

Regulatory Consultants, Inc.

ORIGINAL

405 Interstate Boulevard; #A Sarasota, Florida 34240

Telephone (941) 371-8499 Fax (941) 379-2828

RegCor:401@aol.com

03 NOV 12 AM 10:38

November 8, 2003

COMMISSION
CLERK

031042-45

Ms. Bianca S. Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Application for Transfer of Water Certificate No. 611-W
and Wastewater Certificate No. 527-S

Dear Ms. Bayo:

On behalf of Rivers Edge Utilities, LLC, and in accordance with Chapter 25-30, Florida Administrative Code, we are submitting the Application for Transfer of Water Certificate 611-W and Wastewater Certificate 527-S from Hunter Creek Utilities, LLC to Rivers Edge Utilities, LLC in Charlotte County, Florida.

Enclosed you will find the following:

- 1) An original and five copies of the completed application and applicable exhibits.
- 2) An original and two copies of the proposed water and wastewater tariffs.
- 3) A check in the amount of \$1,500.00 for the proper filing fee pursuant to Rule 25-30.020.
- 4) Proposed Legal Notice.

Be advised that the Utility has obtained the appropriate list from the Commission and will be mailing notices of the transfer within seven days of the filing to the following:

- 1) the governing bodies of Charlotte County and appropriate municipalities,
- 2) the privately-owned water and wastewater utilities in Charlotte County
- 3) the S.W. Florida Regional Planning Council,
- 4) the Office of Public Counsel,
- 5) the FPSC's Division of Records and Reporting,
- 6) the appropriate regional office of the Department of Environmental Protection,
- 7) the appropriate water management district.

*Original Tariff forwarded
to ECR.*

03 NOV 12 AM 9:57

DISTRIBUTION CENTER

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:

LM

DOCUMENT NUMBER - DATE

11254 NOV 12 03

FPSC-COMMISSION CLERK

Florida Public Service Commission

November 8, 2003

Page 2

Also, the Utility will be delivering, by regular mail or personal delivery, the notice of the transfer within seven days of the filing to each customer on the system, as well as publishing the notice in the local newspaper within seven days of the filing. Affidavits, along with required copies, will be submitted to the Commission within 15 days of filing the application.

As previously discussed, the possibility exists that there may be a sale of the Utility during the time the Commission is processing the Transfer Application. If so, a substitution of parties will be requested.

Should you have any questions or require any further information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "George C. MacFarlane". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

George C. MacFarlane
President

GCM:cm
Enclosures

cc: David E. Olmsted
Olmsted & Wilson, P.A.

LEGAL NOTICE

Notice is hereby given on _____, 2003, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of Water Certificate No. 611-W and Wastewater Certificate No. 527-S held by Hunter Creek Utilities, LLC to Rivers Edge Utilities, LLC, a Florida Limited Liability Company. This transfer does not affect the rates or charges for water or wastewater service being provided to those customers within The Oaks at Rivers Edge (formerly Hunter Creek Village). In accordance with the Certificates, Hunter Creek Utilities, LLC is authorized to provide water and wastewater service to the following described territory located in Charlotte County, Florida:

Township 40 South, Range 23 East
Section 12

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek.

And

The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

Township 40 South, Range 23 East
Section 11

All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East.

And

The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.

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

Rivers Edge Utilities, LLC
1601 Hunter Creek Drive
Punta Gorda, Florida 33982

031042-WS

RIVERS EDGE UTILITIES, LLC

**Application for Transfer
of
Water Certificate 611 -W
and
Wastewater Certificate 527 - S**

November 2003

REGULATORY CONSULTANTS, INC.
405 Interstate Blvd., Suite A
Sarasota, Florida 34240
(941) 371-8499

DOCUMENT NUMBER DATE

11254 NOV 12 8

FPSC-COOPERATION/CLF1

031042-WS

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES**

(Pursuant to Section 367.071, Florida Statutes)

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

The undersigned hereby makes application for the sale, assignment or transfer of all of Water Certificate No. 611-W and Wastewater Certificate No. 527-S or facilities in Charlotte County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Hunter Creek Utilities, LLC

Name of utility

(941) 637-5757

Phone No.

(941) 637-0302

Fax No.

1601 Hunter Creek Drive

Office street address

Punta Gorda,

City

Florida

State

33982

Zip Code

N/A

Mailing address if different from street address

N/A

Internet address if applicable

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

George C. MacFarlane, President
Regulatory Consultants, Inc. (941) 371-8499 (941) 379-2828
 Name Phone No. Fax No.

405 Interstate Boulevard – Ste. A
 Street address

Sarasota Florida 34240
 City State Zip Code

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

Rivers Edge Utilities, LLC
 Name of utility

(941) 637-5757 (941) 637-0302
 Phone No. Fax No.

1601 Hunter Creek Drive
 Office street address

Punta Gorda, Florida 33982
 City State Zip Code

N/A
 Mailing address if different from street address

N/A
 Internet address if applicable

D) Indicate the organizational character of the buyer: (Circle one):

Corporation Partnership Sole Proprietorship

Other: Florida Limited Liability Company
 (specify)

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

January 22, 2003 State of Florida

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

N/A

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

Zola M. MacLachlan and Janice Fader, Managers 50%
Successor Trustees of the Ernest E. MacLachlan
Revocable Trust dated August 9, 1994
29000 Tamayo Drive
Punta Gorda, FL 33982

Zola M. MacLachlan, Trustee of the Zola M. MacLachlan 50%
Revocable Trust dated August 9, 1994
29000 Tamayo Drive
Punta Gorda, FL 33982

PART II FINANCIAL AND TECHNICAL INFORMATION

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

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

N/A

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

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

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

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

D) Exhibit C - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit D - A statement describing the financing of the purchase.

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

G) Exhibit F - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) **Exhibit G** - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

PRIOR TO FORECLOSURE: John Leonette

AFTER FORECLOSURE: Janice Fader, Manager (941) 505-7416
Name Phone No.

1601 Hunter Creek Drive

Street address

Punta Gorda

Florida

33982

City

State

Zip Code

J) **Exhibit N/A** - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

K) **Exhibit H** - A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) **Exhibit I** - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

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

PART III NOTICE OF ACTUAL APPLICATION

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

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be serve is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificated granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director or Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

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

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

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

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

 \$ 750.00 (for water) and \$ 750.00 (for wastewater).

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

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

PART V OTHER

- A) **Exhibit M** - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) **Exhibit N** - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **An original and two copies of the Water and Wastewater Tariffs are included under separate cover.**
- C) **Exhibit O** - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I, Janice Fader, Manager, Rivers Edge Utilities, LLC, a Florida Limited Liability Company (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: Janice Fader
Applicant's Signature

Janice Fader
Applicant's Name (Typed)

Manager
Applicant's Title *

Subscribed and sworn to before me this 9th day in the month of October in the year of ~~August~~ 2003 by Janice Fader who is personally known to me or produced identification.

Type of Identification Produced



Ida Jaye Spencer
Commission # DD 025250
Expires June 25, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Notary Public's Signature

Print, Type or Stamp Commissioned
Name of Notary Public

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

PART VI AFFIDAVIT

I, ZOLA M. MacLACHLAN, a Manager of RIVERS EDGE UTILITIES, LLC., a Florida Limited Liability Company (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

By: Zola M MacLachlan
Applicant's Signature

Zola M. MacLachlan
Applicants Name (Typed)

Manager
Applicant's Title*

Subscribed and sworn to before me this 11th day of October, 2003, by ZOLA M. MacLACHLAN, who is personally known to me.

