



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Silver Lake Utilities, Inc., to operate a water utility in Glades and Highlands Counties, Florida, and a wastewater utility in Glades County, Florida )  
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DOCKET NO.: 060726-WS

APPLICATION FOR ORIGINAL WATER AND WASTEWATER CERTIFICATES

Applicant, SILVER LAKE UTILITIES, INC. (hereinafter "the Utility", "the Applicant" or "SLU"), by and through its undersigned attorneys, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, files this Application for a certificate to operate a water utility in Glades and Highlands Counties, and a wastewater certificate in Glades County, and in support thereof, states:

I.

The Applicant's name and address is:

Silver Lake Utilities, Inc.  
106 S. W. County Road 721  
Okeechobee, FL 34974

II.

The name and address of the person to contact concerning this Application is:

Martin S. Friedman, Esquire  
Rose, Sundstrom & Bentley, LLP  
2180 W. State Road 434, Suite 2118  
Longwood, FL 32779  
PHONE: (407) 830-6331  
FAX: (407) 830-8522  
[mfriedman@rsbattorneys.com](mailto:mfriedman@rsbattorneys.com)

*Original tariff to ECR.*

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

III.

Silver Lake Utilities, Inc., is a Florida corporation incorporated on January 4, 2006. The Applicant has not made an election under Internal Revenue Code Section 1362 to be an S Corporation.

IV.

The names and addresses of the officers and directors are:

Howell L. Ferguson, CEO and Director  
Charles P. Lykes, Jr., President  
Frederick J. Bennett, CFO  
Elizabeth Waters, Secretary  
400 N. Tampa Street, Suite 2200  
Tampa, FL 33602

V.

Although water and wastewater utilities in Glades County are excluded from Commission jurisdiction pursuant to Section 367.171 (3), Florida Statutes, SLU's proposed wastewater utility is nonetheless subject to Commission jurisdiction pursuant to Section 367.171 (7), Florida Statutes. While SLU eventually intends to provide wastewater service in Highlands County, such service will initially only be in Glades County. However, the provision of water service across county boundaries involves the Commission's jurisdiction over the entire water and wastewater system even though wastewater service will not initially traverse county boundaries. To do otherwise would be to subject SLU to dual regulation by the Commission and Glades County. In re: Application of Lake Suzy Utilities, Inc., Order No. PSC-00-0575-PAA-WS (March 22, 2000).

VI.

The Applicant has the financial and technical ability to provide water and wastewater

service to the area applied for herein. Prior to the formation of the Utility, the related party landowner owned the existing facilities which will now be utilized by the Utility in providing service to the territory applied for herein. The Utility will continue to employ operations, maintenance and technical advisory personnel necessary to ensure continued efficient provision of water service to the various customers of the Utility, and to meet the future needs and expanding needs anticipated for water and wastewater services within the proposed territory. Engineering services are being provided by Johnson Engineering, regulatory financial services are being provided by Cronin, Jackson, Nixon & Wilson, and Rose, Sundstrom & Bentley, LLP is providing legal regulatory representation.

#### VII.

The owner of Applicant is Lykes Bros. Inc., whose address is:

Lykes Bros. Inc.  
400 N. Tampa Street  
Suite 2200  
Tampa, FL 33602

#### VIII.

The Applicant has the technical ability to provide the water and wastewater service to the proposed territory as applied for herein. The Applicant can provide all types of water service as applied for herein (potable, non-potable and bulk) and expansion of that service as and when needed in the most efficient and effective manner. All of the water facilities currently owned and operated by a related party will begin being operated by the Utility before or immediately upon approval and certification of SLU by the Florida Public Service Commission (hereinafter "the Commission" or "the PSC"). Ownership or other rights to beneficial use of any facilities, lands, or land rights needed by the Utility in order to provide

water service throughout the territory in a most efficient manner possible, will be provided by the related party landowner as and when needed in order to ensure the needs for water and wastewater services are met in accordance with the Utility's obligations under Florida Statutes, Rules of the Commission, the Utility's tariff, and good utility and water and wastewater management practices.

The related party landowner currently operates all existing Utility facilities in question and has the appropriate certificates and licenses to operate those existing supplied facilities. That entity has in the past employed operation, maintenance and technical advisory personnel necessary to ensure the efficient provision of potable and non-potable quality water service to the various customers presently served. The Utility will enter into an agreement with the landowner so that the Utility will obtain the long term right to use the necessary real property for Utility purposes. Copies of the 99-year Lease Agreements are attached hereto as Composite Exhibit "A". The Agreements will be executed upon PSC approval of this Application. The Utility will employ, either through direct employment or through contractual arrangements, those same personnel and hire additional qualified persons as needed in order to continue to provide the same high quality of service as additional need for such services arise.

#### IX.

There is currently a need for both potable water and wastewater service within the proposed service territory applied for herein. The water service consists of existing residential and commercial. The existing potable water facilities are described in Section 3 the Engineering Report attached hereto as Exhibit "B". Because of the existing facilities which are being utilized by the landowner presently and will be utilized by the Utility

immediately upon certification by the Commission, any attempts to obtain service from any outside source would dramatically increase the cost of providing such service and could quite possibly result in a decrease of the quality of service provided. In addition, the cost of running existing water mains to the existing systems within the territory, or to the existing locations where the need for service presently exists, from any other utility with the ability to provide the quantity needed within the service territory would be extraordinarily high and extremely inefficient given the availability of facilities and water sources already in place within the service territory for that purpose.

In addition to the immediate needs for service, there has been a request for the provision of potable water and wastewater service to the proposed Muse Village development and the West Glades School campus. These potable water and wastewater services will be constructed in the near future to provide these services to the West Glades School campus which consists of 198 acres owned by the Glades County School District and has a population of 450 students, faculty and staff. The proposed Muse Village development consists of approximately 1,273 acres which will initially consist of 3,500 residential units plus 150,000 square feet of office and retail space.

#### X.

Through funding and the financial support of its sole shareholder, the Utility will have ample financial backing to ensure the safe, efficient and sufficient provision of water and wastewater service to the territory applied for herein and the expansion as needed of water sources and water and wastewater facilities in the proposed service area to meet all future needs. At Staff's request, Lykes Bros. Inc., will provide such financial information as may be required to satisfy the Commission that it has ample capital resources to support the

initial funding of the financial needs of the Utility and all future needs as they become known. Attached as Exhibit "C" is a statement from Lykes Bros. Inc., ensuring its financial commitment to the Utility company for all future capital requirements and operating losses. The Utility has access to all resources needed to fund the capital and long-term financial needs of the Utility.

## XI.

The related landowner which is the Utility's parent company has been a corporate entity since 1910 and has for over 60 years owned the property and overseen the water resources within the property which is to be the service territory of SLU. The related landowner has vast experience in water management. SLU will immediately provide potable water service to the existing locations and continue to plan toward the provision of the potable water as well as wastewater service to all such needs within its proposed service territory. Certification of the Utility by the Commission will allow the Applicant to utilize the lowest quality water that is fit for the purpose intended in accordance with the state water policy and to properly plan for and manage the water resources of the area for the benefit of all needs within the proposed territory and bulk needs outside that territory.

## XII.

There are no other utilities within the area who are currently able to provide the potable water and wastewater services proposed by Applicant or who could potentially provide such services. The Applicant has reviewed local plants and facilities and found no other existing entity in a position to provide such services. SLU is in a unique position to coordinate the orderly growth of such services as and when needed and has a greater variety and quantity of available and contiguous sources of supply than any other alternative

provider could possibly have based upon this close-working relationship with the related party landowner.

XIII.

The provision of water and wastewater services in the proposed service territory, including use of existing and proposed facilities as outlined in this Application, will be consistent with the water and wastewater sections of the local Comprehensive Plans for both Glades and Highlands Counties as approved by the Department of Community Affairs, as particular properties within the service area are developed.

XIV.

The parent company of the Applicant is currently providing water services to its own properties at no cost. The Applicant plans to begin providing service to all customers within its service territory after obtaining control of all water facilities owned by the landowner and will begin providing that service for compensation immediately after certification and rate approval by the Commission.

XV.

Included in Exhibit "B" is a statement and table concerning the number of equivalent residential connections proposed to be served by SLU by meter size and customer class.

XVI.

Also included in Exhibit "B" is a description of the type of customers to which Silver Lake Utilities, Inc., anticipates providing service.

XVII.

Attached hereto as Composite Exhibit "A" are copies of 99 year leases which provide for continuous use of the land upon which the wells and treatment facilities currently owned



by the Utility's related party and from whom the Utility company will lease those facilities and property, and for the land upon which the facilities to serve the Muse Village development will be located.

XVIII.

Attached hereto as Exhibit "D" are the original and two copies of the sample water and wastewater tariffs containing all rates, classifications, charges, rules and regulations consistent with Rule 25-9, Florida Administrative Code, which the Applicant herein intends to utilize in providing water service.

XIX .

Included in Exhibit "B" is a description of the territory proposed for inclusion in the Utility's certificated service area using township range and section references.

XX.

Included as Figure 1-2 and 7-2 in Exhibit "B" are copies of maps showing the township range and section references with the proposed service territory plotted thereon. Because the proposed territory described herein encompasses many square miles, it is not reasonably possible to utilize a map of a scale of 1" = 200 ft., or 1" = 400 ft. as proposed under Subsection (n) of Rule 25-30.033, Florida Administrative Code. A map of that scale under these circumstances would not be feasible or readily usable to the Commission in evaluating this Application. The Applicant believes the maps in Exhibit "B" comply with the provisions and intent of Rule 25-30.033(n), F.A.C. Should the Commission disagree with that interpretation, the Applicant requests a waiver of the specific provisions of Rule 25-30.033(n), to the extent that these maps are inconsistent with the Commission's interpretation of that Rule Subsection.

XXI.

Included in Exhibit "B", are statements regarding the separate capacities of the proposed lines and treatment facilities in terms of ERCs and gallons per day to service the known and anticipated development in the various classes of service. The description of the existing potable water facilities outlining the location, type of treatment, and a drawing of the typical water treatment facility is contained within Section 3 of Exhibit "B" hereof.

XXII.

The Utility is just beginning operation and has not yet received any revenue and will not receive such revenue until such time as the Florida Public Service Commission approves the appropriate rates and charges for the Utility.

