

ORIGINAL

RECEIVED FPSC

FEB 19 PM 4:48

COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of )  
FIMC Hideaway, Inc. for )  
Transfer of Majority )  
Organizational Control. )  
\_\_\_\_\_)

Docket No. 040152-WS

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

Applicant, FIMC HIDEAWAY, INC (hereinafter "FIMC," "Utility," or "Applicant") and Robert and Janet McBride (hereinafter "Buyer"), by and through their undersigned attorneys and pursuant to Section 367.071, Florida Statutes, and Section 25-30.037(3), Florida Administrative Code ("F.A.C"), applies to the Florida Public Service Commission for transfer of majority organizational control of the stock of FIMC Hideaway, Inc. from Florida Investors Mortgage Corporation, a Florida Corporation, to Robert and Janet McBride, and in support thereof states:

I.

The full name and address of the applicant is:

FIMC Hideaway, Inc.  
7205 NW 47<sup>th</sup> Court  
Gainesville, FL 32606

Mailing address:

P.O. Box 1435  
Gainesville, FL 32612-1435

*Original Tariff + CERTIFICATES  
forwarded to ECP.*

DOCUMENT NUMBER-DATE

02449 FEB 19 8

FPSC-COMMISSION CLERK

**II.**

The full name and address of the applicant's attorney to whom all orders, notices, directives, correspondence and other communications shall be directed is:

F. Marshall Deterding  
ROSE, SUNDSTROM & BENTLEY, LLP  
2548 Blainstone Pines Drive  
Tallahassee, Florida 32301

**III.**

The ownership interest in FIMC Hideaway, Inc. is currently held 100% by Florida Investors Mortgage Corporation. Under the terms of a Stock Purchase Agreement entered into between Florida Investors Mortgage Corporation and Robert and Janet McBride dated December 20, 2003, Florida Investors Mortgage Corporation has transferred all ownership interest in FIMC Hideaway, Inc. to the Buyer so that Buyer will own directly all of the stock in the Utility. A copy of this Agreement is attached hereto as **Exhibit "A"**.

**IV.**

The complete name and address of the Seller is:

Florida Investors Mortgage Corporation  
P.O. Box 639  
Gainesville, FL 32602

**V.**

The complete names and addresses of the Buyers are:

Robert and Janet McBride  
3300 NW 28<sup>th</sup> Place  
Gainesville, FL 32605

**VI.**

The names and addresses of all of the Buyers, corporate officers, directors, and any other persons who will own an interest in the Utility is outlined below.

Robert and Janet McBride  
3300 NW 28<sup>th</sup> Place  
Gainesville, FL 32605

**VII.**

The development served by FIMC Hideaway, Inc. is very close to build out. The few remaining unoccupied lots are owned individually and as such, there is no developer with a continuing interest in the property and in the continued operation of the Utility. The Seller obtained the Utility as a result of a default on loans by the previous owner. However, the Seller has no continuing interest in the development. The Buyer owns the clubhouse within the development and therefore has a continuing interest in the efficient and effective operation of the water and sewer utility systems. While Buyer has no direct experience in the operation of water and wastewater utility systems, the Buyer has

been the President and CEO of a Spring Water bottling plant in Orange Springs, Florida. The Buyers will continue to employ the same licensed operator and maintenance staff as utilized by the Seller and will provide the same quality water and wastewater service and professional operation as was maintained by the Seller. There are no plans for change in operational and maintenance staff in the near future.

#### VIII.

The Buyer is financing the purchase through a cash purchase of stock and therefore, no additional financing will be necessary.

#### IX.

The individual shareholders/buyers have provided and will provide funding for the Utility, either through infusion of debt or equity as needed to maintain high quality utility operations and maintenance of the water and wastewater systems. A copy of a financial statement of the Buyer is attached hereto as **Exhibit "B"**. In addition, attached hereto as **Exhibit "C"** is an Affidavit from the Buyer indicating their willingness to provide funding as and when needed to the Utility, though no immediate needs for additional investment are anticipated.

**X.**

After reasonable investigation the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by DEP. There is no anticipated need of repair or improvement, nor any outstanding notices of violations of any standards set by DEP or any outstanding consent orders with DEP.

On October 20, 2003 the Buyers spent the day with Doyle Pearson, the current operations manager for the Utility, and reviewed all of the Utility's assets and their condition and the on-site bookkeeping and operation of the Utility's system. As a result of that site visit, the Buyers found the Utility to be in good working order and everything kept up-to-date.

The Buyers also talked to DEP water and wastewater staff in Gainesville, Florida and engineer Azeem U. Syed, who assured the Buyers that the wastewater plant was in good working order. They also talked to DEP potable water staff in Jacksonville and engineer Emerson Raulson who assured them that the water plant was in good working order and in compliance with DEP regulations.

**XII.**

This transfer is in the public interest in that it will place ownership, operation and management of the Utility in the hands of the only persons (other than the customers) who have a continuing interest in the proper professional operation and maintenance of the Utility's system and will eliminate ownership by a company who involuntarily has operated this system for the last several years. The Buyer will fulfill the commitments, obligations and representations of the Seller with regard to Utility matters.

**XIII.**

Evidence that the Utility owns the land upon which the Utility treatment facilities are located is attached hereto as **Exhibit "D"**.

**XIV.**

Attached hereto as **Exhibit "E"** are revised tariff sheets in order to recognize the change in management and revised contact information.

**XV.**

The originals of the Utility's current certificates are attached hereto as **Exhibit "F"**.

**XVI.**

Attached hereto as **Exhibit "G"** is an Affidavit that the notice of the actual application was given in accordance with the

requirements of Section 367.045(1)(a), Florida Statutes and Rule 25-30.030, Florida Administrative Code, by regular mail to the persons outlined in the letter from the Public Service Commission staff. A copy of that letter is also attached in addition to a copy of the Notice.

**XVII.**

We will provide as a late-filed exhibit immediately upon completion of mailing **Exhibit "H"** which will be an Affidavit that the notice of the actual application was given in accordance with Rule 25-30.030, Florida Administrative Code by regular mail to each customer of the system being transferred.

**XVIII.**

We will provide as a late-filed exhibit immediately upon the 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 will be provided as late-filed **Exhibit "I."**

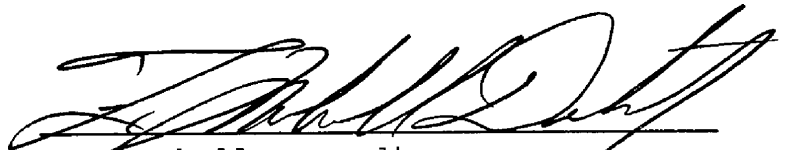
**XIV.**

In accordance with the requirements of Section 25-30.020, Florida Administrative Code for a system with the capacity to serve

up to 500 ERCs, attached hereto is a filing fee in the amount of \$1,500 (\$750 each for the water and wastewater system).