[Signature]
Notary Public-State of Florida



David E. Olmsted
MY COMMISSION # DD039966 EXPIRES
August 23, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

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

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT A

STATEMENT INDICATING TRANSFER IS IN THE PUBLIC INTEREST

Rivers Edge Utilities, LLC is owned 50% by Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and 50% by Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust. The Trustees reacquired ownership of the development known as The Oaks at Rivers Edge (formerly known as Hunter Creek Village) and the water and wastewater system that serves the residents within The Oaks at Rivers Edge as a result of a foreclosure action initiated by Trustees and the subsequent bankruptcy action initiated by the previous owner. The Trustees have a substantial investment in the Community. The Trustees are committed to providing quality service to the customers of the water and wastewater systems. It is in the best interest of The Trustees, as both the owners of The Oaks at Rivers Edge and the owners of Rivers Edge Utilities, LLC to have Rivers Edge Utilities, LLC continue to provide good quality service to both the residents of The Oaks at Rivers Edge and the customers of the utility system which, in the main, are the same persons. Rivers Edge Utilities, LLC will continue to provide water to its customers at the rates which have been previously approved by the Florida Public Service Commission. In addition, Rivers Edge Utilities, LLC will continue to treat and dispose of the wastewater generated by the customers of the utility system in accordance with its current Florida Department of Environmental Protection operating permit. Rivers Edge Utilities, LLC will own all of the water distribution lines, wastewater collection lines, hydrants, lift stations and the water and wastewater treatment plants along with all the appropriate easements which are necessary to continue to provide service to the customers of Rivers Edge Utilities, LLC. The Trustees will continue to employ the personnel who are familiar with the administrative and regulatory affairs for Rivers Edge Utilities, LLC, as well as those that provided the maintenance of the water and wastewater facilities. Therefore, it is the opinion of the Applicant that given the substantial economic interest of The Trustees in both the Community and the utility assets operated by Rivers Edge Utilities, LLC, and given the willingness of The Trustees to continue to provide the utility with the needed experienced regulatory and operational staff, one should conclude that a transfer of the water and wastewater certificates is in the public interest.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT B

COPY OF CONTRACT FOR SALE – NOT APPLICABLE

Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust reacquired this property as a result of a Foreclosure Action and a subsequent Bankruptcy Proceeding initiated by the former owner, Hunter Creek Utilities, LLC.

1 2 3 4 5 6 7 8 9 10 11 12

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL ACTION

FILE 963920 OR BK 02140 PG 0342 RECD 12/11/2002 03:27:53 PM
BARBARA T. SCOTT, CLERK, CHARLOTTE CO
REC'D 001 DEED 006 070
2002 DEC 10 AM 11:48
CLERK OF THE COURT
CHARLOTTE COUNTY, FL.

ZOLA MacLACHLAN and
JANICE FADER, successor Trustees of the
ERNEST E. MacLACHLAN REVOCABLE
TRUST dated August 9, 1994, and ZOLA M.
MacLACHLAN, Trustee of the ZOLA M.
MacLACHLAN REVOCABLE TRUST
dated August 9, 1994,

Plaintiffs,

vs.

Case No. 01-746-CA

RIVERS EDGE, INC., a Florida corporation;
JOHN LEONETTE; and DUFRESNE-HENRY,
INC., a Vermont corporation

Defendants.

CERTIFICATE OF TITLE

The undersigned, Barbara T. Scott, Clerk of the Court certifies that she executed and filed a Certificate of Sale in this action on November 26, 2002, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Charlotte County, Florida:

Legal Description attached hereto as Exhibit "A"

was sold to ZOLA MacLACHLAN and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, and ZOLA M. MacLACHLAN, Trustee of the ZOLA M. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, whose address is 29000 Tamayo Drive, Punta Gorda, FL 33982.

Charlotte County Clerk
C1637182 Date: 12/11/02 - 08:45:29 Id: 116
Case#: 01000746CA Pages: 0004



IMAGED L.T.

★ CIVIL #30

N/C
DB

IMAGED
DB

4

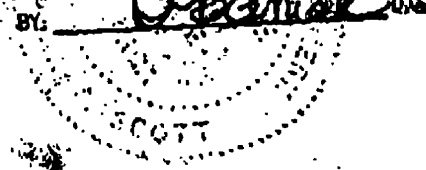
WITNESS my hand and official seal of the court on December 10, 2002.

BARBARA T. SCOTT,
Clerk of the Court

By: *Obama*
Deputy Clerk

cc: David E. Olmsted, Esq.
Hand Delivered - Courthouse Box

CERTIFICATE OF SERVICE
I HEREBY CERTIFY that a true
and correct copy of the foregoing
has been delivered this 10 day of
Dec 20 2002 to the parties
at the address(es) indicated.
BARBARA T. SCOTT, Clerk of the Circuit Court
By: *Obama*



OR BOOK 02140 PAGE 0343

EXHIBIT 'A'

The Northeast Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

The Southeast Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

The Northwest Quarter of the Southwest Quarter of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch and all of Government Lot 3, lying South of Lee Branch, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion plus as HUNTER CREEK VILLAGE PHASE I, as recorded in Plat Book 15, Page 34, of the Public Records of Charlotte County, Florida.

AND

All of HUNTER CREEK VILLAGE PHASE I, a subdivision according to the plat thereof as recorded in Plat Book 15, Page 34, of the Public Records of Charlotte County, Florida, LESS the following sold lots: Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26.

AND

The Westerly 30 feet of the Southwest Quarter of the Southwest Quarter of Section 12, Township 40 South, Range 23 East, of the Public Records of Charlotte County, Florida.

AND

TRACT 3 of unrecorded plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the Northeast corner of the Northwest Quarter of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 3°04'30" East along the Westerly right of way of A.C.L.R.R., 1573.34 feet to a Point of Beginning; thence continue North 3°04'30" East 360.32 feet; thence North 88°25'30" West 506.14 feet; thence South 0°16'35" West 300.0 feet; thence South 88°25'30" East 338.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. Subject to an easement across the West 25 feet for road.

AND

TRACT 4 of unrecorded plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the Northeast corner of the Northwest Quarter of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 3°04'30" East along the Westerly right of way of A.C.L.R.R., 1203.04 feet to a Point of Beginning; thence continue North 3°04'30" East, 370.32 feet; thence North 88°25'30" West, 388.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 370.27 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. Subject to an easement across the West 25 feet for road.

AND

The South 30' of Lot 18, and the North 30' of Lot 19, PINNACLES SUBDIVISION, a Subdivision according to the plat thereof as recorded in Plat Book 8, Page 16, of the Public Records of Charlotte County, Florida.

AND

Tract 11 - Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North 0°16'35" East 1315.21 feet to a point of beginning; thence continue North 0°16'35" East 438.40 feet; thence South 88°25'30" East 511.21 feet; thence South 0°16'35" West 438.40 feet; thence North 88°35'30" West 511.21 feet to the point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

OR BOOK 02140 PAGE 0344

LESS AND EXCEPT ALL OF THE FOLLOWING DESCRIBED PARCELS:

All that tract or parcel of land lying in Government Lot 5, Section 11 and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows:
 Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'0" East, 657.34 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right of way line of the Florida Power and Light Company; thence N 85°35'12" West, along the Northerly right of way line of the Florida Power and Light Company 980.00 feet to an iron pin and the Point of Beginning; thence easterly North 85°35'12" West, along said right of way line 353.00 feet, plus or minus, to its Point of Intersection with the Mean High Water Line of HUNTER CREEK VILLAGE PHASE I; thence in a Northeasterly direction following the meanderings of the Mean High Water Line of HUNTER CREEK VILLAGE PHASE I, 483.00 feet, plus or minus, to its Point of Intersection with a line running North 4°24'48" East, from the Point of Beginning; thence South 4°24'48" West, 321.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in Official Records Book 372, Page 403, of the Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 22, Township 40 South, Range 23 East, Charlotte County, Florida.

