

ORIGINAL

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Pursuant to Section 367.071, Florida Statutes)

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

CK 2096
\$1,500.00
MC

010801-WS

The undersigned hereby makes application for the transfer of the majority organizational control of Bieber Enterprises/DBA Breeze Hill utility operating under Water Certificate No. 598W and/or Wastewater Certificate No. 5135 located in Polk County, Florida, and submits the following information:

DEPOSIT DATE
D076 JUN 05 2001

PART I APPLICANT INFORMATION

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

Breeze Hill - Bieber Enterprises d/b/a
Name of utility

(813) 696 1106 Phone No. (813) 696 7939 Fax No.

152 Breeze Hill
Office street address

Lake Wales City FL State 33853 Zip Code

Same
Mailing address if different from street address

N/A
Internet address if applicable

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

Terrance Hartigh (863) 696 1166
Name Phone No.

152 Breeze Hill
Street address

Lake Wales FL 33853
City State Zip Code

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

Breeze Hill Utility - Bieber Enterprises d/b/a - Terrance Hartigh
Name of utility

(863) 696 1166 (863) 696 7939
Phone No. Fax No.

152 Breeze Hill
Office street address

Lake Wales FL 33853
City State Zip Code

Same
Mailing address if different from street address

N/A
Internet address if applicable

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

Terrance Hartigh

3453 Hurlbut Circle

Lake Wales FL 33853

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit 1 - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

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

None

C) Exhibit 4 - A copy of the purchase agreement. *- See Attached*

D) Exhibit 3 - A statement of how the buyer is financing the purchase.

E) Exhibit 2 - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

F) Exhibit 5 - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

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

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit 6 - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit 9 - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit 10 - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$ _____ (for water) \$ _____ (for wastewater).

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

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**

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

PART V OTHER

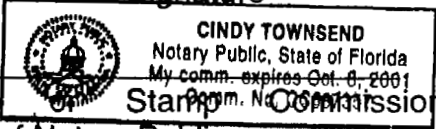
- A) Exhibit 7 - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit 8 - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit _____ - The utility's current certificate(s). If not available, an explanation of the ~~steps~~ taken to obtain the certificate(s).

PART VI AFFIDAVIT

I TERRANCE HARTIGH (applicant) do solemnly swear or affirm that the facts stated in the forgoing 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: Terrance Hartigh
Applicant's Signature
TERRANCE HARTIGH
Applicant's Name (Typed)
PRESIDENT
Applicant's Title *

Subscribed and sworn to before me this 30th day of the month of May 2001
in the year of 2001 by Terrance Hartigh who is personally known to me _____ or produced the following identification FLDL# H632-819-50-341-0
Type of Identification Produced

Cindy Townsend
Notary Public's Signature
Print, Type _____
Name of Notary Public


* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

NOTICE OF APPLICATION
FOR TRANSFER OF MAJORITY
ORGANIZATIONAL CONTROL

Notice is hereby given this June 1, 2001, pursuant to Section 367.071, Florida Statutes, of the Application for the Transfer of Majority Organizational Control of Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities from Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities and Paul Bieber to Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities and Terrance Hartigh, provides water and wastewater service in Polk County, Florida pursuant to Certificate Nos. 598W and 513S. The certificated service area of Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities, is located in North one half of Section 32, Township 30 S., Range 29 E. in Polk County, Florida. For further information on the certificated service area of Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities, please contact Breeze Hill Utilities at (863)696-1666 or 152 Breeze Hill Lake Wales, Florida 33853.

Any objection to the application must be made in writing and filed within thirty days from this date with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicants at the following address: c/o Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities, c/o Terrance Hartigh 152 Breeze Hill, Lake Wales, Florida 33853.

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
05/23/2001-07/21/2001

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>POLK COUNTY</u>	
ABCA, INC. (SUB02) % FIRST UNION NATIONAL BANK, 7TH FLOOR 1970 CHAIN BRIDGE ROAD MCLEAN, VA 22102-4099	PAMELA C. MCCARTHY (703) 760-5904
ANGLERS COVE WEST, LTD. (WS817) P. O. BOX 5252 LAKELAND, FL 33807-5252	RAY MOATS (941) 647-1581
AQUASOURCE UTILITY, INC. (WS819) % DQE, INC. 400 FAIRWAY DRIVE, SUITE 400 CORAPOLIS, PA 15108-3190	RICHARD S. HERSKOVITZ (412) 393-3662
BIEBER ENTERPRISES, INC. D/B/A BREEZE HILL UTILITIES (WS799) 152 BREEZE HILL LAKE WALES, FL 33853-7300	TERRY W. HARTIGH (863) 696-1656
CHC VII, LTD. (WS816) P. O. BOX 5252 LAKELAND, FL 33807-5252	RAY MOATS (941) 647-1581
CROOKED LAKE PARK SEWERAGE COMPANY (SU785) 227 CALOOSA LAKE CIRCLE, NORTH LAKE WALES, FL 33853-8605	KENNETH J. KNOWLTON (941) 638-3117
CRYSTAL RIVER UTILITIES, INC. (WS772) % DQE, INC. 400 FAIRWAY DRIVE, SUITE 400 CORAPOLIS, PA 15108-3190	RICHARD S. HERSKOVITZ (412) 393-3662
CYPRESS LAKES UTILITIES, INC. (WS800) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
FLORIDA WATER SERVICES CORPORATION (WS765) P. O. BOX 609520 ORLANDO, FL 32860-9520	FREDERICK W. LEONHARDT (407) 598-4152
FOUR LAKES GOLF CLUB, LTD. (WS815) P. O. BOX 5252 LAKELAND, FL 33807-5252	RAY MOATS (941) 647-1581

