

WASTEWATER TARIFF

SOUTHLAKE WATER WORKS, L.L.C.

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Jeffrey Cagan  
President

WASTEWATER TARIFF

SOUTHLAKE WATER WORKS, L.L.C.

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Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

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Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 464-S

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
23947	01-02-91	900738-WS	Original Certificate
PSC-93-0941-FOF-WS	06-23-93	921050-WS	Amendment
PSC-94-1508-FOF-WS	12-08-94	940303-WS	Amendment
PSC-96-0066-FOF-WS	01-16-96	940303-WS	Cancelling Order No. PSC-94-1508-FOF-WS
PSC-96-0329-FOF-WS	03-06-96	940303-WS	Reinstating Lake County territory included in Order No. PSC-94-1508-FOF-WS
PSC-96-0897-FOF-WS	07-11-96	960400-WS	Amendment
PSC-97-0053-FOF-WS	01-14-97	961246-WS	Amendment
PSC-01-1671-FOF-WS	08-16-01	010507-WS	Transfer of Majority Organizational Control

(Continued on Sheet No. 3.1)

Jeffrey Cagan  
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NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

LAKE COUNTY

ORDER NO. 23947 -- CHAPMAN GROVE

Township 24 South, Range 26 East  
Section 35

That portion of Section 35, Township 24 South, Range 26 East as described in O.R. Book 406, page 315, public records of Lake County, Florida, described as follows:

That part lying East of U.S. Highway No. 27 of the Northeast 1/4, the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of aforesaid Section 35, otherwise known as Chapman Grove.

Less: The property described in O.R. Book 455, page 670, public records of Lake County, Florida, being described as follows:

From a point where the southerly boundary line of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 26 East, Lake County, Florida, intersects the easterly right of way line of U.S. Highway No. 27 (S.R. 25) run in a northerly direction along said right of way 60 feet to the Point of Beginning; thence run 200 feet due east to a point; thence run 175 feet parallel in a northerly direction parallel to the said right of way to a point; thence run due west 200 feet to a point on said right of way; thence run in a southerly direction 175 feet along the said right of way to the Point of Beginning.

Also Less: The property described in O.R. Book 489, page 518, public records of Lake County, Florida, being described as follows:

Beginning at a point on the north line of Section 35, Township 24 South, Range 26 East, in Lake County, Florida, that is North 89°41'50" West, a distance of 1,615.38 feet from the northeast corner of said Section 35; thence along said north section line, North 89°41'50" West, a distance of 200 feet to the northeasterly right of way line of U.S. Highway No. 27; run thence along said northeasterly right of way line South 20°05'00" East, a distance of 158.44 feet; thence North 69°55'00" East, a distance of 7.00 feet; thence South 20°05'00" East, a distance of 144.16 feet; thence South 89°41'50" East, a distance of 200 feet; thence North 89°41'50" West, a distance of 7.47 feet; thence North 20°05'00" West, a distance of 158.44 feet to the Point of Beginning.

Township 24 South, Range 26 East  
Section 36

That portion of Section 36, Township 24 South, Range 26 East, as described in O.R. Book 406, page 315, public records of Lake County, Florida, described as follows:

The Northwest 1/4, the West 1/2 of the Northeast 1/4, the North 1/4 of the Southwest 1/4, the North 1/2 of the Northwest 1/4 of the Southeast 1/4, Section 36, Township 24 South, Range 26 East, Lake County, Florida; containing 299.2510 acres, more or less.

(Continued on Sheet No. 3.2)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF  
(Continued from Sheet No. 3.1)

ORDER NO. 23947 – SOUTH LAKE GROVE

Township 24 South, Range 26 East  
Section 35

South Lake Grove: That portion of Section 35, Township 24 South, Range 26 East, as recorded in O.R. Book 757, page 1269, public records of Lake County, Florida.

The North 1/2 of the Northwest 1/4 of the Northwest 1/4; the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4; the Northeast 1/4 of the Northwest 1/4; the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4; that part west of U.S. Highway 27 of the Northwest 1/4 of the Northeast 1/4; that part west of U.S. Highway 27 of the Southwest 1/4 of the Northeast 1/4; that part west of U.S. Highway 27 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4; the North 1/2 of the Northwest 1/4 of the Southeast 1/4; the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4; that part west of U.S. Highway 27 of the Northeast 1/4 of the Southeast 1/4.

Less: Property deeded to Paul L. Curtis and Sarah L. Curtis, his wife, in deed recorded in O.R. Book 559, page 240, public records of Lake County, Florida, described as follows:

That part west of U.S. Highway 27 of the South 1/2 of the Northeast 1/4 of the Southeast 1/4, Section 35, Township 24 South, Range 26 East, less the northerly 15 feet being ten acres, more or less.

Less: Property deeded to Florida Power Corporation by deed in O.R. Book 509, page 68, public records of Lake County, Florida, described as follows:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 26 East, in Lake County, Florida, bounded and described as follows: from the northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 35, run North 00°30'21" East, a distance of 641.20 feet, more or less, to a concrete monument that is 15 feet south of the north boundary of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 to the Point of Beginning of this description; from said Point of Beginning continue North 00°30'21" East, a distance of 397.49 feet, thence run South 89°53'12" East, a distance of 167.16 feet to a concrete monument that is 213.18 feet west of the westerly right of way line of U.S. Highway No. 27, thence South 20°08'20" East, parallel to and 200 feet westerly of the westerly right of way line of U.S. Highway No. 27, a distance of 359.72 feet to a concrete monument, thence South 89°53'12" East, a distance of 213.18 feet to the westerly right of way line of U.S. Highway No. 27, thence South 20°08'20" East, along said right of way line, a distance of 63.95 feet to a concrete monument that is 15 feet south of the north boundary of the South 1/2 of the Northeast 1/4 of the Southeast 1/4, thence North 89°53'12" West, parallel to and 15 feet south of the north boundary of the South 1/2 of the Northeast 1/4 of the Southeast 1/4, a distance of 529.72 feet to the Point of Beginning.

Township 24 South, Range 26 East  
Section 34

South Lake Grove: That portion of Section 34, Township 24 South, Range 26 East, as recorded in O.R. Book 562, page 24, public records of Lake County, Florida, described as follows:

The North 1/2 of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 24 South, Range 26 East, Lake County, Florida.

(Continued on Sheet No. 3.3)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

ORDER NO. 23947 -- SHARP GROVE

Township 24 South, Range 26 East  
Section 35

Sharp Grove: Recorded in O.R. Book 770, page 1232, public records of Lake County, Florida.

The East 3/4 of the South 1/2 of the Southeast 1/4 of the Northwest 1/4; the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4; the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4; the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4; the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4; the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4; also begin at the Southwest corner of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4, run north to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4; run thence west to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4; run thence southeasterly to the Point of Beginning. All in Section 35, Township 24 South, Range 26 East.

ORDER NO. 23947 -- PETERSON GROVE

Township 24 South, Range 26 East  
Section 35

That portion of Section 35, Township 24 South, Range 26 East as described in O.R. Book 969, page 1968, public records of Lake County, Florida, described as follows:

The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 26 East, in Lake County, Florida.

Also: An easement over the East 30 feet of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 26 East, in Lake County, Florida.

Also: An easement over the South 60 feet of that part of the East 3/4 of the Southeast 1/4 of said Section 35, Township 24 South, Range 26 East, in Lake County, Florida.

ORDER NO. PSC-93-0941-FOF-WS -- CONDEV ORLANDO U.S. 27, LTD.

Township 24 South, Range 26 East  
Sections 25 and 26

The following described land located in portions of Sections 25 and 26, Township 24 South, Range 26 East, Lake County, Florida:

The South 1,576.76 feet of the Southeast 1/4 of Section 26, Township 24 South, Range 26 East, Lake County, Florida, lying east of U.S. Highway 27, and the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 24 South, Range 26 East, Lake County, Florida. Containing 116.415 acres.