WHEREFORE, the applicant, FIMC Hideaway, Inc. requests that the Commission issue its order approving this change in majority organizational control as outlined herein.

Respectfully submitted on this  
19th day of February, 2004, by:



F. Marshall Deterding  
ROSE, SUNDBSTROM & BENTLEY, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555

fimc\transfer.app



FIMC HIDEAWAY, INC.

Agreement

EXHIBIT A

## STOCK PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of December, 2003, by and between Florida Investors Mortgage Corporation, a Florida corporation with its principal place of business at P.O. Box 639, Gamesville, Alachua County, Florida, 32602 ("Seller") and Robert and Janet Mc Bride, 3300 N.W. 28<sup>th</sup> Place, Gamesville, Florida, 32605 ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is the owner and holder of 700 shares of stock of FIMC Hideaway, Inc (the "Corporation") representing 100% of the authorized, issued and outstanding shares of the stock of the Corporation;

WHEREAS, Purchaser desires to purchase Seller's stock such that Purchaser would own 100% of the stock of the Corporation;

WHEREAS, Seller desires to sell all Seller's shares of stock in Corporation to Purchaser upon terms and conditions all hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Purchase of Stock On the Closing Date as hereinafter defined Seller shall sell and deliver to Purchaser 700 shares of stock in Corporation. Certificates transferred to Purchaser at Closing shall in the aggregate representing 100% of the authorized, issued and outstanding stock of the Corporation.

2. Purchase Price of Stock The purchase price of the stock sold by Seller shall be \$37,000.00. In addition Seller shall be entitled to all customer revenues generated through December 31, 2003. Any such revenues received by Purchaser subsequent to Closing shall be remitted to Seller upon receipt by Purchaser.

3. Payment of Purchase Price Upon execution hereof Purchaser shall pay to Seller a non-refundable deposit of \$2,000.00. At closing, Purchaser shall pay \$37,000.00 cash of which the deposit will be a part. Seller shall pay all costs and expenses arising out of the operation of the business of the Corporation prior to the closing date.

4. The Closing Closing ("Closing") shall be held at the offices of Seller's attorney or such other place as mutually agreeable to the parties on or before December 31, 2003.

5. Events at Closing At or prior to Closing the following shall occur.

(a) Seller shall deliver to Purchaser all of Seller's stock certificates in Corporation totaling 700 shares duly endorsed or accompanied by appropriate stock transfer powers duly executed.

(b) Seller shall deliver to Purchaser all corporate record books, stock transfer records in Seller's possession.

(c) Seller shall deliver the resignation of the current officers and Directors of the Corporation

6. Representation of Seller. Seller represents, warrants and agrees as follows.

(a) That Seller is and will be on the closing date the lawful owner of the number of shares to be delivered hereunder and that the same represents 100% of the authorized, issued and outstanding shares of the Corporation.

(b) That Seller has the full right and authority to sell and deliver the same in accordance with this agreement.

(c) That the delivery of Seller's shares to Purchaser pursuant to the provisions of this agreement will transfer valid title thereto, free and clear of all liens, encumbrances and claims of every kind.

7. Representations of Corporation Corporation through Seller and its officers, and represents, warrants and agrees on behalf of the Corporation, as follows:

(a) Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and it has no subsidiaries.

(b) It has the corporate power and authority to carry on its business and to own or lease its properties as and in the places where such business is now conducted and such properties are now owned, leased or operated.

(c) From the execution of this Agreement to the Closing Date, the Corporation shall operate its business in the normal, usual and customary manner in the ordinary course of business as theretofore conducted.

(d) Other than above neither Seller nor the Corporation make any guarantys or other warranties or representations, express or implied as to title to the real property owned by the Corporation, the condition of any personal property or equipment owned by the Corporation and used in its operations, the acceptance by the Public Service Commission of the sale or any conditions of the status of the utility vis a vie the Public Service Commission the Florida Department of Environmental Protection or any other agency having jurisdiction over the Corporation and its operations as to any regulatory issues.

9. Expenses. Purchaser shall pay all expenses of this transaction except that Seller shall pay its attorney.

10. Accountants Payable Except for invoices existing as of the Closing, Purchaser

acknowledges and agrees that following the Closing, Purchaser shall be responsible for any and all liabilities of the Corporation whether or not said liabilities arose prior to the purchase of Seller's stock in the Corporation. This shall specifically include payment by Purchaser of the Public Service Commission taxes for 2003.

11. Due Dilligence by Purchaser Purchaser acknowledges receipt of operating information of the Corporation, has had four (4) months to review the same, has had access to records of the Corporation and has completed Purchaser's due diligence and is ready to close and needs no additional time to inspect or to make further investigation.

12. Attorney's Fees and Costs If any litigation arises under this agreement between Seller and Purchaser, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the trial court and on appeal by the prevailing party including a reasonable attorney's fee.

13. Miscellaneous

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) No Waiver. The waiver by any party of a breach of any covenant, agreement or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach of the same covenant, agreement or undertaking. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise, and the provisions of this Agreement for any remedy, shall not exclude any other remedy.

(c) Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of the remaining part of such provision, and the validity, legality and enforceability of the other provisions hereof shall not be affected thereby. Any provision of this Agreement which is held invalid, illegal or unenforceable in any jurisdiction shall not be deemed invalid, illegal or unenforceable in any other jurisdiction.

(d) Entire Agreement; Amendment. This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement among the parties hereto pertaining to the Transaction, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. Except as otherwise provided herein, no supplement to, or modification of, this Agreement shall be binding unless executed in writing by each of the parties hereto.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

(f) Assignability. Neither this Agreement, nor any of the rights and obligations arising hereunder, may be assigned by either party without the prior written consent of the other party or as otherwise provided in this Section 13.

IN WITNESS WHEREOF, Corporation, Seller and Purchaser have by their duly authorized officers, executed this Agreement and caused the same to be sealed as of the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

July 1, 2011

July 1, 2011

\_\_\_\_\_

Robert McBride

Robert McBride

Janet McBride

Janet McBride

"Purchaser"

Florida Mortgage Investors Corporation

By: Mary Louise Weber  
Mary Louise Weber  
As Its President

"Seller"

FIMC Hideaway, Inc.

By: \_\_\_\_\_  
Mary Louise Weber  
As Its President

"Corporation"

FIMC HIDEAWAY, INC.

