distance of 868.68 feet; thence North 88 degrees 04 minutes 11 seconds East for a distance of 366.27 feet to a point on the Westerly line of said BAY CREST VILLA; thence South 00 degrees 08 minutes 34 seconds East along said Westerly line of BAY CREST VILLA for a distance of 273.13 feet; thence continuing along said Westerly line South 00 degrees 20 minutes 06 seconds East for a distance of 379.22 feet; thence North 88 degrees 51 minutes 40 seconds East for a distance of 1.86 feet to the Northwest corner of said BRIERE SUBDIVISION; thence South 00 degrees 06 minutes 36 seconds East along the westerly line of said BRIERE SUBDIVISION for a distance of 221.22 feet to the POINT OF BEGINNING.

- CC. Lot 6, Block 19, together with a portion of vacated Sixth Avenue lying adjacent to and West of said Lot 6, Plat No. 1, SAN SEBASTIAN, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.



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DD. SAN SEBASTIAN WOODS LEGAL DESCRIPTION:

TWP:30S; RNG:38E; SEC:14; LOT:4; BLK:19
TWP:30S; RNG:38E; SEC:14; LOT:5; BLK:19

A/K/A:

Lots 4 and 5, Block 19, Plat No. 1, SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.

EE. SAN SEBASTIAN WOODS LEGAL DESCRIPTION:

TWP:30S; RNG:38E; SEC:14; LOT:11; BLK:21
TWP:30S; RNG:38E; SEC:14; LOT:10 (West 25'); BLK:21
TWP:30S; RNG:38E; SEC:14; (East 10' of abandoned
7th Avenue adjacent to
Lot:11; BLK:21

A/K/A:

Lot 11, and the West 25.0 feet of Lot 10, Block 21, Plat No. 1, SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.

FF. SAN SEBASTIAN WOODS LEGAL DESCRIPTION:

TWP:30S; RNG:38E; SEC:14; LOT:618; 5TH STREET
TWP:30S; RNG:38E; SEC:14; LOT:632; 5TH STREET
TWP:30S; RNG:38E; SEC:14; LOT:633; 5TH STREET

A/K/A:

PARCEL 632:

The East 41.42 feet of Lot 11 and the West 46.46 feet of Lot 10, Block 5, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida.

PARCEL 618:

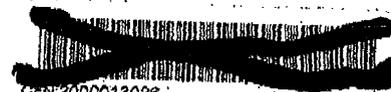
The East 30.82 feet of Lot 16, Block 3, Plat No. 1 of SAN SEBASTIAN, according to the Plat thereof as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida; TOGETHER with that portion of the West 52.18 feet of vacated Sixth Avenue which abuts said Lot 16, as abandoned by Resolution recorded in Official Records Book 2314, Page 518, Public Records of Brevard County, Florida.

PARCEL 633:

The West 18.58 feet of Lot 11, Block 5, Plat No. 1, SAN SEBASTIAN, according to the Plat thereof, as recorded in Plat Book 8, Page 15, Public Records of Brevard County, Florida; TOGETHER with that portion of the East 69.30 feet of vacated Sixth Avenue which abuts said Lot 11, as abandoned by Resolution recorded in Official Records Book 2314, Page 518, Public Records of Brevard County, Florida.