(Continued on Sheet No. 3.4)

Jeffrey Cagan  
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NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

ORDER NO. PSC-93-0941-FOF-WS -- R. LANCE WALKER, TRUSTEE

Township 24 South, Range 26 East  
Section 26

The following described land located in portions of Section 26, Township 24 South, Range 26 East, Lake County, Florida:

The South 722.08 feet of the Southeast 1/4 of the Northeast 1/4; the South 722.08 feet of the Southwest 1/4 of the Northwest 1/4; the South 722.08 feet of the East 1/2 of the Northwest 1/4, lying east of U.S. Highway 27.

The Southeast 1/4 lying east of U.S. Highway 27, less the South 1,576.76 feet thereof and the Southwest 1/4 lying east of U.S. Highway 27; all lying in Section 26, Township 24 South, Range 26 East, Lake County, Florida and containing 113.1227 acres.

ORDER NO. PSC-93-0941-FOF-WS -- CONDEV LAND FUND II, LTD.

Township 24 South, Range 26 East  
Section 26

The following described land located in portions of Section 26, Township 24 South, Range 26 East, Lake County, Florida:

The Northwest 1/4 of the Northeast 1/4; the Southeast 1/4 of the Northeast 1/4, less the South 722.08 feet thereof;

The Southwest 1/4 of the Northeast 1/4, less the South 722.08 feet thereof; and the East 1/2 of the Northwest 1/4, lying east of U.S. Highway 27, less the South 722.08 feet, thereof; all lying in Section 26, Township 24 South, Range 26 East, Lake County, Florida, containing 111.64 acres.

ORDER NO. PSC-93-0941-FOF-WS -- KARST, INC.

Township 24 South, Range 26 East  
Section 25

The following described land located in portions of Section 25, Township 24 South, Range 26 East, Lake County, Florida.

The Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 24 South, Range 26 East, of the public records of Lake County, Florida.

(Continued on Sheet No. 3.5)

Jeffrey Cagan  
President



NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.4)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO TENNIS ASSOC. LTD.

Township 24 South, Range 26 East  
Section 26

All that certain Plot, piece or parcel of land lying and situated in Lake County, State of Florida, more particularly described as follows:

That part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 24 South, Range 26 East, lying West of U.S. Highway 27, less the North 1/8 thereof and less the South 1/8 thereof; and the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 24 South, Range 26 East, less the North 1/8 thereof and less the South 1/8 thereof and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 24 South, Range 26 East, less the North 1/8 thereof and less the South 1/8 thereof; and that part of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 24 South, Range 26 East, lying West of U.S. Highway 27, less the North 1/8 thereof and less the South 1/8 thereof, containing 87.6492 acres.

Less: From the intersection of the north line of the South 1/8 of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 24 South, Range 26 East, Lake County, Florida, and the westerly right of way line of U.S. Highway 27; run thence North 20°14'13" West along said westerly right of way line, 810.41 feet; thence North 89°55'22" West 309.32 feet to the Point of Beginning; run thence further North 89°55'22" West, 677.60 feet; run thence North 00°04'38" East, 234.00 feet to the south line of the North 1/8 of the North 1/2 of the Southwest 1/4 of Section 26, Township 24 South, Range 26 East; run thence South 89°58'22" East along said south line of the North 1/8 of the North 1/2 of the Southwest 1/4 of Section 26, a distance of 677.60 feet; thence South 00°04'38" West, 234.59 feet to the Point of Beginning, containing 3.6445 acres. TOGETHER WITH improvements situate thereon.

(Continued on Sheet No. 3.6)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.5)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO 311 LTD.

Township 24 South, Range 26 East  
Section 36

Being a portion of the Southeast 1/4 of Section 36, Township 24 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the Southeast corner of the Southeast 1/4 of said Section 36; thence North 00°11'36" West for 384.06 feet along the easterly line of said Southeast 1/4 to the Point of Beginning on the northerly right of way line of old State Road 530 (now State Road No. 192) (Section 7522-102, State Road right-of-way Map); thence continue North 00°11'36" West for 2,267.20 feet along said easterly line to the East 1/4 corner of said Section 36; thence South 89°19'52" West for 1,326.15 feet along the northerly line of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 00°09'43" East for 661.04 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 48°14'43" West for 1,176.68 feet to the intersection of a line 2,206.91 feet west of and parallel to the easterly boundary of said Southeast 1/4 of Section 36; thence South 00°11'36" East for 1,000.00 feet along said line to the northerly right of way line of State Road No. 192 (S.R. 530); thence North 89°46'05" East for 1,895.87 feet along said northerly right of way; thence North 00°13'55" West for 250.00 feet; thence North 89°46'05" East for 200.00 feet along a line 250.00 feet north of and parallel to the northerly right of way (State Road No. 192 A.K.A. State Road No. 530), (Section 11210-2501, State Road right of way map); thence South 00°13'55" East for 117.16 feet to a point on a circular curve concave to the northwest, said point also being on the northerly right of way of Old State Road No. 530 (Section 7522-102); thence easterly and northerly along the arc of said curve having for its elements a central angle of 02°29'28" and a radius of 2,814.93 feet for a distance of 122.39 feet to the Point of Beginning.

(Continued on Sheet No. 3.7)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.6)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO 311 LTD. PARCEL 1 BRYNSTONE SQ.

Township 24 South, Range 26 East  
Section 36

Being a portion of Section 36, Township 24 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commence at the Northwest corner of the South 3/4 of the South 1/2 of said Section 36: the following two (2) courses being along the northerly line of said South 3/4 of the South 1/2 of Section 36; (1) thence North 89°24'28" East for 2,376.97 feet to the Point of Beginning of the hereinafter described parcel of land: (2) thence continue North 89°24'28" East for 1,600.46 feet to the Southwest corner of Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 48°14'43" West for 1,176.68 feet to the intersection of a line 2,206.91 feet west of and parallel with the east line of said Section 36; thence South 00°11'36" East along said line for 1,000.00 feet to a point on the northerly right of way line of State Road No. 192 (S.R. 530); thence South 89°46'05" West along said northerly right of way line for 1,168.99 feet to the Southeast corner of the HOLIDAY INN RESORT property as described in Official Record Book 634, page 1910 of the public records of Lake County, Florida, the following three (3) courses being along the exterior lines of the aforesaid described property; (1) thence North 00°13'55" West for 200.00 feet; (2) thence North 89°46'05" East for 200.00 feet; (3) thence North 00°13'55" West for 400.00 feet to the Northeast corner of said Holiday Inn Resort property; thence North 44°43'22" East for 353.24 feet; thence North 00°11'36" West for 920.00 feet to the Point of Beginning. Lying and being in Lake County, Florida, and containing 1,837,633 square feet or 42.1862 acres, more or less.

(Continued on Sheet No. 3.8)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.7)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO 311 LTD. PARCEL 2