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
05/23/2001-07/21/2001

UTILITY NAME

MANAGER

POLK COUNTY (continued)

HIDDEN COVE, LTD. (WS814)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

KEEN SALES, RENTALS AND UTILITIES, INC. (WU771)
686 DYSON ROAD
HAINES CITY, FL 33844-8587

JAMES RAY KEEN
(863) 421-6827

LAKE HAVEN UTILITY ASSOCIATES, LTD. D/B/A LAKE WALES UTILI (WS786)
P. O. BOX 9076
LAKESHORE, FL 33854-9076

DAVID K. PEARCE
(941) 696-1128

MOUNTAIN LAKE CORPORATION (WU791)
P. O. BOX 932
LAKE WALES, FL 33859-0832

ROBERT E. MARTIN
(863) 676-3494

NEW RIVER RANCH, L.C. D/B/A RIVER RANCH (WS797)
2555 ENTERPRISE ROAD, SUITE 12A
CLEARWATER, FL 33763-1160

ANDREW J. BOLNICK
(727) 791-4454

ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789)
710 OVERLOOK DRIVE
WINTER HAVEN, FL 33884-1669

CAROL C. RHINEHART
(863) 324-3698

PARK WATER COMPANY INC. (WU776)
25 FIRST AVENUE, NORTH
LAKE WALES, FL 33853-8761

ANTHONY STAIANO
(863) 638-1285

PINECREST RANCHES, INC. (WU779)
P. O. BOX 2898
WINTER HAVEN, FL 33883-2898

JAMES D. VAUGHN
(941) 293-2577

PLANTATION LANDINGS, LTD. (WS813)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

POINCIANA UTILITIES INC. (WS194)
4837 SWIFT ROAD, SUITE 100
SARASOTA, FL 34231-5157

LARRY GOOD
(407) 933-5514

S. V. UTILITIES, LTD (WS812)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
05/23/2001-07/21/2001

UTILITY NAME

MANAGER

POLK COUNTY (continued)

SPORTS SHINKO UTILITY, INC. D/B/A GRENELEFE UTILITIES (WS770)
3200 STATE ROAD 546
GRENELEFE, FL 33844-9732

CHARLES EDGE
(863) 421-5037

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
05/23/2001-07/21/2001

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL
P.O. BOX 2089
BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW
450 NORTH WILSON
BARTOW, FL 33830-3954

CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
P. O. BOX 9000, DRAWER CC-1
BARTOW, FL 33831-9000

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

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF AUBURNDALE
P. O. BOX 186
AUBURNDALE, FL 33823-0186

MAYOR, CITY OF DAVENPORT
P. O. BOX 125
DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE
P. O. BOX 129
EAGLE LAKE, FL 33839-0129

MAYOR, CITY OF FROSTPROOF
P. O. BOX 308
FROSTPROOF, FL 33843-0308

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
05/23/2001-07/21/2001

UTILITY NAME

MANAGER

MAYOR, CITY OF FT. MEADE
P. O. BOX 856
FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY
P. O. BOX 1507
HAINES CITY, FL 33845-1507

MAYOR, CITY OF LAKE ALFRED
120 EAST POMELO STREET
LAKE ALFRED, FL 33860-2136

MAYOR, CITY OF LAKE WALES
P. O. BOX 1320
LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FL 33801-5086

MAYOR, CITY OF MULBERRY
P. O. BOX 707
MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN
P. O. BOX 2277
WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE
P. O. BOX 1000
DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLCREST HEIGHTS
151 SCENIC HIGHWAY, N.
P. O. BOX 129
BABSON PARK, FL 33827-0127

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
05/23/2001-07/21/2001

UTILITY NAME

MANAGER

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

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

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

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

Part II Financial and Technical Information

Exhibit II- Walter Leigh Messer, license number 0001258, will continue to oversee Breeze Hill Utility as an expert advisor. Paul Bieber, former owner of Breeze Hill Utility, will also stay on as advisor to president Terrance Hartigh. The buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

Exhibit 3- As a joint purchase in a \$ 138,000 note, \$69,000 has been attached to the Breeze Hill Utility in a personal loan from Paul Bieber.

Exhibit 5- Buyer has inspected and finds after reasonable investigation that the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP.