XXIII.

Attached as Exhibit "E" is a Special Report including a cost study of customer projections supporting the proposed rates and charges and service availability charges.

XXIV.

Included in Exhibit "E" are the projected costs of the proposed systems by NARUC account numbers.

XXV.

Included in Exhibit "E" are the projected operating expenses of the proposed systems by NARUC account numbers when operating at design capacity of the system.

XXVI.

The schedules showing the projected capital structure, including the methods of financing the construction operation of the Utility until the Utility reaches design capacity of the system is included in Exhibit "E". To the extent the financing of a construction of

operations or operations is beyond the resources of the Utility, Lykes Bros. Inc., will provide all additional funding as and when needed in order to finance such construction operation of the Utility until it reaches design capacity level.

**XXVII.**

Attached hereto as Exhibit "F" is an affidavit showing that the Utility has provided notice in accordance with the requirements of Rule 25-30.030, Florida Administrative Code, to all those entities entitled to such notice. Proof of publication in compliance with Rule 25-30.030(7), Florida Administrative Code, will be provided to the Commission as Late Filed Exhibit "G" immediately after it is received from the newspaper utilized for this purpose. A copy of the appropriate notice has also been provided by regular mail or personal service to each of the property owners of the system to be certified. An affidavit of such compliance is attached hereto as Exhibit "H".

**XXVIII.**

In accordance with the requirements of Section 367.045(1)(d), Florida Statutes and Rule 25-30.033 and 25-30.020, Florida Administrative Code, enclosed is a check for the filing fee in the amount of \$6,000, which is intended to satisfy the requirements of those rules and statutory sections for water and wastewater systems intended to serve more than 4,000 ERCs.

**XXIX.**

The Applicant herein requests that the Florida Public Service Commission grant the waiver of Rule 25-30.033(1)(n) to the extent such waiver is deemed necessary as requested in Paragraph XX hereof, and issue Water and Wastewater Certificates to Silver Lake Utilities, Inc., to provide water service to the territory requested in Glades and Highlands Counties

and wastewater service in Glades County. In addition, Applicant requests that the Commission in its order granting such a certificate, authorize a collection of the rates proposed herein and implementation of the tariffs as included herein.

Respectfully submitted this 3<sup>rd</sup> day of  
November, 2006, by:

ROSE, SUNDSTROM & BENTLEY, LLP  
2180 W. State Road 434, Suite 2118  
Longwood, FL 32779  
PHONE: (407) 830-6331  
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MARTIN S. FRIEDMAN  
Florida Bar No.: 0199060  
For the Firm

EXHIBITS

- A: LEASES
- B: ENGINEERING REPORT
- C: LYKES LETTER OF FINANCIAL SUPPORT
- D: TARIFFS
- E: SPECIAL REPORT
- F: AFFIDAVIT OF NOTICE TO ENTITIES
- G: AFFIDAVIT OF NEWSPAPER NOTICE
- H: AFFIDAVIT OF NOTICE TO PROPERTY OWNERS

COMPOSITE EXHIBIT "A"

Leases

LEASE AGREEMENT

THIS LEASE is made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_, by and between Lykes Bros. Inc., a Florida corporation ("Owner"), and Silver Lake Utilities, Inc., a Florida corporation ("Service Company").

Owner hereby leases to Service Company, and Service Company hereby leases from Owner, the Well Sites, upon the terms and subject to the conditions set forth herein.

1. DEFINITIONS.

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

- A. "Well Sites" – The property as described in Exhibit "A" attached hereto, and such additional Well Sites permitted pursuant to this Lease.

2. TERM.

This Lease shall be effective for a period of ninety-nine (99) years, beginning immediately after certification of the Service Company by the Florida Public Service Commission, and ending ninety-nine (99) years thereafter, unless sooner terminated as provided herein.

3. ROYALTY & RENTAL PAYMENTS.

Service Company shall pay to Owner a monthly royalty of \$0.20 per thousand gallons of water withdrawn and \$1,000 per year rental for each Well Site for the initial three year period, plus sales tax, all as compensation for the Service Company's right to utilize the Well Sites and the impact of Service Company's right to utilize and withdraw water from Owner's lands and the impact of such uses on Owner's other properties. Royalty payments shall be paid in arrears on or before the first of each month based upon the volume of water withdrawn through the 15<sup>th</sup> day of the preceding month.

One hundred and eighty (180) days prior to the end of the third year of this Lease, and within the same period prior to the end of each succeeding 3-year period, Service Company and Owner shall renegotiate the periodic royalty to be paid over the next 3-year period. The purpose of renegotiating the periodic royalty is to reflect the increase in the fair value of the Well Sites and the rights to withdraw water over the last 3-year period. If Service Company and Owner are unable to agree on the amount of increase in the periodic royalty to be paid

over the subject 3-year period, then at least one hundred and fifty (150) days prior to the commencement of the subject 3-year period, Service Company and Owner shall agree upon a qualified appraiser who will calculate the increase in the periodic royalty to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser to be used, then Service Company and Owner shall each select a qualified appraiser of its choice and make the calculations, and the average of the two appraisals shall be binding on the parties. Calculations by the appraiser or appraisers shall in either case be made and delivered to Service Company and Owner at least ninety (90) days prior to the commencement of the subject 3-year period. Neither the calculations of the appraiser or appraisers nor anything contained herein shall operate to reduce the periodic royalty below the amount of the periodic royalty in effect at the time the negotiations or calculations are conducted as set forth herein or below the then existing periodic royalty plus inflation using the compounded index percentage approved for regulated water and wastewater utilities by the Florida Public Service Commission for each intervening year since that last royalty amount was set.

In addition to renegotiating the periodic royalty every 3 years as set forth above, any time that, in Owner's reasonable opinion, the impact of any local, regional, state, or federal rule, ordinance, law, or policy directly or indirectly affects Owner's use of the Well Sites or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near Well Sites, or as a result of withdrawals or activities related to withdrawals, Service Company and Owner shall renegotiate the periodic royalty. The purpose of this renegotiation shall be to reflect the diminution in value of the affected Well Sites or other lands of Owner. At anytime that Owner reasonably deems such diminution in value to have occurred, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the periodic royalty to compensate Owner for the diminution in value. If Owner and Service Company are unable to agree on a renegotiated periodic royalty, then Service Company and Owner shall agree upon a qualified appraiser who will calculate such compensation. If the parties are unable to agree upon a qualified appraiser to be used, the Owner and Service Company shall each select a qualified appraiser of its choice to make the necessary calculations, and the average of the two appraisers shall be binding on the parties.

The payment of the \$1000 per year for each Well Site shall be due and payable monthly, in an amount computed by multiplying the number of Well Sites by \$1000 and dividing by 12, plus sales tax, in advance on or before the first of each month. All payments due hereunder shall be made to Owner at Owner's address as set forth herein, or as otherwise directed in writing by Owner.

The annual rental for each Well Site shall be adjusted on the same three year cycle as royalties by application of the Cost of Living Index. The Cost of Living Index as used herein shall mean the consumer price index (U.S. city average all items) published by the Bureau of Labor Statistics of the U.S. Department of Labor or such other similar and suitable index as the parties shall agree to in the absence of one published by the U.S. Department of Labor. The index shall be applied cumulatively for the preceding three year period.



By way of example:

Beginning rental	\$1,000.00
CPI year one	3.2%
Annualized Adjustment	\$1,032.00
CPI year two	3.5%
Annualized Adjustment	\$1,068.12
CPI year three	3.0%
New Rental at three year adjustment	\$1,100.16

Nothing contained herein shall operate to reduce the periodic rental below the amount of the periodic rental in effect at the time the calculations are conducted as set forth herein.

4. DESCRIPTION OF LEASED PREMISES.

The premises subject to the Lease shall initially consist of the \_\_\_ non-potable and \_\_\_ potable Well Sites as outlined on Exhibit "A". Any portion of said Well Sites heretofore and currently used for residential or commercial facilities or purposes conflicting with the purposes of this Lease shall be excluded from the premises subject to this Lease. In the event any governmental entity or authority shall now or hereafter require a larger Well Site than as outlined on Exhibit "A", all additional or relocated Well Sites acquired pursuant to Sections 5 and 8, respectively, shall conform to the requirements of said governmental entity or authority. Owner and Service Company anticipate that this Lease may be amended in the future to include the service, operation, and lease of additional wells, surface water, or other sites, pursuant to this Lease and will negotiate the terms under which those wells, surface water, or other sites will be included in this Lease at that time.

5. ADDITIONAL WELL SITES

In the event that Service Company shall need additional Well Sites for the purpose of supplying Owner or third parties with water, Owner agrees to negotiate with Service Company for the lease of parcels of property for use as additional Well Sites. At such time as Service Company and Owner shall agree upon the location and other pertinent matters related to such additional Well Sites, the parties shall execute an Addendum to this Lease and the same shall become subject to this Lease and Service Company and Owner shall each respectively have the rights and privileges set forth herein. Owner shall not be obligated to negotiate water rights to the detriment of its agriculture or other operations.

6. WARRANTY OF TITLE.

Owner represents that it has good and marketable title to the Well Sites, subject only to real estate taxes not yet due and payable, matters of public record, and such other matters that do not materially interfere with Service Company's intended uses, including but not

limited to the lien of any existing or future lender of Owner. Service Company may at any time undertake to examine, at its sole cost and expense, title to any of the Well Sites. In the event that such examination of title shall result in the determination that there are title defects that are contrary to the status of title as above stated, Service Company may so notify Owner, specifying in writing such defects. Owner shall use diligent effort to remove or cure such defects in title within six months of said notice. In the event that Owner shall be unable to remove or cure such title defects within the specified time, Service Company shall have the option of either waiving said title defects or canceling this Lease as to the Well Site to which title defects are applicable and receiving a prorata refund of any rents paid in advance. In the event that uncured title defects shall adversely affect the Well Sites to the extent or degree that it materially interferes with Service Company's ability to perform its obligations under the terms of this Lease, Service Company shall be entitled to cancel this Lease and receive a prorata refund of any advance rents paid under this Lease.