AND LESS AND EXCEPT:

Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Government Lot 3; thence travel North 88°46'30" West, 329.75 feet; thence travel North 0°14'30" East for a distance of 124.6 feet to a Point of Beginning; thence North 88°46'30" West for a distance of 5 feet; thence North 0°14'30" East to the waters edge (Lee Branch of the Peace River); thence go in a Northeasterly direction along the shoreline of said Lee Branch of the Peace River until the same intersects with the Western Lot Line of Block F, Unit 1, PEACE RIVER SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 3, Page 7, of the Public Records of Charlotte County, Florida, thence travel South along the Western Block Line of Block F, to the Point of Beginning.

AND LESS AND EXCEPT THE FOLLOWING:

Lots 66, 67, 68, 69, 103, 105, 107, 108, 109, 119, 122, 123, 125, 126, 129, 130, 131, 133, 134, 135, 136, 137, 138, 139, 141, 142, 143, 144, 145, 147, 148, 149 and 150, HUNTER CREEK VILLAGE, PHASE I, a subdivision according to the Plat thereof as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida.

DR BOOK 02140 PAGE 0315

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL ACTION

ZOLA MacLACHLAN and
JANICE FADER, successor Trustees of the
ERNEST E. MacLACHLAN REVOCABLE
TRUST dated August 9, 1994, and ZOLA M.
MacLACHLAN, Trustee of the ZOLA M.
MacLACHLAN REVOCABLE TRUST
dated August 9, 1994,

Plaintiffs,

vs.

Case No. 01-746-CA

RIVERS EDGE, INC., a Florida corporation;
JOHN LEONETTE; and DUFRESNE-HENRY,
INC., a Vermont corporation

Defendants.

FINAL JUDGMENT OF FORECLOSURE

THIS ACTION was heard on Plaintiff's MOTION FOR SUMMARY JUDGMENT, and the Court having considered the evidence presented, and the pleadings and Affidavits on file and being otherwise fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED THAT:

1. Due and legal service of process has been had upon Defendants;

RIVERS EDGE, INC., a Florida corporation
c/o John Leonette
13641 China Berry Way
Fort Myers, FL 33908
FEIN - 65-0225456

DUFRESNE-HENRY, INC., a Vermont corporation
authorized to do business in the State of Florida
c/o Richard P. Michael
299 Coldeway, Unit F3
Punta Gorda, FL 33950
FEIN - 03-0211223

JOHN LEONETTE
13641 China Berry Way
Fort Myers, FL 33908
Social Security Number - unknown - Plaintiffs have made diligent efforts
to ascertain the Defendant's Social Security Number but have been unable to
obtain same.

2. This court has jurisdiction of the parties in this cause and its subject matter; the allegations contained in the Complaint have been proved by competent evidence and the equities in this case are with Plaintiffs. A Default has been duly and regularly entered against the Defendants, RIVERS EDGE, INC., a Florida corporation, and JOHN LEONETTE, and the same are hereby ratified and confirmed.

3. The mortgage sued upon by Plaintiff in this cause constitutes a valid first lien on the property hereinafter described and the mortgage is in default as alleged in the complaint.

4. There is due to plaintiff on the mortgage and note sued upon, the following sums:

Principai due on the note and mortgage	\$1,908,694.57
Interest through September 13, 2000	\$225,669.47
Interest from September 14, 2000 to April 15, 2002 at the rate of 8.5% per annum:	\$256,915.22
Interest from April 16, 2002 to the date of this judgment at 8.5% (July 26, 2002)	\$44,893.49
Redemption of 1998 Real Estate Taxes	\$24,597.39
Redemption of 1999 Real Estate Taxes	\$32,292.22
Costs of suit (as set out in plaintiff's affidavit as to costs filed herein):	\$1,736.39
Attorneys Fees:	\$10,150.00
TOTAL DUE	\$2,504,948.75

Further, the Court, in awarding plaintiff's attorneys fees found that plaintiffs' counsel spent 58 hours on this cause which the Court finds reasonable and the Court finds the hourly rate of

\$175.00 reasonable. The factors set forth in Florida Patients Compensation v. Rowe have been considered.

5. Plaintiffs hold a lien for the total above sums against the following described property in Charlotte County, Florida, to-wit:

See attached Exhibit "A"

The lien of the Plaintiffs is prior, paramount and superior to all rights, claims, liens, interest, encumbrances and equities of the Defendants and all persons, firms or corporations claiming by, through or under them since the filing of the Notice of Lis Pendens.

6. If the total sum due, with interest at the rate prescribed by law, and all costs of this action accruing subsequent to this Judgment are not paid, the Clerk of this court shall sell the property at public sale, on August 22 2002, at 11:00 A.M., at the West Door of the Charlotte County Justice Center, Punta Gorda, Florida, to the highest bidder for cash, except as set forth below, in accordance with Florida Statute 45.031, except that the Clerk shall not conduct the sale unless the Plaintiffs or their representative is present to bid at the sale. Furthermore, the Plaintiffs may cancel this sale on notice to the clerk and without order of this Court.

7. Plaintiffs shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiffs are not the purchasers of the property at sale. If Plaintiffs are the purchaser, the Clerk shall credit Plaintiffs' bid with the total sum due hereunder with interest and costs accruing subsequent to this Judgment or such part of it as is necessary to pay the bid in full.

8. After confirmation of the sale, whether confirmation be by the clerk's filing the certificate or title or by order of this court ruling on objections to the sale, the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiffs' costs; second, documentary stamps affixed to certificate; third, Plaintiffs' attorneys' fees; fourth, the total sum due Plaintiffs plus interest at the rate prescribed by law from this date to the date of the sale; and last, by

retaining any amount remaining pending the further order of this court.

9. After confirmation of the sale, whether confirmation be by the clerk's filing the Certificate of Sale or by order of this court ruling on objections to the sale, Defendants and all persons claiming by, through, under or against them since the filing of the notice of lis pendens herein, shall be forever foreclosed of all right, title, interest, estate, or claim in the property being sold and the purchaser at the sale shall be let into possession thereof.

10. Immediately after the confirmation of the sale, whether confirmation be made by clerk's issuance of the Certificate of Title or by order of this court ruling on any objections to the sale, the clerk shall, at the request of Plaintiffs, immediately issue a writ of possession.

11. The court does not determine at this time whether Defendants are personally liable for damages under the note sued on, and therefore this Judgment is without prejudice to Defendants' asserting any defenses to liability for damages on the notes should Plaintiffs hereafter file a Motion for Deficiency Judgment.

12. The Clerk, on the request of the purchaser at foreclosure sale, shall issue a writ of possession of the property to accomplish possession by purchaser without further order of court. Jurisdiction of this action is retained to enter further orders as are proper including, without limitation, writs of possession and deficiency judgments.

ORDERED this 26 day of July, 2002.

/s/ Margaret O Steinbeck
Circuit Judge

Copies furnished to:
David E. Olmsted, Esquire
Alicia J. Schumacher, Esquire
Rivers Edge, Inc.
John Leonette

EXHIBIT 'A'

The Northeast Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

The Southeast Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

The Northwest Quarter of the Southwest Quarter of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch and all of Government Lot 3, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion plat as HUNTER CREEK VILLAGE PHASE I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida.

AND

All of HUNTER CREEK VILLAGE PHASE I, a subdivision according to the plat thereof as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, LESS the following sold lots: Lots 110, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121, 124, 132 and 146.