Personal Financial Statement		IMPORTANT: If additional space is needed, please list information on a separate sheet and attach it to this form.	
Assets	Amount	Liabilities	Amount
Cash in SunTrust Bank	\$ 22,000.00	Loans owed to SunTrust Bank	\$
Cash in Other Financial Institutions	\$	Loans owed to Other Financial Institutions (complete Section 3 below)	\$
Stocks and Bonds (complete Section 1 below)	\$ 150,000.00	Credit Card Balances (complete Section 3 below)	\$
Vested Interest in Retirement - 401K, etc.	\$ 15,000.00	Real Estate Mortgages	\$ 400,000.00
Accounts, Notes, and Loans Receivable	\$ 30,000.00	Income Taxes Payable	\$
Life Insurance - Net Cash Value	\$	Other Liabilities (Describe)	\$
Real Estate Owned (complete Section 2 below)	\$ 1,130,000.00	1.	\$
Automobiles (Make and Year)	\$ 30,000.00	2.	\$
1. FORD VAN FOR MOTORHOME	\$	Alimony, Child Support and Separate Maintenance Payments Owed (Annualize)	\$
2. DODGE VAN	\$		\$
Other Assets (Describe)	\$ 40,000.00	Total Liabilities	\$ 400,000.00
1. 3453 HURLOCK LAKEWALK	\$ 150,000.00	Net Worth (Total Assets Minus Total Liabilities)	\$ 1,167,000.00
2. 152 ORCHARD HILL "	\$	Total Liabilities and Net Worth	\$ 1,567,000.00
Total Assets	\$ 1,567,000.00		

Section 1 Stocks and Bonds (Use separate sheet if necessary)

Number of Shares Face Value of Bonds	Description	Present Market Value	P = Pledged R = Restricted
	PBHG TECH FUND	\$ 80,000	
	PBHG SELECT EQUITY	\$ 70,000	
		\$	

Section 2 Real Estate Owned (Use separate sheet if necessary)

Address of Property	% of Ownership	Cost and Year Acquired	Present Market Value	Mortgage Balance	Monthly Mortgage Payment	Monthly Rental Income	Mortgagee
1. 32 LAKEVIEW, SEBRING	100	\$ 740,000 YR 2001	\$ 800,000	\$ 400,000	\$ 3500	\$ 11,000	SUNTRUST
2. 6349 STONE RIVER BRIDGE	100	\$ 120,000 YR 1994	\$ 150,000	\$ -0-	\$ -	\$ 1500	
3. 6610 NAONTAH ROCK	100	\$ 150,000 YR 1999	\$ 180,000	\$ -0-	\$ -	\$ -	

Section 3 List all Current Debts and Credit References Open/Paid (Use separate sheet if necessary)

To Whom Paid Include MasterCard and VISA	Address	Account Number	Credit Limit	Present Balance	Monthly Payments
VISA				-0-	

General Information on Borrower(s)

Are you a guarantor on anyone's debt? **NO** If yes, give details.

Are there any suits or judgements now pending against you? **NO** If yes, state amount(s) \$

Have you been declared bankrupt in the last 10 years? **NO** If yes, please give date.

Life Insurance \$ Beneficiary

Do you know of anything which might interrupt the income shown on the front side that could affect your ability to repay the SunTrust account?
If yes, how long will the interruption last?

Homeowner's Insurance

Agent _____ Address _____ Phone _____

OPTIONAL CREDIT INSURANCE - Group credit life insurance is available on your Access 3 Equity Line account. This insurance is optional and not required to qualify for credit. I would like information about the optional insurance for my Access 3 Equity Line account. Yes No

Applicant(s) certifies that all information contained in this application or in any other document submitted for the purpose of obtaining credit is true, complete, and correct and accurately reflects Applicant(s)' current financial condition. In order to provide the Applicant with SunTrust products and services, Applicant(s) authorizes SunTrust Bank, its affiliates, or its authorized agents to verify any and all information, to make any inquiries of others, including but not limited to, procuring reports from consumer reporting agencies, credit bureaus, and the Internal Revenue Service, and to provide information arising out of Applicant(s)' transaction or experience with it to others. Any reference, employer or creditor named herein is expressly authorized to furnish Bank with information in connection with this application. This application shall remain the property of SunTrust. Bank may require Applicant to provide updated financial information on an annual basis.

Referral: Unless I/we initial here, SunTrust Bank is hereby authorized to share this application and related information with SunTrust Personal Loans, Inc. which may consider my application for loan approval/purchase. Loan products may vary. Applicant(s) Initials _____

Applicant Signature *Serry Hartzel* Date **5/30/01**

Co-Applicant Signature _____ Date _____

Exhibit 2

CLOSING STATEMENT AND DISBURSEMENT SCHEDULE

SELLER: PAUL E. BEIBER *check to seller*
 PURCHASER: TERRY HARTIGH *to escrow fund* \$ 1,096,660.00
 CLOSING DATE: April 13, 2001 - 10,000.00
 PROPERTY: STOCK OF BIEBER ENTERPRISES, INC. \$ 99,660.00