Township 24 South, Range 26 East  
Sections 35 and 36

Being portions of Sections 35 and 36, Township 24 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commence at the Northwest corner of the South 3/4 of the South 1/2 of said Section 36; the following two (2) courses being along the northerly line of said South 3/4 of the South 1/2 of said Section 36; (1) thence North 89°24'28" East for 1,110.32 feet to the Point of Beginning of the hereinafter described parcel of land; (2) thence continue North 89°24'28" East for 1,266.65 feet; thence South 00°11'36" East along a line parallel with and 2,926.89 feet west of the east line of said Section 36 for 920.00 feet; thence South 44°43'22" West for 353.24 feet to the Northeast corner of the HOLIDAY INN RESORT property as described in Official Record Book 634, page 1910, of the public records of Lake County, Florida; thence South 89°46'05" West along the northerly line of said Holiday Inn Resort property for 500.00 feet to the Northwest corner thereof; thence North 00°13'55" West for 10.00 feet; the following six (6) courses being along the southerly right of way line of a proposed 110.00 foot road right of way; (1) thence South 89°46'05" West for 569.06 feet to a point of curvature; (2) thence northwesterly along an 855.00 foot radius curve leading to the right through a central angle of 32°28'55" for an arc of 484.71 feet to a point of tangency; (3) thence North 57°45'00" West for 542.86 feet to a point of curvature; (4) thence northwesterly along a 545.00 foot radius curve leading to the left through a central angle of 32°38'54" for an arc of 310.55 feet to a point of tangency; (5) thence South 89°36'06" West for 45.92 feet to a point of curvature; (6) thence westerly along a 445.00 foot radius curve leading to the left through a central angle of 14°25'33" for an arc of 112.04 feet to a point on the northeasterly right of way line of the limited access right of way for the Interchange of State Road No. 192 (SR 530) and U.S. Highway No. 27 (SR 25); thence North 30°56'22" West for 144.01 feet to the Southwest corner of CENTURY WEST VILLAGE property as described in Official Record Book 680, page 785, of the public records of Lake County, Florida; thence North 89°36'06" East along the southerly line of said Century West Village for 443.69 feet to the Southeast corner thereof, said Southeast corner lying on a circular curve whose radius point bears South 69°23'55" West for 45.00 feet; thence southerly along said 45.00 foot radius curve leading to the right through a central angle 41°43'14" for an arc distance of 32.77 feet to a point of tangency; thence South 21°07'09" West for 3.48 feet to a point on a circular curve whose radius point bears South 18°29'38" West for 655.00 feet; the following for (4) courses being along the northerly right of way line of the aforesaid proposed 110.00 foot road right of way: (1) thence southwesterly along said 655.00 foot radius curve leading to the right through a central angle of 13°45'22" for an arc of 157.26 feet to a point of tangency; (2) thence South 57°45'00" East for 542.86 feet to a point of curvature; (3) thence southeasterly along a 745.00 foot radius curve leading to the left through a central angle of 32°28'55" for an arc of 422.35 feet to a point of tangency; (4) thence North 89°46'05" East for 420.19 feet; thence North 00°13'55" West for 522.31 feet; thence South 89°24'28" West along a line parallel with and 522.00 feet south of the north line of the South 3/4 of the South 1/2 of said Section 36 for 364.28 feet; thence North 00°35'32" West for 522.00 feet to the Point of Beginning. Lying and being in Lake County, Florida, containing 1,425,542 square feet or 32.7259 acres, more or less.

(Continued on Sheet No. 3.9)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.8)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO 311 LTD. PARCEL IIIA

Township 24 South, Range 26 East  
Section 36

Portion of Section 36, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the South 3/4 of the South 1/2 of said Section 36; thence North 89°24'28" East along the north line of the South 3/4 of the South 1/2 of Section 36 for 240.32 feet; thence South 00°35'32" East for 657.00 feet to the Point of Beginning of the hereinafter described parcel of land; thence North 89°24'28" East along a line 657.00 feet south of and parallel with the said north line of the South 3/4 of the South 1/2 of Section 36 for 640.00 feet; thence North 00°35'32" West for 135.00 feet; thence North 89°24'28" East along a line 522.00 feet south of and parallel with the said north line of the South 3/4 of the South 1/2 of Section 36 for 594.28 feet; thence South 00°13'55" East for 522.31 feet to a point on the north line of a proposed 110 foot right of way; the following (3) courses being along said proposed right of way line; (1) thence South 89°46'05" West for 420.19 feet to a point of curvature; (2) thence Northwesterly along a 745.00 foot radius curve leading to the right through a central angle of 32°28'55" for an arc distance of 422.35 feet to the point of tangency; (3) thence North 57°45'00" West for 489.74 feet to the Point of Beginning. Containing 435,600 square feet or 10.00 acres, more or less.

(Continued on Sheet No. 3.10)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.9)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO 311 LTD. PARCEL III (b)

Township 24 South, Range 26 East  
Sections 35 and 36

Being portions of Sections 35 and 36, Township 24 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commence at the Northwest corner of the South 3/4 of the South 1/2 of said Section 36; thence North 89°24'28" East along the northerly line of the South 3/4 of the South 1/2 of said Section 36 for 1,619.42 feet; thence South 00°35'32" East for 1,165.23 feet to the Northwest corner of the HOLIDAY INN RESORT property as described in Official Record Book 634, page 1910, of the public records of Lake County, Florida, said Northwest corner being the Point of Beginning of the hereinafter described parcel of land; hence North 00°13'55" West along the northerly projection of the west line of said Holiday Inn Resort property for 10.00 feet; the following six (6) courses being along the southerly right of way line of a proposed 110.00 foot road right of way; (1) thence South 89°46'05" West for 569.06 feet to a point of curvature; (2) thence northwesterly along an 855.00 foot radius curve leading to the right through a central angle of 32°28'55" for an arc of 484.71 feet to a point of tangency; (3) thence North 57°45'00" West for 542.86 feet to a point of curvature; (4) thence northwesterly along a 545.00 foot radius curve leading to the left through a central angle of 32°38'54" for an arc of 310.55 feet to a point of tangency; (5) thence South 89°36'06" West for 45.92 feet to a point of curvature; (6) thence westerly along a 445.00 foot radius curve leading to the left through a central angle of 14°25'33" for an arc of 112.04 feet to a point on the northwesterly right of way line of the limited access right of way for the Interchange of State Road No. 192 (SR 530) and U.S. Highway No. 27 (SR 25); the following five (5) courses being along the northeasterly and northerly right of way lines of said limited access right of way; (1) thence South 30°56'22" East for 257.62 feet to a point on a circular curve whose radius point bears North 68°12'36" East for 1,799.68 feet; (2) thence southeasterly along said 1,799.68 foot radius curve leading to the left through a central angle of 21°01'52" (Deed 21°00'00") for an arc of 660.59 feet (Deed 659.62) to a point on a nontangent circular curve whose radius point bears North 47°15'12" East for 844.93 feet; (3) thence continue southeasterly along said 844.93 foot radius curve leading to the left through a central angle of 29°29'04" for an arc of 434.80 feet; (4) thence South 85°46'28" East for 261.89 feet; (5) thence North 89°46'05" East for 300.01 feet to the Point of Termination of said limited access right of way; the following two (2) courses being along the northerly right of way line of State Road No. 192 (SR 530); thence continue North 89°46'05" East for 49.00 feet; (2) thence South 83°06'25" East for 488.77 feet to the Southwest corner of the aforesaid Holiday Inn Resort property; thence North 00°13'55" West along the westerly line of said Holiday Inn Resort property for 585.62 feet to the Point of Beginning. Lying and being in Lake County, Florida, and containing 1,083,346 square feet or 24.8702 acres, more or less.

(Continued on Sheet No. 3.11)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.10)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO 311 LTD. PARCEL 4

Township 24 South, Range 26 East  
Sections 35 and 36

Being portions of Sections 35 and 36, Township 24 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Begin at the Northwest corner of the South 3/4 of the South 1/2 of said Section 36; thence North 89°24'28" East along the northerly line of said South 3/4 of the South 1/2 of said Section 36 for 1,110.32 feet; thence South 00°35'32" East for 522.00 feet; thence South 89°24'28" West along a line parallel with and 522.00 feet South of the northerly line of said South 3/4 of the South 1/2 of said Section 36 for 230.00 feet; thence South 00°35'32" East for 135.00 feet; thence South 89°24'28" West along a line parallel with and 657.00 feet South of the northerly line of said South 3/4 of the South 1/2 of said Section 36 for 640.00 feet to a point on the northerly right of way line of a proposed 110.00 foot road right of way; the following two (2) courses being along said northerly right of way line; (1) thence North 57°45'00" West for 53.13 feet to a point of curvature; (2) thence northwesterly along a 655.00 foot radius curve, leading to the left through a central angle of 13°45'22" for an arc of 157.26 feet; thence North 21°07'09" East for 3.48 feet to a point of curvature; thence northerly along a 45.00 foot radius curve leading to the left through a central angle of 41°43'14" for an arc of 32.77 feet to the Southeast corner of CENTURY WEST VILLAGE, INC., as described in Official Record Book 680, page 785, of the public records of Lake County, Florida; the following two (2) courses being along the exterior lines of said CENTURY WEST VILLAGE, INC.; (1) thence North 20°36'05" West for 300.00 feet to the Northeast corner thereof; (2) thence South 89°36'06" West for 250.00 feet to the Southeast corner of BOYKIN MARVIN property as described in Official Record Book 638, pages 109 through 112, of the public records of Lake County, Florida; the following two (2) courses being along the exterior lines of said BOYKIN MARVIN property; (1) thence North 20°36'05" West for 195.00 feet; (2) thence South 89°36'06" West for 200.00 feet to a point on the easterly right of way line of U.S. Highway 27 (SR 25); the following three (3) courses being along said easterly right of way line; (1) thence North 20°36'05" West for 2.58 feet; (2) thence North 69°23'55" East for 7.00 feet (3) thence North 20°36'05" West for 58.23 feet to a point on the northerly line of the South 3/4 of the South 1/2 of said Section 35; thence North 89°36'06" East along northerly line for 577.20 feet to the Point of Beginning. Lying and being in Lake County, Florida, containing 773,619 square feet or 17.7599 acres, more or less.