Financial Statement

**EXHIBIT B**



**PERSONAL FINANCIAL STATEMENT**

U.S. SMALL BUSINESS ADMINISTRATION

As of 8/05/04

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock, or (4) any person or entity providing a guaranty on the loan.

Name ROBERT & JANET McBRIDE Business Phone 352-375-8877

Residence Address 3360 NW 28 PLACE Residence Phone 352-377-6517

City, State, & Zip Code C. ANNES WIFE, FL 32605 352-375-5841

Business Name of Applicant/Borrower FINE HIDEAWAY INC.

ASSETS		LIABILITIES	
	(Omit Cents)		(Omit Cents)
Cash on hand & in Banks	\$ 5000.	Accounts Payable	\$
Savings Accounts	\$	Notes Payable to Banks and Others	\$ 50,000.
IRA or Other Retirement Account	\$ 4300.	(Describe in Section 2)	
Accounts & Notes Receivable	\$ 7500.	Installment Account (Auto)	\$
Life Insurance-Cash Surrender Value Only	\$	Mo. Payments \$	
(Complete Section 8)		Installment Account (Other)	\$
Stocks and Bonds	\$ 41,650.	Mo. Payments \$	
(Describe in Section 3)		Loan on Life Insurance	\$
Real Estate	\$ 195,000.	Mortgages on Real Estate	\$ 58,000
(Describe in Section 4)		(Describe in Section 4)	
Automobile-Present Value	\$ 7500.	Unpaid Taxes	\$
(Describe in Section 4)		(Describe in Section 6)	
Other Personal Property	\$	Other Liabilities	\$ 12,000
(Describe in Section 5)		(Describe in Section 7)	
Other Assets	\$ 120,000.	Total Liabilities	\$ 130,000
(Describe in Section 5)		Net Worth	\$ 260,950.
<b>Total</b>	\$ 380,950.	<b>Total</b>	\$

**Section 1. Source of Income**

Salary	\$ 23000.
Net Investment Income	\$ 12000.
Real Estate Income	\$
Other Income (Describe below)*	\$ 22000.

**Contingent Liabilities**

As Endorser or Co-Maker	\$
Legal Claims & Judgments	\$
Provision for Federal Income Tax	\$
Other Special Debt	\$

Description of Other Income in Section 1.

SOCIAL SECURITY

\*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

**Section 2. Notes Payable to Banks and Others.** (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral
<u>SUNTRUST P.O. Box 1644 RICHMOND, VA</u>	<u>50000.</u>	<u>50000.</u>		<u>Monthly</u>	<u>Home</u>

**Section 3. Stocks and Bonds.** (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value
100	PUBLIX SUPERMARKET	→	46.50	1/30/04	4650.
700	FINE HIDEAWAY	37000.	7000.	12/31/03	37000.

**Section 4. Real Estate Owned.** (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property	HOME	FINE HIDEAWAY	
Address	3300 NW 28TH PLACE GAINESVILLE, FL 32605	CHIEFLAND FL.	
Date Purchased	1989	12/31/03	
Original Cost	75,000.	37000.	
Present Market Value	160,000.		
Name & Address of Mortgage Holder	SUNTRUST PO. BOX 1074 RICHMOND VA 23260		
Mortgage Account Number	0027929181		
Mortgage Balance	58,000.		
Amount of Payment per Month/Year	456.00		
Status of Mortgage	CURRENT		

**Section 5. Other Personal Property and Other Assets.** (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)

COASTAL SALES INC.  
1911 NW 67 PLACE  
GAINESVILLE, FL. 32605

**Section 6. Unpaid Taxes.** (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

**Section 7. Other Liabilities.** (Describe in detail.)

CREDIT CARDS

**Section 8. Life Insurance Held.** (Give face amount and cash surrender value of policies - name of insurance company and beneficiaries)

NEW YORK LIFE - 10,000. JANET MC BRIDE  
NEW YORK LIFE - 10,000. ROBERT MC BRIDE

I authorize SBA/Lender to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).

Signature: David Harrison Date: 2/5/04 Social Security Num \_\_\_\_\_

Signature: Janet McBride Date: 2/5/04 Social Security Num \_\_\_\_\_

**PLEASE NOTE:** The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information, please contact Chief, Administrative Branch, U.S. Small Business Administration, Washington, D.C. 20416, and Clearance Officer, Paper Reduction Project (3245-0188), Office of Management and Budget, Washington, D.C. 20503. PLEASE DO NOT SEND FORMS TO OMB.



FIMC HIDEAWAY, INC.

Affidavit of Funding

EXHIBIT C

**AFFIDAVIT**

We, Robert McBride and Janet McBride are officers and sole shareholders of FIMC Hideaway, Inc. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that we will individually and jointly provide or assist in securing necessary funding to meet all reasonable capital needs of the Utility, FIMC Hideaway, Inc., which may arise as the result of its operation of certificated water and wastewater Utilities in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

Robert McBride  
Robert McBride

Janet C. McBride  
Janet McBride

STATE OF FLORIDA )  
COUNTY OF Alachua )

The foregoing instrument was acknowledged before me this 18 day of February, 2004, by Robert McBride, who is personally known to me or who has produced FL.DR.LIC. M216773463290 as identification. ~~M216438405810~~

Vicki Chapman  
Print Name Vicki Chapman  
Notary Public  
State of Florida at Large  
My Commission Expires:



STATE OF FLORIDA )  
COUNTY OF Alachua )

The foregoing instrument was acknowledged before me this 18 day of February, 2004, by Janet McBride, who is personally known to me or who has produced FL. Dr. Lic. M216438405810 as identification.

Vicki Chapman  
Print Name Vicki Chapman  
Notary Public  
State of Florida at Large  
My Commission Expires:



FIMC HIDEAWAY, INC.

Proof of Ownership of Land

EXHIBIT D

0424 PAGE 329

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

FLORIDA INVESTORS MORTGAGE CORPORATION,

Plaintiff,

vs.

HIDEAWAY SERVICE, INC., VELMA OBOLER, LELA V. ALSTON, ROBERT B. BISHOP, RUSSELL N. OBRIGHT, WILLIAM B. MCKECHNIE, JR., MARGARET MCKECHNIE, DONALD MCKECHNIE, WILLIAM B. MCKECHNIE, III, AND ANITA M. OBRIGHT, AND THE UNKNOWN HEIRS, DEVISEES, GRANTEEES, CREDITORS, ASSIGNEES, LIENORS, TRUSTEES, AND ALL OTHER PARTIES, NATURAL OR CORPORATE, KNOWN OR UNKNOWN, CLAIMING BY THROUGH, UNDER, OR AGAINST ANY OF THE NAMED OR DESCRIBED DEFENDANTS OR PARTIES, AND ALL CLAIMANTS, PERSONS OR PARTIES, NATURAL OR CORPORATE WHOSE LEGAL STATUS IS UNKNOWN, CLAIMING TO HAVE ANY RIGHT, TITLE, OR INTEREST IN AND TO THE LANDS DESCRIBED IN THE COMPLAINT IN THIS ACTION,

Defendants.