AND

The Westerly 30 feet of the Southwest Quarter of the Southwest Quarter of Section 12, Township 40 South, Range 23 East, of the Public Records of Charlotte County, Florida.

AND

TRACT 3 of unrecorded plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the Northeast corner of the Northwest Quarter of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida; thence North $88^{\circ}25'30''$ West along the North line of said Section 12, 293.0 feet; thence North $3^{\circ}04'30''$ East along the Westerly right of way of A.C.L.R.R., 1573.36 feet to a Point of Beginning; thence continue North $3^{\circ}04'30''$ East 360.32 feet; thence North $88^{\circ}25'30''$ West 606.14 feet; thence South $0^{\circ}16'35''$ West 360.0 feet; thence South $88^{\circ}25'30''$ East 388.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. Subject to an easement across the West 25 feet for road.

AND

TRACT 4 of unrecorded plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the Northeast corner of the Northwest Quarter of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida; thence North $88^{\circ}25'30''$ West along the North line of said Section 12, 293.0 feet; thence North $3^{\circ}04'30''$ East along the Westerly right of way of A.C.L.R.R., 1203.04 feet for a Point of Beginning; thence continue North $3^{\circ}04'30''$ East, 370.32 feet; thence North $88^{\circ}25'30''$ West, 388.45 feet; thence South $0^{\circ}16'35''$ West, 370.0 feet; thence South $88^{\circ}25'30''$ East, 570.27 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. Subject to an easement across the West 25 feet for road.

AND

The South 30' of Lot 18, and the North 30' of Lot 19, FINEHURST SUBDIVISION, a Subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida.

AND

Tract 11 - Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North $0^{\circ}16'35''$ East 1313.21 feet for a point of beginning; thence continue North $0^{\circ}16'35''$ East 438.40 feet, thence South $88^{\circ}25'30''$ East 511.21 feet; thence South $0^{\circ}16'35''$ West 438.40 feet; thence North $88^{\circ}35'30''$ West 511.21 feet to the point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

LESS AND EXCEPT ALL OF THE FOLLOWING DESCRIBED PARCELS:

All that tract or parcel of land lying in Government Lot 5, Section 11 and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North $0^{\circ}14'0''$ East, 657.38 feet to a concrete monument; thence North $88^{\circ}46'30''$ West, 329.75 feet to a concrete monument; said monument lying on the Northerly right of way line of the Florida Power and Light Company; thence N $85^{\circ}35'12''$ West along the Northerly right of way line of the Florida Power and Light Company 980.00 feet to an iron pin and the Point of Beginning; thence equidistant North $35^{\circ}35'12''$ West along said right of way line 353.00 feet, plus or minus to its Point of Intersection with the Mean High Water Line of HUNTER CREEK VILLAGE PHASE I; thence in a Northeasterly direction following the meanderings of the Mean High Water Line of HUNTER CREEK VILLAGE PHASE I, 485.00 feet, plus or minus, to its Point of Intersection with a line running North $4^{\circ}24'48''$ East, from the Point of Beginning; thence South $4^{\circ}24'40''$ West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in Official Records Book 322, Page 403, of the Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND LESS AND EXCEPT:

Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Government Lot 2; thence travel North $88^{\circ}46'30''$ West, 329.75 feet; thence travel North $0^{\circ}12'30''$ East for a distance of 124.6 feet to a Point of Beginning; thence North $88^{\circ}46'30''$ West for a distance of 5 feet; thence North $0^{\circ}12'30''$ East to the waters edge (Lee Branch of the Peace River); thence go in a Northeasterly direction along the shoreline of said Lee Branch of the Peace River until the same intersects with the Western Lot Line of Block F, Unit 1, PEACE RIVER SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 3, Page 7, of the Public Records of Charlotte County, Florida; thence travel South along the Western Block Line of Block F, to the Point of Beginning.

AND LESS AND EXCEPT THE FOLLOWING:

Lots 66, 67, 68, 69, 103, 105, 107, 108, 109, 119, 122, 123, 125, 126, 129, 130, 131, 133, 134, 135, 136, 137, 138, 139, 141, 142, 143, 144, 145, 147, 148, 149 and 150, HUNTER CREEK VILLAGE, PHASE I, a subdivision according to the Plat thereof as recorded in Plat Book 13, Page 34, of the Public Records of Charlotte County, Florida.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT C

**STATEMENT REGARDING OUTSTANDING
REGULATORY ASSESSMENT FEES**

All regulatory assessment fees from the date of acquisition through December 31, 2002, which were the obligation of Rivers Edge Utilities, LLC, have been paid to the Florida Public Service Commission.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT D

STATEMENT DESCRIBING THE FINANCING OF THE PURCHASE

There was no additional financing required for this transaction. The funds necessary to complete the foreclosure action and bankruptcy proceedings came from the two Trusts indicated in Exhibit B.

1

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT E

LIST OF ALL ENTITIES PROVIDING FUNDING TO BUYER

The funds necessary to complete the foreclosure action came from the two Trusts known as Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT F

NET BOOK VALUE/RATE BASE

Hunter Creek Utilities, LLC was granted the original Water and Wastewater Certificates pursuant to Order No. PSC-99-0756-FOF-WS, issued April 19, 1999. Attached hereto is a schedule which sets forth the original cost for the water and wastewater assets as reflected in the Annual Reports filed by Hunter Creek Utilities, LLC which are providing service to the utility's customers. Furthermore, the schedule includes accumulated depreciation on the water and wastewater assets based on 40-year depreciable lives.

In addition, the schedule reflects certain amounts that have been accounted for as contributions in aid of construction (CIAC). Finally, the schedule reflects accumulated amortization of CIAC based on the depreciation lives of the related utility asset. At November 30, 2002, the utility assets had a net value of \$80,623 for the water assets and \$61,256 for the wastewater assets for a combined total of \$141,879.

Rivers Edge Utilities, LLC is requesting the approval of \$107,691 total acquisition adjustment, \$65,527 related to water and \$42,164 related to wastewater. Combining the total net invested values of \$141,879 with the total positive acquisition adjustment of \$107,691 results in a total requested rate base of \$249,570, \$146,150 applicable to water and \$103,420 applicable to wastewater.