(Continued on Sheet No. 3.12)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.11)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
ORLANDO 311 LTD. PARCEL 5, LESS WESTLAKE

Township 24 South, Range 26 East  
Section 36

The East 1/2 of the Northeast 1/4 of Section 36, Township 24 South, Range 26 East, Lake County, Florida; containing 79.88 acres more or less.

Westlake - Excepting therefrom, however, the following: Part of the Southeast 1/4 of Section 36, Township 24 South, Range 26 East, Lake County, Florida being described as follows:

Commence at the Southeast corner of said Section 36; thence run North 00°11'36" West, along the east line thereof, 804.15 feet; thence run South 89°48'24" West, 891.68 feet for the Point of Beginning; thence run North 20°18'52" East, 71.95 feet; thence run North 25°56'54" West, 165.74 feet; thence run North 08°04'44" West, 76.80 feet; thence run North 32°39'45" West, 139.48 feet; thence run North 45°57'45" West, 101.85 feet; thence run North 06°24'44" West, 209.53 feet; thence run North 30°45'05" East, 110.38 feet; thence run North 33°11'39" East, 106.36 feet; thence run North 21°58'38" East, 111.85 feet; thence run North 89°41'40" East, 416.07 feet to a point on the westerly right of way line of Boulevard "A" (a proposed 110 foot right of way); said point being on a curve, concave westerly, having a radius of 2,145.00 feet; thence run southerly along said proposed westerly right of way line the following for (4) courses and distances; from a tangent bearing of South 03°59'24" East, run 149.37 feet along the arc of said curve through a central angle of 03°59'24" to the point of tangency thereof; thence run South 00°00'00" East, 270.00 feet to a point of curvature of a curve, concave northwesterly, having a radius of 645.00 feet and a central angle of 46°30'00"; thence run 523.47 feet along the arc of said curve to the point of tangency thereof; thence run South 46°30'00" West, 133.17 feet to the Point of Beginning. Containing 9.22 acres more or less.

Westlake - Further excepting therefrom, the following: Part of the Southeast 1/4 of Section 36, Township 24 South, Range 26 East, Lake County, Florida, being described as follows:

Commence at the Southeast corner of said Section 36; thence run North 00°11'36" West, along the east line thereof, 781.00 feet for the Point of Beginning; thence run South 89°41'37" West, 757.46 feet to a point on the easterly right of way line of Boulevard "A" (a proposed 110 foot right of way); thence run northerly along said proposed right of way line the following two (2) courses and distances; North 46°30'00" East 52.41 feet to a point of curvature of a curve, concave Northwesterly, having a radius of 755.00 feet; thence run 501.66 feet along the arc of said curve through a central angle of 38°04'14" to the point of tangency thereof; thence run North 90°00'00" East, 235.55 feet; thence run South 00°00'00" East, 9.00 feet; thence run North 90°00'00" East, 255.19 feet to a point on the aforesaid east line of Section 36; thence run South 00°11'36" East, along the east line of said Section 36, a distance of 460.01 feet to the Point of Beginning. Containing 6.28 acres more or less.

(Continued on Sheet No. 3.13)

Jeffrey Cagan  
President



NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.12)

ORDERS NOS. PSC-94-1508-FOF-WS & PSC-96-0329-FOF-WS  
DIXIE OIL AND GAS

Township 24 South, Range 26 East  
Section 35

Beginning at a point on the north line of Section 35, Township 24 South, Range 26 East, in Lake County, Florida, that is North 89°41'50" West 1,615.38 feet from the Northeast corner of said Section 35; run thence along said north section line, North 89°41'50" West 200 feet to the northeasterly right of way line of U.S. Highway No. 27; run thence along said northeasterly right of way line South 20°05'00" East, 158.44 feet; thence North 69°55'00" East, 7.00 feet; thence South 20°05'00" East, 144.16 feet; thence South 89°41'50" East, 200 feet; thence North 20°05'00" West, 141.56 feet; thence North 89°41'50" West, 7.47 feet; thence North 20°05'00" West, for 158.44 feet to the Point of Beginning.

ORDERS NOS. PSC-96-0897, 0897A, 0897B-FOF-WS

Township 24 South, Range 26 East  
Sections 25, 26, 27, 35 and 36

That part of Section 27, Township 24 South, Range 26 East, Lake County, Florida, lying south of County Road 474. Less territory already served by Southlake Water Works, L.L.C.

That part of Section 26, Township 24 South, Range 26 East, Lake County, Florida, lying south of County Road 474 and west of U.S. Highway No. 27. Less territory already served by Southlake Water Works, L.L.C.

That part of Section 26, Township 24 South, Range 26 East, Lake County, Florida, lying east of U.S. Highway No. 27. Less the Northeast 1/4 of the Northeast 1/4. And also less territory already served by Southlake Water Works, L.L.C.

Section 25, Township 24 South, Range 26 East, Lake County, Florida, less the Northwest 1/4 of the Northwest 1/4.

Also less: Beginning at the Northwest corner of the Northeast 1/4 of the Northwest 1/4, run south 537.7 feet; northeasterly to the Northeast corner of the Northeast 1/4 of the Northwest 1/4; west to the Point of Beginning. And also less territory already served by Southlake Water Works, L.L.C.

That part of Section 36, Township 24 South, Range 26 East, Lake County, Florida, lying north of U.S. Highway No. 192. Less territory already served by Southlake Water Works, L.L.C.

That part of Section 35, Township 24 South, Range 26 East, Lake County, Florida, lying east of U.S. Highway No. 27. Less territory already served by Southlake Water Works, L.L.C.

That part of Section 35, Township 24 South, Range 26 East, Lake County, Florida, lying west of U.S. Highway No. 27. Less the Southwest 1/4 of the Southwest 1/4; the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4; the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4; the South 1/2 of the Northwest 1/4 of the Southwest 1/4; the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4; the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4; the West 1/2 of the Southwest 1/4 of the Northwest 1/4; the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4; less the South 60 feet of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4.

(Continued on Sheet No. 3.14)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.13)

Also less: Beginning on the west side of U.S. Highway No. 27, 60 feet north of the south line of the section; run west 230 feet, north 279.32 feet, east 152.02 feet, and southeast along the highway, 290 feet to the Point of Beginning.

Also less: The South 1/2 of the Northeast 1/4 of the Southeast 1/4 west of the highway (less the North 15 feet); the North 180.28 feet of the Southeast 1/4 of the Southeast 1/4 of the highway.

Less: Beginning at the intersection of the west right of way of U.S. Highway No. 27 with the south line of the North 180.28 feet of the Southeast 1/4 of the Southeast 1/4; run northwesterly along the highway, 175 feet, west 145 feet, south 164.25 feet, east 205.38 feet to the Point of Beginning. And also less territory already served by Southlake Water Works, L.L.C.