#### 7. USE OF WELL SITES.

The Well Sites shall be used for the sole purpose of withdrawing water and supplying it to Owner or third parties in accordance with the provisions of this Lease or third party agreements. In the event of a conflict between this Lease and any third party agreements, this Lease shall control. Service Company has the right to erect, maintain and operate on the Well Sites well casings, pumps, and water supply, transmission, and distribution pipes and equipment, and other appurtenant and associated facilities (the "Well Site Production Facilities").

#### 8. ABANDONMENT OR SUBSTITUTION OF WELL SITES.

In the event that Service Company ceases to produce water from any Well Sites by reason of insufficient quality or quantity, upon written notice of the same to Owner, the nonproducing Well Site shall either be plugged at Service Company's expense in accordance with applicable statutes, ordinances, and regulations or taken over by Owner for its use. If Owner elects to take over the Well Site, Service Company shall, at Service Company's expense, transfer all applicable permits to Owner. When the Well Site has been certified as properly abandoned by the statutorily designated agency or Owner has elected in writing to take over the Well Site for its use, the Well Site shall be removed from this Lease by Addendum and the periodic rents shall be reduced prorata accordingly.

If Owner shall reasonably determine that for Owner's beneficial use of its lands a Well Site (whether an existing Well Site or a Well Site hereafter leased) must be relocated, Owner will provide a substitute Well Site located as closely as reasonably possible to the one removed, and Owner shall bear the expense of such relocation, including cost of permitting the new facility and abandoning the existing facility. The periodic rental shall be renegotiated based upon the costs of such relocation efforts.

Upon the abandonment of any Well Site, or the removal from any Well Site, Service Company shall clean up the Well Site and leave the same in an environmentally compliant and neat and presentable condition.

9. PERMITS.

At the effective date of this Lease, Owner shall use its best efforts to transfer all applicable existing permits and electric service accounts to Service Company and Service Company shall reimburse Owner for all costs of such transfer. Prior to constructing or operating any Well Site Production Facilities or servicing any customer, Service Company shall obtain, at its sole expense, unless specifically provided otherwise in this Lease, all necessary permits, certificates, and approvals necessary to construct and operate Well Site Production Facilities, withdraw water from Well Sites, transmit water and collect tariffs for water supplied to any customer and any other person or entity, as may be required by any governmental entity, including, without limitation, the applicable water management districts, Public Service Commission, county governments, U.S. Army Corp of Engineers, and the Department of Environmental Protection. The Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any such permit application and such approval shall not be unreasonably withheld.

10. MAINTENANCE AND REPAIR.

As of the effective date of this Lease Service Company shall be responsible for the continuous operation and maintenance of the Well Sites and Well Site Production Facilities during the term of this Lease, unless otherwise agreed in writing by Service Company and Owner. Service Company's responsibilities shall include replacement of any component parts of the Well Site Production Facilities when such becomes necessary due to destruction, wear and tear or otherwise. Service Company shall also keep the Well Sites in a neat, clean and presentable condition.

11. ELECTRICAL POWER.

Owner represents that electrical power for the proposed operations on all Well Sites requiring electricity is available from the appropriate power companies having authority to serve the Well Sites or, if not, acquiring electric power from such companies or alternative source shall be the responsibility of Service Company. Owner shall reasonably cooperate with Service Company in assisting Service Company to obtain electrical power from the closest power source of the appropriate power company to each Well Site, including additional Well Sites hereafter acquired, so as to service the operations of Service Company at each Well Site. Owner shall have the right to approve the location of poles, transformers, electrical lines, or other necessary installations, and Owner shall not unreasonably withhold such approval. Owner shall have the right to require underground installation of utilities. Service Company shall bear all expenses incurred in connection with the installation and continued service by the appropriate power company or other source of electric power.

Service Company shall reimburse Owner for any costs incurred by Owner in connection with the preparation, review, or negotiation of documents or for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Well Site, including but not limited to the placement of poles, transformers, electrical lines and other necessary installations.

12. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive ingress and egress to the Well Sites during the period of time this Lease remains in force and subject to the limitations of this Section. Service Company's nonexclusive right of ingress and egress may be exercised only during the times and solely for the purposes set forth in this Lease. If county or state roads provide reasonable means of ingress and egress to the Well Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads other than county or state roads, Service Company shall so notify Owner, and Owner shall specify existing roads or ways for ingress and egress to be used by Service Company. Owner may, in Owner's sole and absolute discretion, from time to time change the location of Service Company's designated ingress and egress so long as such change complies with the terms of this paragraph. Owner shall make reasonable efforts to specify roads or ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease without undue interference, but Owner shall have no affirmative obligations to improve, maintain, or repair any such road for use by Service Company. In specifying roads for ingress and egress, Owner shall from time to time instruct Service Company as to specific gates to be used and procedures for locking and unlocking gates. Service Company agrees to comply with such instructions of Owner. Service Company shall be solely responsible for security on all gates used by Service Company for ingress and egress. Any roads or accessways used by Service Company shall be used by Service Company at its own risk and shall be maintained by Service Company so as to permit continued safe vehicular passage and shall be left in a condition at least as good as originally found by Service Company at the commencement of this Lease. Owner agrees that, in the event Owner leases additional Well Sites to Service Company, Owner shall grant to Service Company such additional permissive use as may be necessary to provide ingress and egress to such additional Well Sites.

13. LOCKS, GATES, FENCES.

Service Company shall place no new locks on Owner's gates without the prior consent of Owner. If Owner permits Service Company to place locks on its gates, the locks shall be clearly identified to Owner and placed so that they will not prohibit access by others who have locks on the gates. Service Company shall give keys only to authorized employees. Service Company agrees that it shall immediately close and securely fasten gates

or gaps in fences that are opened by Service Company. No new gaps or gates shall be made in any fence without the prior consent of Owner. Service Company shall in no way tamper with, alter, or modify any of Owner's existing fences or cattle or wildlife control equipment or devices without the prior consent of Owner. In the event any fences require repair due to the negligence or other activities of Service Company, Owner shall make such repairs and Service Company shall reimburse Owner for the costs of such repair.

14. PROHIBITED ACTIVITIES.

Service Company shall not make or permit any unlawful use of Owner's lands. Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on any of Owner's lands, nor shall the Service Company take, remove, disturb, or otherwise molest any standing timber on Owner's lands without the prior consent of Owner. Service Company covenants that Service Company will hold Owner harmless from all damage caused by Service Company or its agents or employees to such livestock, wildlife, or timber and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on any of Owner's lands by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on any of Owner's lands. Service Company will at no time cause any fires to be set on any of Owner's lands, except for the purposes of disposing of debris and only with the prior written consent of Owner. If Owner grants consent, Service Company shall be solely responsible for obtaining the necessary and required permits and for all expenses related thereto. If any employees, agents, or subcontractors of Service Company shall violate the provisions of this paragraph, Owner shall be entitled to require that such person or persons be prohibited from subsequently coming onto Owner's lands. Should Service Company fail to exercise reasonable measures to prevent such person or persons from subsequently coming onto Owner's lands, such act shall be deemed a default hereunder. As used in this paragraph, the term "Owner's lands" shall include the Well Sites and Well Production Facilities.

15. INSPECTION BY OWNER.

Owner or Owner's agent may at any time enter upon any Well Site to view the condition thereof and to observe Service Company's operations thereon.

16. REAL ESTATE, PERSONAL PROPERTY AND INTANGIBLE TAXES.

Service Company shall pay all real estate, personal property, and intangible taxes, and all increases in real estate taxes on the Well Sites and Well Production Facilities accruing during the time that this Lease remains in force, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Well Sites (which in order to do, Service Company shall first obtain the written consent of Owner, except for those installations expressly permitted by Owner under this Lease),

whether actual payment of such taxes is made during the term of this Lease or thereafter. If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, then the parties shall make appropriate adjustments or prorations. Additionally, Owner and Service Company acknowledge and agree that the taxes imposed upon the Well Sites and/or Well Production Facilities and other taxes shall be computed and based on the most recently available valuations, millages, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Well Sites are located.

17. OTHER TAXES.

Service Company shall pay all sales taxes, if any, license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

18. INSURANCE.

Service Company shall, during the term of this Lease, at its expense, maintain in effect Commercial General Liability Insurance, with a company or companies authorized to engage in the business of general liability insurance in the State of Florida and reasonably satisfactory to Owner. Each policy shall be in amounts not less than One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) Dollars general aggregate for bodily injury and property damage. Such policies of insurance shall name Owner as an additional insured. Upon Owner's request, Service Company shall provide Owner with certificates of insurance evidencing coverage required herein naming Owner as an additional insured and confirming that such coverage shall not be amended or modified without thirty (30) days prior written notice to Owner.

Service Company shall also, during the term of this Lease, at its expense, maintain in effect Workers' Compensation insurance coverage as required by law, written by an insurance company authorized and qualified to write Workers' Compensation insurance in Florida.

19. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of Service Company's use or occupancy or operation of any Well Site, Well Site Production Facilities, or any Service Company's activities on or about any Well Site, Well Production Facilities, or any of Owner's lands. Service

Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of Service Company's violation of any law, ordinance, or governmental regulation applicable to Service Company's use or occupancy of any Well Site or Service Company's activities on or about any Well Site, Well Site Production Facilities, or any of Owner's lands.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under the lease of any Well Site, Well Site Production Facilities, or Owner's activities on or about any Well Site, Well Production Facilities, or any of Owner's lands. Owner's duty to indemnify shall also include indemnification from and against any fine, penalty, liability, or cost arising out of Owner's violation of any law, ordinance, or governmental regulation applicable to Owner's use or occupancy of any Well Site or Owner's activities on or about any Well Site, Well Site Production Facilities, or any of Owner's lands.

C. Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

D. Venue

Venue for actions under this Lease not specific to geographic location shall lie in Highlands County, Florida. Actions specific to geographic location shall lie in the County in which the property at issue is located.

20. DEFAULT.

The occurrence of one or more of the following is an event of default by Service Company: the failure of Service Company to perform any obligation for the payment of money within 15 days after the time within which the payment is to be made as provided in the section of this Lease creating the obligation; the failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, and the failure continues beyond a reasonable period of time for curing such failure to perform, after written notice thereof from Owner to Service Company, except that any breach by Service Company of the obligations set forth in Section 14 (Prohibited Activities) shall be deemed a default hereunder without any notice, grace, or curative period; proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service

Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing; assignment of Service Company's property for the benefit of creditors is made; a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Service Company; Service Company's interest in the Well Sites and Well Site Production Facilities, or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; Service Company abandons the Well Sites; or Service Company defaults under this Lease.

