

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority)
to Transfer the Facilities of)
CONNECTICUT GENERAL DEVELOPMENT)
UTILITIES, INC. and)
Certificate Nos. 338-W and 294-S)
in Brevard County, Florida to)
BURKIM ENTERPRISES, INC.)

Docket No. 001501-WS

DEPOSIT DATE
D 8 6 9 * OCT 0 2 2000

APPLICATION OF BURKIM ENTERPRISES, INC.
FOR AUTHORITY TO TRANSFER FACILITIES AND
CERTIFICATE NOS. 338-W and 294-S

BURKIM ENTERPRISES, INC. (hereinafter referred to as "Burkim" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and Section 367.071, Fla. Stat., files this Application for authority to transfer Certificate Nos. 338-W and 294-S currently held by Connecticut General Development Utilities, Inc. ("Seller") to

ROSE, SUNDBROM & BENTLEY, LLP OPERATING ACCOUNT PH 877-6555 2548 BLAIRSTONE PINES DRIVE TALLAHASSEE, FL 32301	Check received with initial and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.	23936
PAY TO THE ORDER OF <u>Florida Public Service Commission</u>	Initials of person who forwarded check.	63-68/631 BRANCH 002
One Thousand Five Hundred and 00/100	DATE <u>September 28, 2000</u>	\$ *1,500.00*
	119.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .	-----DOLLARS <input type="checkbox"/> Security features included. Details on back.
FOR _____	DOCUMENT NUMBER-DATE	<u>12359 SEP 28 8</u>

REC'D RECORDS/REPORTING



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

RECEIVED-FPSC
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RECORDS AND REPORTING

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BURKIM ENTERPRISES, INC. (hereinafter referred to as "Burkim" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and Section 367.071, Fla. Stat., files this Application for authority to transfer Certificate Nos. 338-W and 294-S currently held by Connecticut General Development Utilities, Inc. ("Seller") to Buyer. In support of this Application, Seller states:

1. The complete name and address of the Seller, is:

Connecticut General Development Utilities, Inc.
7600 U.S. 1

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

Initials of person who forwarded check
[Handwritten initials]

RECEIVED & FILED

[Handwritten signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

12359 SEP 28 8

FPSC-RECORDS/REPORTING

2. The complete name and address of the Buyer is:

Burkim Enterprises, Inc.
2340 NE Dixie Highway
Jensen Beach, FL 34957

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blaiirstone Pines Drive
Tallahassee, Florida 32301

4. Buyer is a Florida corporation authorized to do business in Florida on June 27, 2000.

5. The names and addresses of Buyer's corporate officers and directors are as follows:

Keith A. Burge, President/Secretary/Treasurer
Reginald Burge, Vice President
2340 NE Dixie Highway
Jensen Beach, FL 34957

6. Buyer currently owns no other water or wastewater utilities in Florida. However, the shareholders of Buyer, Keith Burge and Reginald Burge, own Laniger Enterprises of America, Inc., which is certificated by the Commission to provide water and wastewater service in Martin County, Florida.

7. A copy of the Purchase and Sale Agreement, which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed and not assumed and disposition

of customer deposits and interest thereon is attached hereto as Exhibit "A". This purchase closed on or about August 28, 2000.

8. There are no guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases that must be disposed of in association with the transfer of the utility systems.

9. The purchase was financed with a \$202,500 loan from Fidelity Federal Bank & Trust, with the remainder being provided by the shareholders.

10. The transfer of the water facilities of Seller to Buyer is in the public interest for the following reasons:

(i) The Seller developed the utility systems as a part of its development activities. These development activities are complete and the Seller has no incentive to retain ownership of the utility system.

(ii) The Buyer has continued to employ the operations and clerical personnel currently employed by the Seller after the purchase. The continued employment of the personnel who operate the utility on a day to day basis at least during transition will ensure that water and wastewater service will continue with the same quality of service that has existed under the previous

ownership. No changes in the operation of this system will be readily apparent.

(iii) Buyer has the financial resources to provide real and significant benefits to the utility customers as the Systems' capital or operational needs demand. Therefore, the Buyer has the technical capability and the financial ability to efficiently and effectively provide high quality water and wastewater service to the service area and the customers therein. Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For all the above stated reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. To be filed as Late Filed Exhibit "B" will be the copy of Buyer's financial statement.

12. The Utility as of December 31, 1991 had a water rate base of \$135,513 and wastewater rate base of \$169,534. (The Commission erroneously applied a negative acquisition adjustment in the last rate case for this system.) The Commission has previously considered the rate base of the utility system by Order No. PSC-93-0011-FOF-WS issued January 5, 1993.

13. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current transfer.

14. The books and records of the Seller are available for inspection by the Commission and are adequate for the purposes of establishing rate base of the water and wastewater systems.

15. Seller will cooperate with Buyer in providing to the Florida Public Service Commission any information necessary in order for the Commission to evaluate the Utility's rate base since its last rate case referenced in paragraph 12 above.

16. After reasonable investigation, the Buyer has determined that the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

17. As part of the transfer of the utility assets, ownership of all Utility land was transferred to the Buyer pursuant to the Asset Purchase Agreement. A copy of the recorded deed transferring this property to Seller, including the legal description, is attached hereto as Exhibit "C".

18. All outstanding regulatory assessment fees due as of March 31, 2000 for the year ended December 31, 1999 have been paid by Seller. Seller will be responsible for payment of all regulatory assessment fees through Closing. Buyer will be responsible for payment of all regulatory assessments fees due for

revenues received from the date of Closing forward. No fines or refunds are owed.

19. The original and two copies of revised Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "D".

20. Original Water Certificate Number 338-W and Wastewater Certificate 294-S are attached.

21. An Affidavit that the actual notice of the application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is attached hereto as Exhibit "E".

22. An Affidavit that the actual notice of the application was given to the each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "F".

23. An Affidavit that the notice of the application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "G".

24. The water and wastewater systems have the capacity to serve up to 500 ERCs. Pursuant to Rule 25-30.020, Florida

Administrative Code, the appropriate filing fee is \$1,500 (\$750 for water and \$750 for wastewater).

Respectfully submitted on this
28th day of September, 2000, by:

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

By: 
MARTIN S. FRIEDMAN

burge\transfer.app

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MARTIN

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

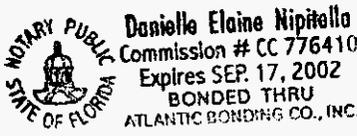
By: *Keith Burge*
Keith A. Burge, President
Burkim Enterprises, Inc.

Sworn to and subscribed before me this 27 day of September, 2000, by Keith A. Burge, who is personally known to me or who has produced _____ as identification.

Danielle Nipitella
NOTARY PUBLIC

State of Florida
County of Martin

My Commission Expires: Sept 17, 2002



AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS

By and Between

CONNECTICUT GENERAL DEVELOPMENT UTILITIES, INC.