RIVERS EDGE UTILITIES, LLC
WATER UTILITY PLANT-IN-SERVICE SCHEDULE
AND CONTRIBUTIONS IN AID OF CONSTRUCTION

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	
LINE NO.	NARUC A/C #	DESCRIPTION	SERVICE YEAR	ADJUSTED ORIGINAL COST	LIFE	LIFE AS A %	ANNUAL DEPREC. EXPENSE 12/31/02	ACCUM. DEPREC. AT 12/31/02	ELEVEN MONTHS DEPREC. EXPENSE	ACCUM. DEPREC. AT 11/30/02	ORIGINAL COST CIAC	ACCUM. AMORT. AT 11/30/02
1	303	LAND	1982	14,000	N/A							
2	304	STRUCTURES & IMPROV.	1982	8,100	40	0.0250	203	4,152	186	4,135		
3	304	STRUCTURES & IMPROV.	1983	18,500	40	0.0250	463	9,019	424	8,980		
4	307	WELLS	1982	7,000	40	0.0250	175	3,588	160	3,573		
5	309	SUPPLY MAINS	1982	10,000	40	0.0250	250	5,125	229	5,104		
6	311	PUMPING EQUIPMENT	1982	3,500	40	0.0250	88	1,794	81	1,787		
7	320	WATER TREATMENT EQUIPMENT	1982	25,672	40	0.0250	642	13,157	589	13,104		
8	320	WATER TREATMENT EQUIPMENT	1982	13,220	40	0.0250	331	6,776	303	6,748		
9	320	WATER TREATMENT EQUIPMENT	1982	(15,000)	40	0.0250	0	(15,000)	0	(15,000)		
10	320	WATER TREATMENT EQUIPMENT	1998	3,924	40	0.0250	98	441	90	433		
11	320	WATER TREATMENT EQUIPMENT	2000	46,327	40	0.0250	1,158	2,895	1,062	2,799	(35,895)	2,169
12	330	DISTRIBUTION RESERVOIRS	1982	17,000	40	0.0250	425	8,713	390	8,678		
13	331	TRANSMISSION & DISTRIBUTION LINES	1982	32,760	40	0.0250	819	16,790	751	16,722	(32,760)*	16,722
14	333	SERVICES	1982	21,000	40	0.0250	525	10,763	481	10,719	(21,000)*	10,719
15	334	METERS & INSTALLATIONS	1982	4,200	40	0.0250	105	2,153	96	2,144	(4,200)*	2,144
16	335	HYDRANTS	1982	7,000	40	0.0250	175	3,588	160	3,573	(7,000)*	3,573
17	339	OTHER PLANT & MISC. EQUIPMENT	1982	5,000	40	0.0250	125	2,563	115	2,553		
18	339	OTHER PLANT & MISC. EQUIPMENT	1982	0	40	0.0250	0	0	0	0		
19				<u>222,203</u>			<u>5,582</u>	<u>76,517</u>	<u>5,117</u>	<u>76,052</u>	<u>(100,855)</u>	<u>35,327</u>
20		RECAP										
21		LAND		<u>14,000</u>			<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
22		STRUCTURES & IMPROV.		<u>26,600</u>			<u>666</u>	<u>13,171</u>	<u>610</u>	<u>13,115</u>	<u>0</u>	<u>0</u>
23		WELLS		<u>7,000</u>			<u>175</u>	<u>3,588</u>	<u>160</u>	<u>3,573</u>	<u>0</u>	<u>0</u>
24		SUPPLY MAINS		<u>10,000</u>			<u>250</u>	<u>5,125</u>	<u>229</u>	<u>5,104</u>	<u>0</u>	<u>0</u>
25		PUMPING EQUIPMENT		<u>3,500</u>			<u>88</u>	<u>1,794</u>	<u>81</u>	<u>1,787</u>	<u>0</u>	<u>0</u>
26		WATER TREATMENT EQUIPMENT		<u>74,143</u>			<u>2,229</u>	<u>8,269</u>	<u>2,044</u>	<u>8,084</u>	<u>(35,895)</u>	<u>2,169</u>
27		DISTRIBUTION RESERVOIRS		<u>17,000</u>			<u>425</u>	<u>8,713</u>	<u>390</u>	<u>8,678</u>	<u>0</u>	<u>0</u>
28		TRANSMISSION & DISTRIBUTION LINES		<u>32,760</u>			<u>819</u>	<u>16,790</u>	<u>751</u>	<u>16,722</u>	<u>(32,760)</u>	<u>16,722</u>
29		SERVICES		<u>21,000</u>			<u>525</u>	<u>10,763</u>	<u>481</u>	<u>10,719</u>	<u>(21,000)</u>	<u>10,719</u>
30		METERS & INSTALLATIONS		<u>4,200</u>			<u>105</u>	<u>2,153</u>	<u>96</u>	<u>2,144</u>	<u>(4,200)</u>	<u>2,144</u>
31		HYDRANTS		<u>7,000</u>			<u>175</u>	<u>3,588</u>	<u>160</u>	<u>3,573</u>	<u>(7,000)</u>	<u>3,573</u>
32		OTHER PLANT & MISC. EQUIPMENT		<u>5,000</u>			<u>125</u>	<u>2,563</u>	<u>115</u>	<u>2,553</u>	<u>0</u>	<u>0</u>

*NOTE: THE CIAC AMOUNT SHOWN ABOVE IS IMPUTED TO THE EXTENT OF THE WATER DISTRIBUTION SYSTEM

RIVERS EDGE UTILITIES, LLC
WASTEWATER UTILITY PLANT-IN-SERVICE SCHEDULE
AND CONTRIBUTIONS IN AID OF CONSTRUCTION

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	
LINE NO.	NARUC A/C #	DESCRIPTION	SERVICE YEAR	ORIGINAL COST INCLUDED TRANSFER	PER NEW PSC LIFE	PSC LIFE ASA %	ANNUAL DEPREC. EXPENSE 12/31/02	ACCUM. DEPREC. AT 12/31/02	ELEVEN MONTHS DEPREC. EXPENSE	ACCUM. DEPREC. AT 11/30/02	ORIGINAL COST CIAC	ACCUM. AMORT. AT 11/30/02
1	353	LAND	1982	42,000	N/A							
2	361	COLLECTION SEWERS - GRAVITY	1982	60,120	40	0.0250	1,503	30,812	1,378	30,687	(60,120)*	30,687
3	363	SERVICES	1982	21,000	40	0.0250	525	10,763	481	10,719	(21,000)*	10,719
4	371	PUMPING EQUIPMENT	1982	5,000	40	0.0250	125	2,563	115	2,553	(5,000)*	2,553
5	380	TREATMENT & DISPOSAL EQUIPMENT	1982	26,882	40	0.0250	672	13,777	616	13,721		
6	380	TREATMENT & DISPOSAL EQUIPMENT	1990	6,000	40	0.0250	150	1,875	138	1,863		
7	381	OUTFALL SEWER LINES	1982	2,000	40	0.0250	50	1,025	46	1,021		
8	389	OTHER PLANT & MISC. EQUIPMENT	1982	2,000	40	0.0250	50	1,025	46	1,021		
9	389	OTHER PLANT & MISC. EQUIPMENT	1982	0	40	0.0250	0	0	0	0		
10				<u>165,002</u>			<u>3,075</u>	<u>61,840</u>	<u>2,820</u>	<u>61,585</u>	<u>(86,120)</u>	<u>43,959</u>
11		RECAP										
12		LAND		<u>42,000</u>			<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
13		COLLECTION SEWERS - GRAVITY		<u>60,120</u>			<u>1,503</u>	<u>30,812</u>	<u>1,378</u>	<u>30,687</u>	<u>(60,120)</u>	<u>30,687</u>
14		SERVICES		<u>21,000</u>			<u>525</u>	<u>10,763</u>	<u>481</u>	<u>10,719</u>	<u>(21,000)</u>	<u>10,719</u>
15		PUMPING EQUIPMENT		<u>5,000</u>			<u>125</u>	<u>2,563</u>	<u>115</u>	<u>2,553</u>	<u>(5,000)</u>	<u>2,553</u>
16		TREATMENT & DISPOSAL EQUIPMENT		<u>32,882</u>			<u>822</u>	<u>15,652</u>	<u>754</u>	<u>15,584</u>	<u>0</u>	<u>0</u>
17		OUTFALL SEWER LINES		<u>2,000</u>			<u>50</u>	<u>1,025</u>	<u>46</u>	<u>1,021</u>	<u>0</u>	<u>0</u>
18		OTHER PLANT & MISC. EQUIPMENT		<u>2,000</u>			<u>50</u>	<u>1,025</u>	<u>46</u>	<u>1,021</u>	<u>0</u>	<u>0</u>