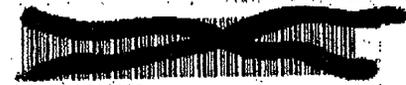


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OR Book/Page: 4148 / 2490

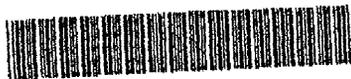


CFN:2000013028
OR Book/Page: 4115 / 3413

- GG. Block 7, Plat No. 1, OF SAN SEBASTIAN, Plat Book 8, Page 15A, of the Public Records of Brevard County, Florida, less and except Lots 9 and 10, Block 7, and U.S. Highway No. 1 right-of-way.
- HH. Lot 16, Block 18, Plat No. 1, SAN SEBASTIAN WOODS, according to the Plat thereof, recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida.
- II. Lot 1, Block 18, and a portion of vacated 3rd Avenue, Plat No. 1 OF SAN SEBASTIAN WOODS, according to the plat thereof, recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida, being more particularly described as follows:
Commence at the intersection of Central Avenue and 12th Street and run South 89°38'15" East along said centerline of 12th Street a distance of 410.0 feet; thence run South 00°21'45" West a distance of 35.00 feet to the South Right-of-Way line of said 12th Street, said point being the Point of Beginning of the herein described parcel; thence run South 89°38'15" East along said South Right-of-Way line a distance of 100.68 feet; thence run South 00°21'45" West a distance of 132.00 feet; thence run North 89°38'15" West a distance of 100.68 feet; thence run North 00°21'45" East a distance of 132.00 feet to the Point of Beginning.
- JJ. PARCEL 211: Lot 5 and a portion of Lots 3 and 4, Block 20, Plat No. 1 SAN SEBASTIAN SUBDIVISION, as recorded in Plat Book 8, Page 15A, of the Public Records of Brevard County, Florida, together with a portion of vacated Daytona Boulevard lying adjacent to and Westerly of Lots 3, 4 and 5.
- KK. Lot 11, Block 17, Plat No. 1, SAN SEBASTIAN WOODS, according to the Plat thereof, recorded in Plat Book 8, Page 15, of the Public Records of Brevard County, Florida.



CFN:2000013028
OR Book/Page: 4115 / 3414



CFN 2000086242
OR Book/Page: 4148 / 2491

EXHIBIT J

Original and Copies of Tariff Sheets

State of Florida



Department of State

I certify from the records of this office that SAN SEBASTIAN WATER, LLC, is a limited liability company organized under the laws of the State of Florida, filed on December 23, 1999.

The document number of this company is L99000009154.

I further certify that said company has paid all fees due this office through December 31, 1999, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of December, 1999

Authentication Code: 799A00060091-122399-L99000009154-1/1



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

WATER TARIFF

San Sebastian Utilities, Inc.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WATER TARIFF

San Sebastian Utilities, Inc.

Post Office Box 40

Melbourne, Florida 32912-0040

(407) 724-5771

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

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Standard Forms	18.0
Technical Terms and Abbreviations.....	5.0 and 5.1
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SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 439-W

COUNTY - Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
13816	10/29/84	840189-WU	Original Certificate

(Continued to Sheet No. 3.1)

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 30 South, Range 38 East

SECTION 14

That portion of the South ½ of said Section 14 lying East of the Florida East Coast Railroad and West of U. S. Highway No. 1.

LESS

The North 250 feet thereof.

SECTION 23

That part of the East ½ of the Northwest ¼ of said Section 23 lying East of the East Right-of-Way of the Florida East Coast Railroad

AND

The North 400 feet of said Section 23 lying East of the Florida East Coast Railroad and West U.S. Highway No. 1.

LESS

That portion thereof described as beginning at the intersection of the Western Right-of-Way of U. S. Highway 1 and the Northern Right-of-Way of Tenth Street; thence North 89° 38' East a distance of 605 feet, more or less, to the East Right-of-Way of Third Street; thence North, following said Right-of-Way of Third Street, a distance of 265 feet, more or less, to the South Right-of-Way of Eleventh Street; thence North, following said Right-of-Way of Eleventh Street, a distance of 605 feet, more or less, to the Western Right-of-Way of U. S. Highway 1; thence South, following said Right-of-Way of U. S. Highway 1, a distance of 265 feet, more or less, to the Point of Beginning.

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

HELD FOR FUTURE USE

COMMUNITIES SERVED LISTING

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 5.0)

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

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

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Adjustment of Bills.....	10.0	22.0
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Extensions.....	7.0	6.0
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SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

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SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

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

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent and water service may

SAN SEBASTIAN WATER, LLC
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WATER TARIFF

(Continued from Sheet No. 7.0)

after days written notice by discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge. There shall be no liability of any kind against the company by reason of discontinuance of water service to the consumer for failure of the customer to pay the bills on time. No partial payment of any bill rendered will be accepted by the company, except by agreement with company, or by order or direction of the Commission.