Seller

and

KEITH A. BURGE

Purchaser

July 14, 2000

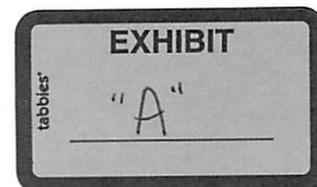


TABLE OF CONTENTS

	<u>Page</u>
1. <u>RECITALS</u>	1
2. <u>COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS</u>	1
3. <u>PURCHASE PRICE</u>	4
4. <u>REPRESENTATIONS AND WARRANTIES OF SELLER</u>	4
5. <u>REPRESENTATIONS AND WARRANTIES OF PURCHASER</u>	9
6. <u>TITLE INSURANCE AND PERMITTED ENCUMBRANCES</u>	10
7. <u>CONDITIONS PRECEDENT TO CLOSING</u>	12
8. <u>PRE-CLOSING CONDUCT; COVENANTS</u>	13
9. <u>TERMINATION OF AGREEMENT</u>	17
10. <u>CLOSING DATE AND CLOSING</u>	20
11. <u>INDEMNIFICATION</u>	23
12. <u>POST CLOSING COOPERATION</u>	25
13. <u>FLORIDA PUBLIC SERVICE COMMISSION MATTERS</u>	27
14. <u>MISCELLANEOUS PROVISIONS</u>	27

ATTACHMENTS

- Schedule "A" (Real Property)
- Schedule "B" (Easements, licenses, etc.)
- Schedule "C" (Treatment plants, etc.)
- Schedule "D" (Certificates, permits, etc.)
- Schedule "E" (Inventory)

AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER ASSETS ("Agreement") is made this 14-day of July, 2000, by and between CONNECTICUT GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation (hereafter "Seller"), whose address is 7600 U.S. 1, Micco, Florida 32976, and KEITH BURGE, (hereinafter "Purchaser") whose address is 1662 NE Dixie Highway, Jensen Beach, Florida 34957.

WHEREAS, Seller owns and operates a domestic wastewater collection, treatment and effluent disposal system ("Wastewater System") and potable and nonpotable water system ("Water System") located in Brevard County, Florida, jointly referred to as the "Utility System"; and

WHEREAS, the Seller operates under Certificates of Public Convenience and Necessity 338-W and 294-S (Collectively the "Certificates") issued by the Florida Public Service Commission ("Commission" or "PSC"), which authorizes Seller to provide water and wastewater service to certain territories in Brevard County, Florida; and

WHEREAS, Purchaser desires to purchase the Utility System; and

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System, upon the following terms and conditions:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.
2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.
 - a. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent set forth in this Agreement.
 - b. "Purchased Assets" shall be the following:
 - i. The real property and interests in real property owned and held by a party related to Seller, and

all buildings and improvements located thereon, as identified in Schedule "A" to this Agreement ("Real Property").

- ii. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System, as identified in Schedule "B" to this Agreement.
- iii. All water treatment plants, water supply and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used primarily in connection with the Utility System, together with all additions or replacements thereto, as identified in Schedule "C" to this Agreement.
- iv. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable and nonpotable water and the collection and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Utility System or others; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the Certificates, as identified in Schedule "D" to this Agreement; to the extent that Seller's rights to the foregoing are transferable.
- v. All items of inventory owned by Seller on the Closing Date. In this regard, Seller represents and warrants that it will not deplete its inventory

between the date of the execution hereof and Closing except in the ordinary course of business, and if there is any such depletion, the purchase price to be paid at Closing will be adjusted accordingly. The current inventory is attached hereto as Schedule "E".

- vi. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser to operate the Utility System to the extent such are in Seller's possession.
 - vii. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials to the extent such are in Seller's possession.
 - viii. Seller has not entered into any Developer Agreements.
 - ix. All rights of Seller under the Lease for the photocopier which Lease is not assignable to Purchaser.
 - x. There are no customer deposits.
- c. The following assets are excluded from the Purchased Assets:
- i. Cash, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, any non-refundable deposits and any prepaid expenses of Seller, which are Seller's sole property as of the Closing date.
 - ii. Escrow and other Seller provisions for payment of federal and state income taxes, and which shall be the Seller's responsibility through the Closing date.
 - iii. Any other assets not referenced in 2b above.

3. PURCHASE PRICE.

- 91
X.B.
- a. Purchaser shall pay to Seller, subject to the adjustments and prorations referenced herein, a total purchase price in the amount of \$250,000 allocated \$100,000 to land and \$150,000 to depreciable assets. Payment shall be made to Seller as follows: At Closing, Purchaser shall pay Seller \$250,000 in immediately available federal funds, by wire-to-wire transfer to the trust account of Rose, Sundstrom & Bentley, LLP, as closing agent for Buyer.
 - b. Title to the Purchased Assets shall be delivered by the Seller to the Purchaser at Closing, free and clear of all liens, encumbrances, debts, liabilities, or third party claims whatsoever, other than Permitted Encumbrances.

4. REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to Purchaser to execute this Agreement and perform its obligations thereunder, Seller represents and warrants to Purchaser as follows:

- a. Seller is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. Seller has all requisite corporate power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.
- b. The Board of Directors of Seller have approved Seller entering into this Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound, except for the requirement of obtaining consents from third parties to the assignment of Contracts and Leases identified in Schedule "F," to the extent necessary.

- e. A party related to Seller has exclusive possession, control, and, to Seller's actual knowledge, ownership and good and marketable title to all Real Property, including without limitation, those used or located on property controlled by Seller in its business on the date of this Agreement. To Seller's knowledge, the Real Property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances. At Closing, Seller shall cause to be delivered the title to such Real Property free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever, other than Permitted Encumbrances. Seller makes no representation as to the condition of the Real Property, and Purchaser acknowledges that it is accepting the Real Property in "as is" condition, with no warranty of merchantability or fitness for a particular purpose or use, except for (i) the representations set forth in this paragraph, and (ii) the Environmental Law Compliance representations set forth in subsection g. below.
- f. Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets other than the Real Property, including without limitation, those reflected in the Public Service Commission Annual Report (except as may have been sold, or otherwise disposed of, by Seller in the ordinary course of business), and those used or located on property controlled by Seller in its business on the date of this Agreement. The Purchased Assets other than the Real Property are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances. At Closing, Seller shall deliver title to the Purchased Assets other than the Real Property free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever. Seller makes no representation as to the condition of the Purchased Assets and Purchaser acknowledges that it is accepting the Purchased Assets in an "as is" condition, with no warranty of merchantability or fitness for a particular purpose or use, except the Purchased Assets at Closing, shall be free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever, other than Permitted Encumbrances.
- g. Environmental Law Compliance.
- i. Definitions.

- (1) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clear Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplement as of the Closing Date, and the regulations promulgated pursuant thereto, and in effect as of the Closing Date.
- (2) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.
- (3) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller.
- (4) "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii)

perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

ii. Representations. To Seller's actual knowledge:

- (1) Seller is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for any such liability.
- (2) Seller has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as presently conducted as of the date of this Agreement.
- (3) Except for the Consent Order with the Florida Department of Environmental Protection, OGC 00-0941 and the limited time water quality was out of compliance due to regulatory change in water quality control standards, Seller has not received within the last three years and is not aware of any pending communication from any governmental authority or other party with respect to (i) the actual or alleged violation of any Environmental Laws; (ii) any actual or proposed Remedial Action; or (iii) any Release or threatened Release of a Hazardous Material.
- (4) No polychlorinated biphenyl or asbestos-containing materials, in material violation of Environmental Law are, or have been, present at any property when owned, operated, or leased by Seller, nor are there any underground storage tanks, active or abandoned, at any property owned, operated, or leased by Seller.
- (5) There is no Hazardous Material in material violation of Environmental Law located at any site that is owned, leased, operated, or managed by Seller other than chemicals used for treatment (such as chlorine); no site that is owned, leased, operated, or managed by

Seller is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.

(6) No written notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or with respect to any property when owned, operated, or leased by Seller. No such property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

(7) No Hazardous Material has been released in material violation of Environmental Law at, on, or under any property now owned, operated, or leased by Seller.