20 *NOTE: THE CIAC AMOUNT SHOWN ABOVE IS IMPUTED TO THE EXTENT OF THE WASTEWATER COLLECTION & PUMPING SYSTEM

E-118

RIVERS EDGE UTILITIES, LLC
DETERMINATION OF RATE BASE AND CALCULATION OF POSITIVE ACQUISITION ADJUSTMENT

LINE NO.	(A)	(B)	(C)	(D)
		WATER	WASTE WATER	TOTAL
1	TOTAL ACQUISITION PRICE OF UTILITY BASED ON NET UPIS ACQUIRED	\$146,150	\$103,420	\$249,570
2				
3	ORIGINAL COST OF UTILITY PLANT-IN-SERVICE (UPIS) AT 11/30/02			
4	WATER	222,203		222,203
5	WASTEWATER		165,002	165,002
6	TOTAL	<u>222,203</u>	<u>165,002</u>	<u>387,205</u>
7				
8	ACCUMULATED DEPRECIATION OF UPIS AT 11/30/02			
9	WATER	(76,052)		(76,052)
10	WASTEWATER		(61,585)	(61,585)
11	TOTAL	<u>(76,052)</u>	<u>(61,585)</u>	<u>(137,637)</u>
12				
13	CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) AT 11/30/02			
14	WATER	(100,855)		(100,855)
15	WASTEWATER		(86,120)	(86,120)
16	TOTAL	<u>(100,855)</u>	<u>(86,120)</u>	<u>(186,975)</u>
17				
18	ACCUMULATED AMORTIZATION OF CIAC AT 11/30/02			
19	WATER	35,327		35,327
20	WASTEWATER		43,959	43,959
21	TOTAL	<u>35,327</u>	<u>43,959</u>	<u>79,286</u>
22				
23	NET UPIS LESS NET CIAC AT 11/30/02	<u>80,623</u>	<u>61,256</u>	<u>141,879</u>
24				
25	REQUESTED POSITIVE ACQUISITION	<u>\$65,527</u>	<u>\$42,164</u>	<u>\$107,691</u>

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT G

STATEMENT REGARDING ACQUISITION ADJUSTMENT

Rivers Edge Utilities, LLC (Rivers Edge) believes that the acquisition of the utility out of bankruptcy is an extraordinary circumstance that should be given due consideration in the request for a positive acquisition adjustment. Hunter Creek Utilities, LLC was not in compliance with Florida Public Service Commission rules regarding delinquent regulatory assessment fees and was having non compliance problems with the Florida Department of Environmental Protection. Given the substantial investment by the Trustees, the acquisition of the utility out of bankruptcy, and the Trustees willingness to keep the utility in compliance with the various regulatory agencies, the applicant is requesting a positive acquisition adjustment.

RIVERS EDGE UTILITIES, LLC
DETERMINATION OF RATE BASE AND CALCULATION OF POSITIVE ACQUISITION ADJUSTMENT

LINE NO.	(A)	(B) WATER	(C) WASTE WATER	(D) TOTAL
1	TOTAL ACQUISITION PRICE OF UTILITY BASED ON NET UPIS ACQUIRED	<u>\$146,150</u>	<u>\$103,420</u>	<u>\$249,570</u>
2				
3	ORIGINAL COST OF UTILITY PLANT-IN-SERVICE (UPIS) AT 11/30/02			
4	WATER	222,203		222,203
5	WASTEWATER		165,002	165,002
6	TOTAL	<u>222,203</u>	<u>165,002</u>	<u>387,205</u>
7				
8	ACCUMULATED DEPRECIATION OF UPIS AT 11/30/02			
9	WATER	(76,052)		(76,052)
10	WASTEWATER		(61,585)	(61,585)
11	TOTAL	<u>(76,052)</u>	<u>(61,585)</u>	<u>(137,637)</u>
12				
13	CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) AT 11/30/02			
14	WATER	(100,855)		(100,855)
15	WASTEWATER		(86,120)	(86,120)
16	TOTAL	<u>(100,855)</u>	<u>(86,120)</u>	<u>(186,975)</u>
17				
18	ACCUMULATED AMORTIZATION OF CIAC AT 11/30/02			
19	WATER	35,327		35,327
20	WASTEWATER		43,959	43,959
21	TOTAL	<u>35,327</u>	<u>43,959</u>	<u>79,286</u>
22				
23	NET UPIS LESS NET CIAC AT 11/30/02	<u>80,623</u>	<u>61,256</u>	<u>141,879</u>
24				
25	REQUESTED POSITIVE ACQUISITION	<u>\$65,527</u>	<u>\$42,164</u>	<u>\$107,691</u>

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT H

**STATEMENT THAT BUYER WILL OBTAIN FEDERAL INCOME TAX
RETURNS OF SELLER FROM DATE THE UTILITY WAS FIRST
ESTABLISHED**

Rivers Edge Utilities, LLC has attempted to obtain copies of the federal income tax returns and other documents related to the utility. The previous owner is unwilling to provide any such documents.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT I

STATEMENT OF CONDITION AND COMPLIANCE

AND ZOLA M. MAC LACHLAN
I, Janice Fader/ Manager of Rivers Edge Utilities, LLC, do hereby state that Rivers Edge Utilities appears to be in satisfactory condition and, to the best of my knowledge, is in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

Janice Fader

Janice Fader
Manager

Zola M. MacLachlan

Zola M. MacLachlan
Manager

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT J

**PART III, A
NOTICE OF ACTUAL APPLICATION**

TO BE FILED AS A LATE FILED EXHIBIT

Affidavit that notice of actual application will be given by regular mail in accordance with Section 367.045(1)(a), Florida Statutes and Rule 35-30.030, Florida Administrative Code, to all required governmental agencies, appropriate certificated utilities and requisite state officials.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT K

**PART III, B
NOTICE OF ACTUAL APPLICATION**

TO BE FILED AS A LATE FILED EXHIBIT

Affidavit that notice of actual application will be given, in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer on the system being transferred.

L

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT L

**PART III, C
NOTICE OF ACTUAL APPLICATION**

TO BE FILED AS A LATE FILED EXHIBIT

Affidavit that a notice of actual application will be published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT M

**PART V, A
EVIDENCE OF OWNERSHIP**

A 99-year lease agreement for the continuous use of the land is attached.

★ #209
OLMSTED
& WILSON



FILE 1088804 OR BK 02307 PG 0331 RECD 09/16/2003 03:38:01 PM BARBARA T. SCOTT, CLERK, CHARLOTTE CO
REC 55.50 Index 3.00

**99-YEAR LEASE AGREEMENT
FOR
WATER AND WASTEWATER TREATMENT FACILITIES**

This 99-Year Lease for water and wastewater treatment facilities (the "Lease") is made and entered into between Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust (the "Lessor") and Rivers Edge Utilities, LLC (the Lessee), dated as of the 28th day of August, 2003.

RECITALS

1. Lessor is the owner of the real property in Charlotte County, Florida operated as The Oaks at Rivers Edge located at 1601 Hunter Creek Drive, Punta Gorda, Florida 33982.
2. Lessee is the owner of certain water facilities including a water treatment plant, two water wells, six storage tanks, a transmission and distribution system (the "Water Plant") and certain wastewater facilities including wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment Plant"). The Water Plant and the Wastewater Treatment Plant are sometimes hereafter collectively referred to as the "Systems". The Systems are located within the boundaries of the water and wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area is more particularly described as Township 40 South, Range 23 East, Section 12, The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek. And The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And Township 40 South, Range 23 East, Section 11, All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East. And The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.
3. The Leased Premises upon which the water and wastewater treatment facilities, the well, the effluent pond and the spray fields are located within The Oaks at Rivers Edge are more particularly described as the NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (WATER AND SEWER PLANT, Parcel I.D. Number 0070972-000100-6, 2.5 acres more or less);

THIS INSTRUMENT PREPARED BY
REGULATORY CONSULTANTS, INC.
C/O OLMSTED & WILSON, P.A.
18501 MURDOCK CIRCLE, SUITE 101
PORT CHARLOTTE, FL 33948