ORDER NO. PSC-97-0053-FOF-WS

Township 24 South, Range 26 East  
Section 35

A portion of Section 35, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35; thence run North 00°30'21" East, along the west line of the Northeast 1/4 of the Southeast 1/4 of said Section 35, a distance of 641.20 feet to a point on the south boundary line of an existing Florida Power Sub-Station Site; thence run South 89°53'12" East, along said south boundary line, a distance of 529.72 feet to a point on the westerly right of way line of U.S. Highway No. 27; thence run South 20°08'20" East, along said westerly right of way line, a distance of 699.96 feet; thence run North 89°55'32" West, a distance of 145.00 feet; thence run South 00°04'28" West, a distance of 164.25 feet; thence run North 89°55'32" West, a distance of 632.75 feet to a point on the west line of the Southeast 1/4 of the Southeast 1/4 of said Section 35; thence run North 00°30'21" East, along said west line, a distance of 180.29 feet to the Point of the Beginning. Containing 12.23 acres, more or less.

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

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>
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HELD FOR FUTURE USE

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued on Sheet No. 5.1)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued on Sheet No. 6.1)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C  
WASTEWATER TARIFF

RULES AND REGULATIONS

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

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide wastewater service to all Customers requiring such service within its Territory pursuant to Chapter 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes, upon such terms as are set forth in this tariff.

- 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 Commission.

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service" prepared by the Commission. A copy of the Application for wastewater service accepted by the Company will be furnished to the Applicant upon request.

The Applicant shall furnish to the Company the correct name, street address or lot and block number, at which wastewater service is to be rendered.

In the event that the location for which wastewater service is being applied is not currently receiving wastewater service of the classification and quantity requested in the Application, the Applicant is required to sign a Service Availability Agreement for service. See Rule 25.0.

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

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

Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.

(Continued on Sheet No. 7.1)

Jeffrey Cagan  
President



NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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 charge resulting from a violation of this Rule.

(Continued on Sheet No. 7.2)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 7.1)

- 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.

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property for the purpose of installing, maintaining and inspecting or removing the Company's property, and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property on the customer's premises, and shall knowingly permit no one but the Company's agents, or persons authorized by law, to have access to the Company's pipes and apparatus. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

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

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

Bills are due when rendered and shall be considered as received by customer when delivered or mailed to wastewater service address or some other place mutually agreed upon.

Non-receipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.

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

(Continued on Sheet No. 7.3)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 7.2)

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. If the charges for wastewater service are not so paid, the Company may discontinue both wastewater service and water service to the consumer's premises for non-payment of the wastewater service charges or if the charges for water service are not paid the Company may discontinue both water service and wastewater service to the consumer's premises for non-payment of the water service charge. The Company shall not re-establish or reconnect wastewater service and water service or either of such services until such time as all wastewater service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations.
- 17.0 TAX CLAUSE- A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.
- 18.0 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. Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent and wastewater service may then after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge. There shall be no liability of any kind against the Company by reason of discontinuance of wastewater service to the Customer for failure of the Customer to pay the bills on time. No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company, or by order or direction of the Commission.
- 19.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater systems for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code, Unauthorized connections render the service subject to immediate discontinuance without notice and wastewater service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for wastewater service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.

(Continued on Sheet No. 7.4)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

(Continued from Sheet No. 7.3)

22.0 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.

23.0 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 wastepaper service to the Customer's premises regardless of occupancy.

24.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with wastewater service, WRITTEN NOTICE thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing Customer, who will be held responsible for all wastewater service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. Customer's deposit may be transferred from service location to another, if both locations are supplied by the Company. Customer's deposit may NOT be transferred from one name to another.

For the convenience of its customers, the Company will accept telephone orders to discontinue or transfer wastewater service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

25.0 SERVICE AVAILABILITY AGREEMENT - Unless an Applicant is applying for wastewater service of the same classification and quantity currently being provided to the location for which service is being applied, the Applicant shall sign a Service Availability Agreement. This requirement also will apply for all new service locations and all new buildings which had not previously received service.

Wastewater service is furnished only upon signed Service Agreement accepted by the Company and payment of the initial connection fee. The conditions of such Service Availability Agreements are binding upon the Customer as well upon the Company. A copy of the Service Availability Agreements for wastewater service accepted by the Company will be furnished to the Applicant upon request.

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Allowance For Funds Prudently Invested	15.0
Customer Deposits	12.0
General Service, GS	9.0
Miscellaneous Service Charges	13.0
Orange County Bulk Service, OC	10.0
Residential Service, RS	11.0
Service Availability Fees and Charges	14.0

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

BILLING PERIOD - Monthly.

<u>RATE</u>	-	<u>Meter Size</u>	<u>Base Facility Charge</u>
		5/8" x 3/4"	\$ 9.50
		1"	23.75
		1 1/2"	47.49
		2"	75.98
		3"	151.98
		4"	237.46
		6"	474.91
		Gallonge Charge per 1,000 gallons	\$ 0.99

MINIMUM CHARGE - Applicable Base Facility Charge.

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

ORANGE COUNTY BULK SERVICE

RATE SCHEDULE OC

AVAILABILITY - Available to Orange County pursuant to the Orange County / Southlake Utilities Wholesale Water and Wastewater Agreement.

APPLICABILITY - To Orange County.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission, and the Orange County/Southlake Utilities Wholesale Water and Wastewater Agreement.

BILLING PERIOD - Monthly.

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 9.50
	1"	23.75
	1 1/2"	47.49
	2"	75.98
	3"	151.98
	4"	237.46
	6"	474.91
	Gallage Charge per 1,000 gallons	\$ 0.99

MINIMUM CHARGE - Applicable Base Facility Charge.

TERMS OF PAYMENT - County shall pay each monthly bill within thirty (30) days of receipt thereof. In the event that County does not make payment to Company within thirty (30) days, then Company will send County a delinquent notice (via certified mail) which will (i) give County an additional fifteen (15) days to render payment in full to Company, and (ii) notify County that service to County will be discontinued if payment in full is not received by Company within ninety (90) days following the date of the mailing of the notice. Company shall not discontinue service to County prior to ninety (90) days following the date of the mailing of the delinquent notice to County.

EFFECTIVE DATE -

TYPE OF FILING - Name Change

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

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.

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 9.50
	Gallage Charge per 1,000 Gallons (10,000 gallon cap)	\$ 0.83

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

President



NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$35.00</u>	<u>\$ 35.00</u>
1"	<u>87.50</u>	<u>87.50</u>
1 1/2"	<u>          </u>	<u>175.00</u>
2"	<u>          </u>	<u>280.00</u>

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

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

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

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

EFFECTIVE DATE -

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Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

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Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO: SERVICE AVAILABILITY &amp; MAIN EXTENSION POLICY</u>	
		<u>SHEET NO.</u>	<u>RULE NO.</u>
Allowance For Funds Prudently Invested	Sheet No. 15.0	26.0	18.0
Customer Service Line Installation Charge	Actual Cost	25.0	15.0
Insurance	Actual Cost	24.0	10.0
Off-Site Facilities	Actual Cost	23.0	7.0
On-Site Facilities	Actual Cost	23.0	6.0
Performance Bond	Actual Cost	24.0	11.0
Plan Review and Inspection Fee	Actual or Average Cost	25.0	16.0
Plant Capacity Charge			
Residential-per ERC (300 gpd)	\$ 970.00	25.0	13.0
All other-per gallon	\$ 3.23	25.0	13.0
Plant Capacity Charge Based on Wastewater Strength	Direct Proportion	25.0	14.0
Refundable Advances	Actual Cost	24.0	8.0
Tax Impact of CIAC Charge	By Formula	27.0	20.0

EFFECTIVE DATE -

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Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

HELD FOR FUTURE USE

EFFECTIVE DATE -

TYPE OF FILING - Name Change

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

INDEX OF STANDARD FORMS

<u>DESCRIPTION</u>	<u>SHEET NO.</u>
APPLICATION FOR NEW GENERAL SERVICE	19.0
APPLICATION FOR NEW RESIDENTIAL SERVICE	18.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S DEPOSIT RECEIPT AGREEMENT	17.0

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

**CUSTOMER'S DEPOSIT RECEIPT AGREEMENT**

Location \_\_\_\_\_ Account No. \_\_\_\_\_

Received from \_\_\_\_\_

Service Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Water Deposit \$ \_\_\_\_\_ Wastewater Deposit \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

This payment is to guarantee any and all indebtedness for water and/or wastewater service which may be or may become due to Southlake Water Works, L.L.C., (hereinafter called "Company") by said Customer. Customer agrees that this Deposit, or any portion thereof, may be applied in discharge of any indebtedness of Customer to Company. Upon discontinuance of service covered by this Deposit and the presentation of this Receipt and proper identification, Company agrees to refund to Customer the Deposit, less any amounts due Company.