CASE NO.: 90-20-CA

DOUGLAS M. MCKOY  
CLERK OF CIRCUIT COURT  
LEVY COUNTY, FLORIDA  
91 MAR 27 AM 10 02

226203

Doc. Stamps Pd. \$ 110.00 Date 3-27-91  
\$ Intangible Tax Paid  
Douglas M. McKoy, Clerk, Levy County  
By *Douglas M. McKoy* D.C.

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on the 18th day of December 1990, for the following property description and that no objections to the sale have been filed within the time allowed for filing objections.

PARCEL 1: (well site)

Tract A as shown on the plat of HIDEAWAY UNIT 2, as per plat thereof recorded in Plat Book 5, page 47, of the public records of Levy County, Florida.

BOOK 0424 PAGE 330

**FLORIDA INVESTORS MORTGAGE CORPORATION V.  
HIDEAWAY SERVICE, INC., ETC., ET AL.  
CASE NO. 90-20-CA  
PAGE 2**

**PARCEL 2:** (sewer Plant)

Begin at the Northwest corner of Lot 76 of HIDEAWAY UNIT 3, as per plat thereof recorded in Plat Book 6, page 12, of the public records of Levy County, Florida; thence South 00°14'13" East, along the West line of said Lot 76, a distance of 105.67 feet to the Northern right of way line of Mimosa Street; thence North 89°59'47" West along said Northerly right of way line 202.12 feet to the point of curvature of a curve concave Northeasterly and having a radius of 25.00 feet; thence Westerly and Northerly along the arc of said curve 39.14 feet through a central angle of 89°42'19" to the point of tangency and the Easterly right of way line of Manatee Avenue; thence North 00°17'28" West along said Easterly right of way line 79.35 feet; thence North 89°38'13" East 227.09 feet to the point of beginning.

**PARCEL 3:** (recreation building)

Commence at the SW corner of Lot 68, HIDEAWAY UNIT 2, according to plat thereof recorded in Plat Book 5, page 47, public records of Levy County, Florida, run thence South 89°38'13" West and parallel to the South line of Magnolia Street, a distance of 150 feet to a point in the East line of Manatee Avenue if it were extended Southerly; thence North 00°14'28" West along said right of way line, a distance of 105.00 feet to a point in the South line of Magnolia Street; thence South 89°38'13" East along the South line of Magnolia Street, a distance of 150 feet to the NW corner of said Lot 68, thence South 00°14'28" East, along the West line of said Lot 68, to the SW corner thereof and the point of beginning. Said parcel being a part and portion of the SE 1/4 of NE 1/4 of SE 1/4 of Section 25, Township 11 South, Range 13 East, Levy County, Florida.

was sold to FLORIDA INVESTORS MORTGAGE CORPORATION.

PO Box 639 Gainesville, FL 32602

WITNESS my hand and seal of this Court on this 27 day of

BOOK 0424 PAGE 330

BOOK 0424 PAGE 331

FLORIDA INVESTORS MORTGAGE CORPORATION V.  
HIDEAWAY SERVICE, INC., ETC., ET AL.  
CASE NO. 90-20-CA  
PAGE 3

March 1991.

\$ 20,000

DOUGLAS M. MCKOY, CLERK  
Clerk of Circuit Court

(Court Seal)

BY: Regena Watson  
As Deputy Clerk

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that a copy of the foregoing Certificate of Title has been mailed to the Defendant(s), James F. Gray, Esquire, P.O. Box 7100, Gainesville, FL 32602, Phil S. Witeka, Esquire, P.O. Box 2727, Gainesville, FL 32602, Bruce E. Hoffman, 20 S. Main Street, Gainesville, FL 32601, Lela V. Alston, 4340 Cherry Street, Darrrtown, OH 45056, Robert B. Bishop, P.O. Box 358, Chiefland, FL 32626, Velma Oboler, 2901 26th Street, W A202, Bradenton, FL 34205-3746, Russell N. Obright, 5-251 Heathcliff Drive, Lake Carroll, Lanark, IL 61046-9745, Anita Obright, 5-251 Heathcliff Drive, Lake Carroll, Lanark, IL 61046-9745 and Michael Tillman, Post Office Drawer C, Gainesville, Fl 32602, by U.S. Mail, postage prepaid, this 27 day of March 1991.

Douglas M. McKoy  
Clerk of Circuit Court

BY: Regena Watson  
As Deputy Clerk

f:\mc\mcktechnic\certtitle

BOOK 0424 PAGE 331

FIMC HIDEAWAY, INC.  
Revised Tariff Sheets

**EXHIBIT E**

WASTEWATER TARIFF

FIMC Hideaway, Inc.  
NAME OF COMPANY

:(Formally known as Hideaway Service, Inc.)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION



WASTEWATER TARIFF

FIMC Hideaway, Inc.

NAME OF COMPANY

P.O. Box 639

Gainesville, FL 32602

(ADDRESS OF COMPANY)

904-377-5665

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing .....	4.0 (Held for future use)
Index of	
Rates and Charges Schedules .....	16.0
Rules and Regulations .....	6.0
Service Availability Policy .....	29.0
Standard Forms .....	23.0
Technical Terms and Abbreviations .....	5.0
Territory Served .....	3.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 362-S

COUNTY - Levy County

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
13497	7/10/84	830552-WS	original certificate
25584	01/08/92	910672-WS	Certificate Transfer

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

(Continued to Sheet No. 3.1)

MANGING MEMBER  
TITLE

FIRST REVISED SHEET NO. 3.1  
CANCELS ORIGINAL SHEET NO. 3.1

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Section 25,  
Township 11 South, Range 13 East, Levy County, Florida:

Section 25

The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said  
Section 25.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hiaway, Inc.