5. REPRESENTATIONS AND WARRANTIES OF PURCHASER. As a material inducement to Seller to execute this Agreement and to perform its obligations thereunder, Purchaser represents and warrants to Seller as follows:

- a. Purchaser has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.
- b. This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.
- c. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any

indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

- d. Purchaser shall, subsequent to Closing, and consistent with prudent business practices, industry standards applicable thereto, and the requirements of the appropriate governmental agencies having jurisdiction over the assets and businesses of the Utility System, provide water and wastewater services to all properties, improvements thereon and the occupants thereof, located within the Seller's service area after connection has been made, in a uniform and nondiscriminatory manner with other property and property owners served by Purchaser. This condition shall survive closing and is not subject to one year limitation set forth in paragraph 11d hereof.
- e. Purchaser shall pay the Lease on the photocopier on a timely basis.
- f. Purchaser has conducted such due diligence of Seller, the Purchased Assets and Utility System, as, in his sole discretion, he deems appropriate.

6. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

- a. At least fifteen (15) days prior to the Closing, Purchaser shall cause to be issued and delivered a current title insurance commitment issued by a title company licensed to do business in the State of Florida, covering the Real Property, which shall be in an amount equal to \$160,000. The cost of the title insurance commitment and title insurance shall be borne equally by the parties. The title insurance commitment shall commit the insurer to issue owner's title insurance policies to Purchaser covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be marketable or insurable, except for the Permitted Encumbrances (as defined in Section 6.e. below), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey (if Purchaser orders a survey at its own expense), and mechanic's liens. Seller shall execute at, or prior to, Closing, in favor of the title insurance company, the appropriate mechanic's lien affidavit and "Gap" affidavit

sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

Purchaser shall notify Seller in writing no less than five (5) days after receipt of the title insurance commitment of any alleged material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property (other than the Permitted Encumbrances), which render or may render Seller's title to the Real Property unmarketable in accordance with standards adopted by The Florida Bar or uninsurable. Any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser and Purchaser shall not be entitled to any damages or other remedies. Seller shall have thirty (30) days after receipt of Purchaser's notice, to eliminate all of the material objections to title set forth in Purchaser's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$10,000 in the aggregate to cure title defects, exclusive of mortgages against the Real Property, which are in a liquidated amount or Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Purchaser may:

- i. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or
 - ii. Reject title and terminate this Agreement with no further liability to either Purchaser or Seller.
- b. Purchaser may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures-over.

- c. Any survey performed shall be updated as necessary in order to eliminate survey exceptions from the title insurance policy. The expense of the survey shall be that of Purchaser.
- d. Purchaser shall deliver, promptly after Closing, the title insurance policy issued on the binder.
- e. As used above, "Permitted Encumbrances" are the following:
 - i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.
 - ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility Systems.

7. CONDITIONS PRECEDENT TO CLOSING. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party shall be prohibited by decree or law from consummating the transaction.
- b. There shall not be pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits Purchaser or Seller from closing the transaction or Purchaser from paying the Purchase Price, or that inhibits or restricts in any material manner Purchaser's use, title, or enjoyment of the Purchased Assets.

- c. Seller delivering copies of the resolutions evidencing its ratification and approval of this Agreement and the sale of the Purchased Assets.
 - d. As of the Closing Date, there shall have been no material adverse change in the applicable law, or in the condition or value of the Purchased Assets or the Utility System, except in the ordinary course of business.
 - e. All warranties and representations of the other party shall be true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
 - f. No party may cause the failure of a condition precedent and then rely upon such failure to terminate this Agreement.
8. PRE-CLOSING CONDUCT; COVENANTS. Prior to the Closing Date, the parties covenant to each other, and shall conduct themselves, as follows:
- a. Within five (5) days after the execution of this Agreement, Seller shall either furnish to Purchaser, or provide Purchaser with ready access to the following, to the extent they are in the possession of Seller, its employees, representatives, or agents:
 - i. Copies of all plans and specifications showing the Utility System as now constructed (as-built), including any under construction, together with a detailed engineering map showing the wastewater collection lines, lift stations, effluent disposal facilities, and appurtenances as now constructed, and all other facilities constituting the Utility System.
 - ii. Copies of all Certificates of Public Necessity and Convenience issued by the Florida Public Service Commission with respect to the Utility System, and any correspondence within the last two years between Seller and the Commission with respect thereto.
 - iii. Copies of the contracts and leases identified in Paragraph 2(b) ix.

- iv. Depreciation and amortization schedules identifying substantially all equipment, computers, software, vehicles, tools, parts, laboratory equipment, office equipment, and all other personal property owned and used by Seller in connection with the operation of the Utility System.
- v. A schedule and copies of documents reflecting the rates, fees, charges and tariffs of Seller.
- vi. Copies of permits, applications, or other documents, together with effective dates and expiration dates (if any), demonstrating approval of the facilities of the Utility System by all applicable governmental authorities, including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, (c) the PSC, and (d) the St. Johns River Water Management District.
- vii. A list of advance facility charges and accounts receivable by name and account number, setting forth the amount of each individual deposit or receivable and the their aggregate totals. The list referenced in this subparagraph shall be updated as of the date of Closing.
- viii. A copy of the annual reports filed by Seller with the PSC for the calendar years 1997, 1998 and 1999.
- ix. A copy of all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to, a copy of all warranties relating to the Purchased Assets.
- x. Balance Sheets and Income Statements of Seller as of December 31, 1999.
- xi. Copies of any and all effective insurance policies with respect to the Purchased Assets and Utility System.
- xii. If not set forth in Schedule "A," a legal description of the Real Property owned by Seller in connection with its operation or use of the Utility System.

- xiii. If available, a survey of the Real Property, as prepared by a Florida licensed surveyor, and certified to Purchaser and Seller, in accordance with the minimum technical standards adopted by the Florida Society of Professional Land Surveyors in accordance with § 472.027, Florida Statutes. The survey(s) shall set forth the area contained in each parcel of property, together with all existing easements, alleys, streets and roads thereon; show any encroachments upon or protrusions from the property; show all existing improvements constructed thereon and distances to boundary lines; specify thereon all dedicated public streets providing access to the property; and stating whether the property is within any area determined by the Department of Housing and Urban Development to be flood prone under the Federal Flood Protection Act, as amended, except, however, if the title insurer will accept an existing survey plus a "gap" or "bring down" affidavit in lieu of a new survey.
 - xiv. Copies of the easements, licenses, prescriptive rights and rights-of-way owned and used by Seller for the construction, operation and maintenance of the Utility System, as identified in Schedule "B."
 - xv. A copy of all environmental permits and applications related thereto for Seller's facilities.
- b. During the period between the date of this Agreement and the Closing Date, Seller shall:
- i. Operate and maintain the Utility System and Purchased Assets in a normal and usual manner, or in accordance with Seller's business plan, to ensure that the condition of the Utility System and the Purchased Assets shall not be materially diminished or depleted, normal wear and tear excepted;
 - ii. Promptly notify Purchaser of any notification received by Seller from any person, business, or agency of any existing, or potential, Environmental Law violation;