	<u>CREDIT SELLER</u>	<u>CREDIT PURCHASER</u>	<i>net check seller</i>
Purchase Price	\$ 320,000.00		
Earnest Money Deposit		\$ 5,000.00	
Promissory Note		\$ 138,000.00	
Amount Payable to Lake Walk in the Water Village Associates, Ltd. For Lots Outside of Closing		\$ 72,000.00	
ADJUSTED PURCHASE PRICE		\$ 105,000.00	
<i>PRORATION CREDIT</i>		<i>- 5,150.69</i>	
		<u>899,849.31</u>	
<u>EXPENSES</u>	<u>CHARGE SELLER</u>	<u>CHARGE PURCHASER</u>	
Documentary Stamp Tax (Note)		\$ 483.00	
Intangible Tax (Mortgage)		\$ 276.00	
Recording Fee (Mortgage)		\$ 24.00	
Title Search Charges	\$ 165.00		
UCC Search Charges	\$ 150.00		
Certificate of Good Standing	\$ 25.00		
TOTAL EXPENSES	\$ 340.00	\$ 783.00	

check from First American title 99,849.31
due from Terry 96,891.15
 \$ 2,958.16

PROMISSORY NOTE

For value received, the undersigned (whether one or more, hereinafter called "Maker"), jointly and severally promise(s) to pay to PAUL E. BIEBER (hereinafter called "Payee"), or its order, at 152 Breeze Hill, Lake Wales, Florida 33853 the principal sum of one hundred thirty eight thousand dollars and 00/100 (\$138,000.00) U.S. DOLLARS, with interest on the unpaid principal balance from the date of this note at the rate of (7.5 %) PERCENT per annum, payable according to the following schedule:

Maker shall pay to Payee 59 consecutive monthly payments of principal and interest in the amount of one thousand one hundred fifteen dollars and eighty cents, (\$1,115.80) beginning June 1, 2001, and continuing on the 1st day of each consecutive month thereafter until the sixtieth and final payment (constituting a balloon payment) in the amount of one hundred twenty one thousand four hundred seventy nine dollars and forty nine cents (\$121,479.49), or such other amount to fully pay all outstanding principal, interest and fees in full on such date.

Maker shall have the right, at any time, to pay off the entire principal balance, or any portion thereof, without penalty therefore. Any partial prepayment will not change the due date under this note. If any payment required to be paid under this note is not paid in full on or before its due date or Maker defaults in the performance of any agreement contained in this note and such default continues for a period of thirty (30) days, then, at the option of the Payee, the full amount of unpaid principal and other charges owing under this note shall become immediately due and payable, without demand or notice, and all amounts owing under this note shall then commence to bear interest at a rate of eighteen (18%) percent per annum.

This note is negotiable. Maker hereby waives demand, notice of dishonor, presentment, and protest. In the event this note shall be collected by legal process or by an attorney, the Maker agrees to pay the reasonable costs and expenses incurred by the holder or holders of this note in collecting the sums due under it, including, without limitation, reasonable attorneys' fees incurred at the trial level and with respect to all appeals.

This note shall be governed as to validity, interpretation, construction, effect, and all other respects by the laws of the State of Florida. Furthermore, the venue of any legal proceeding instituted for the purpose of enforcing this note shall be in Polk County, Florida.

IN WITNESS WHEREOF, Maker has executed this note on the 13th day of April, 2001.

Signed, sealed and delivered in
the presence of two witnesses:

Keith H. Wadsworth
Print Name: Keith H. Wadsworth

Mary Kay Roberts
Print Name: MARY KAY ROBERTS
(Witness)

Keith H. Wadsworth
Print Name: Keith H. Wadsworth

Mary Kay Roberts
Print Name: MARY KAY ROBERTS
(Witness)

Terry Hartigh
TERRY HARTIGH

BIEBER ENTERPRISES, INC.

By: Terry Hartigh

It's: President

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

1 PARTIES: BEIBER ENTERPRISES INC, DBA BREEZE HILL UTILITY ("Seller"),
2 of 152 BREEZE HILL LAKE WALES FL (Phone) 8636961666
3 and TERRY HARTIG ("Buyer"),
4 of 6610 NAOMITAH ROCKFORD MI 49341 (Phone) (616)8742188

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

7 L. DESCRIPTION:
8 (a) Legal description of the Real Property located in POLK County, Florida: BREEZE HILL UTILITY
9 152 BREEZE HILL LAKE WALES FL, CONSISTING OF
10 THE WATER AND SEWER UTILITY OF BREEZE HILL MOBILE PARK
11 (b) Street address, city, zip, of the Property is:
12 (c) Personal Property: SPARE PARTS FOR WELL & SEWER TREATMENT PLANT
13 (THIS OFFER SUBJECT TO THE APPROVAL OF THE STATE OF
14 FLORIDA PUBLIC SERVICE COMMISSION.

15 III. PURCHASE PRICE: \$ 170,000
16 PAYMENT:
17 (a) Deposit held in escrow by PETERSON & MEYER ATTORNEYS (Escrow Agent) in the amount of \$ 2,500
18 (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date (see Paragraph III) in the amount of \$ _____
19 (c) Subject to AND assumption of existing mortgage in good standing in favor of _____
20 _____ having an approximate present principal balance of \$ _____
21 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \$ 120,000
22 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \$ _____
23 (f) Other: \$ _____
24 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations \$ 47,500

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

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

44 V. TITLE EVIDENCE: At least 10 days before closing date, (CHECK ONLY ONE): Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or Buyer shall at Buyer's
45 expense obtain (CHECK ONLY ONE): abstract of title; or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an
46 owner's policy of title insurance.

47 VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on OR BEFORE 3/15/2001 unless modified by other provisions of this Contract.
48 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by
49 governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public
50 utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
51 lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum);
52 provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for BUSINESS purpose(s).

