

ORIGINAL

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January 26, 2005

Via Hand Delivery

COMMISSION  
CLERK

ON JAN 26 11:21:37

RECEIVED - PSC

Blanca S. Bayo, Director  
Division of Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Building, Room 110  
Tallahassee, FL 32399-0850

Re: Joint Application for Transfer of Mink Associates II, LLC d/b/a Timberwood Utilities, Holder of Certificate Nos. 524-W and 459-S to Silver Fox Utility Company LLC d/b/a Timberwood Utilities in Pasco County

Dear Ms. Bayo:

Enclosed for filing in this docket are the original and twelve copies of the Joint Application for Transfer of Mink Associates II, LLC d/b/a Timberwood Utilities, Holder of Certificate Nos. 524-W and 459-S to Silver Fox Utility Company LLC d/b/a Timberwood Utilities in Pasco County. Please note that the application contains an original and two (2) copies of the wastewater tariff sheets reflecting the change in ownership. Also enclosed is Silver Fox Utility Company LLC's check No. 1172 in the amount of \$1,500.00 as application fee, made payable to the Florida Public Service Commission.

Please contact me if you have any questions.

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

Initials of person who forwarded check:

*SGC*

Sincerely,

*Kathryn G. Cowdery*  
Kathryn G.W. Cowdery  
Attorney

Enclosures

cc: Doug Hilkert, Esq. (w/encs., but w/o Attachments)

*Tariff forwarded to ECR*

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

TAL:50665:1

DOCUMENT NUMBER-DATE

00938 JAN 26 05

RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application for Transfer of )  
Mink Associates II, LLC d/b/a ) Docket No. \_\_\_\_\_  
Timberwood Utilities, Holder of )  
Certificate Nos. 524-W and 459-S, )  
to Silver Fox Utility Company LLC d/b/a )  
Timberwood Utilities, in Pasco County )

JOINT APPLICATION FOR TRANSFER OF  
MINK ASSOCIATES II, LLC D/B/A TIMBERWOOD UTILITIES,  
HOLDER OF CERTIFICATE NOS. 524-W AND 459-S TO  
SILVER FOX UTILITY COMPANY LLC D/B/A TIMBERWOOD UTILITIES  
IN PASCO COUNTY

Mink Associates II, LLC d/b/a Timberwood Utilities, holder of Certificate Nos. 524-W and 459-S (“Seller”), and Silver Fox Utility Company LLC d/b/a Timberwood Utilities (“Buyer”) (together referred to as “Applicants”), by and through their undersigned attorneys, hereby file this Joint Application for Transfer, and in support thereof state:

1. The name and address of the Seller:

Mink Associates II, LLC d/b/a Timberwood Utilities  
36323 Arbor Oaks Drive  
Zephyrhills, Florida 33541

2. The name and address of the Buyer is:

Silver Fox Utility Company, LLC d/b/a Timberwood Utilities  
4436 Brynwood Drive  
Naples, FL 34119

3. The name and address of the authorized representative of Seller and the person

to receive a copy of all papers, pleadings, and filings in this case is:

Kathryn G. W. Cowdery, Esq.  
Ruden McClosky  
215 South Monroe Street, Suite 815  
Tallahassee, Florida 32301  
Telephone: (850) 412-2000  
Facsimile: (850) 412-2020

The name and address of the authorized representative of Buyer and the person to receive a copy of all papers, pleadings, and filings in this case is:

Douglas L. Hilkert  
Douglas L. Hilkert P.A.  
2557 Nursery Road Suite A  
Clearwater, FL 33764  
Telephone: (727) 507-9559  
Facsimile: (727) 507-9779

4. The Buyer is a limited liability company registered with the Florida Office of the Secretary of State on August 27, 2003. The names and addresses of the entities which own an interest in the utility are:

a. David W. Bollinger, Manager/Member, and Barbara A. Bollinger, 4436 Brynwood Drive, Naples FL 34119.

5. Copies of the contracts for sale and all auxiliary or supplemental agreements are attached hereto as Attachment "A," which documents include:

a. Bill of Sale last dated as of January 28, 2004, between Seller and Buyer, conveying all equipment and facilities of the certificated water and wastewater treatment systems.

b. Special Warranty Deed dated as of January 28, 2004 between Mink Associates I, LLC and Silver Fox Real Estate Holdings, Ltd., conveying the real estate upon which the utility facilities are located.

c. Evidence that the utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the lands, such as a 99-year lease, will be provided by separate filing.

d. Agreement as to Transfer of Florida Public Service Commission Certificated Utility dated as of January 28, 2004 between Buyer and Seller, specifying that transfer is made contingent upon FPSC approval.

e. First Amendment of Agreement for Purchase and Sale between Mink Associates I, LLC, Seller, and Barbara A. Bollinger and David W. Bollinger as Trustees of David W. Bollinger Revocable Trust dated September 6, 1995 and Barbara A. Bollinger Revocable Trust dated September 6, 1995, related to allocation of purchase price of the utility, last dated as of December 30, 2003.

f. Assignment of Name, Permits, Licenses and Approvals from Seller to Buyer, last dated as of February 9, 2004.

6. At the time of closing, there were no: customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, or leases pertaining to the utility operations.

7. The purchase and sale of the utility was part of a larger transaction wherein Buyer purchased from Seller a certain premises commonly known as Arbor Oaks Mobile Home Park, which includes both a mobile home park and the PSC regulated utility system. Utility service is provided by the Utility to the 166 lots located in Arbor Oaks Mobile Home Park. The Utility has no other customers. Water is purchased from Pasco County.

8. The transfer is in the public interest because the Utility customers will continue to receive the same quality service to which they are accustomed. Regarding technical ability, the Buyer is retaining Gator Water and Wastewater Management, Inc., the local management team that has operated the wastewater system since April 2001. The utility is staffed with licensed

and trained personnel. Buyer is committed to continuing to provide safe and reliable water and wastewater service to its customers.

9. Buyer has the financial ability to provide service. See Attachment "B" hereto, the financial statement of Utility. Additionally, Utility members will provide funding to the Utility if or as needed. The Utility and its members will provide the financial stability required to maintain the utility system in accordance with Commission standards and environmental regulations. The Utility will continue to fulfill all of its commitments, obligations and representations with regard to utility matters.