If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default.

Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

## 21.. COMPLIANCE WITH ENVIRONMENTAL LAW REQUIREMENTS.

Service Company shall not bring upon any of Owner's lands or Well Sites or possess thereon or make or produce or discharge thereon any hazardous or toxic materials, wastes or substances as such terms are defined in the Resource Conservation and Recovery Act (RCRA) (PL 94-580, 90 Stat. 2796 [1976] and amendments thereto, the Clean Water Act of 1972 (33 USC 1321[f]) and subsequent amendments thereto, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (PL-510, 94 Stat. 27, 67 [1980]) and subsequent amendments thereto, the rules and regulations of the United States Environmental Protection Agency promulgated thereunder, Chapter 403 Florida Statutes, and the rules and regulations of the Florida Department of Environmental Protection; and shall not bring upon or leave upon said Owner's land or Well Sites any containers, receptacles or the like containing any such wastes, substances or materials. If any materials, wastes or substances left on said Owner's lands or Well Sites by the Service Company should at any time be classified or determined by a governmental authority as substances required to be removed from such Owner's lands or Well Sites or disposed of at a qualified hazardous waste or disposal site, Service Company shall be obligated at Service Company's expense to remove and dispose of the same in a regulatory approved manner. Notwithstanding the foregoing prohibitions, should Service Company while occupying or carrying on any operations or activities upon Owner's lands or the Well Sites cause the deposit on Owner's lands or the Well Sites or any other areas, any such wastes, substances or materials which pursuant to any of the foregoing laws, statutes, rules or regulations or orders of any governmental entity or agency the owner of the property or Well Sites might have an obligation to clean up or participate in the clean up from any such deposit area Service Company shall assume all such obligations of Owner thereunder. Service



Company hereby agrees to indemnify and save harmless Owner from any damages, expenses or liability resulting from any violation of the provisions of this paragraph by Service Company. Service Company's obligations under this paragraph, including Service Company's indemnification obligations and Service Company's obligation to remove and dispose of in an approved manner any such materials, substances or wastes brought upon or left upon said Owner's lands or the Well Sites by Service Company and Service Company's obligations to assume Owner's obligations or liabilities for clean up as aforesaid shall be continuous and shall survive the expiration or termination of this Lease.

22. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

Service Company shall not violate any laws, ordinances of the United States or the State of Florida or any governing body or any rule, regulation or order of any governmental agency, including but not limited to the U.S. Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the South Florida Water Management District, the Florida Game and Freshwater Fish Commission or any other agency applicable to Owner's land or the Well Sites or to Service Company's operations or activities thereon and shall hold Owner harmless and indemnify Owner against any and all liabilities as a result of any such violations.

23. NO MECHANIC'S LIENS.

It is hereby stipulated and agreed by and between the parties hereto that from the date of the execution of this Lease by the parties and during the entire term hereof, there shall be no mechanic's lien upon Owner's interest in Owner's land or the Well Sites and in the buildings and improvements located thereon, arising through the act of Service Company or any person claiming under or through Service Company. The mere fact of the existence of a mechanic's lien or materialmen's lien or liens, however, shall not of itself operate as a forfeiture or termination of this Lease, provided Service Company, within thirty (30) days after the receipt by it of written notice of lien from the lienor or the recording of such notice of lien among the public records of the County in which Owner's lands or the Well Sites are located, shall cause the same to be canceled, released or extinguished, or Owner's lands or the Well Sites released therefrom by the posting of a bond or by any other method prescribed by law, and proper evidence thereof shall be furnished to Owner, and if such lien or liens appear of record, Service Company shall cause the same to be canceled, satisfied and discharged of record, or Owner's lands or the Well Sites to be released from the effect thereof as above set forth. All persons with whom Service Company may deal are put upon notice that Service Company has no power to subject Owner's interest to any claim for mechanic's or materialmen's lien claims, and all persons dealing with Service Company must look solely to the credit of Service Company and to Service Company's assets and not to Owner or Owner's assets.

24. CONDEMNATION.

In the event of any condemnation of the Well Sites or any part thereof, Owner shall be entitled to receive all compensation for land and improvements taken together with all damages to the remaining property caused by such taking. Service Company shall not be entitled to participate in or to a proportion of any award for just compensation made to Owner as a result of the taking and shall have no claim against Owner therefor. Any Well Sites taken by condemnation shall no longer be subject to the terms of this Lease, and the periodic rents shall be reduced prorata accordingly.

25. SUBORDINATION AND NONDISTURBANCE.

Service Company agrees and acknowledges that all of Service Company's right, title and interest under this Lease is subordinate to the lien of any existing or future lender, provided that such existing or future lender has agreed in writing that, so long as Service Company complies with the terms, conditions and covenants of this Lease and performs its obligations under this Lease, such existing or future lender will take no action that will interfere with or disturb Service Company's possession or lawful use of Owner's lands or the Well Sites during the term of this Lease. Upon Service Company's request, Owner agrees to obtain a nondisturbance agreement, in form and substance satisfactory to Service Company, from any existing or future lender.

26. LIMITATION OF RIGHTS.

Except for the rights given hereunder with respect to the withdrawal of water from the Well Sites and the use of Owner's lands in connection therewith, Service Company shall have no interest in or ownership of Owner's lands or the Well Sites or any rights to any minerals, oil, or gas therein and thereunder or any other sub-surface rights in and to Owner's lands or the Well Sites.

27. SURRENDER OF THE PROPERTY AND WELL SITES.

Upon the termination or expiration of the tenancy created hereby, except due to the default of Service Company, Service Company shall have ninety (90) days to remove all Well Site Production Facilities from the Well Sites or Owner's lands. Upon the expiration of the ninety (90) days granted herein, all Well Site Production Facilities remaining on Owner's lands or Well Sites shall become property of the Owner. Upon removal of any Well Site Production Facilities, Service Company shall return the Well Site to the condition as it existed prior to the installation of the Well Site Production Facilities.

28. TERMINATION OR RELOCATION IN EVENT OF SALE.

In the event that Owner receives and accepts a bonafide offer to purchase the lands containing all or substantially all of the Well Sites and the potential purchaser will not

purchase the lands subject to this Lease, then notwithstanding anything to the contrary contained in this Lease, Owner shall have the right to terminate this Lease upon ninety (90) days written notice to Service Company and Owner shall not be liable to Service Company for any loss, costs, expenses or damages for said termination. Owner's right of termination under this paragraph is subject to Owner providing the Service Company with a right of first refusal to purchase the lands containing the Well Sites upon the same terms and conditions as accepted by the Owner. In the event that Owner receives and accepts a bonafide offer to purchase lands containing less than all or substantially all of the Well Sites, the purchase is not subject to this Lease, and said lands includes any Well Sites, then, upon the request of Service Company, Owner shall provide a substitute Well Site as discussed in Paragraph 8 hereof.

29. NO EXPRESS OR IMPLIED WARRANTY.

Service Company agrees that it has inspected the Well Sites carefully and is satisfied with their condition and accepts the Well Sites for lease. SERVICE COMPANY ACCEPTS THE WELL SITES AS IS AND WITH ALL FAULTS. OWNER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE WELL SITES, EXCEPT AS TO OWNERSHIP OF THE WELL SITES. Service Company hereby waives any claim it might have against Owner for any loss, damage or expense caused by any defect, use, repair or maintenance of the Well Sites.

30. ASSIGNABILITY.

Service Company may not assign, or otherwise transfer all or any part of its interest in this Lease, the Well Sites or the Well Site Production Facilities without the prior written consent of Owner, which shall not be unreasonably withheld. Owner may assign this Lease upon written notice to Service Company, as set forth above, subject to the assignee assuming all of the Owner's obligations herein. Notwithstanding anything to the contrary contained in this Lease, Service Company may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Service Company (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

31. RECORDING.

Neither Owner nor Service Company shall record this Lease without prior written consent of the other, which consent shall not be unreasonably withheld. Contemporaneous with the execution of this Lease, the parties shall execute a memorandum of this Lease in the form attached hereto as Exhibit "B" (the "Memorandum"). Service Company shall, at Service Company's expense, record the Memorandum in each County in which Well Sites

under this Lease occur. In the event of termination of this Lease (in whole or in part), Service Company shall cause a notice of such termination to be filed in the public records of the County(s) in which the termination applies.

32. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given by personal delivery, facsimile with evidence of transmission, or certified mail addressed as provided below. For the purpose of this Lease, the addresses of the parties are:

Owner: Lykes Bros. Inc.  
400 N. Tampa Street, Suite 2200  
Tampa, FL 33602  
Attn: Chief Financial Officer

Service Company: Silver Lake Utilities, Inc.  
106 SW CR 721  
Okeechobee, FL 32974  
Attn: President

Notice given by facsimile shall be deemed received when noted on the evidence of the transmission of said facsimile. Notice given by certified mail shall be deemed received when deposited in the United States mails, postage prepaid. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. If the last day for giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

33. BINDING EFFECT OF LEASE.

This Lease shall be binding upon and shall inure to the benefit of Owner, Service Company, and their respective assigns and successors by merger, consolidation, conveyance, or otherwise, subject to the limiting terms of this Lease.

34. DOCUMENTATION.

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

35. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

36. EFFECTIVE DATE.

This Lease shall become effective and binding upon Owner and Service Company at the time of execution by both parties.

37. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

Lykes Bros. Inc.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Silver Lake Utilities, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

EXHIBIT "A"

WELL SITES

EXHIBIT "B"

PREPARED BY AND RETURN TO:

Richard Chase  
Lykes Bros. Inc.  
400 North Tampa Street, Suite 2200  
Tampa, FL 33602

MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between **LYKES BROS. INC.**, a Florida corporation, with an office at 400 N. Tampa Street, Suite 2200, Tampa, Florida 33602 ("Landlord"), and **SILVER LAKE UTILITIES, INC.**, a Florida corporation, with an office at 106 SW CR 721, Okeechobee, Florida 32974 ("Tenant").