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

57 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.
58 X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):
59 COMPREHENSIVE RIDER HOMEOWNERS' ASSN. COASTAL CONSTRUCTION CONTROL LINE
60 CONDOMINIUM "AS IS" INSULATION
61 VAFHA LEAD-BASED PAINT ADDENDUM # 101

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

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

72 MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
73 (a) \$ _____ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price). SELLER DOES NOT WARRANTY WELL AND SEWER PLANT
74 (b) \$ _____ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price). AFTER CLOSE,

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

77 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
78 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.
79 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should
80 be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
81 COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

82 Terry Hartig NOV 17, 2000 Fred O. Beiber 11-21-00
83 (Buyer) (Date) (Seller) (Date)

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

85 _____ (Date) _____ (Date)
86 (Buyer) (Seller)

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

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

90 Name: _____ Listing Broker
91 Cooperating Brokers, if any _____

REDACTED

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

1 PARTIES: BEIBER ENTERPRISES INC. DBA BREEZE HILL MOBILE HOME ("Seller")
2 of PARK 152 BREEZE HILL LAKEWALES FL. (Phone) (863) 6961666
3 and TERRY HARTIGH ("Buyer")
4 of 6610 NAONTAH ROCKFORD MI 4934 (Phone) (616) 8748188

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

7L DESCRIPTION:
#8 (a) Legal description of the Real Property located in POWK County, Florida: BREEZE HILL MOBILE HOME PARK WALK IN WATER RD LAKE WALES, FL.

#11 (b) Street address, city, zip, of the Property is:
#12 (c) Personal Property: ATTACHED LIST DATED DEC 7 1999, PLUS OFFICE FURNITURE AND EQUIPMENT PRESENTLY LOCATED IN THE HOME OFFICE OF SELLER INCLUDING FAX MACHINES, COMPUTER, COPIER, DESK & ALL RECORDS PERTAINING TO THE BUSINESS.

#15 PURCHASE PRICE: \$ 150,000.00
#16 PAYMENT:
#17 (a) Deposit held in escrow by PETERSON + MEYER ATTORNEYS (Escrow Agent) in the amount of \$ 2500.00
#18 (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date (see Paragraph III) in the amount of \$ _____
#19 (c) Subject to AND assumption of existing mortgage in good standing in favor of _____ having an approximate present principal balance of \$ _____
#21 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \$ _____
#22 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \$ 700,000.00
#23 (f) Other: \$ _____
#24 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations \$ 47,500.00

#25 III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing #26 between the parties on or before NOV 25 2000, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of #27 execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller #28 has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

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

#41 V. TITLE EVIDENCE: At least 30 days before closing date, (CHECK ONLY ONE): Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or Buyer shall at Buyer's #42 expense obtain (CHECK ONLY ONE): abstract of title; or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an #43 owner's policy of title insurance.

#44 VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on OR BEFORE 3/15/2001 unless modified by other provisions of this Contract.

#48 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by #49 governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public #50 utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side #51 lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages; if any (if additional items, see addendum); #52 provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for BUSINESS purpose(s).

#53 VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof #54 and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy #55 is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to #56 have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

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

#58 X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):
#59 COMPREHENSIVE RIDER HOMEOWNERS' ASSN. COASTAL CONSTRUCTION CONTROL LINE
#60 CONDOMINIUM "AS IS" INSULATION
#61 VA/FHA LEAD-BASED PAINT ADDENDUM # 101 & ADDENDUM # 102

#62 XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability #63 under this Contract; or may not assign this Contract.

#64 XII. DISCLOSURES:
#65 (a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon #66 that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.
#67 (b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
#68 (c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
#69 (d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
#70 (e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE #71 HOMEOWNERS' ASSOCIATION DISCLOSURE.

#72 MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of: WELL + SEWER PLANT TO BE IN GOOD WORKING ORDER AT CLOSING, THERE IS NO WARRANTY AFTER
#73 (a) \$ _____ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).
#74 (b) \$ _____ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

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

#77 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. CLOSE
#78 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.
#79 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should #80 be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
#81 COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

#82 Terry Hartigh NOV 17 2000 Paul E. White 11-21-00
#83 (Buyer) (Date) (Seller) (Date)

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

#85 _____
#86 (Buyer) (Date) (Seller) (Date)

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

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

#90 Name: _____ Listing Broker
#91 Cooperating Brokers, if any _____
FAR/BAAR-5A* Revised 8/98 RIDERS CAN BE OBTAINED FROM THE FLORIDA ASSOCIATION OF REALTORS® OR THE FLORIDA BAR

REDACTED



ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

In reference to Contract dated NOV. 21, 2000 AND ADDENDUMS DATED NOV. 17, 2000 between TERRY HARTIGH the Buyer and

PAUL BEER BEER ENTERPRISES INC. - DBA BREZE HILL UTILITY & BREZE HILL MOBILE HOME PARK

the Seller, it is further AGREED as FOLLOWS:

- ① THIS OFFER CONTINGENT ON THE CLOSE OF 7021 BONNAIRE, ROCKFORD, MI, BY APRIL 1, 2001.
- ① THE ORIGINAL CONTRACTS ARE STILL IN EFFECT. THE CLOSING DATES ARE TO BE EXTENDED TO NO LATER THAN APRIL 15 2001.
- ② THE CONTRACTS ARE NOT CONTINGENT ON BUYER PURCHASING THE ADJACENT 53 ACRES.
- ③ BUYER TO APPLY FOR FINANCING BY MARCH 8, 2001.
- ④ THE PURCHASE PRICE ON BREZE HILL UTILITIES INCLUDES THE BUYER TAKING OVER THE CORPORATION WITH SELLER RESPONSIBLE FOR ALL BILLS TO THE DAY OF CLOSE. BUYER ASSUMES THE CORPORATION DEBT FREE. SELLER AND BUYER TO CHANGE CORPORATE PAPERWORK AT CLOSE TO REFLECT NEW OFFICERS.
- ⑤ ALL OTHER DETAILS ON THE PURCHASE AGREEMENTS AND ADDENDUMS 101 & 102 ARE TO REMAIN IN EFFECT EXCEPT FOR THE 4 ITEMS ABOVE.

6 5,000.00 Down Payment is needed, else Return of your 5,000.00 on old contract

This addendum, upon its execution by both parties, is herewith made an integral part of the aforementioned Contract.

Terry Hartigh
Buyer

Paul Beer SELLER

Date executed by Buyer 3/2/2001

Date executed by Seller 3/7/01

EXHIBIT #7

1 JUN 11 10 11 AM '00

INSTR # 2000108277
OR BK 04491 PG 1671
RECORDED 07/11/2000 08:55 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DOC TAX PD(F.S.201.02) 399.00
DEPUTY CLERK T Tierney

This Document Prepared by and Return to:
Keith H. Wadsworth
PETERSON & MYERS, P.A.
Post Office Box 1079
Lake Wales, FL 33859-1079

Parcel ID Number: 323029-993010-000530

Warranty Deed

This Indenture, Made this June day of 2000 A.D. Between
LAKE WALK IN THE WATER VILLAGE ASSOCIATES, LTD., a Florida
limited partnership of the County of Miami-Dade State of Florida, grantor, and
BIEBER ENTERPRISES, INC., a Florida corporation

whose address is: 152 Breeze Hill, Lake Wales, FL 33853

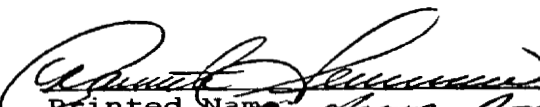
of the County of Polk State of Florida, grantee.

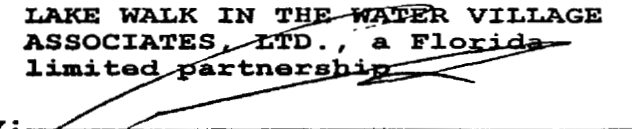
Witnesseth that the GRANTOR, for and in consideration of the sum of
TEN DOLLARS (\$10) DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Polk State of Florida to wit:

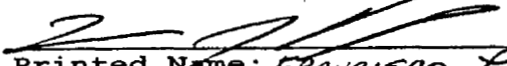
See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO restrictions, reservations and easements of record, if
any, and taxes for the year 2000 and subsequent years.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever
In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:


Printed Name: MARTA BENCOMO
Witness

By:  (Seal)
Gustavo A. Pines, Vice President of
Pines Group, Inc., general partner
P.O. Address: 3301 Ponce De Leon Blvd., Coral Gables, FL 33134


Printed Name: FRANCISCO PINES
Witness

STATE OF Florida
COUNTY OF Miami-Dade
The foregoing instrument was acknowledged before me this June day of 2000 by
Gustavo A. Pines, Vice President of Pines Group Inc., general partner
on behalf of LAKE WALK IN THE WATER VILLAGE ASSOCIATES, LTD., a Florida
Limited Partnership.
he is personally known to me, or he has produced his Florida driver's license as identification.



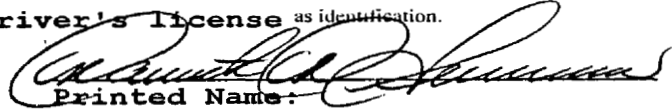

Printed Name: _____
Notary Public
My Commission Expires: _____

EXHIBIT "A"

PARCEL 1

Commence at the N.W. corner of Section 32, Township 30 S., Range 29 E. in Polk County, Florida; thence run on an assumed bearing of N. 89°22'30" E. 625.92' along the North line of said Section; thence S. 00°16'17" E. 50.31' to the point of beginning; thence S. 00°16'17" E. 207.82'; thence S. 56°13'58" W. 244.67' to a point on the Northeasterly right-of-way line of WALK-IN-WATER ROAD; thence N. 43°50'22" W. 164.36' along said right-of-way; thence N. 51°24'05" E. 23.88'; thence N. 00°45'25" W. 208.02'; thence N. 89°33'02" E. 300.34', returning to the point of beginning, containing 1.93 acres, more or less.