10. The First Amendment of Agreement to Purchase and Sale provides that the portion of the Purchase Price payable at the Closing allocable or attributable to the utility property is deemed by the parties to be the net books value of the utility assets as will be established by the PSC during the Sec. 367.071, Fla. Stat., transfer proceedings, subject to reservation of the right to disagree with any factual or legal position taken by the PSC in said proceeding, as allowed by law. Rate base was last established by the commission in Docket 001513-WS at \$7,770 for water and \$65,379 for wastewater as of March 23, 2000. PSC Order No. PSC-01-1167-PAA-WS, issued May 22, 2001.

11. An acquisition adjustment is not being requested.

12. The books and records of the Utility shall continue to be maintained in Florida, in compliance with Fla. Admin. Code R. 25-30.115(1).

13. The Buyer has obtained copies of all of the federal income tax returns of Seller from the date rate base was last established by the Commission.

14. After reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

15. There are no outstanding fines or refunds owed for 2003.

16. The original and two copies of sample tariff sheets reflecting the change in ownership are attached hereto as Attachment "C."

17. Applicants were unable to locate the current certificates of authorization. The utility/park office was searched and Applicants have no knowledge of the certificates' location.

18. An application fee in the amount of \$1500.00 made payable to the Florida Public Service Commission as provided by §367.145, Fla. Stat., and Fla. Admin. Code R. 25-30.020(2)(c), is attached hereto.

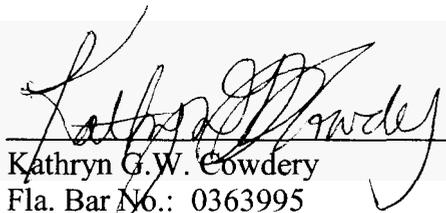
19. An affidavit of noticing shall be filed no later than 15 days after the date of filing this application, as required by Fla. Admin. Code. R. 25-30.030(8).

WHEREFORE, Applicants request that this Commission approve the application for transfer of Mink Associates II LLC d/b/a Timberwood Utilities, holder of Certificate Nos. 524-W and 459-S in Pasco County, to Silver Fox Utility Company, LLC d/b/a Timberwood Utilities, as set forth in this application.

DATED this 26th day of January, 2005.



Douglas L. Hilbert  
Fla. Bar No.: 0981850  
Douglas L. Hilbert P.A.  
2557 Nursery Road Suite A  
Clearwater, FL 33764  
Telephone: (727) 507-9559  
Facsimile: (727) 507-9779  
Attorney for Silver Fox Utility Company, LLC  
d/b/a Timberwood Utilities



Kathryn G.W. Cowdery  
Fla. Bar No.: 0363995  
Ruden McClosky  
215 S. Monroe St., Suite 815  
Tallahassee, Florida 32303  
Telephone: (850) 412-2000  
Facsimile: (850) 412-2020  
Attorneys for Mink Associates II, LLC  
d/b/a Timberwood Utilities

WATER TARIFF

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES  
NAME OF COMPANY

36323 Arbor Oaks Drive

Zephyrhills, Florida 33541  
(ADDRESS OF COMPANY LOCATION)

(813) 788-1356  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

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David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 524-W

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22302	12/12/89	891010-WU	Original Certificate
24638	06/07/91	910097-WS	Transfer
25211	10/14/91	910968-WS	Name Change
PSC-98-1388-FOF-WS	10/15/98	971456-WS	Transfer
PSC-01-1167-PAA-WS	05/22/01	001513-WS	Transfer
PSC-01-1167A-PAA-WS	06/19/01	001513-WS	Amended order
PSC-02-1413-FOF-WS	10/15/02	020552-WS	Name Change

David Bollinger  
Managing Member

(Continued to Sheet No. 3.1)

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

WATER AND WASTEWATER SERVICE AREA

Arbor Oaks Mobile Home Park

The following described lands located in a portion of Section 9, Township 26 South, Range 21 East, Pasco County, Florida:

In Section 9 -

The SW 1/4 of the NE 1/4 of the NW 1/4 and the S 1/2 of the SE 1/4 of the NE 1/4 of the NW 1/4 and the N 1/2 of the N 1/2 of the SE 1/4 of the NW 1/4.

David Bollinger  
Managing Member

MINK ASSOCIATES II, LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Pasco	Arbor Oaks MHP	GS, RS	12.0, 13.0

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No, 5.0)

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



David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

## WATER TARIFF

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David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 6.0)

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David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company all rights, easements permits and privileges which are necessary for the rendering of water service.
- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly -as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 9.0)

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

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

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David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>BILLING PERIOD</u> -	Monthly	
<u>RATE</u> -	<u>Meter Sizes:</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 3.13
	1"	4.68
	1 1/2 "	7.81
	2"	15.61
	3"	24.98
	4"	49.94
	6"	78.04
	8"	156.07

Gallage Charge per 1,000 gallons \$2.34

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)  
TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.  
BASE FACILITY CHARGE - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>RATE</u> -	<u>Meter Sizes:</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 3.13
	1"	4.68
	1 1/2"	7.81
	2"	15.61
	3"	24.98
	4"	49.94
	6"	78.04
	8"	156.07

Gallage Charge per 1,000 gallons \$2.34

- MINIMUM CHARGE - Applicable Base Facility Charge (BFC)
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- BASE FACILITY CHARGE - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

CUSTOMER DEPOSITS

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

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

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

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$	
<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 .....	\$	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERG/month (__ GPD) .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERG/month (__ GPD) .....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u>		
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD) .....	\$	
All others-per gallon .....	\$	
or		
Residential-per tot (__ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$100.00	24.0
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$	
<u>Plan Review Charge</u> .....		
<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 .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -  
TYPE OF FILING - Name Change

David Bollinger  
 Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

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APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	19.0

David Bollinger  
Managing Member

ORIGINAL SHEET NO. 19.0

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NO DEPOSIT CHARGED

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

APPLICATION FOR WATER SERVICE

TIMBERWOOD UTILITIES

36323 Arbor Oaks Drive

Zephyrhills, FL 33541

813-788-1356

APPLICATION FOR WATER AND/OR WASTEWATER SERVICE

OWNER \_\_\_\_\_

TENANT \_\_\_\_\_

NAME: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

\_\_\_\_\_ LOT/BLOCK#: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE SERVICE SHOULD BEGIN: \_\_\_\_\_

SERVICE REQUESTED: WATER \_\_\_\_\_ WASTEWATER \_\_\_\_\_ BOTH \_\_\_\_\_

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service: the Company reserves the right to discontinue or withhold service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25.30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" provided by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills, If payment is not made after five working days of written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.