**IMAGED
MC**

And The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (POND, Parcel I.D. Number 0070973-000000-6, 2.5 acres more or less);

And TRACT 3 of unrecorded Plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the NE Corner of the NW 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 3°04'30" East along the Westerly right of way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 3°04'30" East 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (SPRAYFIELD, Parcel I.D. Number 0070966-000100-4, 4.94 acres more or less);

And TRACT 4 of unrecorded Plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the NE corner of the NW 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'40" East, along the Westerly right of way of A.C.L.R.R., 1203.04 feet for a point of Beginning; thence continue North 3°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (SPRAYFIELD, Parcel I.D. Number 0070966-000000-5, 4.92 acres more or less)

4. Lessor has agreed to lease the Leased Premises to Lessee pursuant to a Lease Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across The Oaks to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain Systems and other attachment, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon and across The Oaks at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in The Oaks, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.
5. Lessor acknowledges that Lessee is the sole and exclusive provider of water and wastewater utility service to The Oaks and Lessee acknowledges that it is capable of providing utility services to the residents and the common areas of The Oaks.
6. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the Systems so that Lessee can continue to provide water and wastewater utility services to the residents of The Oaks.

7. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

ACCORDINGLY, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **AGREEMENT TO LEASE.** Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.
2. **TERM.** To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date.
3. **RENTAL.** The rent reserved under this Agreement shall be as follows:
 - (a) Annual rental of \$3,600.00 per year, payable in equal monthly installments of \$300.00 per month, payable the first day of each month.
 - (b) The annual rental amounts in subparagraph (a) above shall increase based upon the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published the United States Department of Labor or other governmental agency.
 - (c) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.
 - (d) Personal property taxes on the Systems, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the Systems shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to indemnify Lessor against any and all claims for personal injury or property damage to Lessee's property caused by any defects in the Premises.
5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and attorns to such Mortgagee and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.
6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.
7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.
8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:
 - (a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,
 - (b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof. Pursuant to Florida Statute §713.10, it is the intent of the parties hereto that Lessor's interest in the Premises shall not be subject to any liens filed because of Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.
10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the term hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.
11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

In the event Lessee contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Lessee agrees to hold harmless and indemnify Lessor, and Lessor's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that Lessor may at any time sustain by reason of any such contamination.

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance

and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

13. **INSURANCE.** At all times subsequent to the commencement date of the term of this Lease and during the full term, Lessee shall keep the Premises covered, at Lessee's sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance.

All insurance required to be maintained by Lessee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to Lessor. Within fifteen (15) days after the commencement of the term of this Lease, Lessee shall promptly deliver to Lessor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Lessee and Lessor shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Lessee shall name Lessee and Lessor as the insureds as their respective interests may appear.

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease. If termination is elected, the provisions of Section 29 hereof shall become applicable.
15. **CONDEMNATION.** In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.
16. **ENTRY UPON PREMISES.** Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.
17. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.

Notwithstanding anything stated above, Lessee shall at all times during the term hereof have the right without having to obtain Lessor's prior approval therefor to assign this Lease or to sublease all or any portion of the Premises to (I) any Affiliate (defined below) of Lessee, any successor entities or persons by virtue of merger, consolidation, liquidation, reorganization or other operation of law; (ii) to the purchaser (or an Affiliate of the purchaser) of any material portion of the assets of Lessee, or any portion of the business conducted by Lessee at the Premises (however, Lessee shall at all times remain responsible for the payment of the Rent hereunder); (iii) any partnership or joint venture in which Lessee or an Affiliate of Lessee is a partner or a joint venturer that actively participates in the business thereof; and (iv) any entity occupying space in the Premises principally for the purpose of providing services to Lessee or its Affiliates. As used in this Lease, the Term "Affiliate" shall mean (I) any person or entity controlling, controlled by or under common control with Lessee, or (ii) any person or entity controlling, controlled by or under common control with Lessee's parent or any subsidiary of any tier of Lessee's parent. "Control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management and policies of the controlled person or entity. The ownership, directly or indirectly, of at least 51% of the voting securities of, or the possession of the right to vote in the ordinary direction of its affairs at least 51% of the voting interest in, any person or entity shall be presumed to constitute such control.

18. **COVENANTS AS TO BREACH AND REMEDIES.** In addition to default by Lessee in any of Lessee's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of Lessee's property, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by Lessee.

In the event of breach of this Lease by Lessee, if Lessee has not cured such default within 14 days of Lessee's receipt of written notice from Lessor describing such default, or in the event of renunciation of this Lease by Lessee before the expiration of the term hereof, Lessor may:

- (a) Treat this Lease as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or
- (b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,
- (c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.

No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

In the event Lessee defaults or breaches any of the terms, conditions or promises of Lessee herein contained, and Lessor is put to the necessity of employing an attorney in order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce such terms, conditions or promises, then Lessee agrees to pay reasonable attorneys' fees, paralegals' fees, legal assistants' fees and court costs and expenses in connection therewith.

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.
20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at 1601 Hunter Creek Drive, Punta Gorda, FL 33982. Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at 29000 Tamayo Drive, Punta Gorda, FL 33982 or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.
21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.
22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.
23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.
24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever

applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.


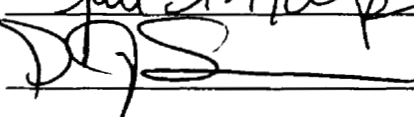
25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.
26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.
28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the water and wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, Sarasota County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.
30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.
31. **LIABILITY.**
- (a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.
- (b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's partners, venturers, directors, officers, agents, or employees, or by any breach, violation or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this

GUARANTY OF PERFORMANCE

For valuable consideration, the undersigned irrevocably and unconditionally guarantees to Lessor the full, faithful and punctual performance by Lessee of all of Lessee's covenants and agreements contained in this Lease, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned's absolute and unconditional liability hereunder. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth below.

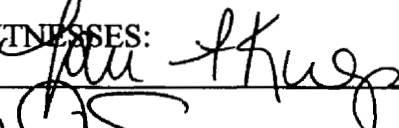
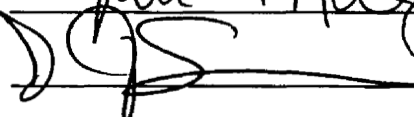
WITNESSES:



Zola MacLachlan and Janice Fader,
successor Trustees of the Ernest E.
MacLachlan Revocable Trust and
Zola M. MacLachlan, Trustee of the
Zola M. MacLachlan Revocable Trust

By: Zola M. MacLachlan
As its: Trustee

Date of Execution: 8/28/03

BY: Janice Fader Trustee
JANICE FADER, TRUSTEE

WITNESSES:




Rivers Edge Utilities, LLC
By: Janice Fader
As its: Member/Manager

Date of Execution: 9/2/03

STATE OF FLORIDA
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 28th day of August, 2003, by ZOLA M. MacLACHLAN, and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOABLE TRUST, and ZOLA M. MacLACHLAN, Trustee of the ZOLA M. MacLACHLAN REVOCABLE TRUST, to me personally known.

WITNESS my hand and seal this 28th day of August, 2003.



Notary Public




Ida Jaye Spencer
Commission # DD 026250
Expires June 25, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 2nd day of September, 2003, by JANICE FADER, as a Member/Manager of HUNTER CREEK UTILITIES, LLC., to me personally known.

WITNESS my hand and seal this 2nd day of September, 2003.