- iii. Make no unbudgeted capital expenditures in excess of \$10,000 without the prior written consent of Purchaser, other than in connection with the expansion of its wastewater treatment plant or the interconnect with the Waterway Estates facilities referenced herein above;
 - iv. Provide Purchaser, or its designated agent(s), with uninhibited access to the business premises, Utility System, Purchased Assets, Seller's books and records, employees, agents, or representatives, on reasonable advance notice and during business hours.
 - v. Promptly notify Purchaser of any event, activity or occurrence that has, or may have, a material adverse effect on Seller or this transaction.
- c. During the period of time between the date of this Agreement and the Closing Date, Seller shall maintain its existing levels of insurance on the Purchased Assets and Utility System.
 - d. From the date of execution of this Agreement until Closing, Seller shall not, without the prior written consent of Purchaser, enter into any developer agreements other than in the ordinary course of business. Copies of any such developer agreements shall be promptly delivered to Purchaser.
 - e. Seller shall not accept payment for Connection Charges at a rate lower than the applicable tariffs require in order to receive early payment of those Connection Charges. If Seller violates this covenant, the Purchase Price shall be reduced accordingly by the amount of any such Connection Charges that are paid in advance as the result of offering a discount. Furthermore, Seller shall not enter into any new developer agreements from the date of this Agreement through Closing, except in the ordinary course of business, and as approved by the Purchaser in writing.
 - f. Purchaser may cause to be performed, at its sole expense, a Phase I Environmental Survey (and a subsequent Phase II, if necessary) of each parcel of real property owned by Seller. If such Survey discloses the presence of any Hazardous Material, Seller shall have the right to perform such clean-up and remediation as is necessary

thereunder. Upon Seller's failure to perform such clean-up and remediation, prior to the Closing Date, Purchaser may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

9. TERMINATION OF AGREEMENT.

- a. This Agreement may be terminated (i) by mutual written consent of the parties, or (ii) as provided in paragraphs b. and c. below.
- b. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following due to no fault of Purchaser:
 - i. The failure to satisfy, in any material respect, prior to Closing any of the condition(s) precedent to closing set forth in Section 7 if Seller has not cured such condition precedent within 30 days after notice from Purchaser.
 - ii. Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within 30 days after notice from Purchaser; provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Purchaser.
 - iii. Any other basis for termination on behalf of Purchaser otherwise set forth in this Agreement.
- c. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following due to no fault of Seller:
 - i. The failure to satisfy, in any material respect, prior to Closing any of the conditions precedent to closing set forth in Section 7 if Purchaser has not cured such condition precedent within 30 days after notice by Seller.
 - ii. Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within 30 days after notice

from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.

- iii. The failure of the Purchaser to secure, if necessary, any governmental approvals, on or before Closing, or failure to close this transaction, through the fault of the Purchaser, on or before Closing.
 - iv. Any other basis for termination on behalf of Seller otherwise set forth in this Agreement.
- d. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Section 14.b.
- e. Upon the termination of this Agreement, the following shall occur:
- i. Each party shall return all documents, including copies, in its possession, or in the possession of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.
 - ii. Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.
 - iii. This Agreement shall forthwith become void and (except for the willful breach of this Agreement by any party hereto) there shall be no liability on the part of Purchaser or Seller, or their respective officers or directors, other than as provided for herein.

10. CLOSING DATE AND CLOSING.

- a. This transaction shall be closed on or before July 31, 2000 ("Closing Date"), unless advanced or extended by mutual agreement of the parties or as otherwise extended

by the terms of this Agreement, at a location mutually acceptable to both parties. Purchaser may extend closing up to and including August 31, 2000 and shall pay Seller at Closing additional consideration of Fifty Dollars (\$50.00) for each day the Closing is extended past July 31, 2000.

b. At Closing:

- i. Purchaser shall pay the Purchase Price, subject to any adjustment as provided for herein.
- ii. Title to the Real Property shall be conveyed to the Purchaser by warranty deed free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances.
- iii. Seller shall assign its right, title and interest in those easements, licenses, etc. identified in Schedule "B."
- iv. All documentary stamps, if required, on the deeds of conveyance of the Real Property included in the Purchased Assets shall be paid equally by the parties.
- v. Real property and personal property taxes on the Purchased Assets and Utility System, and any other applicable taxes, shall be prorated as of the Closing Date and Seller shall be required to pay its pro rata share at Closing. All other taxes and assessments accrued or owed by Seller as of the date of Closing with respect to the Purchased Assets shall remain the obligation of Seller. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Purchased Assets shall be the obligation of Purchaser.
- vi. The gross revenues from water and wastewater services rendered, but not yet billed ("Unbilled Revenue") as of the Closing Date, shall be prorated, as of the Date of Closing. Seller shall be credited with all accounts receivable, and

Purchaser shall be credited with all prepayments made by customers.

- vii. All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.
- viii. Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.
- ix. All bills for services, materials and supplies rendered in connection with the operation of the Utility System prior to Closing, including but not limited to electricity for a period up to and including the Closing Date, shall be paid by Seller.
- x. Each party shall deliver to the other party a certificate stating that:
 - (1) The party is not prohibited by decree or law from consummating the transaction contemplated hereby.
 - (2) There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.
 - (3) All warranties and representations of such party contained in this Agreement are true and correct as of the Closing Date, except that representations regarding financial statements set forth in the PSC Annual Reports are as of the date of the PSC Annual Report.
- xi. Seller shall deliver to Purchaser, in a form reasonably acceptable to Purchaser, an opinion of Seller's counsel substantially to the effect that:
 - (1) Seller is validly organized, existing and its status is active under the laws of the State of Florida.

(2) This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement upon Seller.

(3) To Seller's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to, Seller.

xii. Purchaser shall deliver to Seller in a form acceptable to Seller, an opinion of Purchaser's counsel substantially to the effect that:

(1) Purchaser is validly organized and existing as a political subdivision under the laws of the State of Florida.

(2) This Agreement has been duly and validly executed and approved by Purchaser and is a valid and binding agreement upon Purchaser.

(3) To Purchaser's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Purchaser.

11. INDEMNIFICATION.

a. Seller shall save and hold Purchaser and its directors, officers, employees, and agents (hereafter "Purchaser Indemnified Parties"), harmless from, and indemnify the Purchaser against, any and all third party losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Purchaser Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from:

i. Any material misrepresentation by Seller of a material fact contained in this Agreement, or a material breach of a representation, covenant, obligation or warranty, with respect to which Purchaser notifies Seller in writing within the

applicable survival period as set forth in paragraph d. below, specifying the breach in detail; or

- ii. Any material promise made by Seller that was not disclosed by Seller and that Seller or Purchaser is forced, by action of law or otherwise, to honor; or
 - iii. The operation or activities of Seller with respect to the Purchased Assets or Utility System between July 1, 2000 and July 31, 2000, inclusive, and between August 1, 2000 and Closing Date for negligent and intentional acts of Seller with respect to the Purchased Assets or Utility System.
- b. Purchaser shall save and hold Seller and its directors, officers, employees, and agents (hereafter "Seller Indemnified Parties"), harmless from, and indemnify the Seller against, any and all third party losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Seller Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from:
- i. Any material misrepresentation by Purchaser of a material fact contained in this Agreement, or a material breach of a representation, covenant, obligation or warranty, with respect to which Seller notifies Purchaser in writing within the applicable survival period as set forth in paragraph d. below, specifying the breach in detail; or
 - ii. Any material promise made by Purchaser that was not disclosed by Purchaser and that Purchaser or Seller is forced, by action of law or otherwise, to honor; or
 - iii. The operation or activities of Purchaser with respect to the Purchased Assets or Utility System on or after the Closing Date, or