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

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

Customer agrees that Company, its agents or employees shall at all times have access to Company's lines and meters and the areas where such facilities are located will be kept free of shrubbery, trees, fences, interference from pets, and other obstructions. In the event that the meter is located inside of Customer's residence or establishment, Customer agrees and authorizes any third party with access to the residence or establishment, including but not limited to landlords and apartment management companies, to provide the Company with access to the meter and Company facilities. Customer agrees that it shall hold Company, its agents or employees harmless and Company shall not be liable for any damage or injury alleged to have occurred through Company, its agents or employees conducting inspections and repairs to Company's lines and meters, whether such damage shall have occurred through negligence or otherwise, and whether such damage or injury shall occur to real property, persons or pets.

Customer further agrees that all bills for water and/or wastewater charges will be paid within twenty (20) days of mailing bills. After five (5) working days written notice, Company will have the right to disconnect service and charge a fee for reconnecting.

It is understood and agreed that the sale of water to a customer occurs at the meter and Company has no responsibility to service or supplying water after said water passes through the meter. It is further understood and agreed that the sale of wastewater to Customer occurs at the property line of customer and Company has no responsibility relative to service or collecting wastewater until after said wastewater crosses the property line.

\_\_\_\_\_

BY:

SOUTHLAKE WATER WORKS, L.L.C.

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

**APPLICATION FOR NEW RESIDENTIAL SERVICE**

Location \_\_\_\_\_ Account No. \_\_\_\_\_

Received from \_\_\_\_\_

Service Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Customer's Signature \_\_\_\_\_

Title Holder of Property, if different:

Name \_\_\_\_\_ Address \_\_\_\_\_

**SERVICE AVAILABILITY & MISCELLANEOUS SERVICE CHARGES**

<b>Water Plant Capacity Charge:</b>		
Single Family 5/8 x 3/4" meter	\$433.00	\$ _____
<b>Meter Installation Fee:</b>		
5/8 x 3/4" meter	\$130.00	
1" meter	\$210.00	\$ _____
<b>Wastewater Plant Capacity Charge:</b>		
Single Family 5/8 x 3/4" meter	\$970.00	\$ _____
<b>Initial Connection: Water and/or wastewater</b>	\$ 15.00	\$ _____
<b>TOTAL SERVICE AVAILABILITY CHARGES</b>		\$ _____

**ACKNOWLEDGMENT BY APPLICANT**

Southlake Water Works, L.L.C. ("Company") will provide service only upon payment of the charges described above in accordance with its Water Tariff and Wastewater Tariff approved by the Florida Public Service Commission and (ii) the execution and performance by applicant of a Service Availability Agreement when deemed applicable by the Company. The tariffs provide for a water plant allocation of 350 gallons per day per equivalent residential connection ("ERC") and a wastewater plant allocation of 300 gallons per day per ERC. The Company will not be obligated to provide capacity or service in excess of that allocation and may require Customers to curtail use which exceeds such allocated capacity. By the signing of this Application, Applicant recognizes and agrees to abide by all existing rules and regulations of the Company and any amendments thereto, copies of said rules and regulations and amendments thereto being available for inspection at the office of the Company.

Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_

**OFFICE USE**

Payment received \$ \_\_\_\_\_ By \_\_\_\_\_

Date Service Turned On \_\_\_\_\_ Meter Reading \_\_\_\_\_

Deposit \$ \_\_\_\_\_ Meter No. \_\_\_\_\_

Deposit Date \_\_\_\_\_ Approval \_\_\_\_\_

**Jeffrey Cagan  
 President**

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

**APPLICATION FOR NEW GENERAL SERVICE**

Location \_\_\_\_\_ Account No. \_\_\_\_\_

Received from \_\_\_\_\_

Service Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_  
Date Customer's Signature Customer's Signature

Title Holder of Property, if different:

Name \_\_\_\_\_ Address \_\_\_\_\_

Number and Sizes of Required Meters \_\_\_\_\_

**USAGE DATA:**

1. Apartment Building	No. of Units	_____	Units/Acre _____
2. Bars & Cocktail Lounges	No. of Units	_____	
3. Day Schools	No. of Persons	_____	
4. Hotel or Motel	No. of Unit	_____	
5. Nursing Home	Square Feet	_____	
6. Laundromat	No. of Machines	_____	
7. Movie Theaters, Churches	No. of Seats	_____	
8. Office Building	Square Feet	_____	
9. Public Institution	No. of Persons	_____	
10. Restaurant	No. of Seats	_____	
11. Single Family residential	No. of Units	_____	
12. Stores, no kitchen	Square Feet	_____	
13. Townhouse Residence	No. of Units	_____	
14. Warehouse	Square Feet	_____	
15. Other _____			

**REQUIRED ATTACHMENTS:**

- Legal Description
- Site Plan – including location of structures and utility connection points.
- Additional information may be required.

**ACKNOWLEDGMENT BY APPLICANT**

By the signing of this Application, Applicant recognizes and agrees to abide by all existing rules and regulations of the Company and any amendments thereto, copies of said rules and regulations and amendments thereto being available for inspection at the office of the Company. Southlake Water Works, L.L.C. ("Company") will respond to the application in accordance with Florida Administrative Code Rule 25-30.530. Applicant must then notify the Company in writing of its Acceptance of these terms and forward a plan review charge equal to the cost to the Company before any further work will be undertaken. Applicant is required to enter into a Service Availability Agreement.

\_\_\_\_\_  
Signature & Title of Officer

\_\_\_\_\_  
Jeffrey Cagan  
President

Jeffrey Cagan  
President



NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
 WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY &  
MAIN EXTENSION POLICY

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Allowance for Funds Prudently Invested .....	26.0	18.0
Approval of Contractors .....	24.0	9.0
Availability .....	22.0	2.0
Customer Service Line Installation Charge.....	25.0	15.0
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Inspection of Plumber's Hook-up .....	26.0	17.0
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Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

SERVICE AVAILABILITY and MAIN EXTENSION POLICY

1.0 GENERAL INFORMATION

The Company adopts and incorporates herein by reference Chapters 25-30.510 through 25-30.585, Florida Administrative Code (FAC).

2.0 AVAILABILITY

The provisions of this policy are available throughout the Company's territory subject to matter of economic feasibility as defined by Rule 25-30.515(7), FAC. Service hereunder is available only by entering into a Service Availability Agreement between the Company and the Contributor (Developer, Builder, Owner).

3.0 OBLIGATIONS OF COMPANY

It shall be the Company's obligation to analyze, evaluate, and respond to all requests for extension of its services where extensions to specific locations are requested as set forth in Chapter 25-30.530, FAC. Once the Contributor has provided the Company all of the information that is necessary for the Company to evaluate the extension of service, it shall be the Company's obligation to comply with Rule 25-30.530, FAC. The Company shall be obligated to furnish service to a Contributor only (1) as a result of and under the terms of a properly executed Service Availability Agreement (also known as a Developer Agreement and (2) when it is economically feasible to do so. No letter or intent or letter of available capacity given at the request of a Contributor shall obligate the Company to provide service or be relied on by any third party as a representation that the Company is obligated to provide service. The Company reserves the right to refuse connection and to deny the commencement of service to any Contributor seeking to be connected to portions of the system of the Company until such time as the provisions of this Service Availability Policy and the Service Availability Agreement, Developer Agreement or Special Service Availability Contract have been fully met by Contributor.

4.0 OBLIGATIONS OF CONTRIBUTOR OR OWNER

It shall be the Contributor's obligation to provide the Company with all the information the Company needs in order to evaluate the feasibility and cost of providing service. Such information shall include, but not be limited to (1) location of project, (2) survey of property, (3) complete plans and specifications of project, (4) flow data, (5) type of facilities, (6) metering arrangement, (7) size of project, (8) description of waste to be discharged into the Company's wastewater system, including chemical analysis of such wastewater if it is other than domestic wastewater, (9) complete legal names of the Contributor and/or owner, including addresses, type of business entity, and state in which said entity was created, (10) estimated date that service is needed, (11) type of services requested, (12) landscape irrigation watering plan, etc.