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>
------------------------------	-----------------------------------	---	------------------

Held For Future Use.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - FIMC Hideaway, Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 "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 such wastewater service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No. 5.1)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY PTMC Hideaway, Inc.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	10.0	13.0
Adjustment of Bills .....	12.0	21.0
Applications by Agents .....	7.0	4.0
Billing Periods .....	10.0	15.0
Change of Customer's Installation .....	9.0	10.0
Change of Occupancy .....	11.0	19.0
Continuity of Service .....	9.0	8.0
Delinquent Bills .....	11.0	16.0
Evidence of Consumption .....	13.0	23.0
Extensions .....	8.0	6.0
Filing of Contracts .....	13.0	22.0
General Information .....	7.0	2.0
Held For Future Use .....	14.0 -15.0	N/A
Inspection of Customer's Installation .....	9.0	11.0
Limitation of Use .....	8.0	7.0
Payment of Water and Wastewater Service Bills Concurrently .....	11.0	17.0
Policy Dispute .....	7.0	1.0

(Continued to Sheet No. 6.1)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE



NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Protection of Company's Property .....	10.0	12.0
Right of Way or Easements .....	10.0	14.0
Signed Application Required .....	7.0	3.0
Tax Clause .....	11.0	18.0
Type and Maintenance .....	9.0	9.0
Unauthorized Connections - Wastewater .....	12.0	20.0
Withholding Service .....	8.0	5.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 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.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request.

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

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. When wastewater service is

(Continued to Sheet No. 8.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such wastewater service is rendered.

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

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

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

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

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, 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.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

(Continued to Sheet No. (9.0)

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

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

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 10.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 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 BILLING PERIODS - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued to Sheet No. 11.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.

18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 12.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

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

20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

(Continued to Sheet No. 13.0)

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

(Continued to Sheet No. 14.0)

MANGING MEMBER  
TITLE



FIRST REVISED SHEET NO. 14.0  
CANCELS ORIGINAL SHEET NO. 14.0

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

FIRST REVISED SHEET NO. 15.0  
CANCELS ORIGINAL SHEET NO. 15.0

NAME OF COMPANY FTMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	20.0
General Service, GS .....	17.0
Miscellaneous Service Charges .....	21.0
Multi-Residential Service, MS .....	19.0
Residential Service, RS .....	18.0
Service Availability Fees and Charges .....	22.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

Name of Company FIMC HIDEAWAY, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY

- Available throughout the area served by the Company

APPLICABILITY

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

LIMITATIONS

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

BILLING PERIOD

- MONTHLY

RATE

- Meter Size

5/8" X 3/4"	\$11.11
3/4"	16.67
1	27.78
1 1/2"	55.55
2"	88.90
3"	177.79
4"	277.79
6"	555.59

Gallonage Charge	
Per 1,000 gallons	2.52

MINIMUM BILL

BASE FACILITY CHARGE

TERMS OF PAYMENT

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days notice is mailed to customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

TYPE OF FILING -

MANGING MEMBER  
TITLE

Name of Company FIMC HIDEAWAY, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY

- Available throughout the area served by the Company

APPLICABILITY

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

LIMITATIONS

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

BILLING PERIOD

- MONTHLY

RATE

- Meter Size

5/8" X 3/4"	\$11.11
3/4"	16.67
1	27.78
1 1/2"	55.55
2"	88.90
3"	177.79
4"	277.79
6"	555.59

Gallonge Charge  
Per 1,000 gallons 2.52  
(6,000 gallon cap)

\*\* Wastewater-Only Customers: Flate Rat \$25.25

MINIMUM BILL

BASE FACILITY CHARGE

TERMS OF PAYMENT

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days notice is mailed to customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FTMC Hideaway, Inc.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - ;
- RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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"	N/A	
1"		
1 1/2"		
Over 2"		

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers 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 not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, 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 at the rate of 9% per annum upon retainment of such deposit.

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

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

EFFECTIVE DATE -

MANGING MEMBER  
TITLE

TYPE OF FILING -



NAME OF COMPANY FIMC-Hideaway, Inc.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

[1] Actual cost is equal to the total cost incurred for services.

EFFECTIVE DATE -

TYPE OF FILING -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC-Hideaway, Inc.

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET #/RULE #</u>
--------------------	---------------	--

Customer Connection (Tap-in) Charge

5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	Actual Cost	[1]

Guaranteed Revenue Charge

With Prepayment of Service Availability Charges:  
 Residential-per ERC/month (\_\_\_ GPD) \$  
 All others-per gallon/month .....\$  
 Without Prepayment of Service Availability Charges:  
 Residential-per ERC/month (\_\_\_ GPD) \$  
 All others-per gallon/month .....\$

Inspection Fee .....Actual Cost [1]

Main Extension Charge

Residential-per ERC (___ GPD) .....	\$	725	Sheet No. 30.0
All others-per gallon .....	\$		
or			
Residential-per lot (___ ft. frontage)	\$		
All others-per front foot .....	\$		

Plan Review Charge .....Actual Cost [1]

Plant Capacity Charge

Residential-per ERC (___ GPD) .....	\$
All others-per gallon .....	\$

System Capacity Charge

Residential-per ERC (___ GPD) .....	\$
All others-per gallon .....	\$

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

EFFECTIVE DATE -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

TYPE OF FILING -

MANGING MEMBER  
TITLE

FIRST REVISED SHEET NO. 23.0  
CANCELS ORIGINAL SHEET NO. 23.0

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE .....	25.0
COPY OF CUSTOMER'S BILL .....	27.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	24.0
HELD FOR FUTURE USE .....	26.0 and 28.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY ETMC Hideaway, Inc.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

N/A

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

FIRST REVISED SHEET NO. 26.0  
CANCELS ORIGINAL SHEET NO. 26.0

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

N/A

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC-Hideaway, Inc.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Mail to: FIMC Hideaway  
P.O. Box 1435  
Gainesville, Fl 32602

Address Label

July 1992

	<u>Water</u>	<u>Wastewater</u>	<u>Facility Maintenance</u>	<u>Total</u>
Home Owner In Residence	27.63	24.36	6.00	57.99
Home Owner Absent	13.82	12.18	6.00	32.00

Date of Return \_\_\_\_\_

Amount Paid \_\_\_\_\_

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

CANCELS SECOND REVISED SHEET NO. 28.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

N/A

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE



FIRST REVISED SHEET NO. 29.0  
CANCELS ORIGINAL SHEET NO. 29.0

NAME OF COMPANY Hideaway Service, Inc.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 22.0
Service Availability Policy.....	30.0
Table of Daily Flows.....	31.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC-Hideaway, Inc. SECOND REVISED SHEET NO. 30.0  
CANCELS FIRST REVISED SHEET NO. 30.0

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

This utility has been authorized to collect a main extension charge  
of \$ 725.00 per ERC for all new connections.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows [3]</u>
Apartments .....	200 gpd [1]
Bars and Cocktail Lounges .....	5 gpcd [2]
Boarding Schools (Students and Staff) .....	75 gpcd
Bowling Alleys (toilet wastes only, per lane) .....	100 gpd
Country Clubs, per member .....	20 gpcd
Day Schools (Students and Staff) .....	10 gpcd
Drive-in Theaters (per car space) .....	5 gpd
Factories, with showers .....	29 gpcd
Factories, no showers .....	10 gpd/100 sq. ft.
Hospitals, with laundry .....	240 gpd/bed
Hospitals, no laundry .....	192 gpd/bed
Hotels and Motels .....	192 gpd/room and unit
Laundromat .....	225 gpd/washing machine
Mobile Home Parks .....	240 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat) .....	3 gpd
Nursing Homes .....	150 gpd/100 sq. ft.
Office Buildings .....	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein) ....	75 gpcd
Restaurants (per seat) .....	50 gpcd
Single Family Residential .....	280 gpd
Townhouse Residence .....	200 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat) .....	3 gpd
Stores, without kitchen wastes .....	5 gpd/100 sq. ft.
Speculative Buildings .....	10 gpd/100 sq. ft.
Warehouses .....	30 gpd plus gpd/1000 sq. ft.