TOGETHER with an easement for utilities over and across the following described property:

Commence at the N.W. corner of Section 32, Township 30 S., Range 29 East in Polk County, Florida; thence run along the North line of said Section 32, on an assumed bearing of N. 89°22'30" E. 625.92" thence S. 00°16'17" E. 258.13', thence S. 56°13'58" W. 244.67' to the Northeasterly right-of-way line of WALK-IN-WATER ROAD for the point of beginning; thence S. 43°50'22" E. 1035.49' along said right-of-way line to the Southwesterly corner of Lot 1 at WALK-IN-WATER VILLAGE, UNIT THREE, as recorded in Plat Book 73, Page 14, of the public records of Polk County, Florida; thence N. 46°09'38" E, 25.00 along the Northwesterly boundary line of said Lot 1; thence N. 43° 50' 22" W. 1031.05'; thence S. 56° 13' 58" W. 25.39" returning to the point of beginning.

PARCEL II

Tracts A, B, C, D, and E, of WALK IN THE WATER VILLAGE - UNIT ONE, according to the map or plat thereof as recorded in Plat Book 64, Page(s) 38, Public Records of Polk County, Florida; and Tract F of WALK IN THE WATER VILLAGE - UNIT TWO, according to the map or plat thereof as recorded in Plat Book 66, Page 4, Public Records of Polk County, Florida.

PARCEL I 323.029-000000-033030

Commence at the N.W. corner of Section 32, Township 30 S., Range 29 E. in Polk County, Florida; thence run on an assumed bearing of N. 89°22'30" E. 625.92' along the North line of said Section; thence S. 00°16'17" E. 50.31' to the point of beginning; thence S. 00°16'17" E. 207.82'; thence S. 56°13'58" W. 244.67' to a point on the Northeasterly right-of-way line of WALK-IN-WATER ROAD; thence N. 43°50'22" W. 164.36' along said right-of-way; thence N. 51°24'05" E. 23.88'; thence N. 00°45'25" W. 208.02'; thence N. 89°33'02" E. 300.34', returning to the point of beginning, containing 1.93 acres, more or less.

TOGETHER with an easement for utilities over and across the following described property:

Commence at the N.W. corner of Section 32, Township 30 S., Range 29 East in Polk County, Florida; thence run along the North line of said Section 32, on an assumed bearing of N. 89°22'30" E. 625.92" thence S. 00°16'17" E. 258.13', thence S. 56°13'58" W. 244.67' to the Northeasterly right-of-way line of WALK-IN-WATER ROAD for the point of beginning; thence S. 43°50'22" E. 1035.49' along said right-of-way line to the Southwesterly corner of Lot 1 at WALK-IN-WATER VILLAGE, UNIT THREE, as recorded in Plat Book 73, Page 14, of the public records of Polk County, Florida; thence N. 46°09'38" E, 25.00 along the Northwesterly boundary line of said Lot 1; thence N. 43° 50' 22" W. 1031.05'; thence S. 56° 13' 58" W. 25.39" returning to the point of beginning.

PARCEL II

Tracts A, B, C, D, and E, of WALK IN THE WATER VILLAGE - UNIT ONE, according to the map or plat thereof as recorded in Plat Book 64, Page(s) 38, Public Records of Polk County, Florida; and Tract F of WALK IN THE WATER VILLAGE - UNIT TWO, according to the map or plat thereof as recorded in Plat Book 66, Page 4, Public Records of Polk County, Florida.

WATER TARIFF

Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities
NAME OF COMPANY

152 Breeze Hill

Lake Wales, Florida 33853

(ADDRESS OF COMPANY)

(941) 696-1666

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

TERRANCE HARTIGIT
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

Table of Contents

Sheet Number

Communities Served Listing

Description of Territory Served

Index of

 Rates and Charges Schedules

 Rules and Regulations

 Service Availability Policy

 Standard Forms

Technical Terms and Abbreviations

Territory Served

TERRANCE HARTIGT
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type





(Continued to Sheet No. 3.1)

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Polk	Breeze Hill		

TERRANCE HARTIGL
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" -
- 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 which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 11.0 "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.

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	13.0
Adjustment of Bills	10.0	23.0
Adjustment of Bills for Meter Error	10.0	24.0
All Water Through Meter	10.0	22.0
Applications.....	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	9.0	16.0
Extensions	8.0	6.0
Filing of Contracts	10.0	26.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	7.0	7.0
Meters	10.0	21.0

(Continued to Sheet No. 6.1)

JERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Meter Accuracy Requirements	10.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	17.0
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	14.0
Termination of Service	9.0	18.0
Type and Maintenance	8.0	9.0
Unauthorized Connections - Water	10.0	20.0

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

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.

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 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 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 in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

TERRANCE HARTIG #

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER 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 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.

9.0 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.

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 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.

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 utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

TERRANCE HARTIGH
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 8.0)

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.

13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company 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.

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 water service.

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

In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility 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 utility'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 utility shall bill the customer the base facility charge regardless of whether there is any usage.

16.0 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.

17.0 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.

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

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 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.
- 21.0 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.
- 22.0 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.
- 23.0 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 billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 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.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 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.