It shall be the Contributor's responsibility to execute all water and wastewater agreements, contracts, and easements, which are necessary in order for the Company to provide service to the Contributor's

(Continued on Sheet No. 23.0)

Jeffrey Cagan  
President

NAME OF COMPANY SOUTHLAKE WATER WORKS, L.L.C.  
WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

property and/or project. Contributor shall be responsible for obtaining all governmental approvals or permits necessary to construct new facilities. Contributor is responsible for errors or changes in engineering information furnished to the Company when such error or change results in increased cost to the Company for any construction which the Company may undertake in connection with installing facilities or which would necessitate a new design or redesign of plans. Prior to the provisions of a permanent service, Contributor shall cause to be corrected all defects in facilities which it or its agents have constructed. Contributor shall correct all defects in facilities which it or its agents have constructed and transferred to the Company for the twelve (12) months following the acceptance and transfer of such facilities. The Company may require that the property upon which new facilities are to

be installed shall be brought to finished grade, and may further require that all drainage facilities and similar construction which might interfere with the new facilities shall be completed prior to the commencement of construction of said new facilities.

5.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC)

The Company requires payment of CIAC either by cash payments, through the transfer of wastewater transmission, distribution and appurtenant facilities, and/or wastewater collection and appurtenant facilities which have been installed by the Contributor or through a combination of both cash payments and transfer of such facilities to the Company.

6.0 ON-SITE FACILITIES

On-site transmission, distribution, collection, and other water and wastewater facilities will be provided by the Contributor pursuant to the requirements and specifications of the Company. All designs shall be coordinated to coincide with the Company's master plan for service to the area. All plans and specifications shall be approved by the Company prior to commencement of any construction. These facilities shall be conveyed to the Company by a bill of sale together with perpetual rights-of-way and easements for appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records establishing the construction costs of all the Company facilities as a condition precedent to their acceptance by the Company and the initiation of service.

7.0 OFF-SITE FACILITIES

Off-site transmission, distribution, collection, and other water and wastewater facilities, excluding treatment facilities, shall be provided by the Contributor in accordance with the Company's specifications. All designs shall be coordinated to coincide with the Company's master plan for service to the area. All plans and specifications shall be approved by the Company prior to commencement of any construction. Off-site water and wastewater facilities shall be conveyed to the Company by bill of sale with necessary maintenance and replacement easements and rights-of-way together with as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities, to include material, labor, engineering, administrative, and other related costs, as a condition precedent to their acceptance by the Company and the initiation of service.

The Company shall cause to be constructed or upgraded at Contributor's cost all lines and mains, valves, appurtenances, manholes and lift stations necessary, in the discretion of the Company, to

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serve the Contributor's development in accordance with plans approved by all necessary governmental or regulatory bodies and the Company. Contributor shall advance the cost of construction or upgrading of said facilities at execution of the Service Availability Agreement or not less than ten (10) days prior to the commencement of construction of the development.

It is the Company's policy to apportion the cost of off-site main transmission, collection or distribution lines and other facilities pro-rata to the Contributor owning property receiving service from such lines located outside of Contributor's property. Since each Contributor draws from the capacity of such lines each Contributor shall pay its property's share of the cost of the off-site main transmission, collection or distribution lines and other facilities through which service is rendered to Contributor's property. This portion of the Company's Service Availability Policy is referred to herein as "Developer's Line Demand Cost."

#### 8.0 REFUNDABLE ADVANCES

If the off-site or on-site facilities can serve other areas than those of the Contributor, the Company may require that they be oversized to enable service to be provided to additional territory and that the Contributor advance the cost of such oversized facilities. The cost for oversizing will be refunded by the Company as refundable advances without interest over a period not to exceed seven years solely from contributions toward said refundable advance paid by other Contributors connecting to the main or mains by a hydraulic share or front footage basis.

Where the ownership of a residence has changed and the Contributor thereof is entitled to a refund, the refund shall be as determined in accordance with the Service Availability Agreement unless said agreement has been properly assigned to the owner of the residence as of the date of collection of the refund.

In no event shall Contributor recover in refunds an amount greater than the difference between the capitalized cost of such off-site improvements and Contributor's own share of such improvements.

#### 9.0 APPROVAL OF CONTRACTORS

When the on-site or off-site facilities are to be constructed by the Contributor, the Company shall have the right to approve the proposed contractors with regard to their competency to construct the proposed on-site or off-site facilities. Such approval shall not be unreasonably withheld by the Company.

#### 10.0 INSURANCE

As a prerequisite to the construction of any on-site or off-site facilities by the Contributor, the Company may require the Contributor to obtain and maintain liability and property damage insurance in amounts considered adequate by the Company. The insurance policies shall name and protect the Company from contingent liability arising from the construction activities.

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11.0 PERFORMANCE BOND

As a prerequisite to the construction of any off-site facilities by the Contributor, the Company may require that the Contributor obtain and maintain a performance bond in an amount to guarantee the completion of the off-site facilities.

12.0 DAMAGE TO EXISTING FACILITIES

The Company may require that the Contributor repair or reimburse the Company at the Company's option for damage to the Company's existing facilities by the construction activities of the Contributor. The Contributor shall also be responsible for damage to any other Company facilities or to roadways, sidewalks, driveways, drainage facilities, or to landscaping.

13.0 PLANT CAPACITY CHARGE

The Company requires that all Contributors pay for a pro rata share of the cost of the Company's water and wastewater treatment plant facilities whether the facilities have been constructed or not. Such charges to Contributors pursuant to this policy are calculated based upon the estimated demand of a Contributor's proposed installations and improvements upon the treatment facilities of the Company and are computed by multiplying the number of calculated equivalent residential connections by the plant capacity reservation charges reflected on Sheet No. 14.0.

If the experience of a non residential Contributor, after twelve months of actual usage, exceeds the estimated gallons on which the plant capacity charges are computed, the Company shall have the right to collect additional CIAC. The twelve month period shall commence when certificates of occupancy have been issued for the Contributor's entire project.

14.0 PLANT CAPACITY BASED ON WASTEWATER STRENGTH

All plant capacity charges as outlined in Paragraph 13.0 are based on formal domestic wastewater defined herein as containing not more than 200 parts per million (ppm) bio-chemical oxygen demand (BOD), or 200 ppm SS. Whenever actual or estimated waste which contains more than these amounts is to be admitted into the wastewater collection system, the Company must specifically agree to the connection. The plant capacity charges will be calculated in direct proportion to strength for each ppm of either BOD or SS over 200 ppm. All such connections shall provide for a suitable point for the waste to be sampled by the Company or the regulatory agencies.

15.0 CUSTOMER SERVICE LINE INSTALLATION CHARGE

When it is necessary to install a Customer service line from an existing main to the service connection, a Customer service line installation charge shall be levied against that individual Customer. The amount of the charge will be the cost as determined by the Company. If the mains of the Company are not located perpendicular to the Service Connection, the Contributor requesting the service shall pay the full cost associated with constructing an extension of said main or mains to a point perpendicular to the Service Connection.

16.0 PLAN REVIEW AND INSPECTION FEE

Engineering plans or designs for, or construction of facilities by the Contributor which are to become a part of the Company's system, will be subject to review and inspection by the Company. For this service, the Company may charge plan review and inspection fees based upon the actual or average

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cost of the Company for review of plans and inspection of facilities constructed by the Contributor or independent contractor for connection with the facilities of the Company. At the Company's option, the Company may set the plan review and inspection fees as a certain percentage of the costs of the extension of facilities.

17.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor or its plumbing contractor to connect the Contributor's plumbing installation with the water transmission and distribution and/or wastewater collection system. The Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Company's rules governing such connections.