SIGNED: \_\_\_\_\_

Customer's Signature

DATE: \_\_\_\_\_

SILVER FOX UTILITY COMPANY LLC d b a TIMBERWOOD UTILITIES

APPLICATION FOR METER INSTALLATION

N/A

avid Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

COPY OF CUSTOMER'S BILL

Statement of Water & Wastewater Utility Service

*Timberwood Utilities*

36323 Arbor Oaks Dr. Bus. Phone (813) 788-1356  
Zephyrhills, FL 33541 Emergency (813) 788-1356

Cycle	Cycle days	Reading Date	Lot Number
-------	------------	--------------	------------

Customer: Karen Bird-Lot 1  
Mailing Address: 36445 Arbor Oaks Drive  
Zephyrhills, FL 33541-

Service Address: 36445 Arbor Oaks Drive  
Zephyrhills, FL 33541

	Readings	Consumption Gallons	Rate	Charges	BFC	SUBTOTALS	BILLING CHARGE
Current	<input type="text"/>	<input type="text"/>	Water \$2.34 Per 1000 gal	<input type="text"/> + \$3.13		<input type="text"/>	
Previous	<input type="text"/>		Wastewater \$5.16 Per 1000 gal	<input type="text"/> - \$10.47		<input type="text"/>	<input type="text"/>

**Your Account Activity & Itemized Surcharge**

Previous Cycle Charge	Previous Credit Balance	Previous Total Billing	Payments Received	Subtotal Previous Cycle
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

NOTE: Bills are due and payable when received and become delinquent if not paid by due date. After 5 working days of written notice mailed to customer, service may then be discontinued.

Miscellaneous Service Fees Adjustments

<input type="text"/>	<input type="text"/>
Current Bal Forward	<input type="text"/>

OFFICE USE: Payment Received Date	Address Change	Service Status
<input type="text"/>	<input type="text"/>	<input type="text"/>

Credit Balance  
(Do Not Pay)

This Bill is Delinquent After 5:00pm	<b>Your Total Water &amp; Wastewater Utility Bill</b> Make Check Payable to Timberwood Utilities	<input type="text"/>
--------------------------------------	---	----------------------

**Original**

Change of Mailing Address? Please inform us of your correct mailing address for next cycle's billing if different.

David Bollinger  
Managing Member

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Change: \_\_\_\_\_

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
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Service Availability Policy.....	24.0

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBER WOOD UTILITIES

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to the Arbor Oaks Mobile Home Park. The utility charges an initial meter installation fee of \$100.00 per lot. This is a one time charge applicable to the initial lessee.

David Bollinger  
Managing Member

WASTEWATER TARIFF

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTE WATER TARIFF

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES  
NAME OF COMPANY

36323 Arbor Oaks Drive

Zephyrhills, Florida 33541  
(ADDRESS OF COMPANY LOCATION)

(813) 788-1356  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTE WATER TARIFF

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Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0-6.1
Service Availability Policy.....	21.0
Standard Forms .....	17.0
Technical Terms and Abbreviations.....	5.0-5.1
Territory Authority .....	3.0

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 459-S

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22302	12/12/89	891010-WU	Original Certificate
24638	06/07/91	910097-WS	Transfer
25211	10/14/91	910968-WS	Name Change
PSC-98-1388-FOF-WS	10/15/98	971456-WS	Transfer
PSC-01-1167-PAA-WS	05/22/01	001513-WS	Transfer
PSC-01-1167A-PAA-WS	06/19/01	001513-WS	Amended order
PSC-02-1413-FOF-WS	10/15/02	020552-WS	Name Change

(Continued to Sheet No. 3.1)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

WATER AND WASTEWATER SERVICE AREA

Arbor Oaks Mobile Home Park

The following described lands located in a portion of Section 9, Township 26 South, Range 21 East, Pasco County, Florida:

In Section 9

The SW 1/4 of the NE 1/4 of the NW 1/4 and the S 1/2 of the SE 1/4 of the NE 1/4 of the NW 1/4 and the N 1/2 of the N 1/2 of the SE 1/4 of the NW 1/4.

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

County <u>Name</u>	Development <u>Name</u>	Rate Schedule(s) <u>Available</u>	<u>Sheet No.</u>
Pasco	Arbor Oaks MHP	GS, RS	12.0, 13.0

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No, 5.0)

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

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills .....	10.0	20.0
Application.....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer’s Installation .....	8.0	10.0
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Delinquent Bills.....	10.0	17.0
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(Continued to Sheet No. 6.1)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
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SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

(Continued on Sheet No. 10.0)

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULE

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

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Sizes:</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 10.47
	1"	15.71
	1 1/2 "	26.18
	2"	52.36
	3"	83.78
	4"	167.58
	6"	261.83
	8"	523.65

Gallage Charge per 1,000 gallons \$6.18

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

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

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBER WOOD UTILITIES

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Sizes:</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 10.47
	1"	15.71
	1 1/2 "	26.18
	2"	52.36
	3"	83.78
	4"	167.58
	6"	261.83
	8"	523.65

Gallonge Charge per 1,000 gallons \$5.16  
(Maximum charge of 6,000 gallons)

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

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

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

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

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE-

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Policy Description No.</u>	<u>Amount</u>	<u>Sheet No./Rule</u>
		Refer to Service Availability
<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.....	\$ <sup>1</sup>	
Over 2" metered service.....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERG/month ( __ GPD).....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERG/month ( __ GPD).....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon.....	\$	
or		
Residential-per tot ( __ foot frontage).....	\$	
All others-per front foot .....	\$	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$500.00	22.0
All others-per gallon.....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon.....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING - Name Change

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE.....	19.0
COPY OF CUSTOMER'S BILL .....	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	18.0

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

NO DEPOSIT CHARGED

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

TIMBERWOOD UTILITIES  
36323 Arbor Oaks Drive  
Zephyrhills, FL 33541  
813-788-1356

APPLICATION FOR WATER AND/OR WASTEWATER SERVICE

OWNER \_\_\_\_\_

TENANT \_\_\_\_\_

NAME: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_  
\_\_\_\_\_ LOT/BLOCK#: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE SERVICE SHOULD BEGIN: \_\_\_\_\_

SERVICE REQUESTED: WATER \_\_\_\_\_ WASTEWATER \_\_\_\_\_ BOTH \_\_\_\_\_

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

- 1 The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service; the Company reserves the right to discontinue or withhold service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25.30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" provided by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days of written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.