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shut-downs for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal, or other governmental interference, acts of God, or other cause 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.

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

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

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

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NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 8.0)

carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. If the charges for water service are not so paid, the company may discontinue both sewer service and water service to the customer's premises for nonpayment of the water service charges and if the charges for sewer service are not so paid, the company may discontinue both water service and sewer service to the customer's premises for nonpayment of the sewer service charge. The company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code. Unauthorized connections render the service subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full for all water service estimated by the company to have been used by reason of such unauthorized connection.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code. The customer shall provide meter space to the company at a suitable and readily accessible location and when the company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

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TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 10)

- 24.0 **METER ACCURACY REQUIREMENTS** – All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 26.0 **SIGNED APPLICATION NECESSARY** – Water service is furnished only upon signed application or agreement accepted by the company and the conditions of such application or agreements are binding upon the customer as well as upon the company. A copy of the application or agreement for water service accepted by the company will be furnished to the applicant on request.

The applicant shall furnish to the company the correct name, street address or lot and block number at which water service is to be rendered.
- 27.0 **WITHHOLDING SERVICE** – The company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the company of such household, organization or business for water service has been settled in full. Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.
- 28.0 **CHANGE OF OCCUPANCY** – When change of occupancy takes place on any premises supplied by the company with water service, WRITTEN NOTICE thereof shall be given at the office of the company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such written notice is so received and the company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customer’s deposit may be transferred from one service location to another, if both locations are supplied by the company. Consumer’s deposit may NOT be transferred from one name to another.
- 29.0 **TAX CLAUSE** – A municipal or county franchise tax levied upon a water or sewer public utility shall not be incorporated in the rate for water or sewer service but shall be shown as a separate item on the utility’s bills to its customers in such municipality or county.

This charge must be approved by the Commission before being incorporated in the customer's bill.

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

GENERAL SERVICE
N/A

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

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

BILLING PERIOD - Rendered monthly.

RATE -

EFFECTIVE DATE -

TYPE OF FILING -

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULERS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly.

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>	<u>Charge Per 1,000 Gallons</u>
5/8" x 3/4"	\$ 11.27	\$2.98
3/4"	16.91	\$2.98
1"	28.18	\$2.98
1 1/2"	56.35	\$2.98
2"	90.16	\$2.98
3"	180.32	\$2.98
4"	281.75	\$2.98
6"	563.50	\$2.98

MINIMUM CHARGE - Applicable base facility charge.

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

EFFECTIVE DATE -

TYPE OF FILING -

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>
5/8" x 3/4"	<u>50.00</u>
1"	
1 1/2"	
Over 2"	

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

METER TEST DEPOSIT

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

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

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

REQUEST FOR METER TEST BY CUSTOMER - If the meter is found to register in excess of the accuracy limits prescribed by the Commission, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the company as a service charge for conducting the test. Further, upon written request of any customer, the company shall, without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

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

EFFECTIVE DATE -

TYPE OF FILING -

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING -

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee *</u>		
5/8" x 3/4"	\$ n/a	* The utility does not charge or provide this installation at this time.
1"	\$ n/a	
1 1/2"	\$ n/a	
2"	\$ n/a	
Over 2"	\$ n/a	
<u>Customer Connection (Tap-in) Charge **</u>		
5/8" x 3/4" metered service.....	\$ n/a	** The utility does not charge for service installation currently—only single family homes.
1" metered service.....	\$ n/a	
1 1/2" metered service.....	\$ n/a	
2" metered service.....	\$ n/a	
Over 2" metered service.....	\$ n/a	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$ n/a	
All others-per gallon/month.....	\$ n/a	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$ n/a	
All others-per gallon/month.....	\$ n/a	
Inspection Fee	\$ at cost	
<u>Main Extension Charge ***</u>		
Residential-per ERC (__ GPD).....	\$ n/a	*** The utility does not charge line extension fees.
All others-per gallon	\$ n/a	
or		
Residential-per lot (__ foot frontage)	\$ n/a	
All others-per front foot.....	\$ n/a	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 112.00	
1"	\$ at cost	
1 1/2"	\$ at cost	
2"	\$ at cost	
Over 2"	\$ at cost	
<u>Plan Review Charge</u>	\$ at cost	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$ n/a	
All others-per gallon	\$ 2.98	
<u>System Capacity Charge</u>		
Residential-per ERC (250 GPD)	\$ 1,000.00	
All others-per gallon	\$ n/a	