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

[3] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

ROBERT AND JANET MCBRIDE  
 ISSUING OFFICER

MANGING MEMBER  
 TITLE

WATER TARIFF

FIMC Hideaway, Inc.

NAME OF COMPANY

(Formally known as Hideaway Service, Inc.)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

FIMC Hideaway, Inc.

NAME OF COMPANY

P.O. Box 639

Gainesville, FL 32602

(ADDRESS OF COMPANY)

904-377-5665

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing .....	4.0 (Held for future use).
Index of	
Rates and Charges Schedules .....	15.0
Rules and Regulations .....	6.0
Service Availability Policy .....	30.0
Standard Forms .....	24.0
Technical Terms and Abbreviations .....	5.0
Territory Served .....	3.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 426-W

COUNTY - Levy County

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
13497	7/10/84	830552-WS	original certificate
25584	01/08/92	910672-WS	Certificate Transfer

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

(Continued to Sheet No. 3.1)

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Section 25,  
Township 11 South, Range 13 East, Levy County, Florida:

Section 25

The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said  
Section 25.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE



NAME OF COMPANY FIMC Hideaway, Inc.

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>
------------------------------	-----------------------------------	---	------------------

Held For Future Use

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - FIMC Hideaway, Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "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.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

(Continued to Sheet No. 5.1)

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	10.0	13.0
Adjustment of Bills .....	13.0	23.0
Adjustment of Bills for Meter Error .....	13.0	24.0
All Water Through Meter .....	12.0	22.0
Applications by Agents .....	7.0	4.0
Billing Periods .....	10.0	15.0
Change of Customer's Installation .....	9.0	10.0
Change of Occupancy .....	12.0	19.0
Continuity of Service .....	9.0	8.0
Delinquent Bills .....	11.0	16.0
Extensions .....	8.0	6.0
Filing of Contracts .....	13.0	26.0
General Information .....	7.0	2.0
Held For Future Use .....	14.0	N/A
Inspection of Customer's Installation .....	9.0	11.0
Limitation of Use .....	8.0	7.0
Meters .....	12.0	21.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

(Continued to Sheet No. 6.1)

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Meter Accuracy Requirements .....	13.0	25.0
Payment of Water and Wastewater Service Bills Concurrently .....	11.0	17.0
Policy Dispute .....	7.0	1.0
Protection of Company's Property .....	10.0	12.0
Right of Way or Easements .....	10.0	14.0
Signed Application Required .....	7.0	3.0
Tax Clause .....	11.0	18.0
Type and Maintenance .....	9.0	9.0
Unauthorized Connections - Water .....	12.0	20.0
Withholding Service .....	8.0	5.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

RULES AND REGULATIONS

1.0 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.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. 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.

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

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

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. When water service is

(Continued to Sheet No. 8.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.  
WATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

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

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

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

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service. Water service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main water 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 water service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension,

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

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

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service

(Continued to Sheet No. 10.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE



NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

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

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

(Continued to Sheet No. 11.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 10.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer, with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No. 12.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITI F

NAME OF COMPANY PIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 11.0)

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

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customer's, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.

21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.

22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 13.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 12.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or 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 credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

FIRST REVISED SHEET NO. 14.0  
CANCELS ORIGINAL SHEET NO. 14.0

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	20.0 - 20.1
Fire Protection Service .....	19.0
General Service, GS .....	16.0
Meter Test Deposit .....	21.0
Miscellaneous Service Charges .....	22.0
Multi-Residential Service, MS .....	18.0
Residential Service, RS .....	17.0
Service Availability Fees and Charges .....	23.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

Name of Company FIMC HIDEAWAY, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company

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

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

BILLING PERIOD - MONTHLY

RATE - Meter Size

5/8" X 3/4"	\$13.02
3/4"	19.52
1	32.53
1 1/2"	65.07
2"	104.11
3"	208.22
4"	325.35
6"	650.71

Gallonage Charge  
Per 1,000 gallons 2.89

MINIMUM BILL

BASE FACILITY CHARGE

TERMS OF PAYMENT

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days notice is mailed to customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

TYPE OF FILING -

MANGING MEMBER  
TITLE

Name of Company FIMC HIDEAWAY, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY

- Available throughout the area served by the Company

APPLICABILITY

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

LIMITATIONS

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

BILLING PERIOD

- MONTHLY

RATE

- Meter Size

5/8" X 3/4"	\$13.02
3/4"	19.52
1	32.53
1 1/2"	65.07
2"	104.11
3"	208.22
4"	325.35
6"	650.71

Gallage Charge  
Per 1,000 gallons 2.89

MINIMUM BILL

BASE FACILITY CHARGE

TERMS OF PAYMENT

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days notice is mailed to customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

TYPE OF FILING -

MANGING MEMBER  
TITLE



NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - :
- RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD -

RATE -                   ? Public Fire Protection -                   per hydrant

Not Applicable

Private Fire Protection -

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

EFFECTIVE DATE -

MANGING MEMBER  
TITLE

TYPE OF FILING -

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers 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 not, in the preceeding 12 months: N/A

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, 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 at the rate of 9% per annum upon the retainment of such deposit.

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

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

EFFECTIVE DATE -

MANGING MEMBER  
TITLE

TYPE OF FILING -

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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"	N/A	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with 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 - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

EFFECTIVE DATE -

MANGING MEMBER  
TITLE

TYPE OF FILING -

NAME OF COMPANY FIMC-Hideaway, Inc.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

FIMC- Hideaway, Inc.