SIGNED: \_\_\_\_\_  
Customer's Signature

DATE: \_\_\_\_\_

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Statement of Water & Wastewater Utility Service

*Timberwood Utilities*

36323 Arbor Oaks Dr. Bus. Phone (813) 788-1356  
Zephyrhills, FL 33541 Emergency (813) 788-1356

Cycle	Cycledays	Reading Date	Lot Number
-------	-----------	--------------	------------

Customer: Karen Bird-Lot 1

Mailing Address: 36445 Arbor Oaks Drive  
Zephyrhills, FL 33541-

Service Address: 36445 Arbor Oaks Drive  
Zephyrhills, FL 33541

	Readings	Consumption Gallons	Rate	Charges	BFC	SUBTOTALS	BILLING CHARGE
Current	<input type="text"/>	<input type="text"/>	Water \$2.34 Per 1000 gal	<input type="text"/> + \$3.13		<input type="text"/>	
Previous	<input type="text"/>		Wastewater \$5.16 Per 1000 gal	<input type="text"/> - \$10.47		<input type="text"/>	<input type="text"/>

**Your Account Activity & Itemized Surcharge**

Previous Cycle Charge	Previous Credit Balance	Previous Total Billing	Payments Received	Subtotal Previous Cycle
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

NOTE: Bills are due and payable when received and become delinquent if not paid by due date. After 5 working days of written notice mailed to customer, service may then be discontinued.

Miscellaneous Service Fees Adjustments

<input type="text"/>	<input type="text"/>
Current Bal Forward	<input type="text"/>

OFFICE USE: Payment Received Date	Address Change	Service Status
<input type="text"/>	<input type="text"/>	<input type="text"/>

Credit Balance  
(Do Not Pay)

This Bill is Delinquent After 5:00pm

**Your Total Water & Wastewater Utility Bill  
Make Check Payable to Timberwood Utilities**

**Original**

Change of Mailing Address? Please inform us of your correct mailing address for next cycle's billing if different.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Change: \_\_\_\_\_

Phone: \_\_\_\_\_

David Bollinger  
Managing Member

SILVER FOX UTILITY COMPANY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

Sheet Number

Schedule of Fees and Charges.....	Go to Sheet No. 16.0
Service Availability Policy.....	22.0

David Bollinger  
Managing Member

SILVER FOX UTILITY LLC d/b/a TIMBERWOOD UTILITIES

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to a mobile home park. To connect to the system the utility charges a plant capacity charge of \$500.

David Bollinger  
Managing Member

# ATTACHMENT A

DOCUMENT NUMBER-DATE  
00938 JAN 26 18  
FPSC-COMMISSION CLERK

## Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that **MINK ASSOCIATES II, LLC**, a Florida limited liability company, d/b/a **TIMBERWOOD UTILITIES** ("Seller"), for and in consideration of the sum of ten (\$10.00) dollars and other good and valuable consideration, paid to it by **SILVER FOX UTILITY COMPANY, LLC**, a Florida limited liability company ("Buyer"), receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and deliver to Buyer the following items of tangible and intangible property located in and upon that certain parcel of real property legally described in **Exhibit "A"** attached hereto and by this reference hereof made a part:

All contract rights, equipment, facilities, fixtures, licenses, permits, personalty, and rights in, to or used in connection with the operation of the Florida Department of Environmental Protection (DEP) permitted and Florida Public Service Commission (PSC) certificated water and wastewater treatment systems (the "System") serving Arbor Oaks Mobile Home Park, 36323 Arbor Oaks Drive, Zephyrhills, Pasco County, Florida 33541, including, but not limited to, wells, water production, storage, treatment, transmission and distribution facilities, wastewater treatment plant, and all wastewater collection, transmission, treatment and disposal facilities.

TO HAVE AND TO HOLD the said goods and chattels, together with every privilege, right, title, interest and estate thereto belonging or in anywise appertaining.

AND THE SELLER HEREBY COVENANTS with Buyer that Seller is the lawful owner of the goods and chattels hereinabove described, that they are free and clear of all liens and encumbrances except that certain purchase money first mortgage in favor of LaSalle Bank, N.A., dated October 13, 1997, O.R. Book 3823, Page 350, Public Records of Pasco County, Florida, which Buyer has agreed to assume and pay; and that Seller will warrant and defend the title of the items of tangible and intangible personal property unto Buyer against the lawful claims of all persons or entities whomsoever, except as above stated. However, no warranty of merchantability or fitness for a particular purpose is intended, express or implied, and the items of tangible personal property are purchased in their present condition "AS IS", and "WITH ALL FAULTS".

In Witness Whereof, Milton Mink and Arlene H. Mink, as the Managers of Mink Associates II, a Florida limited liability company, have hereunto set their hands and seals this 27 day of January, 2004.

[Signatures on next page]

Signed, sealed and delivered in the presence of:

Witnesses:

SELLER

Mink Associates II,  
a Florida limited liability company

*Linnear Jensen*  
Printed Name: LINNEAR JENSEN

By: *Milton Mink*  
Milton Mink, Manager

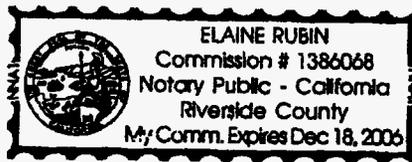
*Arlene E. Mink*  
Printed Name: ARLENE E. MINK

By: *Arlene E. Mink*  
Arlene E. Mink, Manager

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2004, by Milton Mink, Manager of Mink Associates II, LLC, a Florida limited liability company, who is either [CHECK WHERE APPLICABLE]     personally known to me, or  has produced a NEW YORK driver's license as identification.

(Notarial Seal)

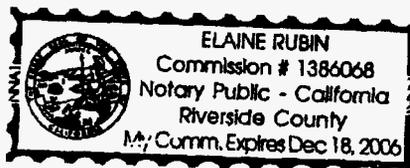


Print Name: *Elaine Rubin*  
NOTARY PUBLIC ELAINE RUBIN  
My Commission Expires 12/18/06

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January 2004, by Arlene E. Mink, Manager of Mink Associates II, LLC, a Florida limited liability company, who is either [CHECK WHERE APPLICABLE]     personally known to me, or  has produced a NEW YORK driver's license as identification.

(Notarial Seal)



Print Name: *Elaine Rubin*  
NOTARY PUBLIC ELAINE RUBIN  
My Commission Expires 12/18/06

In Witness Whereof, David W. Bollinger, as Managing Member of Silver Fox Real Estate, LLC, a Florida limited liability company, as general partner of Silver Fox Real Estate Holdings, Ltd, a Florida limited partnership, has hereunto set his hand and seal this 28 day of January, 2004.