Landlord and Tenant entered into a Lease Agreement, as amended, modified or supplemented, effective as of \_\_\_\_\_, 200\_, pursuant to which Landlord agreed to lease to Tenant and Tenant agreed to rent from Landlord, approximately \_\_\_\_ acres of land located in \_\_\_\_ County, Florida, as more particularly described in Exhibit "A" annexed hereto, for the purposes of providing non-potable and potable water in connection with Tenant's certification as a water utility by the Florida Public Service Commission, and such other operations as may be approved by Landlord. The parcel identification numbers of the real property are \_\_\_\_\_  
\_\_\_\_\_, and \_\_\_\_\_.

The term of the Lease Agreement is for ninety-nine (99) years commencing upon certification of Tenant by the Florida Public Service Commission as a water utility and ending ninety-nine (99) years thereafter.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first written above.

Signed, sealed and delivered in the presence of:

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

**LYKES BROS. INC.**

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

By: \_\_\_\_\_  
Frederick Bennett  
Chief Financial Officer

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_, by Frederick Bennett, as Chief Financial Officer of Lykes Bros. Inc., a Florida corporation, who is personally known me and who did take an oath.

WITNESS my hand and official seal.

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

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

My commission expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

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

**SILVER LAKE UTILITIES, INC.**

By: \_\_\_\_\_

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

Charles P. Lykes, Jr.  
President

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_, by Charles P. Lykes, Jr., as President of Silver Lake Utilities, Inc., a Florida corporation, who is personally known me and who did take an oath.

WITNESS my hand and official seal.

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

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

My commission expires: \_\_\_\_\_





LEASE AGREEMENT

THIS LEASE is made and entered into this \_\_ day of \_\_\_\_\_, 200\_, by and between Lykes Bros. Inc., a Florida corporation ("Owner"), and Silver Lake Utilities, Inc., a Florida corporation ("Service Company").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DESCRIPTION OF THE LEASED PREMISES.

Owner is the owner of certain lands located in Glades County, State of Florida. Owner hereby leases to Service Company and Service Company leases from Owner, 50 acres of the said lands along with well sites and nonexclusive access and utility easements, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

2. USE.

The Premises may be used by the Service Company to construct, operate, and maintain potable water production and treatment facilities, wastewater treatment facilities and any reasonably necessary ancillary facilities, including, but not limited to wells, pumps, valves, piping, water mains, lift stations, gravity sewer mains, access roads, disposal facilities for onsite generated byproducts, offices and maintenance buildings (the "Facilities").

3. TERM.

This Lease shall be effective for a period of ninety-nine (99) years, beginning immediately after certification of the Service Company by the Florida Public Service Commission, and ending ninety-nine (99) years thereafter, unless sooner terminated as provided herein.

4. ROYALTY AND RENTAL PAYMENTS.

Service Company shall pay to Owner a monthly royalty of \$0.20 per thousand gallons of water withdrawn for the initial three year period, plus sales tax, all as compensation for the Service Company's right to utilize the Premises and the impact of Service Company's right to utilize and withdraw water from the Premises and the impact of such uses on Owner's other properties. Royalty payments shall be paid in arrears on or before the first of each month based upon the volume of water withdrawn through the 15<sup>th</sup> day of the preceding month.

In addition to royalties as set forth above, Service Company shall pay to Owner as rent for the Premises the sum of One Hundred Twenty Eight Thousand Two Hundred Fifty and no/100 dollars (\$128,250.00) per year, plus applicable sales tax. Rent shall be payable in advance in equal monthly installments, plus sales tax, on or before the first of each month. All payments due hereunder shall be made to Owner at Owner's address as set forth herein, or as otherwise directed in writing by Owner. Rent for any fractional month shall be prorated based upon the number of days in such month.

One Hundred and eighty (180) days prior to the end of the third year of this Lease, and within the same period prior to the end of each succeeding 3-year period, Service Company and Owner shall renegotiate the rent and periodic royalty to be paid over the next 3-year period. The purpose of renegotiating the rent and royalty is to reflect the increase in the fair value of the Premises and the right to continue to operate the Facilities over the last 3-year period. If Service Company and Owner are unable to agree on the amount of increase in the rent and royalty to be paid over the subject 3-year period, then at least one hundred and fifty (150) days prior to the commencement of the subject 3-year period, Service Company and Owner shall agree upon a qualified appraiser who will calculate the increase in the rent and royalty to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser to be used, then Service Company and Owner shall each select a qualified appraiser of its choice and make the calculations, and the average of the two appraisers shall be binding on the parties. Calculations by the appraiser or appraisers shall in either case be made and delivered to Service Company and Owner at least ninety (90) days prior to the commencement of the subject 3-year period. Neither the calculations of the appraiser or appraisers nor anything contained herein shall operate to reduce the rent or royalty below the amount of the rent or royalty in effect at the time the negotiations or calculations are conducted as set forth herein or below the then existing rent or royalty plus inflation using the compounded index percentage approved for regulated water and wastewater utilities by the Florida Public Service Commission for each intervening year since that last rent or royalty amount was set.

In addition to renegotiating the rent and royalty every 3 years as set forth above, any time that, in Owner's reasonable opinion, the impact of any local, regional, state, or federal rule, ordinance, law, or policy directly or indirectly affects Owner's use of the Premises or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near the Facilities or well sites, or as a result of activities related to the Facilities or well sites, Service Company and Owner shall renegotiate the rent. The purpose of this renegotiation shall be to reflect the diminution in value of the Premises or other lands of Owner. At anytime that Owner reasonably deems such diminution in value to have occurred, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the rent to compensate Owner for the diminution in value. If Owner and Service Company are unable to agree on a renegotiated rent, then Service Company and Owner shall agree upon a qualified appraiser who will calculate such compensation. If the parties are unable to agree upon a qualified appraiser to be used, the Owner and Service Company shall each select a qualified appraiser of its choice

to make the necessary calculations, and the average of the two appraisers shall be binding on the parties.

5. PERMITS.

Prior to constructing or operating the Facilities or servicing any customer, Service Company shall obtain, at its sole expense, unless specifically provided otherwise in this Lease, all necessary permits, certificates, and approvals necessary to construct and operate the Facilities and collect tariffs for services supplied to any customer and any other person or entity, as may be required by any governmental entity, including, without limitation, the applicable water management districts, Public Service Commission, county governments, U.S. Army Corp of Engineers, and the Department of Environmental Protection. The Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any such applications.

6. CONSTRUCTION.

Service Company has the right to erect, maintain and operate on the Premises the Facilities. In connection therewith, Service Company has the right to do all work necessary to prepare, maintain and alter the Premises for use and occupancy as Facilities. All of Service Company's construction and installation work shall be performed at Service Company's sole cost and expense, in a good and workmanlike manner in accordance with industry standards, and in accordance with all applicable laws, rules or regulations.

7. MAINTENANCE AND REPAIR.

Service Company shall be responsible for the continuous operation and maintenance of the Facilities during the term of this Lease, unless otherwise agreed in writing by Service Company and Owner. Service Company shall keep the Premises and Facilities in a neat, clean and presentable condition.

8. UTILITIES.

Service Company shall have the right to draw electricity and other utilities from the existing utilities on the Premises or obtain separate utility service from any utility company that will provide service to the Premises. Owner shall reasonably cooperate with Service Company in assisting Service Company to obtain electrical power and other utilities from the closest source. Owner shall have the right to approve the location of poles, transformers, electrical lines, or other necessary utility installations, and Owner shall not unreasonably withhold such approval. Owner shall have the right to require underground installation of utilities. Service Company shall bear all expenses incurred in connection with the installation and continued service for all electricity and other utilities it consumes in its operations. Service Company shall reimburse Owner for any costs incurred by Owner in

connection with the preparation, review, or negotiation of documents or for consultations in relation to obtaining and maintaining electrical power or other utilities for its operations.

9. INGRESS AND EGRESS.

Service Company's nonexclusive right of ingress and egress may be exercised only during the times and solely for the purposes set forth in this Lease. If county or state roads provide reasonable means of ingress and egress to the Premises, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads other than county or state roads, Service Company shall so notify Owner, and Owner shall specify existing roads or ways for ingress and egress to be used by Service Company. Owner shall make reasonable efforts to specify roads or ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease without undue interference, but Owner shall have no affirmative obligations to improve, maintain, or repair any such road for use by Service Company. In specifying roads for ingress and egress, Owner shall from time to time instruct Service Company as to specific gates to be used and procedures for locking and unlocking gates. Service Company agrees to comply with such instructions of Owner. Service Company shall be solely responsible for security on all gates used by Service Company for ingress and egress. Any roads or access ways used by Service Company shall be used by Service Company at its own risk and shall be maintained by Service Company so as to permit continued safe vehicular passage and shall be left in a condition at least as good as originally found by Service Company at the commencement of this Lease.

10. LOCKS, GATES, FENCES.

Service Company shall place no new locks on Owner's gates without the prior consent of Owner. If Owner permits Service Company to place locks on its gates, the locks shall be clearly identified to Owner and placed so that they will not prohibit access by others who have locks on the gates. Service Company shall give keys only to authorized employees. Service Company agrees that it shall immediately close and securely fasten gates or gaps in fences that are opened by Service Company and shall promptly notify Owner of any gates observed open, whether or not such were opened by someone else. No new gaps or gates shall be made in any fence without the prior consent of Owner. Service Company shall in no way tamper with, alter, or modify any of Owner's existing fences or cattle or wildlife control equipment or devices without the prior consent of Owner. In the event any fences require repair due to the negligence or other activities of Service Company, Owner shall make such repairs and Service Company shall indemnify Owner for the costs of such repair.

11. PROHIBITED ACTIVITIES.

Service Company shall not make or permit any unlawful use of the Premises or the Facilities. Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on the Premises, nor shall the Service Company take, remove, disturb, or

otherwise molest any standing timber on the Premises without the prior consent of Owner. Service Company covenants that Service Company will hold Owner harmless from all damage caused by Service Company or its agents or employees to such livestock, wildlife, or timber and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on the Premises by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on the Premises. Service Company will at no time cause any fires to be set on the Premises, except for the purposes of disposing of debris and only with the prior written consent of Owner. If Owner grants consent, Service Company shall be solely responsible for obtaining the necessary and required permits and for all expenses related thereto. If any employees, agents, or subcontractors of Service Company shall violate the provisions of this paragraph, Owner shall be entitled to require that such person or persons be prohibited from subsequently coming onto the Premises. Should Service Company fail to exercise reasonable measures to prevent such person or persons from subsequently coming onto the Premises, such act shall be deemed a default hereunder. Owner reserves all uses of the Premises not in conflict with the purposes of this Lease.