- iv. Any default in the payment, or untimely payment on the Lease for the photocopier.
- c. Notwithstanding the foregoing, and subject to (i) the Environmental Law Compliance representations in Section 4.g. and (ii) Seller's liability that may otherwise be imposed by law, Seller shall have no liability to Purchaser for (a) title to, and encumbrances upon, the Real Property; provided, however, that title to the Real Property is insured by a title company licensed to issue title commitments in the State of Florida, subject only to the Permitted Encumbrances; and (b) violation of Environmental Law, the presence of Hazardous Substances, and the existence of Releases.
- d. The respective representations and warranties of the parties contained in this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate other than Purchaser's obligations to provide service set forth in paragraph 5 d hereof.
- e. The amount for which an indemnified party shall receive indemnification hereunder shall be reduced by any insurance proceeds or other payments received by the indemnified party in respect of the indemnified matter.
- f. Each party hereto shall give the indemnifying party prompt written notice of any claim, assertion, event or proceeding by or in respect of a third party of which it has knowledge concerning any liability or damage as to which it may request indemnification hereunder. The party providing indemnification shall have the right at all times to control the defense or settlement of any such claim or proceeding through counsel of its own choosing, and to settle any and all such claims made. If the indemnified party desires separate counsel, it shall be at that party's sole expense.
- g. Any party claiming indemnification hereunder with respect to the falsity of any representations or warranties herein must give notice to the other party of its claim for indemnification within the time period herein for the survival of the applicable representation or warranty.

12. POST CLOSING COOPERATION.

- a. Seller and Purchaser shall, after the Closing Date, upon reasonable request of the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties.
- b. Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement. Subject to the provisions of paragraph e. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. Such assistance shall include making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and shall include providing copies of any relevant tax returns and supporting work schedules. The party requesting assistance hereunder shall reimburse the other for reasonable out-of-pocket expenses incurred in providing such assistance and the hourly salary of any such persons, which salary shall be the direct salary divided by 40.
- c. If, after the Closing Date, any of the parties hereto shall require the participation of the other or of officers and employees employed by the other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, each party shall use its best efforts to be available or to make such officers and employees reasonably available to participate in such defense or prosecution, provided that the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges and expenses arising from such participation.
- d. Where there is a legitimate purpose not injurious to the other party and not related to prospective competition by

such party with another party hereto, or if there is an audit by the IRS, other governmental inquiry, or litigation or prospective litigation to which Purchaser or Seller is or may become a party, making necessary any access to the records of or relating to Seller held by Purchaser or making necessary Purchaser's access to records of or relating to the operations of Seller held by any entity other than Seller, each of them shall allow representatives of the other party access to such records during regular business hours at such party's place of business for the sole purpose of obtaining information for use as aforesaid.

- e. Any party at any time, upon not less than 90 days' prior written notice to the other party hereto, may dispose of the records in its possession relating to the Purchased Assets and the business related thereto, in accordance with its respective record retention policies and subject to applicable law; provided, however, that a party may, at its own cost and expense, retain, or make arrangements for the retention of, records in the possession of another party to which it would have a right of access under paragraph d, if it notifies, in writing, such party that it desires to retain such records. Seller may dispose of any pre 1992 records at its discretion.

13. FLORIDA PUBLIC SERVICE COMMISSION MATTERS. This transfer is subject to and contingent upon the Florida Public Service Commission's ("FPSC") approval. However, pursuant to Section 367.071(1), Florida Statutes, the parties will close prior to obtaining FPSC approval. Immediately after the Closing Date, the Purchaser shall petition the Florida Public Service Commission, for transfer of the Certificates previously issued to Seller. Seller shall file any reports, if required, and satisfy its outstanding Florida gross receipts tax obligations through the Closing Date. All costs and expenses relative to transfer the Florida Public Service Commission certificate shall be borne by Purchaser.

14. MISCELLANEOUS PROVISIONS.

- a. This Agreement, the Schedules hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

- b. Any notice or other document required or allowed to be given pursuant to this Agreement and the Escrow Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation. A single notice delivered to Seller shall be sufficient notice.

If to Seller such Notice shall be addressed to Seller at:

Connecticut General Development Utilities, Inc.
c/o Paul Gould, Director
1710 Ocean Street
Santa Cruz, California 95060

with a copy to:

Jay Steven Levine, P.A.
2500 North Military Trail, Suite 490
Boca Raton, Florida 33431

If to Purchaser, such notice shall be addressed to Purchaser at:

Keith Burge
1662 NE Dixie Highway
Jensen Beach, Florida 34957

with a copy to:

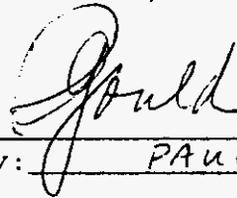
Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

- c. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.
- d. The drafting of this Agreement constitutes a joint effort of the parties, and in the interpretation hereof it shall be assumed that no party had any more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.
- e. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.

- f. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- g. In the event of any litigation that arises between the parties with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney fees at all trial and appellate levels, administrative and bankruptcy proceedings.
- h. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.
- i. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.
- j. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

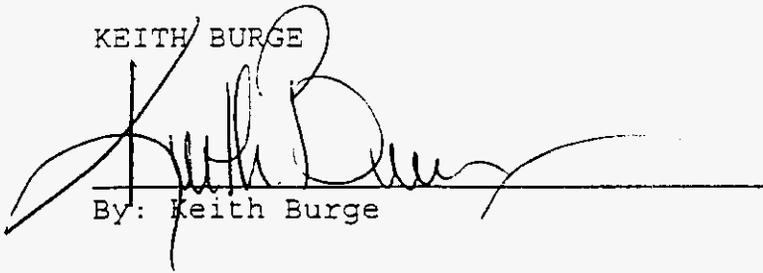
CONNECTICUT GENERAL DEVELOPMENT
UTILITIES, INC.



By: PAUL L. GOULD

(SEAL)

KEITH BURGE

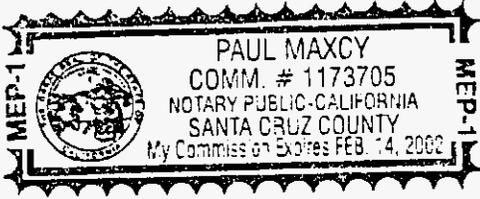


By: Keith Burge

STATE OF CALIFORNIA
COUNTY OF Santa Cruz

DIRECTOR

The foregoing instrument was acknowledged before me this 12th day of July, 2000 by PAUL L. GOULD, as President of Connecticut General Development Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Drivers license as identification.



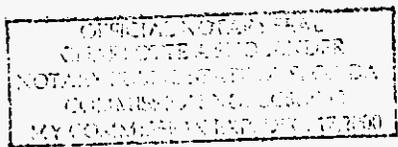
[Signature]
Notary Public
My Commission Expires: 2.14.02

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 17th day of July, 2000, by Keith Burge, who is personally known to me or has produced Drivers license as identification.

[Signature]
Notary Public
My Commission Expires:

burge\p&s.agr
7/10/00



SCHEDULE "A"

Legal Description of Wastewater Plant Site

ALL THAT PART OF THE SOUTH 1/3 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY AND LYING EAST OF A LINE 592 FEET WESTERLY OF THE WEST RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY AS MEASURED AT RIGHT ANGLES OF SAID RIGHT OF WAY LINE.

Legal Description of Water Plant Site

A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 10, THENCE N. 00.03'59" W. A DISTANCE OF 246.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 00.03'59" W. A DISTANCE OF 30.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 261.27 FEET AND A CENTRAL ANGLE OF 23.48'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 108.53 FEET TO A POINT OF TANGENCY; THENCE N. 23.52'01" W. A DISTANCE OF 116.81 FEET; THENCE N. 66.07'59" E. A DISTANCE OF 91.74 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILWAY; THENCE S. 23.52'01" E. ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 305.78 FEET; THENCE N. 89.56'12" W. A DISTANCE OF 157.98 FEET TO THE POINT OF BEGINNING.