Signed, sealed and delivered in the presence of:

Witnesses:

Buyer

Silver Fox Real Estate Holdings, Ltd.,  
a Florida limited partnership  
By: Silver Fox Real Estate, LLC,  
its General Partner

By: David W. Bollinger  
David W. Bollinger,  
Its Managing Member

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2004, by David W. Bollinger, Managing Member of Silver Fox Real Estate LLC, a Florida limited liability company, as general partner of Silver Fox Real Estate Holdings, Ltd, a Florida limited partnership, who is either **[CHECK WHERE APPLICABLE]** \_\_\_ personally known to me, or \_\_\_ has produced a FL DL driver's license as identification.

Print Name: Ufernia U. Zimmer  
NOTARY PUBLIC  
My Commission Expires

(Notarial Seal)



Ufernia U. Zimmer  
MY COMMISSION # DD090858 EXPIRES  
February 10, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

**EXHIBIT "A"**

**Tracts 22, 27, 28, 37 and 38, of ZEPHYRHILLS COLONY COMPANY LANDS, Section 9,  
Township 26 South, Range 21 East, according to map or plat thereof as recorded in Plat  
Book 1, page 55, of the public records of Pasco County, Florida.**

4,200,000.00  
~~2,200,000.00~~



Prepared by and RETURN TO:

Jonathan James Damonte, Esq.  
Jonathan James Damonte, Chartered  
12110 Seminole Blvd.  
Largo, FL 33778  
File No.: 03-112

R

Rept: 751607 Reg: 19.50  
DS: 29400.00 IT: 0.00  
01/29/04 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
01/29/04 03:55pm 1 of 4  
OR BK 5708 PG 1942

PARCEL I.D. 09 26 210010 02200 0000

4  
2

### Special Warranty Deed

Effective this <sup>28<sup>th</sup></sup> day of January, 2004, between **MINK ASSOCIATES I, LLC**, a Florida limited liability company, with a mailing address of 36323 Arbor Oaks Drive, Zephyrhills, FL 33541, Grantor, and **SILVER FOX REAL ESTATE HOLDINGS, LTD.**, a Florida limited partnership, with a mailing address of 4436 Brynwood Drive, Naples, Florida 34119, Grantee,

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (US\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in **Pasco** County, Florida, to-wit:

**SEE EXHIBIT "A"** attached hereto and by reference hereof made a part.

Subject to that certain Mortgage, Security Agreement and Assignment of Leases in favor of LaSalle Bank National Association (f/k/a LaSalle National Bank), as Trustee for the Registered Holders of Morgan Stanley Capital I, Inc., Commercial Mortgage Pass-Through Certificates, Series 1998-HF1, dated October 13, 1997, as recorded in O.R. Book 3823, Page 350, that certain UCC-1 Financing Statements recorded in O.R. Book 3823, Page 364, and that certain Mortgage Assumption Agreement dated March 21, 2000, recorded in O.R. Book 4335, Page 858, Public Records of Pasco County, Florida, which Grantee assumes and agrees to pay, and the Permitted Exceptions attached hereto as **EXHIBIT "B"** and by this reference hereof made a part.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And, the Grantor covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to the land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Special Warranty Deed  
Mink Associates I, LLC to Silver Fox Real Estate Holdings, Ltd.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses:

Mink Associates I, LLC

Linnea Jensen  
Printed Name: LINNEA JENSEN

By: Milton Mink  
Milton Mink, Manager

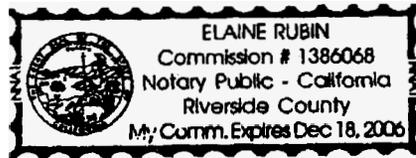
Eubian Ispuan  
Printed Name: MOLNAR ISPUAN

By: Arlene H. Mink  
Arlene H. Mink, Manager

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2004, by Milton Mink and Arlene H. Mink, as Managers of Mink Associates I, LLC, a Florida limited liability company, who:  are personally known to me or  have produced N.Y. DRIVER'S LICENSE as identification.

(Notarial Seal)



Elaine Rubin  
Print Name: ELAINE RUBIN  
Notary Public  
My commission expires: 12/18/06

**EXHIBIT "A"**

OR BK **5708** PG **1944**  
3 of 4

**Tracts 22, 27, 28, 37 and 38, of ZEPHYRHILLS COLONY COMPANY LANDS, Section 9,  
Township 26 South, Range 21 East, according to map or plat thereof as recorded in Plat  
Book 1, page 55, of the public records of Pasco County, Florida.**

**AGREEMENT AS TO TRANSFER OF  
FLORIDA PUBLIC SERVICE COMMISSION CERTIFICATED UTILITY**

THIS AGREEMENT AS TO TRANSFER OF FLORIDA PUBLIC SERVICE COMMISSION CERTIFICATED UTILITY (this "Agreement"), is dated as of January 28, 2004, by and among SILVER FOX UTILITY COMPANY, LLC, a Florida limited liability company ("Buyer"), and Mink Associates II, LLC, a Florida limited liability company, d/b/a Timberwoods Utilities ("Seller"), whereby the parties agree as follows:

**RECITALS**

1. Buyer and Seller are parties to that certain Mobile Home Park Purchase and Sale Agreement dated as of September 2, 2003, as amended by First Amendment to Agreement for Purchase and Sale dated December 29, 2003 and by Second Amendment to Agreement for Purchase and Sale dated January 15, 2003, by Third Amendment to Agreement for Purchase and Sale dated January 22, 2004, Fourth Amendment to Agreement for Purchase and Sale dated January 27, 2004 ("Purchase and Sale Agreement").

2. Mink Associates II, LLC, d/b/a Timberwoods Utilities, is the holder of the Florida Public Service Commission ("FPSC") water certificate of authorization No. 524-W and wastewater certificate No. 459S in Pasco County, Florida, providing water and wastewater service to Arbor Oaks Mobile Home Park ("Certificated Utility").

3. Buyer and Seller agree that Timberwood Utilities, the FPSC utility servicing Arbor Oaks Mobile Home Park, owned by Mink Properties II, LLC, will be transferred to Buyer post closing. Buyer will pay all FPSC Certificated Utility transfer expenses and fees.