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

EFFECTIVE DATE -

TYPE OF FILING -

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION.....	22.0
APPLICATION FOR WATER SERVICE.....	21.0
COPY OF CUSTOMER'S BILL	23.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	20.0

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

**San Sebastian
Utilities, Inc.**

No. _____

**CUSTOMER'S DEPOSIT RECEIPT
AND SERVICE AGREEMENT**

Received from _____ Date _____
Street Address _____
Mail Address _____
Lot No. _____ Block _____ Water Deposit \$ _____
Division _____
Account No. _____

As a Total Deposit _____ and _____ / 100 dollars

This payment is to guarantee any and all indebtedness for water service which may be or become due to San Sebastian Utilities, Inc. (hereinafter called "Utility") by said Customer. Customer agrees that this Deposit or any portion thereof, may be applied in discharge of any indebtedness of Customer to Utility. Utility agrees to refund to Customer the Deposit, less any amounts due Utility according to Sheet 15.

This Deposit shall not preclude Utility from discontinuing for nonpayment the service covered by this Deposit regardless of the sufficiency of said Deposit to cover any indebtedness for such service.

By signing of this Customer's Deposit Receipt and Service Agreement, Customer recognizes and agrees to abide by all existing reasonable rules and regulations of Utility. Copies of said rules and regulations and amendments thereto being available for inspection at the billing office of Utility.

Customer agrees that Utility, its agents or employees shall at all times have access to Utility's lines, meters, and the areas where such facilities are located will be kept free of shubbery, trees, fences, interference from pets, and other obstructions. Customer agrees that it shall hold Utility, its agents or employees harmless and Utility shall not be liable for any damage or injury alleged to have occurred through Utility, its agents or employees conducting inspections and repairs to Utility's lines and meters.

Customer further agrees that all bills for water charges will be paid within twenty (20) days of mailing bills and after five (5) days written notice if not so paid, Utility will have the right to disconnect service and charge a reasonable fee for reconnecting.

It is further understood and agreed that the sale of water to Customer occurs at the meter, and Utility has not responsibility relative to service or supplying water after said water passes through the meter.

SAN SEBASTIAN UTILITIES, INC.

Customer

By: _____

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

Water Service Application

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: _____ Water _____

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

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

Signature

Date

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

COPY OF CUSTOMER'S BILL

San Sebastian
Utilities, Inc.

New Residential Service

FILE

APPLICATION	AP NAME _____	PLAT _____ LOT _____ BLOCK _____
	MAILING ADDRESS _____	ZONING CLASSIFICATION _____
	LOCATION OF SERVICE (if different) _____	TITLE HOLDER OF PROPERTY: _____ Same as above
	TYPE OF SERVICE: WATER _____ EST. DATE SERVICE REQUIRED _____	_____ Other; specify name & relationship
	_____ (Date)	_____ (Customer's Signature)

CONNECTION CHARGES

W	1) Water Flow Capacity Charge:		
	Single family	3/4" meter = 250 gpd X _____	
		1" meter = 600 gpd X _____	
A	Mobile homes	1 1/2" meter = 1150 gpd X _____	- \$ _____
		300 gpd X _____	
T	2) Water Main Line Extension Charge:		
	_____ ft. (Footage fronting on main) X _____		= _____
E	3) Water Meter Connection Charge:		
	3/4" meter = _____		
	1" meter = _____		
R		1 1/2" meter = _____	= _____
	TOTAL WATER CHARGE		- \$ _____

UTILITY will provide service upon payment of these charges. \$_____ in accordance with UTILITY'S Service Availability and Main Extension Policy approved by the Florida Public Service Commission or other local regulatory authority. The Policy provides for a water and/or sewer plant allocation of 250 gallons per day per equivalent residential connection, as defined in the Policy. UTILITY will not be obligated to provide capacity or service in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity.