NAME OF COMPANY

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE AVAIL. POLICY SHEET #/RULE #

<u>DESCRIPTION</u>	<u>AMOUNT</u>	
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	Actual Cost	[1]
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	Actual Cost	[1]
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD) \$		
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD) \$		
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	Actual Cost	[1]
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD) .....	\$ 600	Sheet No. 31.0
All others-per gallon .....	\$	
or		
Residential-per lot (___ ft. frontage)\$		
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" metered service .....	\$ 105	Sheet No. 31.0
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	Actual Cost	[1]
<u>Plan Review Charge</u> .....	Actual Cost	[1]
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD) .....	\$	
All others-per gallon .....	\$	

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

EFFECTIVE DATE -

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

TYPE OF FILING -

MANGING MEMBER  
TITLE

NAME OF COMPANY FTMC Hideaway, Inc.

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION .....	27.0
APPLICATION FOR WATER SERVICE .....	26.0
COPY OF CUSTOMER'S BILL .....	28.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	25.0
HELD FOR FUTURE USE .....	29.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE



NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

APPLICATION FOR WATER SERVICE

N/A

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

FIRST REVISED SHEET NO. 27.0  
CANCELS ORIGINAL SHEET NO. 27.0

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC-Hideaway, Inc.

WATER TARIFF

COPY OF CUSTOMER'S BILL

---

Mail to: FIMC Hideaway P.O. Box 1435 Gainesville, Fl 32602	Address Label			July 1992
	<u>Water</u>	<u>Wastewater</u>	<u>Facility Maintenance</u>	<u>Total</u>
Home Owner In Residence	27.63	24.36	6.00	57.99
Home Owner Absent	13.82	12.18	6.00	32.00
Date of Return _____	Amount Paid _____			

---

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER  
MANGING MEMBER  
TITLE

FIRST REVISED SHEET NO. 29.0  
CANCELS ORIGINAL SHEET NO. 29.0

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

HELD FOR FUTURE USE

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC Hideaway, Inc.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Fees and Charges.....	Go to Sheet No. 23.0
Service Availability Policy.....	31.0
Table of Daily Flows.....	32.0

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY FIMC-Hideaway, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

This utility has been authorized to collect a main extension charge of \$600.00 per ERC and a meter installation charge of \$105.00 for all new connections.

ROBERT AND JANET MCBRIDE  
ISSUING OFFICER

MANGING MEMBER  
TITLE

NAME OF COMPANY ETMC Hideaway, Inc.

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments .....	250 gpd [1]
Bars and Cocktail Lounges .....	5 gpcd [2]
Boarding Schools (Students and Staff) .....	75 gpcd
Bowling Alleys (toilet wastes only, per lane) .....	100 gpd
Country Clubs, per member .....	25 gpcd
Day Schools (Students and Staff) .....	10 gpcd
Drive-in Theaters (per car space) .....	5 gpd
Factories, with showers .....	30 gpcd
Factories, no showers .....	10 gpd/100 sq. ft.
Hospitals, with laundry .....	250 gpd/bed
Hospitals, no laundry .....	200 gpd/bed
Hotels and Motels .....	200 gpd/room and unit
Laundromat .....	225 gpd/washing machine
Mobile Home Parks .....	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat) .....	3 gpd
Nursing Homes .....	150 gpd/100 sq. ft.
Office Buildings .....	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein) ....	75 gpcd
Restaurants (per seat) .....	50 gpcd
Single Family Residential .....	350 gpd
Townhouse Residence .....	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat) .....	3 gpd
Stores, without kitchen wastes .....	5 gpd/100 sq. ft.
Speculative Buildings .....	10 gpd/100 sq. ft.
Warehouses .....	30 gpd plus 10 gpd/ 1000 sq. ft.

[1] gpd - gallons per day  
 [2] gpcd - gallons per capita per day

ROBERT AND JANET MCBRIDE  
 ISSUING OFFICER

MANGING MEMBER  
 TITLE



FIMC HIDEAWAY, INC.

Current Certificate

EXHIBIT F



FLORIDA

*Public Service Commission*

CERTIFICATE NUMBER

426-W

Upon consideration of the record it is hereby ORDERED  
that authority be and is hereby granted to  
FIMC Hideaway, Inc.

Whose principal address is

P. O. Box 1435

Gainesville, Florida 32602 (Levy)

to provide Water service in accordance with  
the provisions of Chapter 367, Florida Statutes, the Rules,  
Regulations and Orders of this Commission in the territory de-  
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-  
pended, cancelled or revoked by Orders of this Commis-  
sion.

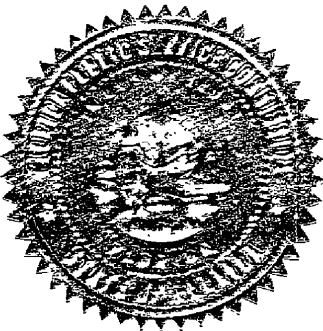
ORDER 13497 DATED 07/10/84 DOCKET 830552-WS

ORDER 25584 DATED 01/08/92 DOCKET 910672-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



*Steve Finkle*  
Director  
Division of Records & Reporting



FLORIDA  
*Public Service Commission*

CERTIFICATE NUMBER

362-S

Upon consideration of the record it is hereby ORDERED  
that authority be and is hereby granted to  
FIMC Hideaway, Inc.

Whose principal address is

P. O. Box 1435

Gainesville, Florida 32602 (Levy)

to provide Wastewater service in accordance with  
the provisions of Chapter 367, Florida Statutes, the Rules,  
Regulations and Orders of this Commission in the territory de-  
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-  
pended, cancelled or revoked by Orders of this Commis-  
sion.

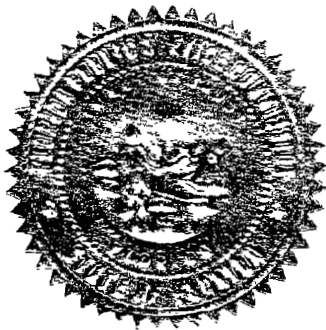
ORDER 13497 DATED 07/10/84 DOCKET 830552-WS

ORDER 25584 DATED 01/08/92 DOCKET 910672-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



*Steve Fiddale*  
Director  
Division of Records & Reporting

FIMC HIDEAWAY, INC.

Affidavit of Noticing, PSC List and Notice

**EXHIBIT G**

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

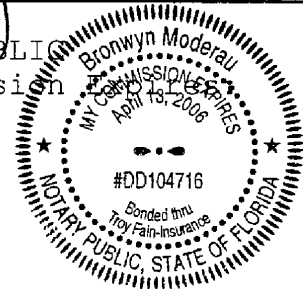
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TONYA M. SIMPSON who, after being duly sworn on oath, did depose on oath and say that she is the secretary of F. Marshall Deterding, attorney for FIMC Hideaway, Inc. and that on February 19, 2004 she did send by regular mail, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Tonya M. Simpson  
Tonya M. Simpson

Sworn to and subscribed before me this 19<sup>th</sup> day of February, 2004, by Tonya M. Simpson who is personally known to me.