SCHEDULE "B"

1. All public utility easements as shown on the Declaration of Condominium of Snug Harbor Lakes as recorded in the Public Records of Brevard County, Florida.
2. The License Agreement between Florida East Coast Railway Company and Connecticut General Development Corporation dated April 29, 2000.

SCHEDULE "C"

1. One 0.095 million gallons per day annual average daily flow permitted capacity contract stabilization domestic wastewater treatment plant consisting of flow equalization, contact tanks, re-aeration tanks, secondary clarification, chlorination, and aerobic digestion of residual with three percolation ponds.
2. One water treatment plant and two groundwater wells and related facilities operated pursuant to PWS ID # 3054056.

SCHEDULE "D"

1. Florida Public Service Commission Certificate Nos. 294-S and 338-W.
2. Brevard County PWS # 3054056.
3. Florida Department of Environmental Protection wastewater facilities permit number FLA010348-001.
4. St. Johns River Water Management District Consumptive Use Permit 2-5343 (being renewed - Application No. 1704).

SCHEDULE "E"

1. Charge Air Prot Air Compressor
2. Mud Puppy or Sucker (with hose and accessories)
3. Wheel barrow
4. Older inoperative air compressor
5. Meter boxes left over that were not used in the ordinary course of business
6. Meters left over that were not used in the ordinary course of business
7. All left over piping not used in the ordinary course of business
8. All the miscellaneous pipe fittings not used in the ordinary course of business
9. Bench Grinder
10. Battery tester and charger
11. Gas mask for chlorine room
12. Work bench
13. Goulds Jet Pump
14. Eager Beaver Chain Saw
15. Post hole digger
16. Portable Grinder
17. Chlorine Scales
18. Unused chlorine cylinders
19. Valve keys for utility system
20. Billing software
21. All plans, engineering drawings, sketches, as-builts, or any other instrument pertinent to the operation of both the water and wastewater plants.
22. Any other specialty equipment, supplies and tools now being used in the operation of the water and wastewater utility plants not consumed in the ordinary course of business.

ASSIGNMENT OF AGREEMENT FOR
PURCHASE AND SALE OF WATER AND
WASTEWATER ASSETS

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration received from BURKIM ENTERPRISES, INC., Keith Burge hereby assigns to BURKIM ENTERPRISES, INC. all of his right, title and interest in that certain Agreement of Purchase and Sale of Water and Wastewater Assets by and between Connecticut General Development Utilities, Inc. and Keith Burge dated July 14, 2000.

Dated this 22nd day of August, 2000.

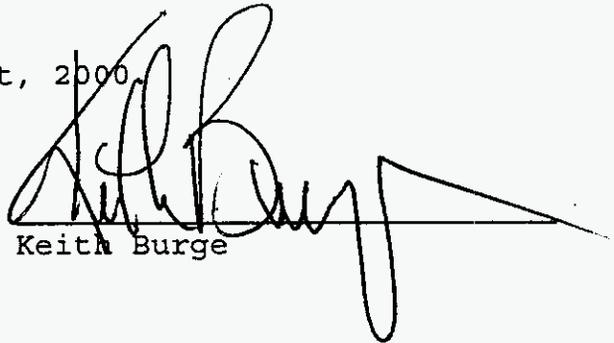

Keith Burge

EXHIBIT "B"

WILL BE LATE FILED

(Buyer's Financial Statement)

Made this day of A.D. by Connecticut General Development Utilities, Inc., a Florida Corporation

Barcode: CFN:2000167370 08-31-2000 10:35 am OR Book/Page: 4213 / 0429

hereinafter called the grantor, to Burkim Enterprises, Inc., a Florida Corporation

Sandy Crawford Clerk Of Courts, Brevard County #Pgs: 3 #Names: 2 Trust: 2.00 Rec: 13.00 Serv: 0.00 Deed: 700.00 Excise: 0.00 Mfg: 0.00 Int Tax: 0.00

whose post office address is: 2340 NE Dixie Highway Jensen Beach, Florida 34957 Grantees' Tax Id # :

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County, Florida, viz:

" See Attached Exhibit A "

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 30-38-10-00-00005.0-0000.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 1999

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Name: Jennifer Fox

Name & Address: Paul L. Gould, Director 7600 US Highway 1, Sebastian, Florida 32976

Name: Jennifer Fox

Name & Address:

Name: Viola G. Will

Name & Address:

Name:

Name & Address:

State of County of

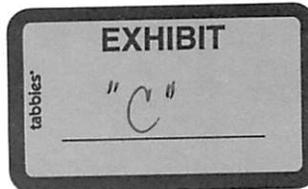
The foregoing instrument was acknowledged before me this day of , by

Paul L. Gould, Director of Connecticut General Development Utilities, Inc., a Florida Corporation who is personally known to me or who has produced as identification.

Notary Public Print Name: My Commission Expires:

PREPARED BY: MARTIN S. FRIEDMAN RECORD & RETURN TO: ROSE, SUNDSTROM & BENTLEY LLP 2548 Blainstone Pines Drive Tallahassee, Florida 32301 File No: 26076.54

WD-1 5/93

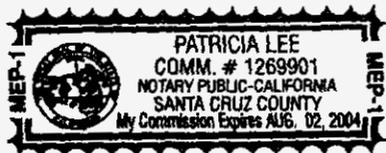


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 COUNTY OF SANTA CRUZ } SS.

On August 21, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared Paul L. Gould
 Name(s) of Signer(s)

Personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

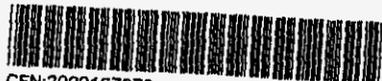


(Area above for official notarial seal)

Witness my hand and official seal.

Patricia Lee
 Signature of Notary

Patricia Lee
 Name (Typed or Printed)

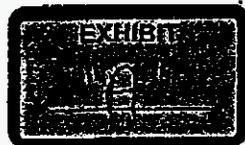
Capacity Claimed by Signer	Description of Attached Document
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer(s) - Title(s) _____ _____ _____ <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____ _____	(Although this information is optional, it could prevent fraudulent attachment of this certificate to another document.) This certificate is for attachment to the document described below: Title or type of document <u>warranty deed</u> _____ Number of pages <u>2</u> Date of document <u>8-21-00</u> Signer(s) other than named above _____ _____ _____
Signer is Representing: Name of person(s) or Entity(ies) _____ _____ _____	

Legal Description of Wastewater Plant Site

ALL THAT PART OF THE SOUTH 1/3 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 38 EAST. BREVARD COUNTY, FLORIDA. LYING WEST OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY AND LYING EAST OF A LINE 592 FEET WESTERLY OF THE WEST RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY AS MEASURED AT RIGHT ANGLES OF SAID RIGHT OF WAY LINE.

Legal Description of Water Plant Site

A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 30 SOUTH, RANGE 38 EAST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 10, THENCE N. 00.03'59" W. A DISTANCE OF 246.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 00.03'59" W. A DISTANCE OF 30.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 261.27 FEET AND A CENTRAL ANGLE OF 23.48'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 108.53 FEET TO A POINT OF TANGENCY; THENCE N. 23.52'01" W. A DISTANCE OF 116.81 FEET; THENCE N. 66.07'59" E. A DISTANCE OF 91.74 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILWAY; THENCE S. 23.52'01" E. ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 305.78 FEET; THENCE N. 89.56'12" W. A DISTANCE OF 137.98 FEET TO THE POINT OF BEGINNING.