4. Section 367.071 (1), Fla. Stat. (2002), specifies that no utility shall sell, assign, or transfer its certificate of authorization, facilities or any portion thereof, or majority organizational control (hereinafter referred to as "Transfer") without determination and approval of the FPSC that said Transfer is in the public interest and that the buyer, assignee, or transferee will fulfill the commitments, obligations, and representations of the utility; however a Transfer may occur prior to FPSC approval if the contract for said Transfer is made contingent upon FPSC approval.

5. The parties desire to Transfer the Certificated Utility prior to FPSC approval consistent with the provisions of § 367.071(1), Fla. Stat. (2002).

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, subject to and on the terms and conditions herein set forth, and in recognition of the requirements of § 367.071(1), Fla. Stat. (2002), and the authority of the FPSC, the parties hereto agree as follows:

1. The Transfer of the Certificated Utility is made contingent upon FPSC approval.

2. This Agreement has no affect upon the consummation of the transactions contemplated by the Purchase and Sale Agreement, except as it pertains to the Transfer of the Certificated Utility. If the application for Transfer is not approved by the FPSC, then only the Transfer of the Certificated Utility shall be affected.

**IN WITNESS WHEREOF**, this Agreement has been signed by a duly authorized officer and on behalf of each of the parties hereto as of the date first written above.

**BUYER:**

**SILVER FOX UTILITY COMPANY, LLC,**  
a Florida limited liability company

By: David W. Bollinger  
David W. Bollinger,  
its Managing Member

Execution Date: 1/28/04

**SELLER:**

**MINK ASSOCIATES II LLC,**  
a Florida limited liability company

By: Milton Mink  
Milton Mink, Manager

By: Arlene H. Mink  
Arlene H. Mink, Manager

Execution Date: 1/27/04

**FIRST AMENDMENT TO  
AGREEMENT FOR PURCHASE AND SALE**

**THIS FIRST AMENDMENT TO MOBILE HOME PARK PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into effective on the last signature date set forth below between MINK ASSOCIATES I, L.L.C., a Florida limited liability company, and MINK ASSOCIATES II, L.L.C., a Florida limited liability company, ("Seller"), and (David W. Bollinger and Barbara A. Bollinger, with respect to an undivided 1/2 interest, as Trustees of David W. Bollinger Revocable Trust dated September 6, 1995 and Barbara A. Bollinger and David W. Bollinger, with respect to an undivided 1/2 interest, as Trustees of Barbara A. Bollinger Revocable Trust dated September 6, 1995, ("Buyer"), and amends that certain Agreement for Purchase and Sale of Arbor Oaks Mobile Home Park, by and between Seller and Buyer dated September 2, 2003 (the "Agreement"), as follows:**

1. **Allocation of Purchase Price.** Notwithstanding anything to the contrary contained in the Agreement, the portion of the Purchase Price payable at the Closing allocable or attributable to the Florida Public Service Commission ("PSC") regulated utilities property is deemed by the parties to be the net book value of the utility assets as will be established by the PSC as part of the transfer proceedings to be conducted with respect thereto pursuant to Sec. 367.071, Florida Statutes. The parties reserve the right to disagree with any factual or legal position taken by the PSC in said proceeding, as allowed by law.
2. **Closing Date.** The closing date is hereby changed to on or before January 15, 2004.
3. **Ratification.** Except as herein modified, the Agreement shall remain unmodified and in full force and effect.
4. **Counterpart/Facsimile Execution.** This Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. A facsimile copy of this Amendment and counterpart signatures shall be considered, for all purposes, as an original.

IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date set forth below.

WITNESSES:

SELLER:

MINK ASSOCIATES I, L.L.C., a Florida limited liability company

By Milton Mink

Its Managing partner

Molnar Istvan  
Print Name: MOLNAR ISTVAN

Print Name: \_\_\_\_\_

Execution Date: Dec. 29, 2003

**MINK ASSOCIATES II, LLC, a Florida limited liability company**

By Arlene Mink

its Managing Partner

Istvan Molnar

Print Name: MOLNAR ISTVAN

Print Name: \_\_\_\_\_

Execution Date: Dec. 29, 2003

**WITNESSES:**

**BUYER:**

**Barbara A. Bollinger as Trustee, of David W. Bollinger Revocable Trust dated September 6, 1995 and Barbara A. Bollinger Revocable Trust dated September 6, 1995**

Print Name: \_\_\_\_\_

**David W. Bollinger as Trustee, of David W. Bollinger Revocable Trust dated September 6, 1995 and Barbara A. Bollinger Revocable Trust dated September 6, 1995**

Print Name: \_\_\_\_\_

Execution Date: \_\_\_\_\_

**FIRST AMENDMENT TO  
AGREEMENT FOR PURCHASE AND SALE**

THIS FIRST AMENDMENT TO MOBILE HOME PARK PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into effective on the last signature date set forth below between MINK ASSOCIATES I, LLC, a Florida limited liability company, and MINK ASSOCIATES II, LLC, a Florida limited liability company, ("Seller"), and David W. Bollinger and Barbara A. Bollinger, with respect to an undivided 1/2 interest, as Trustees of David W. Bollinger Revocable Trust dated September 6, 1995 and Barbara A. Bollinger and David W. Bollinger, with respect to an undivided 1/2 interest, as Trustees of Barbara A. Bollinger Revocable Trust dated September 6, 1995, ("Buyer"), and amends that certain Agreement for Purchase and Sale of Arbor Oaks Mobile Home Park, by and between Seller and Buyer dated September 2, 2003 (the "Agreement"), as follows:

1. **Allocation of Purchase Price.** Notwithstanding anything to the contrary contained in the Agreement, the portion of the Purchase Price payable at the Closing allocable or attributable to the Florida Public Service Commission ("PSC") regulated utilities property is deemed by the parties to be the net book value of the utility assets as will be established by the PSC as part of the transfer proceedings to be conducted with respect thereto pursuant to Sec. 367.071, Florida Statutes. The parties reserve the right to disagree with any factual or legal position taken by the PSC in said proceeding, as allowed by law.
2. **Closing Date.** The closing date is hereby changed to on or before January 15, 2004.
3. **Ratification.** Except as herein modified, the Agreement shall remain unmodified and in full force and effect.
4. **Counterpart/Facsimile Execution.** This Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. A facsimile copy of this Amendment and counterpart signatures shall be considered, for all purposes, as an original.

IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date set forth below.