12. INSPECTION BY OWNER.

Owner or Owner's agent may at any time enter upon the Premises to view the condition thereof and to observe Service Company's operations thereon.

13. REAL ESTATE, PERSONAL PROPERTY AND INTANGIBLE TAXES.

Service Company shall pay all real estate, personal property, and intangible taxes, and all increases in real estate taxes on the Premises and Facilities accruing during the time that this Lease remains in force, whether actual payment of such taxes is made during the term of this Lease or thereafter. If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, then the parties shall make appropriate adjustments or prorations. Additionally, Owner and Service Company acknowledge and agree that the taxes imposed upon the Premises and/or Facilities and other taxes shall be computed and based on the most recently available valuations, millages, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Premises is located.

14. OTHER TAXES.

Service Company shall pay all sales taxes, if any, license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

15. WARRANTY OF TITLE.

Owner represents that it has good and marketable title to the Premises, subject only to real estate taxes not yet due and payable, matters of public record, and such other matters that do not materially interfere with Service Company's intended uses. Service Company may at any time undertake to examine, at its sole cost and expense, title to Premises. In the event that such examination of title shall result in the determination that there are title defects that are contrary to the status of title as above stated, Service Company may so notify Owner, specifying in writing such defects. Owner shall use diligent effort to remove or cure such defects in title within six months of said notice. In the event that Owner shall be unable to remove or cure such title defects within the specified time, Service Company shall have the option of either waiving said title defects or canceling this Lease. In the event that uncured title defects shall adversely affect the Premises to the extent or degree that it materially interferes with Service Company's ability to perform its obligations under the terms of this Lease, Service Company shall be entitled to cancel this Lease and receive a prorata refund of any advance rent paid on the Premises.

16. NO MECHANIC'S LIENS.

It is hereby stipulated and agreed by and between the parties hereto that from the date of the execution of this Lease by the parties and during the entire term hereof, there shall be no mechanic's lien upon Owner's interest in the Premises and in the buildings and improvements located thereon owned by Owner, arising through the act of Service Company or any person claiming under or through Service Company. The mere fact of the existence of a mechanic's lien or materialmen's lien or liens, however, shall not of itself operate as a forfeiture or termination of this Lease, provided Service Company, within thirty (30) days after the receipt by it of written notice of lien from the lienor or the recording of such notice of lien among the public records of the County which the Premises are located, shall cause the same to be canceled, released or extinguished, or the Premises released therefrom by the posting of a bond or by any other method prescribed by law, and proper evidence thereof shall be furnished to Owner, and if such lien or liens appear of record, Service Company shall cause the same to be canceled, satisfied and discharged of record, or the Premises to be released from the effect thereof as above set forth. All persons with whom Service Company may deal are put upon notice that Service Company has no power to subject Owner's interest to any claim for mechanic's or materialmen's lien claims, and all persons dealing with Service Company must look solely to the credit of Service Company and to Service Company's assets and not to Owner or Owner's assets.

17. CONDEMNATION.

In the event of any condemnation of the Premises or any part thereof, Owner shall be entitled to receive all compensation for land and improvements owned by Owner taken together with all damages to the remaining property caused by such taking. Service Company shall not be entitled to participate in or to a proportion of any award for just compensation made to Owner as a result of the taking and shall have no claim against Owner therefor. Nothing contained herein shall prevent Service Company from prosecuting a claim for, and

recovering and retaining, any award with respect to the taking of the Facilities. In the event of condemnation of the Premises or any portion thereof that interferes with the operation of the Facilities, Service Company may terminate this Lease by giving written notice to Owner within no more than forty-five (45) days following the date of condemnation. If Service Company does not terminate this Lease, then rent shall be reduced in proportion to the actual reduction or abatement of use of the Premises as a result of the taking.

18. SUBORDINATION AND NONDISTURBANCE.

Service Company agrees and acknowledges that all of Service Company's right, title and interest under this Lease is subordinate to the lien of any existing or future lender, provided that such existing or future lender has agreed in writing that, so long as Service Company complies with the terms, conditions and covenants of this Lease and performs its obligations under this Lease, such existing or future lender will take no action that will interfere with or disturb Service Company's possession or lawful use of the Premises during the term of this Lease. Upon Service Company's request, Owner agrees to obtain a nondisturbance agreement, in form and substance satisfactory to Service Company, from any existing or future lender.

19. LIMITATION OF RIGHTS.

Except for the rights given hereunder with respect to the construction, operation, and maintenance of the Facilities, Service Company shall have no interest in or ownership of the Premises or any rights to any minerals, oil, or gas therein and thereunder or any other sub-surface rights in and to the Premises.

20. INSURANCE.

Service Company shall, during the term of this Lease, at its expense, maintain in effect Commercial General Liability Insurance and Environmental Pollution Liability Insurance, with a company or companies authorized to engage in the business of general liability and environmental pollution insurance in the State of Florida and reasonably satisfactory to Owner. Each policy shall be in amounts not less than One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) Dollars general aggregate for bodily injury and property damage. Such policies of insurance shall name Owner as an additional insured. Upon Owner's request, Service Company shall provide Owner with certificates of insurance evidencing coverage required herein naming Owner as an additional insured and confirming that such coverage shall not be amended or modified without thirty (30) days prior written notice to Owner.

Service Company shall also, during the term of this Lease, at its expense, maintain in effect Workers' Compensation insurance coverage as required by law, written by an insurance company authorized and qualified to write Workers' Compensation insurance in Florida.



## 21. COMPLIANCE WITH ENVIRONMENTAL LAW REQUIREMENTS.

(a) In addition to the other agreements of Service Company contained in this Lease, Service Company will strictly comply, at its sole cost and expense, with any and all applicable federal, state and local environmental laws, rules, regulations, permits and orders affecting the Premises, whether now in effect or as may be promulgated hereafter, and as may be amended from time to time (hereinafter referred to as "Environmental Laws"), and Service Company will obtain and strictly comply with, at its sole cost and expense, all federal, state and local permits and other governmental approvals in connection with Service Company's use and occupancy of the Premises. Service Company acknowledges that Owner makes no representations, express or implied, concerning the availability or likelihood of obtaining any required permits or approvals for Service Company to conduct its business operations on the Premises.

(b) Without limiting the generality of subparagraph (a) above, Service Company, at its sole cost and expense, will strictly comply with any and all applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport, disposal and presence of any "Hazardous Materials" on the Premises without Owner's express prior written consent, which consent Owner may grant or withhold in its sole discretion. As used in this Section, the term "Hazardous Materials" shall mean any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or other pollution under any applicable Environmental Laws. Notwithstanding anything to the contrary contained herein, Owner's consent to any action by Service Company shall not operate to relieve Service Company of the obligation to comply with all of the provisions of this Section. Service Company will not permit or allow, and will take all actions necessary to avoid, the occurrence of any spills of Hazardous Materials on or off the Premises as a result of any construction on or use of the Premises. Service Company shall promptly advise Owner in writing immediately upon becoming aware of (i) the existence of any spills, releases or discharges of Hazardous Materials that occur on or onto the Premises, or off the Premises as the result of any construction on or use of the Premises, and of any existing or threatened violation of this Section; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened by any governmental authority with respect to the Premises from time to time under any applicable Environmental Laws; (iii) any and all claims made or threatened by any nongovernmental party against Service Company or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials or any violation of applicable Environmental Laws; and (iv) Service Company's discovery of any occurrence or condition on any real property adjoining or in the immediate vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Laws. Service Company acknowledges that it has inspected the Premises and has undertaken all appropriate inquiry into the present and past uses of the Premises consistent with good commercial practice to minimize potential

liability for violations of any and all Environmental Laws.

(c) Without Owner's prior written consent, Service Company shall not enter into any settlement, consent or compromise with respect to any "Environmental Claim(s)," as herein defined, provided, however, that Owner's prior consent shall not be necessary for Service Company to take any remedial action if ordered by a court of competent jurisdiction or if the presence of Hazardous Materials at the Premises poses an immediate, significant threat to the health, safety or welfare of any individual or otherwise requires an immediate remedial response. As used in this Section, "Environmental Claim(s)," shall mean any claim(s) or cause(s) of action resulting from the failure of Service Company or the Premises to comply with any Environmental Law relating to Hazardous Materials, industrial hygiene or environmental conditions. In any event, Service Company shall promptly notify Owner of any action so taken.

(d) Without limiting the generality of subparagraph (a) above, at all times during the term of this Lease, Service Company, at its sole cost and expense, shall comply with any and all applicable laws, regulations, ordinances, permits and orders regulating the type and quantity of waste that may be discharged into the Facilities, including, but not limited to, all rules, regulations, permits, and orders of the water and sewer authority having jurisdiction over the Service Company's utility operations, or its successor. Service Company agrees to limit its customers' discharges of waste into the Facilities to "Domestic Waste Water", as such term is defined by Rule 62-6.030(22) of the Florida Administrative Code, as amended from time to time, or as the term may be defined by other laws, regulations, ordinances, permits or orders presently in effect or hereafter enacted, as such laws, regulations, ordinances, permits or orders may be amended from time to time. In no event, however, shall Domestic Waste Water be construed to mean or include any "Non-Domestic Waste Water" that has undergone "Pre-treatment" as the latter term is defined in Rule 62-6.030(63) of the Florida Administrative Code or as defined by other laws, regulations, ordinances, permits or orders presently in effect or hereafter enacted, as such laws, regulations, ordinances, permits or orders may be amended from time to time.