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OR Book/Page: 4213 / 0431

COMPOSITE EXHIBIT "D"
(Water and Wastewater Tariff)

WASTEWATER TARIFF

BURKIM ENTERPRISES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

BURKIM ENTERPRISES, INC.

NAME OF COMPANY

2340 NE DIXIE HIGHWAY

JENSEN BEACH, FLORIDA 34957

(ADDRESS OF COMPANY)

(561) 334-3433

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1-3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 294-S

COUNTY - Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
10147	07/21/81	810007-WS	OCER Transfer

(Continued to Sheet No. 3.1)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 30 South, Range 38 East
Sections 10 and 11

Commence at the Southeast corner of the Northeast quarter of Section 10; proceed North 00 degrees, 03 minutes, 59 seconds East along the common line between Sections 10 and 11, a distance of 246.18 feet; thence South 89 degrees, 56 minutes, 12 seconds East, a distance of 302.08 feet to the East right-of-way of the Florida East Coast Railroad, as described in ORB 157, Page 85 and ORB 154, Page 39 of the Public Records of Brevard County, Florida; and the Point of Beginning of the herein described parcel; thence North 23 degrees, 52 minutes, 01 seconds West along the said East right-of-way, a distance of 1659.88 feet; thence South 89 degrees, 47 minutes, 45 seconds East, a distance of 367.79 feet to the said common line between Sections 10 and 11; thence continue South 89 degrees, 47 minutes, 45 seconds East, a distance of 228.50 feet to the West right-of-way of U.S. Highway No. 1 (143 foot R/W) and a point on a circular curve concave to the Northeast having a radius of 11,459.2 feet; thence Southeasterly along said West right-of-way and said curve through a central angle of 00 degrees, 13 minutes, 16 seconds for an arc distance of 44.22 feet to the Point of Tangency; thence continue along said right-of-way South 24 degrees, 36 minutes, 19 seconds East, a distance of 681.28 feet to the intersection with the North line of land described in DB 82, page 452, thence South 24 degrees, 36 minutes, 19 seconds East, a distance of 133.09 feet to a point of intersection; thence South 28 degrees, 00 minutes, 19 seconds East, a distance of 263.35 feet to a point on the West right-of-way of said U.S. Highway No. 1; thence continuing along said right-of-way South 28 degrees, 00 minutes, 19 seconds East, a distance of 317.88 feet to the point of curvature of a circular curve concave to the Southwest having a radius of 5729.65 feet; thence Southeasterly along said right-of-way and said curve through a central angle of 02 degrees, 28 minutes, 06 seconds for an arc distance of 246.84 feet; thence leaving said right-of-way proceed North 89 degrees, 56 minutes, 12 seconds West, a distance of 661.40 feet to the Point of Beginning.

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Brevard	Snug Harbor Lakes	GS, RS	12.0, 13.0
Brevard	Snug Harbor Village	GS, RS	12.0, 13.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Policy Dispute	7.0	2.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0

(Continued to Sheet No. 6.1)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

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

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

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

(Continued on Sheet No. 8.0)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

(Continued on Sheet No. 10.0)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 3.48
Full 3/4"	5.23
1"	8.71
1 1/2"	17.43
2"	27.88
3"	55.75
4"	87.12
6"	174.24

GALLONAGE CHARGE \$ 1.92 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 3.48
Full 3/4"	5.23
1"	8.71
1 1/2"	17.43
2"	27.88
3"	55.75
4"	87.12
6"	174.24

GALLONAGE CHARGE \$ 1.59 per 1,000 gallons
(Maximum 6,000 gallons)

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -
Meter Size Base Facility Charge
NOT APPLICABLE

GALLONAGE CHARGE \$

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>15.00</u>	<u>15.00</u>
1"	<u>N/A</u>	<u>25.00</u>
1 1/2"	<u>N/A</u>	<u>40.00</u>
Over 2"	<u>N/A</u>	<u>60.00</u>

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

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

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

EFFECTIVE DATE -
TYPE OF FILING -

KEITH BURGE
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The lines that have been installed for the water and wastewater systems are sufficient to serve the potential customer bases of both Snug Harbor Lakes and Snug Harbor Village developments; therefore, no additional lines will be installed. The value of these lines was charged off to cost of goods sold. All service availability charges have been discontinued to avoid negative plant balances at design capacity for each system. Therefore, on a forward-going basis, the utility is responsible for the costs of the physical connections necessary to provide service to new customers.

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

BURKIM ENTERPRISES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

BURKIM ENTERPRISES, INC.
NAME OF COMPANY

2340 NE DIXIE HIGHWAY

JENSEN BEACH, FLORIDA 34957

(ADDRESS OF COMPANY)

(561)334-3433

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1-3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	26.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 338-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>
10147	07/21/81	810007-WS	OCER Transfer

(Continued to Sheet No. 3.1)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 30 South, Range 38 East
Sections 10 and 11

Commence at the Southeast corner of the Northeast quarter of Section 10; proceed North 00 degrees, 03 minutes, 59 seconds East along the common line between Sections 10 and 11, a distance of 246.18 feet; thence South 89 degrees, 56 minutes, 12 seconds East, a distance of 302.08 feet to the East right-of-way of the Florida East Coast Railroad, as described in ORB 157, Page 85 and ORB 154, Page 39 of the Public Records of Brevard County, Florida; and the Point of Beginning of the herein described parcel; thence North 23 degrees, 52 minutes, 01 seconds West along the said East right-of-way, a distance of 1659.88 feet; thence South 89 degrees, 47 minutes, 45 seconds East, a distance of 367.79 feet to the said common line between Sections 10 and 11; thence continue South 89 degrees, 47 minutes, 45 seconds East, a distance of 228.50 feet to the West right-of-way of U.S. Highway No. 1 (143 foot R/W) and a point on a circular curve concave to the Northeast having a radius of 11,459.2 feet; thence Southeasterly along said West right-of-way and said curve through a central angle of 00 degrees, 13 minutes, 16 seconds for an arc distance of 44.22 feet to the Point of Tangency; thence continue along said right-of-way South 24 degrees, 36 minutes, 19 seconds East, a distance of 681.28 feet to the intersection with the North line of land described in DB 82, page 452, thence South 24 degrees, 36 minutes, 19 seconds East, a distance of 133.09 feet to a point of intersection; thence South 28 degrees, 00 minutes, 19 seconds East, a distance of 263.35 feet to a point on the West right-of-way of said U.S. Highway No. 1; thence continuing along said right-of-way South 28 degrees, 00 minutes, 19 seconds East, a distance of 317.88 feet to the point of curvature of a circular curve concave to the Southwest having a radius of 5729.65 feet; thence Southeasterly along said right-of-way and said curve through a central angle of 02 degrees, 28 minutes, 06 seconds for an arc distance of 246.84 feet; thence leaving said right-of-way proceed North 89 degrees, 56 minutes, 12 seconds West, a distance of 661.40 feet to the Point of Beginning.

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Brevard	Snug Harbor Lakes	GS, RS	12.0, 13.0
Brevard	Snug Harbor Village	GS, RS	12.0, 13.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, 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 BURKIM ENTERPRISES, 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)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, 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.