WITNESSES:

SELLER:

MINK ASSOCIATES I, LLC, a Florida limited liability company

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Execution Date: \_\_\_\_\_

MINK ASSOCIATES II, LLC, a Florida limited liability company

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Execution Date: \_\_\_\_\_

WITNESSES:

BUYER:

  
Barbara A. Bollinger as Trustee, of David W. Bollinger Revocable Trust dated September 6, 1995 and Barbara A. Bollinger Revocable Trust dated September 6, 1995

\_\_\_\_\_  
Print Name: \_\_\_\_\_

  
David W. Bollinger as Trustee, of David W. Bollinger Revocable Trust dated September 6, 1995 and Barbara A. Bollinger Revocable Trust dated September 6, 1995

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Execution Date: 12/30/03

ASSIGNMENT OF NAME, PERMITS, LICENSES AND APPROVALS

KNOW ALL MEN BY THESE PRESENTS, that Mink Associates II, LLC, a Florida limited liability company, the Assignor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, hereby assign, transfer and convey to Silver Fox Utility Company, LLC, a Florida limited partnership, Assignee, its successors and assigns forever, all of Assignor's right, title and interest in the following, to the extent the same are assignable:

- 1. All of Assignor's right, title and interest in and to the name Timberwood Utilities, any architectural drawings, plans, specifications and other documents relating to the operation of the park, including without limitation, logos, brochures and advertising materials, and all good will.
2. All of Assignor's right, title and interest in and to all permits, licenses, and governmental approvals owned, held or issued to Assignor, to the extent that such exists and are assignable.
3. All of Assignor's right, title and interest in and to all contracts, unexpired warranties and guarantees by manufacturers, suppliers, installers pertaining to the property, including without limitation contracts shown on Exhibit A attached hereto and made a part hereof.
4. Assignor hereby warrants and represents to Assignee, its successors and assigns, that the permits, licenses, contracts and all required governmental approvals, are in good standing and in full force and effect and have not been previously assigned, amended or modified.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, we have executed this Assignment this 2 day of February, 2004.

Witnesses:

Mink Associates II, LLC
a Florida limited liability company

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_
Gerald D. Ross, Manager

Printed Name: Rob Tidd

By: Arlene H. Mink
Arlene H. Mink, Manager

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2004, by Arlene H. Mink, Manager of Mink Associates II, LLC, a Florida limited liability company; who: [ ] is/are personally known to me or [ ] has/have produced \_\_\_\_\_ as identification.

Notary Public

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2004, by Gerald D. Ross, Manager of Mink Associates II, LLC, a Florida limited liability company; who: [ ] is/are personally known to me or [ ] has/have produced \_\_\_\_\_ as identification.

Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On February 3, 2004 before me, Robin Harding, notary public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Arlene H. Mink,  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Robin Harding  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment of Name, Permits, Licenses & Approvals

Document Date: February 3rd, 2004 Number of Pages: 1

Signer(s) Other Than Named Above: Gerald D. Ross

**Capacity(ies) Claimed by Signer**

Signer's Name: Arlene H. Mink

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Manager

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: MINK ASSOCIATES II, LLC

**ASSIGNMENT OF NAME, PERMITS, LICENSES AND APPROVALS**

KNOW ALL MEN BY THESE PRESENTS, that **Mink Associates II, LLC**, a Florida limited liability company, the Assignor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, hereby assign, transfer and convey to **Silver Fox Utility Company, LLC**, a Florida limited partnership, Assignee, its successors and assigns forever, all of Assignor's right, title and interest in the following, to the extent the same are assignable:

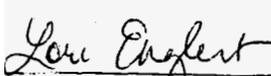
1. All of Assignor's right, title and interest in and to the name **Timberwood Utilities**, any architectural drawings, plans, specifications and other documents relating to the operation of the park, including without limitation, logos, brochures and advertising materials, and all good will.
2. All of Assignor's right, title and interest in and to all permits, licenses, and governmental approvals owned, held or issued to Assignor, to the extent that such exists and are assignable.
3. All of Assignor's right, title and interest in and to all contracts, unexpired warranties and guarantees by manufacturers, suppliers, installers pertaining to the property, including without limitation contracts shown on Exhibit A attached hereto and made a part hereof.
4. Assignor hereby warrants and represents to Assignee, its successors and assigns, that the permits, licenses, contracts and all required governmental approvals, are in good standing and in full force and effect and have not been previously assigned, amended or modified.

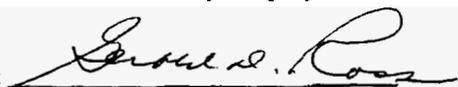
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, we have executed this Assignment this \_\_\_\_ day of January, 2004.

Witnesses:

Mink Associates II, LLC  
a Florida limited liability company

  
Printed Name: LORI ENGLER

By:   
Gerald D. Ross, Manager

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Arlene H. Mink, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2004, by Arlene H. Mink, Manager of Mink Associates II, LLC, a Florida limited liability company; who:  is/are personally known to me or  has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

STATE OF New York  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2004, by Gerald D. Ross, Manager of Mink Associates II, LLC, a Florida limited liability company; who:  is/are personally known to me or  has/have produced \_\_\_\_\_ as identification.

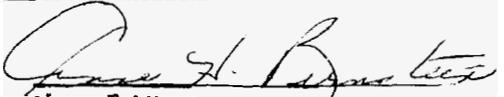
  
Notary Public

Exhibit A

None

# ATTACHMENT B

# Robert Susko CPA LLC

Registered Representative

November 2, 2004

Silver Fox Utility, LLC  
36323 Arbor Oaks Drive  
Zephyrhills, FL 33541

We have audited the accompanying balance sheet of Silver Fox Utility, LLC as of August 31, 2004. Our responsibility is to express an opinion on this balance sheet based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we perform the audit to obtain reasonable assurance about whether this balance sheet is free from material misstatements. An audit includes examining evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used by management. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the balance sheet presents fairly, in all material respects, the financial position of Silver Fox Utility, LLC as of the eight months ended August 31, 2004.

We have reviewed the related statements of income and expense for the eight months ended August 31, 2004, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is representation of the management of Silver Fox Utility, LLC.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express an opinion.