Bronwyn Moderau  
Print Name /  
NOTARY PUBLIC  
My Commission



**NOTICE OF APPLICATION FOR TRANSFER  
OF MAJORITY ORGANIZATIONAL CONTROL**

Notice is hereby given on February 19, 2004, pursuant to Section 367.071 and Rule 25-30.037(3), F.A.C., Florida Statutes, of the application for a transfer of majority organizational control of FIMC Hideaway, Inc. to Robert and Janet McBride, providing service to the following described territory in Levy County, Florida.

The following described lands located in portions of Section 25, Township 11 South, Range 13 East, Levy County, Florida:

**Section 25**

The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 25.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, 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 attorney for the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

F. Marshall Deterding, Esquire  
Rose, Sundstrom & Bentley  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301

STATE OF FLORIDA

COMMISSIONERS:  
BRAULIO L. BAEZ, CHAIRMAN  
J. TERRY DEASON  
LILA A. JABER  
RUDOLPH "RUDY" BRADLEY  
CHARLES M. DAVIDSON



TIMOTHY DEVLIN, DIRECTOR  
DIVISION OF ECONOMIC REGULATION  
(850) 413-6900

## Public Service Commission

February 16, 2004

Mr. F. Marshall Deterding  
Rose, Sundstrom & Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301

Re: Noticing list for Levy and Dixie Counties for a Transfer of Majority Organizational Control of FIMC Hideaway, Inc. in Levy County.

Dear Mr. Deterding:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies in the above mentioned counties. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. Noticing must be done in the proper format, consistent with the rule. If your notice is not in the proper format, you will be required to renote and your application will be delayed. Instructions for preparation of a territory description are available upon request.

Please note that if your county list includes two Department of Environmental Protection offices or two Water Management District offices, you must identify which is the proper district office for your notice. You will note that the county list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Richard Redemann".

Richard Redemann, P.E.

C:\wp9\county18FIMC.wpd  
Enclosures

**LIST OF WATER AND WASTEWATER UTILITIES IN DIXIE COUNTY  
(VALID FOR 60 DAYS)  
02/16/2004 - 04/15/2004**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, DIXIE COUNTY  
P. O. BOX 1206  
CROSS CITY, FL 32628-1206

DEP NORTHEAST DISTRICT  
7825 BAYMEADOWS WAY, SUITE 200B  
JACKSONVILLE, FL 32256-7577

MAYOR, TOWN OF CROSS CITY  
P. O. BOX 417  
CROSS CITY, FL 32628-0417

MAYOR, TOWN OF HORSESHOE BEACH  
P. O. BOX 86  
HORSESHOE BEACH, FL 32648-0086

NORTH CENTRAL FLORIDA PLANNING COUNCIL  
2009 N.W. 67 PLACE, SUITE A  
GAINESVILLE, FL 32653-1603

SUWANNEE RIVER WTR MANAGEMENT DISTRICT  
9225 COUNTRY ROAD 49  
LIVE OAK, FL 32060



**LIST OF WATER AND WASTEWATER UTILITIES IN DIXIE COUNTY  
(VALID FOR 60 DAYS)  
02/16/2004 - 04/15/2004**

UTILITY NAME

STATE OFFICIALS

MANAGER

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

**LIST OF WATER AND WASTEWATER UTILITIES IN LEVY COUNTY  
(VALID FOR 60 DAYS)  
02/16/2004 - 04/15/2004**

UTILITY NAME

LEVY COUNTY

MANAGER

FIMC HIDEAWAY, INC. (WS652)  
P. O. BOX 357246  
GAINESVILLE, FL 32635-7246

ROBERT MCBRIDE  
(352) 375-5841

PAR UTILITIES, INC. (WU837)  
P. O. BOX 72  
CHIEFLAND, FL 32644-0072

LONNIE PARNELL  
(352) 486-2828

SPRINGSIDE AT MANATEE, LTD. (WS632)  
P. O. BOX 72  
CHIEFLAND, FL 32644-0072

LONNIE PARNELL  
(352) 486-2828

**LIST OF WATER AND WASTEWATER UTILITIES IN LEVY COUNTY  
(VALID FOR 60 DAYS)  
02/16/2004 - 04/15/2004**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, LEVY COUNTY  
P. O. BOX 630  
BRONSON, FL 32621-0630

DEP NORTHEAST DISTRICT  
7825 BAYMEADOWS WAY, SUITE 200B  
JACKSONVILLE, FL 32256-7577

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

MAYOR, CITY OF CEDAR KEY  
P. O. BOX 339  
CEDAR KEY, FL 32625-0339

MAYOR, CITY OF CHIEFLAND  
214 EAST PARK AVENUE  
CHIEFLAND, FL 32626

MAYOR, CITY OF FANNING SPRINGS  
17651 N.W. 90TH COURT  
TRENTON, FL 32693-9212

MAYOR, CITY OF WILLISTON  
P. O. DRAWER 160  
WILLISTON, FL 32696-0160

MAYOR, TOWN OF BRONSON  
P. O. BOX 266  
BRONSON, FL 32621-0266

MAYOR, TOWN OF INGLIS  
P. O. DRAWER 429  
INGLIS, FL 34499-0429

MAYOR, TOWN OF OTTER CREEK  
P. O. BOX 65  
OTTER CREEK, FL 32683-0065

MAYOR, TOWN OF YANKEETOWN  
P. O. BOX 280  
YANKEETOWN, FL 34498-0280

**LIST OF WATER AND WASTEWATER UTILITIES IN LEVY COUNTY  
(VALID FOR 60 DAYS)  
02/16/2004 - 04/15/2004**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

SUWANNEE RIVER WTR.MANAGEMENT DISTRICT  
9225 COUNTY ROAD 49  
LIVE OAK, FL 32060

WITHLACOOCHEE PLANNING COUNCIL  
1241 S.W. 10TH STREET  
OCALA, FL 34474-2798

**LIST OF WATER AND WASTEWATER UTILITIES IN LEVY COUNTY  
(VALID FOR 60 DAYS)  
02/16/2004 - 04/15/2004**

UTILITY NAME

STATE OFFICIALS

MANAGER

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

FIMC HIDEAWAY, INC.

Affidavit of Noticing to Customers (Late-Filed)

EXHIBIT H (Late-Filed)

FIMC HIDEAWAY, INC.  
Proof of Publication

**EXHIBIT I (Late-Filed)**