The Contributor shall notify the Company of any proposed interconnections with the facilities of the Company and connection may be made without the presence of the Company inspector. However, such connection shall remain open until inspection by the Company and until notice of the approval of such connection is furnished to the Contributor in accordance with the practices and procedures of the Company. Any connection covered without the benefit of inspection will result in the Contributor being required to reopen the connection for subsequent inspection. If the Company fails to inspect the connection within 48 hours after notice that the same is ready for inspection, the connection shall be deemed approved by the Company.

18.0 ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

HELD FOR FUTURE USE.

19.0 EXTENSION OF SERVICE OUTSIDE TERRITORY

Providing service outside the Company's territory involves formal notice and formal proceedings before the Commission and therefore entails engineering, administrative and legal expenses in addition to cost incurred by the Company providing service within its territory. The Company, will therefore, not be obligated to provide service outside the territory unless the Contributor agrees in advance, to defray those initial expenses and to pay the estimated costs thereof. The advancement will be adjusted to conform with actual expenses after the proceedings have been completed. The Company will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extension are economically feasible.

20.0 TAX-IMPACT OF CIAC

HELD FOR FUTURE USE

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21.0 SPECIAL CONTRACTS

The Company will require special contracts for service to areas of development when the economic feasibility (as defined by Rule 25-30.515(7), FAC) of service to such areas is not met by application of the above provisions. Such special contracts may entail refundable advances, guaranteed revenues or other special deposits in order to make the main extensions to such areas feasible, and will be prepared at the Contributor's expense.

Any special contract entered into will be filed with the Commission and is subject to its approval.

22.0 DEVELOPER'S AGREEMENTS REQUIRED

The Contributor may be required to execute a Developer's Agreement setting forth such reasonable provisions governing the Contributor's and the Company's responsibilities pertaining to the installation of service facilities; the interconnection of plumber's lines with facilities of the Company; the manner and method of payment of CIAC; matters of exclusive service rights by the Company; standards of construction or specifications; time commitments to "take and use wastewater service;" engineering errors and omissions, rules, regulations and procedures of the Company; prohibitions against improper use of the Company's facilities; and other matters normally associated with and contained in Developer's Agreements. After the Company has responded to Contributor's application, Contributor and the Company may enter into a Service Availability Agreement. Said Service Availability Agreement must be fully executed by all parties and payment must be received by the Company prior to the Company's being obligated to provide or providing wastewater service to Contributors. This obligation is subject to the Company's ability, after due diligence, to obtain all necessary permits and approvals, from all concerned regulatory agencies. No service shall be commenced prior to Contributor executing a Service Availability Agreement or Developer Agreement and fulfilling all conditions under said agreement. Nothing contained in such Developer's Agreements shall be in conflict with this Service Availability Policy as included in the Company's tariff on file with the Commission.

In the event that the Contributor seeks an agreement other than the Company's standard agreement or Contributor's actions require the Company to utilize legal counsel to address issues regarding standard and non standard agreements, or other issues raised by Contributor, the Contributor will be required to pay all actual costs for services of the Company's legal counsel to respond to said actions and issues, including but not limited to drafting and preparing such agreements. A copy of each agreement shall be filed with the Commission in accordance with Rule 25-30.550(1), FAC.

23.0 RESTRICTIVE COVENANT

The Company may require the Contributor to execute a restrictive covenant running with the

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Contributor's property which will provide the Company with the sole and exclusive right to provide water and wastewater service to the Contributor's property.

24.0 ADJUSTMENT PROVISIONS

Governmental Authority: The charges set forth in this policy and contracts drawn pursuant thereto are subject to adjustment by appropriate action of the governmental agency having jurisdiction of this policy, whether upon the initiative of the governmental agency or by request of the Company.

25.0 OWNERSHIP OF FACILITIES

All new facilities connected to the existing facilities of the Company up to the Service Connection shall be the property of the Company, and it shall be the responsibility of the Company to operate and maintain said new facilities in keeping with their intended engineering design. Any facilities in the category of "consumer's lines" or "plumber's lines" located on the Consumer's side of the Service Connection shall not be transferred to the Company and shall remain the property of Contributor, a subsequent occupant or their successors and assigns. Such facilities shall remain the maintenance responsibility of Contributor or subsequent customer. Such facilities shall also include all fire flow detection devices and backflow prevention devices whether installed by the Company or by Contributor. Contributor is solely responsible for the cost of such lines located on the Contributor's side of the Service Connection.

26.0 PUBLIC AND PRIVATE EASEMENTS

All mains and lines shall be located in public dedicated rights-of-way and/or public dedicated utility easements adjacent to public dedicated rights-of-way where necessary. The Company shall obtain applicable state and local permits which may be a prerequisite to placing such facilities in the public ways. Contributors shall grant to the Company any and all easements necessary for the operation and maintenance of the Company's utility system at no cost to the Company. The easements shall include a minimum of ten (10) feet on all sides of all facilities for the Company's ease of ingress and egress, provided, however, that the Company may require larger easements when the Company determines that it is appropriate. Such easements shall be recorded by grantors prior to the Company's providing service as per agreement and shall be satisfactory to the Company. Contributor, its successors and assigns shall maintain such easements free and clear of all obstructions.

27.0 PLANT SITES

The Company may require Contributor to convey in fee to the Company at no cost to the Company adequately sized parcels of land to accommodate all facilities, including but not limited to treatment plants, pumping stations and other facilities as may be necessary in the opinion of the Company's engineers to render adequate service to all properties within the Territory, together with ingress and egress to such facilities.

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28.0 LIMITATION OF LIABILITY

The Company shall not be liable to any customer or Contributor as a result of injury to property or person, which said injury was created by "Force Majeure". The term "Force Majeure" as employed herein shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, , blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein, not within the control of the Company and which by exercise of due diligence the Company is unable to overcome.

Further, in no event shall the Company be liable to any customer, the Contributor for any consequential, incidental or punitive damages as a result of injury to property or person, regardless whether said injury was the result of acts of or within the control of the Company or others.

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TABLE OF DAILY FLOWS FOR VARIOUS OCCUPANCY

<u>Types of Building Usages</u>	<u>Water</u>	<u>Wastewater</u>
Apartments	250 gpd (1)	235 gpd
Bars and Cocktail Lounges	10 gpcd (2)	10 gpcd
Boarding Schools (Students and Staff)	75 gpcd	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	200 gpd	200 gpd
Country Clubs (per member)	50 gpcd	50 gpcd
Day Schools (Students and Staff)	20 gpcd	20 gpcd
Drive-In Theaters (per car space)	5 gpd	5 gpd
Factories, with showers	30 gpcd	30 gpcd
Factories, no showers (per 100 square feet)	10 gpd	10 gpd
Hospitals, with laundry (per bed)	250 gpd	250 gpd
Hospitals, no laundry (per bed)	200 gpd	200 gpd
Hotel and Motels (per room and unit)	200 gpd	200 gpd
Laundromat (per washing machine)	225 gpd	225 gpd
Mobile Home Parks (per trailer)	300 gpd	235 gpd
Movie Theaters, Auditoriums, Churches (per seat)	5 gpd	5 gpd
Nursing Homes (per 100 square feet)	150 gpd	150 gpd
Office Buildings (per 100 square feet)	10 gpd	10 gpd
Public Institutions (other than those listed)	75 gpcd	75 gpcd
Restaurants (per seat)	50 gpcd	50 gpcd
Single Family Residential		
5/8 x 3/4" Meter	350 gpd	
1" Meter	600 gpd	
1 1/2" Meter	1,150 gpd	
Wastewater		300 gpd
Townhouse Residence	315 gpd	300 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd	3 gpd
Stores, without kitchen wastes (per 100 square feet)	5 gpd	5 gpd
Speculative Buildings	30 gpd	30 gpd
plus (per 100 square feet)	10 gpd	10 gpd
Warehouses	30 gpd	30 gpd
plus (per 1,000 square feet)	10 gpd	10 gpd

- (1) gpd gallons per day  
 (2) gpcd gallons per capita per day

NOTE: Wastewater gallonage refers to sanitary wastewater flow on unit basis for average daily flow in gallons per day.

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