Based on my review, I am not aware of any material modifications that should be made to these accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Robert Susko, CPA



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1405 N. Cedar Crest Blvd., Suite 104, Allentown, PA 18104

Phone: (610) 706-0900 Fax: (610) 706-0990

Securities offered through H.D. Vest Investment Services<sup>SM</sup> Member: SIPC

A non-bank subsidiary of Wells Fargo & Company

6333 North State Highway 161, Fourth Floor, Irving, Texas 75038 (972) 8706000

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11/02/04

Accrual Basis

## SILVER FOX UTILITY COMPANY, LLC

## Balance Sheet

As of August 31, 2004

	Aug 31, 04
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
100 · Cash in Bank	6,152.53
<b>Total Checking/Savings</b>	<u>6,152.53</u>
<b>Total Current Assets</b>	6,152.53
<b>Fixed Assets</b>	
101 · Utility Plant in Service	
<b>Wastewater Utility Plant</b>	
102 · Collection Sewers	89,967.00
108 A · Accumulated Deprec Wastewater	-115,179.36
353 · Land & Rights	10,152.00
354 · Structures & Improvemnts	81,228.00
383 · Services to Customers	5,466.00
380 · Treatment & Disp Equip	12,866.00
381 · Plant Sewers	2,904.00
390 · Office Furn & Equip	3,541.00
<b>Total Wastewater Utility Plant</b>	<u>90,944.64</u>
<b>Water Utility Plant</b>	
108 · Accumulated Depreciation Water	-30,995.36
301 · Organization Water	5,007.00
304 · Structures & Improvements Water	263.00
331 · Transmission & Distr Lines Wate	53,583.00
334 · Meters & Meter Install	3,333.00
340 · Office Furn & Equip	3,541.00
<b>Total Water Utility Plant</b>	<u>34,731.64</u>
<b>Total 101 · Utility Plant in Service</b>	<u>125,676.28</u>
<b>Total Fixed Assets</b>	125,676.28
<b>Other Assets</b>	
142 · Utility Plant Aquisition Adj	279,570.00
<b>Total Other Assets</b>	<u>279,570.00</u>
<b>TOTAL ASSETS</b>	<u><u>411,398.81</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
236 · Accrued Taxes	3,053.44
<b>Total Other Current Liabilities</b>	<u>3,053.44</u>
<b>Total Current Liabilities</b>	3,053.44
<b>Long Term Liabilities</b>	
Contrib in Aid of Construction	
271 · CAIC Wastewater	47,215.64
272 · CAIC Water	29,140.00
<b>Total Contrib in Aid of Construction</b>	<u>76,355.64</u>
224 · Loans Pay Silver Fox LTD	382,674.68
<b>Total Long Term Liabilities</b>	<u>459,030.32</u>
<b>Total Liabilities</b>	462,083.76

2:45 PM  
11/02/04  
Accrual Basis

**SILVER FOX UTILITY COMPANY, LLC**  
**Balance Sheet**  
As of August 31, 2004

	<u>Aug 31, 04</u>
Equity	
215 - Retained Earnings	-3,000.00
218 - Proprietary Capital - D Boll	5,100.00
Net Income	-52,784.95
<b>Total Equity</b>	<u>-50,684.95</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>411,398.81</b></u>

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11/02/04

Accrual Basis

**SILVER FOX UTILITY COMPANY, LLC**  
**Profit & Loss by Class**  
**January through August 2004**

	Wastewater	Water	Unclassified
<b>Income</b>			
400 · Residential	26,167.16	9,386.14	0.00
400 A · Commercial	214.82	955.98	0.00
<b>Total Income</b>	<b>26,381.78</b>	<b>10,322.10</b>	<b>0.00</b>
<b>Expense</b>			
<b>Operating Expense</b>			
Licenses & Permits	0.00	0.00	0.00
601 · Salaries & Wages - Employees	0.00	2,325.59	0.00
610 · Purchased Water	0.00	15,472.74	0.00
630 · Contractual Services - Profess	0.00	5,190.18	0.00
631 · Repair & Maintenance	0.00	220.00	0.00
632 · Office	0.00	1,056.59	0.00
640 · Rent	0.00	2,000.00	0.00
655 · Insurance - General Liability	0.00	256.69	0.00
701 · Salaries & Wages - Employees WW	2,325.61	0.00	0.00
715 · Purchased Power ww	1,937.15	0.00	0.00
718 · Chemicals ww	339.00	0.00	0.00
720 · Materials & Supplies ww	95.00	0.00	0.00
730 · Contractual Services - Profess	16,123.59	0.00	0.00
731 · Repair & Maintenance ww	10,038.08	0.00	0.00
732 · Office ww	787.34	0.00	0.00
735 · Insurance - General Liability w	256.89	0.00	0.00
740 · Rent ww	2,000.00	0.00	0.00
<b>Total Operating Expense</b>	<b>33,902.44</b>	<b>26,521.79</b>	<b>0.00</b>
403 · Depreciation Expense	4,777.36	1,340.36	0.00
406 · Amort of Acq Adjustment	5,166.00	1,912.00	0.00
407 · CIAC Amortization Expense	-1,825.36	-940.00	0.00
408 · Taxes Other Than Income	2,226.72	826.72	0.00
427 · Interest Expense	7,690.40	7,690.40	0.00
<b>Total Expense</b>	<b>52,137.56</b>	<b>37,351.27</b>	<b>0.00</b>
<b>Net Income</b>	<b>-25,755.78</b>	<b>-27,029.17</b>	<b>0.00</b>

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11/02/04

Accrual Basis

**SILVER FOX UTILITY COMPANY, LLC**  
**Profit & Loss by Class**  
**January through August 2004**

	<u>TOTAL</u>
<b>Income</b>	
400 · Residential	35,533.30
400 A · Commercial	1,170.58
<b>Total Income</b>	<u>36,703.88</u>
<b>Expense</b>	
<b>Operating Expense</b>	
Licenses & Permits	0.00
601 · Salaries & Wages - Employees	2,325.59
610 · Purchased Water	15,472.74
630 · Contractual Services - Profess	5,190.18
631 · Repair & Maintenance	220.00
632 · Office	1,056.59
640 · Rent	2,000.00
655 · Insurance - General Liability	256.69
701 · Salaries & Wages - Employees WW	2,325.61
715 · Purchased Power ww	1,937.15
718 · Chemicals ww	339.00
720 · Materials & Supplies ww	95.00
730 · Contractual Services - Profess	18,123.59
731 · Repair & Maintenance ww	10,038.06
732 · Office ww	787.34
735 · Insurance - General Liability w	256.69
740 · Rent ww	2,000.00
<b>Total Operating Expense</b>	<u>60,424.23</u>
403 · Depreciation Expense	6,117.72
406 · Amort of Acq Adjustment	7,078.00
407 · CIAC Amortization Expense	-2,585.36
408 · Taxes Other Than Income	3,053.44
427 · Interest Expense	15,380.80
<b>Total Expense</b>	<u>89,488.83</u>
<b>Net Income</b>	<u><u>-52,784.95</u></u>

# ATTACHMENT C