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD -

RATE - Not Applicable

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - grandfather

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

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 - flat rate of \$11.00

MINIMUM CHARGE - \$11.00

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 - grandfather

TERRANCE HARTIGH
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

SCHEDULE OF 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>N/A</u>	<u>N/A</u>
1"	<u> </u>	<u> </u>
1 1/2"	<u> </u>	<u> </u>
Over 2"	<u> </u>	<u> </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 _____ 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 - grandfather

TERRANCE HARTIGH
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

METER TEST DEPOSITS

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 utility 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 field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING -

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER 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 would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would 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 would 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 would 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 - grandfather

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities
 WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. 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"	Actual Cost [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	Actual Cost [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>	Actual Cost [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"	Actual Cost [1]	
<u>Plan Review Charge</u>	Actual Cost [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	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE -
TYPE OF FILING -

TERRANCE HARTIG H
 ISSUING OFFICER
PRESIDENT
 TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

INDEX OF STANDARD FORMS

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

TERRANCE HARTIG H

ISSUING OFFICER

PRESIDENT

TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State Zip

Service Address _____

City

State Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

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

Signature

Date

TERRANCE HARTIG
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

APPLICATION FOR METER INSTALLATION

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

COPY OF CUSTOMER'S BILL

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<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 Utility.....		
Off-Site Facilities.....		
On-Site Facilities.....		
Refundable Advances.....		
Schedule of Fees and Charges.....	Go to Sheet No. 17.0	
System Design and Construction.....		
Table of Daily Flows.....		
Transfer of Contributed Property - Bills of Sale..		

TERRANCE HARTIGH
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Fees and Charges.....	Go to Sheet No. 17.0
Service Availability Policy.....	24.0

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

SERVICE AVAILABILITY POLICY

TERLANE HARTIG
ISSUING OFFICER
PRESIDENT

WASTEWATER TARIFF

Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Bieber Enterprises, Inc d/b/a Breeze Hill Utilities
NAME OF COMPANY

152 Breeze Hill

Lake Wales, Florida 33853

(ADDRESS OF COMPANY)

(941) 696-1666
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

TERRANCE HARTIGH
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

Table of Contents

Sheet Number

Communities Served Listing

Description of Territory Served

Index of

 Rates and Charges Schedules

 Rules and Regulations

 Service Availability Policy

 Standard Forms

Technical Terms and Abbreviations

Territory Served

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type





(Continued to Sheet No. 3.1)

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

TERRANCE HARTIG H

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Polk	Breeze Hill		

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" -
- 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 which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of 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 facility used for conveying wastewater service through individual services or through other mains.
- 9.0 "POINT OF COLLECTION" - For wastewater systems, "point of collection" shall mean point at which the Company's piping, fittings, and valves connection with the customer's piping, fittings and valves.
- 10.0 "RATE" - Amount which the utility may charge for wastewater service which is applied to the customer's water consumption.
- 11.0 "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.

TERRANCE HARTIS

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	13.0
Adjustment of Bills	10.0	23.0
Applications.....	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	9.0	16.0
Evidence of Consumption.....	10.0	22.0
Extensions	8.0	6.0
Filing of Contracts	10.0	26.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	7.0	7.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	17.0
Policy Dispute	7.0	2.0
Protection of Company's Property	12.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0

(Continued to Sheet No. 6.1)

TERRANCE HARTIG
 ISSUING OFFICER
PRESIDENT
 TITLE

NAME OF COMPANY Breeze Hill Utilities

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	8.0	9.0
Unauthorized Connections - Wastewater	9.0	20.0

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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.

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 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 water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

TERRANCE HARTIG
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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 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.

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.

TERRANCE HARTIG
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Utilities Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 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 utility property or refuses to correct any problems reported by the utility, 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.
- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company 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.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - ~~Monthly~~, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility 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 utility'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 utility shall bill the customer the base facility charge regardless of whether there is any usage.

- 16.0 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.
- 17.0 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.

TERRANCE HARTIG
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, 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, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be 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.

TERRANCE HARTIGH

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - Not Applicable

MINIMUM CHARGE -

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

EFFECTIVE DATE -
TYPE OF FILING -

TERENCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE - flat rate of \$8.00

MINIMUM CHARGE - \$8.00

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 - grandfather

TERRANCE HARTSH

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

TERRANCE HARTIGH
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilites

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 would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would 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 would 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 would 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 - grandfather

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY Breeze Hill Utilities
 WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAIL. POLICY AMOUNT 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	Actual Cost [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.....	\$
Inspection Fee	Actual Cost [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	\$
Plan Review Charge	Actual Cost [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	\$

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE -
TYPE OF FILING - grandfather

TERRANCE HARTIG H
 ISSUING OFFICER
PRESIDENT
 TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

TERRANCE HARTIGH
ISSUING OFFICER
PRESIDENT
TITLE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

StateZip

Service Address _____

City

StateZip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

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

Signature

Date

TERRANCE HARTIGT
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

TERRANCE HARTIGH
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

TERRANCE HARTIG H
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number Rule Number

- 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 Utility.....
- Off-Site Facilities.....
- On-Site Facilities.....
- Refundable Advances.....
- Schedule of Fees and Charges.....
- System Design and Construction.....
- Transfer of Contributed Property - Bills of Sale..

Go to Sheet No. 16.0

TERRANCE HARTIGH
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Fees and Charges.....
Service Availability Policy.....

Go to Sheet No. 16.0
22.0

TERRANCE HARTIG
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

TERRANCE HARTIG

ISSUING OFFICER

PRESIDENT

TITLE