(e) Service Company agrees that Owner and Owner's agents and independent contractors may enter and inspect the Premises or Facilities at any time, and from time to time, to verify that Service Company's operations on the Premises or in the Facilities do not violate any of the provisions of this Section and that they comply with any and all applicable Environmental Laws. Owner may obtain, from time to time, reports from licensed professional engineers or other environmental scientists with experience in environmental investigations and may require Service Company to permit such licensed professional engineers or other environmental scientists to conduct complete and thorough on-site inspections of the Premises and Facilities, including without limitation, sampling and analysis of the soil, surface water, groundwater and air, to determine whether Service Company is in compliance with the provisions of this Section and all Environmental Laws. Service Company and its agents shall cooperate with Owner and its agents in connection with the conduct of such investigations. In the event such investigations disclose that Service

Company is in default under this Section, Service Company shall, immediately upon demand, reimburse Owner for all costs and expenses of such investigations; moreover, Owner may, at its option, undertake such steps as it deems necessary to cure such default and to bring the Premises or Facilities into compliance with the terms of this Section, and Service Company shall, immediately upon demand, reimburse Owner for all costs and expenses incurred in curing such default and bringing the Premises or Facilities into compliance with the terms of this Section.

(f) Service Company shall indemnify and hold Owner harmless from and against any all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, costs, and expenses (including without limitation reasonable attorney's fees and costs at trial and all appellate levels), arising directly or indirectly from, or in any way connected with: (i) the presence, or use, generation, treatment or storage on, under or about the Premises of any Hazardous Materials on the Premises, or the disposal or release of Hazardous Materials on the Premises, whether or not expressly approved by Owner in writing, (ii) the presence of any Hazardous Materials off the Premises as the result of any use of the Premises, (iii) any violation or alleged violation of any Environmental Law including, but not limited to, violations of the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 and regulations promulgated thereunder, as the same may be amended from time to time, (iv) the costs of any necessary inspection, audit, cleanup or detoxification of the Premises under any Environmental Laws, and the preparation and implementation of any closure, remedial or other required plans, consent orders, license applications or the like, or (v) any default by Service Company under this Section. All sums paid and costs incurred by Owner with respect to any Environmental Claim or any other matter indemnified against hereunder shall be due and payable by Service Company immediately upon demand. The indemnification contained herein shall survive the termination of the leasehold estate created hereby and any assignment by Owner of its rights under this Lease.

(g) Any breach of the covenants, representations or warranties contained in this Section shall constitute a default under this Lease, and shall entitle Owner to immediately terminate this Lease. No waiver of any breach of any provision of this Section shall constitute a waiver of any preceding or succeeding breach of the same, or any other provision hereof.

## 22. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

Service Company shall not violate any laws, ordinances of the United States or the State of Florida or any governing body or any rule, regulation or order of any governmental agency, including but not limited to the U.S. Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the South Florida Water Management District, the Florida Game and Freshwater Fish Commission or any other agency applicable to the Premises or to Service Company's operations or activities thereon and

shall hold Owner harmless and indemnify Owner against any and all liabilities as a result of any such violations.

#### 23 DEFAULT.

The occurrence of one or more of the following is an event of default by Service Company: the failure of Service Company to perform any obligation for the payment of money within 15 days after the time within which the payment is to be made as provided in the section of this Lease creating the obligation; the failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, and the failure continues beyond a reasonable period of time for curing such failure to perform, after written notice thereof from Owner to Service Company, except that any breach by Service Company of the obligations set forth in Section 11 (Prohibited Activities) and Section 21 (Compliance with Environmental Law Requirements) shall be deemed a default hereunder without any notice, grace, or curative period; proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing; assignment of Service Company's property for the benefit of creditors is made; a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Service Company; Service Company's interest in the Facilities, or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; Service Company abandons the Premises; or Service Company defaults under this Agreement.

If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default.

Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

#### 24. SURRENDER OF THE PROPERTY.

Upon the termination or expiration of the tenancy created hereby, Service Company shall, if required by Owner by written notice within ninety (90) days of such termination or expiration, remove any or all of the Facilities or other structures or improvements installed by Service Company on the Premises and return the Premises to the condition that existed at the commencement of said Lease or as otherwise agreed to by Owner. In the event that Service Company does not remove the Facilities or other structure or improvements as

required by Owner, Owner shall have the right to remove said Facilities or other structure or improvements at Service Company's expense.

25. TERMINATION.

In addition to any other termination provisions set forth herein, this Lease shall terminate should Service Company or its successors no longer use the Premises as a public utility.

26. TERMINATION IN EVENT OF SALE.

In the event that Owner receives and accepts a bonafide offer to purchase its lands, which lands includes the Premises, and the potential purchaser will not purchase the lands subject to this Lease, then notwithstanding anything to the contrary contained in this Lease, Owner shall have the right to terminate this Lease upon ninety (90) days written notice to Service Company and Owner shall not be liable to Service Company for any loss, costs, expenses or damages for said termination. Owner's right of termination under this paragraph is subject to Owner providing the Service Company with a right of first refusal to purchase the lands upon the same terms and conditions as accepted by the Owner.

27. NO EXPRESS OR IMPLIED WARRANTY.

Service Company agrees that it has inspected the Premises carefully and is satisfied with its condition and accepts the Premises for lease. SERVICE COMPANY ACCEPTS THE PREMISES AS IS AND WITH ALL FAULTS. OWNER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE PREMISES, EXCEPT AS TO OWNERSHIP OF THE PREMISES. Service Company hereby waives any claim it might have against Owner for any loss, damage or expense caused by any defect, use, repair or maintenance of the Premises.

28. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of Service Company's negligence in the use or occupancy or operation of the Facilities, or any Service Company's activities on or about the Premises. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of Service Company's violation of any law, ordinance, or governmental regulation applicable to Service Company's use or occupancy of the Facilities or Service Company's activities on or about the Premises.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under the Lease of the Premises, or Owner's activities on or about the Premises. Owner's duty to indemnify shall also include indemnification from and against any fine, penalty, liability, or cost arising out of Owner's violation of any law, ordinance, or governmental regulation applicable to Owner's use or occupancy of the Premises, or Owner's activities on or about the Premises.

C. Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals. Venue for actions under this Lease shall lie in Glades County, Florida.

29. ASSIGNABILITY.

Service Company may not assign, or otherwise transfer all or any part of its interest in this Lease or in the Premises without the prior written consent of Owner, which shall not be unreasonably withheld. Owner may assign this Agreement upon written notice to Service Company, as set forth above, subject to the assignee assuming all of the Owner's obligations herein. Notwithstanding anything to the contrary contained in this Lease, Service Company may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Service Company (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

30. RECORDING.

Neither Owner nor Service Company shall record this Lease without prior written consent of the other, which consent shall not be unreasonably withheld. Contemporaneous with the execution of this Lease, the parties shall execute a memorandum of this Lease in the form attached hereto as Exhibit "B" (the "Memorandum"). Service Company shall, at Service Company's expense, record the Memorandum in the public records of Glades County, Florida. In the event of termination of this Lease (in whole or in part), Service

Company shall cause a notice of such termination to be filed in the public records of Glades County.

31 ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given by personal delivery, facsimile with evidence of transmission, certified mail, or overnight courier service, addressed as provided below. For the purpose of this Lease, the addresses of the parties are:

Owner: Lykes Bros. Inc.  
400 N. Tampa Street, Suite 2200  
Tampa, FL 33602  
Attn: Chief Financial Officer

Service Company: Silver Lake Utilities, Inc.  
106 SW CR 721  
Okeechobee, FL 32974  
Attn: President

Notice given by facsimile shall be deemed received when noted on the evidence of the transmission of said facsimile. Notice given by certified mail or overnight courier service shall be deemed received when deposited in the United States mails or with the overnight courier service, respectively, postage prepaid. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. If the last day for giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

32. BINDING EFFECT OF LEASE.

This Lease shall be binding upon and shall inure to the benefit of Owner, Service Company, and their respective assigns and successors by merger, consolidation, conveyance, or otherwise, subject to the limiting terms of this Lease.

33. DOCUMENTATION.

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

34. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

35. EFFECTIVE DATE.

This Lease shall become effective and binding upon Owner and Service Company at the time of execution by both parties.

36. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

LYKES BROS. INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

SILVER LAKE UTILITIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT "A"

PREMISES

EXHIBIT "B"

PREPARED BY AND RETURN TO:

Richard Chase  
Lykes Bros. Inc.  
400 North Tampa Street, Suite 2200  
Tampa, FL 33602

MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between **LYKES BROS. INC.**, a Florida corporation, with an office at 400 N. Tampa Street, Suite 2200, Tampa, Florida 33602 ("Landlord"), and **SILVER LAKE UTILITIES, INC.**, a Florida corporation, with an office at 106 SW CR 721, Okeechobee, Florida 32974 ("Tenant").

Landlord and Tenant entered into a Lease Agreement, as amended, modified or supplemented, effective as of \_\_\_\_\_, 200\_, pursuant to which Landlord agreed to lease to Tenant and Tenant agreed to rent from Landlord, approximately 50 acres of land along with well sites and nonexclusive access and utility easements located in Glades County, Florida, as more particularly described in Exhibit "A" annexed hereto, for the purposes of constructing, operating and maintaining potable water production and treatment facilities and wastewater treatment facilities in connection with Tenant's certification as a wastewater utility by the Florida Public Service Commission, and such other operations as may be approved by Landlord. The parcel identification numbers of the real property are \_\_\_\_\_

\_\_\_\_\_, and \_\_\_\_\_.

The term of the Lease Agreement is for ninety-nine (99) years commencing upon certification of Tenant by the Florida Public Service Commission as a water utility and ending ninety-nine (99) years thereafter.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first written above.

Signed, sealed and delivered in the presence of:

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

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

**LYKES BROS. INC.**

By: \_\_\_\_\_

Frederick Bennett  
Chief Financial Officer

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_,  
by Frederick Bennett, as Chief Financial Officer of Lykes Bros. Inc., a Florida corporation, who  
is personally known me and who did take an oath.

WITNESS my hand and official seal.

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

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

My commission expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

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

**SILVER LAKE UTILITIES, INC.**

By: \_\_\_\_\_

Charles P. Lykes, Jr.  
President

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_,  
by Charles P. Lykes, Jr., as President of Silver Lake Utilities, Inc., a Florida corporation, who is  
personally known me and who did take an oath.

WITNESS my hand and official seal.