Notary Public



Ida Jaye Spencer
Commission # DD 026250
Expires June 25, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT N

PART V, B

**ORIGINAL AND TWO COPIES OF
WATER AND WASTEWATER TARIFF SHEETS**

PROVIDED UNDER SEPARATE COVER

Original forwarded to ECR

WATER TARIFF

RIVERS EDGE UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Janice Fader
ISSUING OFFICER

Manager
TITLE

WATER TARIFF

RIVERS EDGE UTILITIES, LLC
NAME OF COMPANY

1601 Hunter Creek Drive

Punta Gorda, Florida 33982
(ADDRESS OF COMPANY LOCATION)

(941) 637-5757 / (941) 788-0084
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0-6.1
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations.....	5.0-5.1
Territory Authority.....	3.0

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 611-W

COUNTY - Charlotte

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0756-FOF-WS	04/19/99	980731-WS	Original Certificate

(Continued to Sheet No. 3.1)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

The Oaks at Rivers Edge (formerly Hunter Creek Village)

The following described lands located in Charlotte County, Florida:

Township 40 South, Range 23 East
Section 12

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek.

And

The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

Township 40 South, Range 23 East
Section 11

All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East.

And

The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER 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>
Charlotte	The Oaks at Rivers Edge	RS	11.0 (formerly Hunter Creek Village)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 5.0)

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

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

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

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

RULES AND REGULATIONS

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

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

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

(Continued on Sheet No. 8.0)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

NOT APPLICABLE AT THIS TIME

EFFECTIVE DATE -

TYPE OF FILING -

Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Per 1,000 gallons or any portion thereof:
- | | |
|-----------------------|--------|
| 0 – 5,000 gallons | \$3.25 |
| 5,001 – 8,000 gallons | \$4.88 |
| Over 8,000 gallons | \$7.32 |
- MINIMUM CHARGE - Applicable Base Facility Charge (BFC) - \$10.50
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- BASE FACILITY CHARGE - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.
- EFFECTIVE DATE -
- TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

CUSTOMER DEPOSITS

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

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

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

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service.....	\$	
1" metered service.....	\$	
1 1/2" metered service.....	\$	
2" metered service.....	\$	
Over 2" metered service.....	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month.....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month.....	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage).....	\$	
All others-per front foot.....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

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

Janice Fader
ISSUING OFFICER

Manager
TITLE

ORIGINAL SHEET NO. 19.0

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NO DEPOSIT CHARGED

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

APPLICATION FOR WATER OR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

_____ City _____ State _____ Zip _____

Service Address _____

_____ City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water serviced will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water or wastewater service is supplied by the Company, the Company may require a 24-hour written notice prior to the date the Customer desires to terminate service.

Signature

Date

Janice Fader
ISSUING OFFICER

Manager
TITLE

ORIGINAL SHEET NO. 21.0

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

Rivers Edge Utilities, LLC
1601 Hunter Creek Drive
Punta Gorda, Florida 33982

Water and Sewer Bill

Date _____

Name _____

Account Number _____

Current Reading _____

Last Reading _____

Gallons Used (x 1000) _____

Base Rate..... Water \$ 10.50

Usage: _____

Sewer

Base Rate:..... \$ 6.50

Usage: _____

Current Balance:..... _____

Past Due: _____

TOTAL DUE: _____

Billing Period _____ to _____

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges.....	N/A
Service Availability Policy	24.0

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to The Oaks at Rivers Edge (formerly Hunter Creek Village). The owner of the utility is also the land developer. As the land developer, the owner intends to contribute any necessary capital improvements to the water and wastewater plants. Also as the land developer, the owner intends to install the water distribution and wastewater collection lines to the boundary of each new lot and provide for hookups as the lots are developed and offered for sale.

Janice Fader
ISSUING OFFICER

Manager
TITLE

WASTEWATER TARIFF

RIVERS EDGE UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Janice Fader
ISSUING OFFICER

Manager
TITLE

WASTEWATER TARIFF

RIVERS EDGE UTILITIES, LLC
NAME OF COMPANY

1601 Hunter Creek Drive

Punta Gorda, Florida 33982
(ADDRESS OF COMPANY LOCATION)

(941) 637-5757 / (941) 788-0084
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served.....	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0-6.1
Service Availability Policy.....	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 527-S

COUNTY - Charlotte

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0756-FOF-WS	04/19/99	980731-WS	Original Certificate

(Continued to Sheet No. 3.1)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

The Oaks at Rivers Edge (formerly Hunter Creek Village)

The following described lands located in Charlotte County, Florida:

Township 40 South, Range 23 East
Section 12

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek.

And

The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

Township 40 South, Range 23 East
Section 11

All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East.

And

The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

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>
Charlotte	The Oaks at Rivers Edge (formerly Hunter Creek Village)	RS	11.0

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

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 RIVERS EDGE UTILITIES, LLC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

(Continued on Sheet No. 8.0)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

(Continued on Sheet No. 10.0)

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	N/A
General Service, GS.....	N/A
Miscellaneous Service Charges.....	15.0
Residential Service, RS.....	13.0
Service Availability Fees and Charges.....	N/A

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

GENERAL SERVICE

NOT APPLICABLE AT THIS TIME

EFFECTIVE DATE -

TYPE OF FILING -

Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

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>	0 – 10,000 gallons	\$ 2.50
	Maximum monthly charge	\$31.50

MINIMUM CHARGE - Applicable Base Facility Charge (BFC) - \$6.50

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.

BASE FACILITY CHARGE - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

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

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC
WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service.....	\$	
1" metered service.....	\$	
1 1/2" metered service.....	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ()GPD.....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ()GPD.....	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$¹	
<u>Main Extension Charge</u>		
Residential-per ERC () GPD).....	\$	
All others-per gallon	\$	
or		
Residential-per lot ()foot frontage).....	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC () GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC () GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPTN/A

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NO DEPOSIT CHARGED

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

APPLICATION FOR WATER OR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

_____ City State Zip

Service Address _____

_____ City State Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

- 6. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 7. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 8. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
- 9. Bills for water serviced will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
- 10. When a Customer wishes to terminate service on any premises where water or wastewater service is supplied by the Company, the Company may require a 24-hour written notice prior to the date the Customer desires to terminate service.

Signature

Date

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Rivers Edge Utilities, LLC
1601 Hunter Creek Drive
Punta Gorda, Florida 33982

Water and Sewer Bill

Date _____

Name _____

Account Number _____

Current Reading _____

Last Reading _____

Gallons Used (x 1000) _____

Base Rate..... Water \$ 10.50

Usage: _____

Base Rate:..... Sewer \$ 6.50

Usage: _____

Current Balance:..... _____

Past Due: _____

TOTAL DUE: _____

Billing Period _____ to _____

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	N/A
Service Availability Policy	22.0

Janice Fader
ISSUING OFFICER

Manager
TITLE

RIVERS EDGE UTILITIES, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to The Oaks at Rivers Edge (formerly Hunter Creek Village). The owner of the utility is also the land developer. As the land developer, the owner intends to contribute any necessary capital improvements to the water and wastewater plants. Also as the land developer, the owner intends to install the water distribution and wastewater collection lines to the boundary of each new lot and provide for hookups as the lots are developed and offered for sale.

Janice Fader
ISSUING OFFICER

Manager
TITLE

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 611-W AND WASTEWATER CERTIFICATE NO. 527-S
RIVERS EDGE UTILITIES, LLC**

EXHIBIT O

PART V, C

THE UTILITY'S CURRENT WATER AND WASTEWATER CERTIFICATES

Due to the complex nature of the foreclosures proceedings, Rivers Edge Utilities, LLC has been unable to secure the current water and wastewater certificates from the previous owner, Hunter Creek Utilities, LLC. The Florida Public Service Commission is aware of this circumstance and has agreed to provide new certificates upon approval of this Transfer Application.