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0

(Continued to Sheet No. 6.1)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

RULES AND REGULATIONS

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

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

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

(Continued on Sheet No. 8.0)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	16.0
General Service, GS	12.0
Meter Test Deposit	17.0
Miscellaneous Service Charges	18.0
Multi-Residential Service, MS	14.0
Residential Service, RS	13.0
Service Availability Fees and Charges	19.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.
WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.79
Full 3/4"	14.69
1"	24.49
1 1/2"	48.98
2"	78.36
3"	156.72
4"	244.88
6"	489.75

GALLONAGE CHARGE \$ 1.71 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -
TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.79
Full 3/4"	14.69
1"	24.49
1 1/2"	48.98
2"	78.36
3"	156.72
4"	244.88
6"	489.75

GALLONAGE CHARGE \$ 1.71 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE -

Meter Size

Base Facility Charge

NOT APPLICABLE

GALLONAGE CHARGE

\$

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - To fire hydrants furnishing fire protection installed on public or private property connected to the water mains of the Company.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - \$0.50 per month, if available

- MINIMUM CHARGE - \$0.50 per month

- TERMS OF PAYMENT - Added to monthly bill. 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 -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, 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>	<u>General Service</u>
5/8" x 3/4"	<u>15.00</u>	<u>15.00</u>
1"	<u>25.00</u>	<u>25.00</u>
1 1/2"	<u>40.00</u>	<u>40.50</u>
Over 2"	<u>60.00</u>	<u>60.00</u>

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

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

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, 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 requires multiple actions.

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING -

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, 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"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
TYPE OF FILING -

KEITH BURGE
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	23.0
APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

NOT APPLICABLE

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities		
Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 19.0	
System Design and Construction		
Table of Daily Flows		
Transfer of Contributed Property - Bills of Sale		

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 19.0
Service Availability Policy	27.0

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: BURKIM ENTERPRISES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The lines that have been installed for the water and wastewater systems are sufficient to serve the potential customer bases of both Snug Harbor Lakes and Snug Harbor Village developments; therefore, no additional lines will be installed. The value of these lines was charged off to cost of goods sold. All service availability charges have been discontinued to avoid negative plant balances at design capacity for each system. Therefore, on a forward-going basis, the utility is responsible for the costs of the physical connections necessary to provide service to new customers.

KEITH BURGE
ISSUING OFFICER

PRESIDENT
TITLE

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared BRONWYN S. REVELL MODERAU, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Burkim Enterprises, Inc. and that on September 28, 2000, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.


Bronwyn S. Revell Moderau

Sworn to and subscribed before me this 28th day of September, 2000, by Bronwyn S. Revell Moderau, who is personally known to me.


Print Name Jacquelyn M. Tribble
NOTARY PUBLIC
My Commission Expires

EXHIBIT "E"



**NOTICE OF APPLICATION FOR A TRANSFER
OF ASSETS AND CERTIFICATE NOS. 338-W and 294-S**

LEGAL NOTICE

Notice is hereby given on September 28, 2000, pursuant to Section 367.071, Florida Statutes, of the application for transfer of the utility facilities of Connecticut General Development Utilities, Inc. and Certificate Nos. 338-W and 294-S to Burkim Enterprises, Inc. providing water and wastewater service to the following described territory in Brevard County, Florida:

**Township 30 South, Range 38 East
Sections 10 and 11**

Commence at the Southeast corner of the Northeast quarter of Section 10; proceed North 00 degrees, 03 minutes, 59 seconds East along the common line between Sections 10 and 11, a distance of 246.18 feet; thence South 89 degrees, 56 minutes, 12 seconds East, a distance of 302.08 feet to the East right-of-way of the Florida East Coast Railroad, as described in ORB 157, Page 85 and ORB 154, Page 39 of the Public Records of Brevard County, Florida; and the Point of Beginning of the herein described parcel; thence North 23 degrees, 52 minutes, 01 seconds West along the said East right-of-way, a distance of 1659.88 feet; thence South 89 degrees, 47 minutes, 45 seconds East, a distance of 367.79 feet to the said common line between Sections 10 and 11; thence continue South 89 degrees, 47 minutes, 45 seconds East, a distance of 228.50 feet to the West right-of-way of U.S. Highway No. 1 (143 foot R/W) and a point on a circular curve concave to the Northeast having a radius of 11,459.2 feet; thence Southeasterly along said West right-of-way and said curve through a central angle of 00 degrees, 13 minutes, 16 seconds for an arc distance of 44.22 feet to the Point of Tangency; thence continue along said right-of-way South 24 degrees, 36 minutes, 19 seconds East, a distance of 681.28 feet to the intersection with the North line of land described in DB 82, page 452, thence South 24 degrees, 36 minutes, 19 seconds East, a distance of 133.09 feet to a point of intersection; thence South 28 degrees, 00 minutes, 19 seconds East, a distance of 263.35 feet to a point on the West right-of-way of said U.S. Highway No. 1; thence continuing along said right-of-way South 28 degrees, 00 minutes, 19 seconds East, a distance of 317.88 feet to the point of curvature of a circular curve concave to the Southwest having a radius of 5729.65 feet; thence Southeasterly along said right-of-way and said curve through a central angle of 02 degrees, 28 minutes, 06 seconds for an arc distance of 246.84 feet; thence leaving said right-of-way proceed North 89 degrees, 56 minutes, 12 seconds West, a distance of 661.40 feet to the Point of Beginning.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant: Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
09/13/2000-11/11/2000

UTILITY NAME

MANAGER

BREVARD COUNTY

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 32952-2854	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) 723-2754 OR -2125
SAN SEBASTIAN UTILITIES, INC. (WU388) % HOWBERT, L.C. 6921 VICKIE CIRCLE MELBOURNE, FL 32904-2252	MICHAEL HOWARD (321) 724-5771
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)
09/13/2000-11/11/2000

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 32923-1750

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)
09/13/2000-11/11/2000

<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 32955	
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)
09/13/2000-11/11/2000

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

LIST OF WATER AND WASTEWATER UTILITIES IN INDIAN RIVER COUNTY

(VALID FOR 60 DAYS)
09/13/2000-11/11/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK OF THE CIRCUIT COURT, INDIAN RIVER COUNTY
P. O. BOX 1028
VERO BEACH, FL 32961-1028

CLERK, TO THE BOARD COUNTY COMMISSIONERS, INDIAN RIVER COU
1840 25TH STREET
VERO BEACH, FL 32960-3365

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

MAYOR, CITY OF FELLSMERE
21 SOUTH CYPRESS STREET
FELLSMERE, FL 32948-6714

MAYOR, CITY OF SEBASTIAN
1225 MAIN STREET
SEBASTIAN, FL 32958-8697

MAYOR, CITY OF VERO BEACH
P. O. BOX 1389
VERO BEACH, FL 32961-1389

MAYOR, TOWN OF INDIAN RIVER SHORES
6001 NORTH A-1-A
INDIAN RIVER SHORES, FL 32960

MAYOR, TOWN OF ORCHID
10 ORCHID ISLAND DRIVE
VERO BEACH, FL 32963-9546

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

LIST OF WATER AND WASTEWATER UTILITIES IN INDIAN RIVER COUNTY

(VALID FOR 60 DAYS)
09/13/2000-11/11/2000

UTILITY NAME

MANAGER

TREASURE COAST REG PLANNING COUNCIL
301 EAST OCEAN BLVD, SUITE 300
STUART, FL 34994

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 "F"

WILL BE LATE FILED EXHIBIT

(Affidavit of Notice to Customers)

EXHIBIT "G"

WILL BE LATE FILED

(Affidavit of Newspaper)