REMARKS _____

TOTAL WATER CHARGE - \$ _____

(Customer's Signature)

(Date)

Payment received \$ _____
by _____ for
San Sebastian Utilities, Inc.

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

NAME OF COMPANY San Sebastian Utilities, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Company shall construct and maintain the water treatment plant and all associated distribution system piping within the San Sebastian Woods Subdivision (as described on Sheet 3.1, Service Territory). The Company shall provide water service connections to each lot up to the road right-of-way, as well as perform meter installation. This service will be provided upon approved service application and payment of all associated fees.

The customer is responsible for the construction of the potable water service from the customer's home to the point of connection as determined by the Utility.

Conditions for service are further detailed under Rules and Regulations and associated fees and charges.

SAN SEBASTIAN WATER, LLC
TOM MARTINO, MANAGER

ISSUING OFFICER

TITLE

EXHIBIT K

Current Certificate for Utility



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

439-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

SAN SEBASTIAN UTILITIES, INC.

Whose principal address is

Post Office Box 40

Melbourne, Florida 32902-40

(BREVARD)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 13816 DATED 10-29-84 DOCKET 840189-WU

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Steve Zibbe
Commission Clerk
[Signature]
Executive Director



W. F. McCain & Associates, Inc.
 2044 14th Avenue, Suite 25
 Vero Beach, Florida 32960
 (561) 770-1093
 fax (561) 770-1508

Owner's Rep/Site Development and
 Engineering Services Facilitators

August 14, 2000

001145- WU

Mr. Dan Hoppe
 Director
 Division of Records and Reporting
 Florida Public Service Commission
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0850

DEPOSIT DATE
 D 3 4 8 AUG 1 6 2000

**SUBJECT: SUBMITTAL/APPLICATION FOR TRANSFER OF MAJOR
 ORGANIZATIONAL CONTROL AND NAME CHANGE FOR
 SAN SEBASTIAN UTILITIES, INC.
 CERTIFICATE NO. 439-W (BREVARD COUNTY, FLORIDA)**

Dear Mr. Hoppe:

We are requesting a FMOC on the above-referenced utility certificate along with (for organizational purposes) a corporate name change to San Sebastian Water, LLC. Due to the complex nature of this utility's history, an historical summary is appropriate to provide a full understanding of the utility's current status.

The utility was first created in the early 1980's and ownership control was held by C. E. Buchanan. Portions of the utility were constructed as follows:

1. The supply wells were constructed along with approximately 70 percent of the

W. F. MC CAIN & ASSOCIATES, INC.
 PH 561-770-1093
 2455 14TH AVE
 VERO BEACH, FL 32960

1289
 63-643/670
 BRANCH 00590

PAY TO THE ORDER OF FIA. Public Service Commission DATE 8/14/00 \$ 750.00
seven-hundred & fifty DOLLARS

First Union National Bank
 R/T 067006432

DOCUMENT NUMBER - DATE

09884 AUG 15 8

FOR 439-W

W. F. McCain

⑈001289⑈ ⑆067006432⑆ 2090002589906⑈

STATE OF FLORIDA

Commissioners:
J. TERRY DEASON, CHAIRMAN
E. LEON JACOBS, JR.
LILA A. JABER



DIVISION OF RECORDS & REPORTING
BLANCA S. BAYÓ
DIRECTOR
(850) 413-6770

Public Service Commission

August 16, 2000

William F. McCain, P.E.
W.F. McCain & Associates, Inc.
2044 - 14th Avenue, Suite 25
Vero Beach, Florida 32960

Re: Docket No. 001145-WU

Dear Mr. McCain:

This will acknowledge receipt of an application for transfer of majority organizational control of San Sebastian Utilities, Inc., holder of Certificate No. 439-W in Brevard County and name change on certificate to San Sebastian Water, LLC, which was filed in this office on August 15, 2000 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6248 or FAX (850) 413-7180.

Division of Records and Reporting
Florida Public Service Commission