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

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

My commission expires: \_\_\_\_\_

EXHIBIT "B"

Engineering Report

**EXHIBIT B**

**APPLICATION FOR AN INITIAL  
CERTIFICATION OF AUTHORIZATION**

**Before The**

**FLORIDA PUBLIC SERVICE COMMISSION**



**OCTOBER 24, 2006**

**ENGINEERING REPORT**

*Prepared for:*



**Silver Lake Utilities**

**SILVER LAKE UTILITIES, INC.  
106 SW COUNTY ROAD 721  
OKEECHOBEE, FLORIDA 34974**

*Prepared by:*

**JOHNSON  
ENGINEERING**

**ENGINEERS, SURVEYORS, PLANNERS AND ECOLOGISTS  
2158 Johnson Street  
Fort Myers, Florida 33901**

**SILVER LAKE UTILITIES, INC.**

**APPLICATION FOR INITIAL CERTIFICATION OF AUTHORIZATION BEFORE  
THE FLORIDA PUBLIC SERVICE COMMISSION**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Section Title</u></b>	<b><u>Page No.</u></b>
<b>1</b>	<b>INTRODUCTION FOR WATER SERVICE.....</b>	<b>1-1</b>
	1-1 Purpose.....	1-1
	1-2 Scope.....	1-1
	1-3 Overview.....	1-1
	1-4 Proposed Service Area.....	1-5
	1-5 Phasing Approach.....	1-11
<b>2</b>	<b>SLU CUSTOMER PROFILE FOR WATER SERVICE.....</b>	<b>2-1</b>
	2-1 Types of Service to be Provided.....	2-1
	2-2 Date Service to Begin.....	2-1
	2-3 Initial Customer Service.....	2-2
	2-4 Customer Growth Projections.....	2-2
<b>3</b>	<b>INITIAL POTABLE WATER FACILITIES.....</b>	<b>3-1</b>
	3-1 Background.....	3-1
	3-2 Existing Potable Water Facilities.....	3-4
	3-3 Existing Potable Water Mains.....	3-7
<b>4</b>	<b>PROPOSED POTABLE WATER FACILITIES.....</b>	<b>4-1</b>
	4-1 Introduction.....	4-1
	4-2 Proposed Potable Water Facilities.....	4-1
	4-3 Future Costs.....	4-4

5	<b>PROPOSED RAW BULK WATER FACILITIES .....</b>	5-1
	5-1 Introduction.....	5-1
	5-2 Proposed Raw Bulk Water Facilities .....	5-1
	5-3 Future Costs .....	5-2
6	<b>PROPOSED TREATED BULK WATER FACILITIES.....</b>	6-1
	6-1 Introduction.....	6-1
	6-2 Proposed Treated Bulk Water Facilities .....	6-1
	6-3 Future Costs .....	6-2
7	<b>INTRODUCTION FOR WASTEWATER SERVICE .....</b>	7-1
	7-1 Purpose.....	7-1
	7-2 Scope.....	7-1
	7-3 Overview.....	7-1
	7-4 Proposed Service Area.....	7-5
	7-5 Phasing Approach.....	7-11
8	<b>SLU WASTEWATER CUSTOMER PROFILE.....</b>	8-1
	8-1 Types of Service to be Provided .....	8-1
	8-2 Date Service to Begin .....	8-1
	8-3 Customer Growth Projections.....	8-1
9	<b>PROPOSED WASTEWATER TREATMENT FACILITIES .....</b>	9-1
	9-1 Introduction.....	9-1
	9-2 Proposed Wastewater Treatment Facilities.....	9-1
	9-3 Future Costs .....	9-5
<b>APPENDIX A</b>	<b>Facility Photographs .....</b>	A-1
<b>APPENDIX B</b>	<b>Facility Inventory .....</b>	B-1
<b>APPENDIX C</b>	<b>Lease Locations .....</b>	C-1

**SILVER LAKE UTILITIES, INC.**

**APPLICATION FOR INITIAL CERTIFICATION OF AUTHORIZATION BEFORE  
THE FLORIDA PUBLIC SERVICE COMMISSION**

**LIST OF TABLES**

<b><u>Table</u></b>	<b><u>Table Title</u></b>	<b><u>Page No.</u></b>
2-1	SLU Initial and Projected Water Use Estimates .....	2-3
2-2	SLU Potable Water Services from Groundwater .....	2-4
2-3	SLU Potable Water Services from Bulk Water Received from Seminole Tribe .....	2-5
4-1	SLU Potable Water Services for Muse Village .....	4-2
4-2	Potable Water Facilities Cost by Year .....	4-5
8-1	SLU Projected Wastewater Volume Estimates .....	8-2
9-1	SLU Wastewater Services for Muse Village .....	9-3
9-2	Wastewater Facilities Cost by Year .....	9-6



**SILVER LAKE UTILITIES, INC.**

**APPLICATION FOR INITIAL CERTIFICATION OF AUTHORIZATION BEFORE  
THE FLORIDA PUBLIC SERVICE COMMISSION**

**LIST OF FIGURES**

<b><u>Figure</u></b>	<b><u>Figure Title</u></b>	<b><u>Page No.</u></b>
1-1	SLU Water Service Area Vicinity Map.....	1-2
1-2	SLU Water Service Area Location Map.....	1-3
1-3	SLU Water Service Territory Map .....	1-10
3-1	Initial Potable Water Wells.....	3-2
3-2	Initial Bulk Water Connections .....	3-3
4-1	Proposed Development Map.....	4-3
7-1	SLU Wastewater Service Vicinity Map.....	7-3
7-2	SLU Wastewater Service Location Map.....	7-4
7-3	SLU Wastewater Service Territory Map .....	7-10
9-2	West Glades Elementary School and Muse Village Location Map.....	9-4

## *Section 1*

### **INTRODUCTION FOR WATER SERVICE**

#### **1-1 Purpose**

The purpose of this report is to provide information in support of the Florida Public Service Commission (FPSC) Application for an Initial Certificate of Authorization for Silver Lake Utilities, Inc. (SLU). This application establishes the service area and initial potable, raw bulk water and treated bulk water rates and charges for SLU. The service territory is described later in this section and consists primarily of the Lykes Bros. Ranch located in Glades and Highlands Counties. As various existing and proposed water needs exist within the service area, the creation of Silver Lake Utilities will be integral in planning for and ensuring economic and efficient water supply.

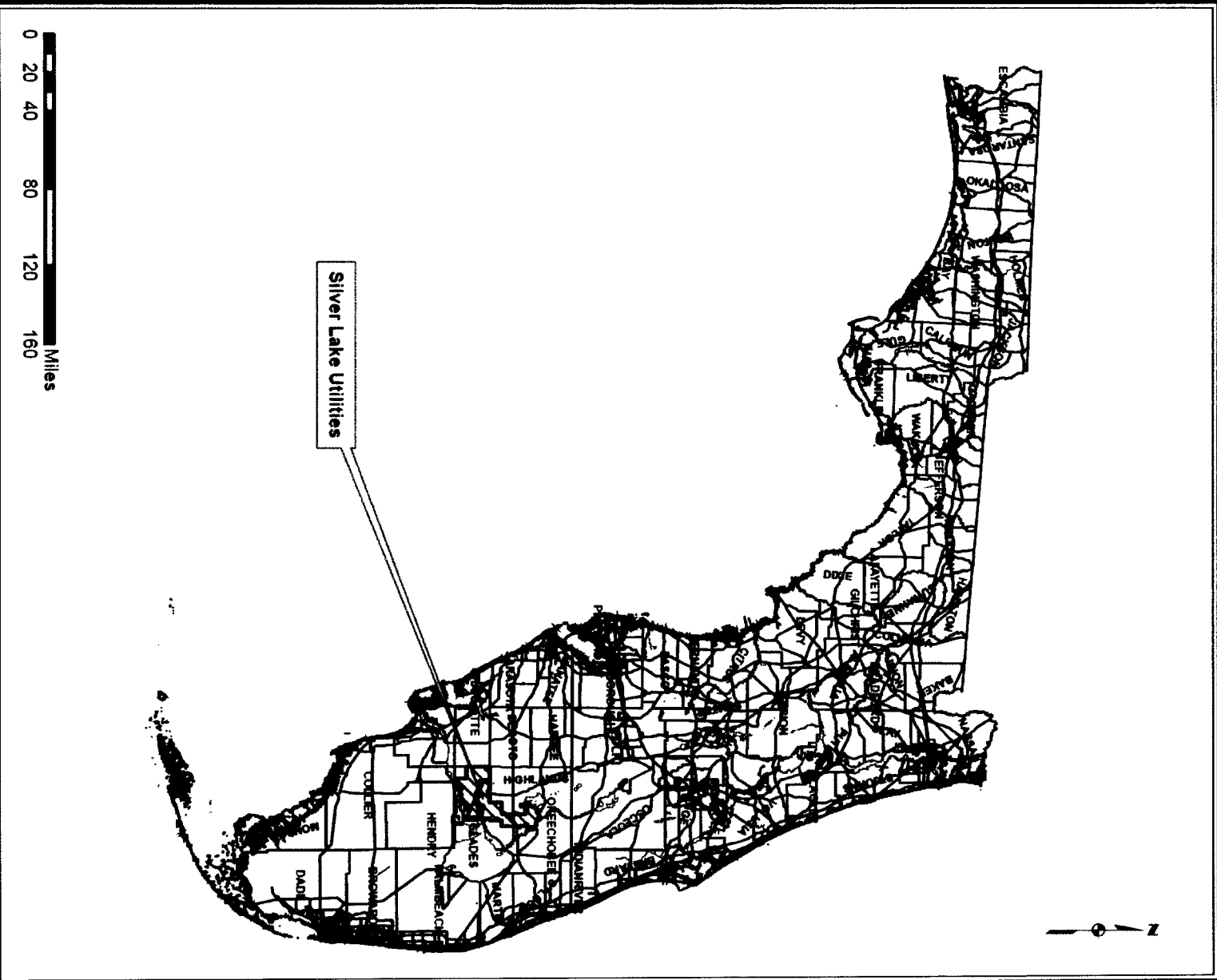
#### **1-2 Scope**

The scope of this report is specifically defined by the Florida Statutes (F.S.) and Florida Administrative Code (F.A.C.) associated with the regulation of investor owned water systems within the State of Florida. Specifically, Chapter 367 F.S. and Chapters 25-9 and 25-30 of the F.A.C. define the specific requirements necessary for the establishment of the service area and initial rates and charges. Section 2 will further detail these requirements.

#### **1-3 Overview**

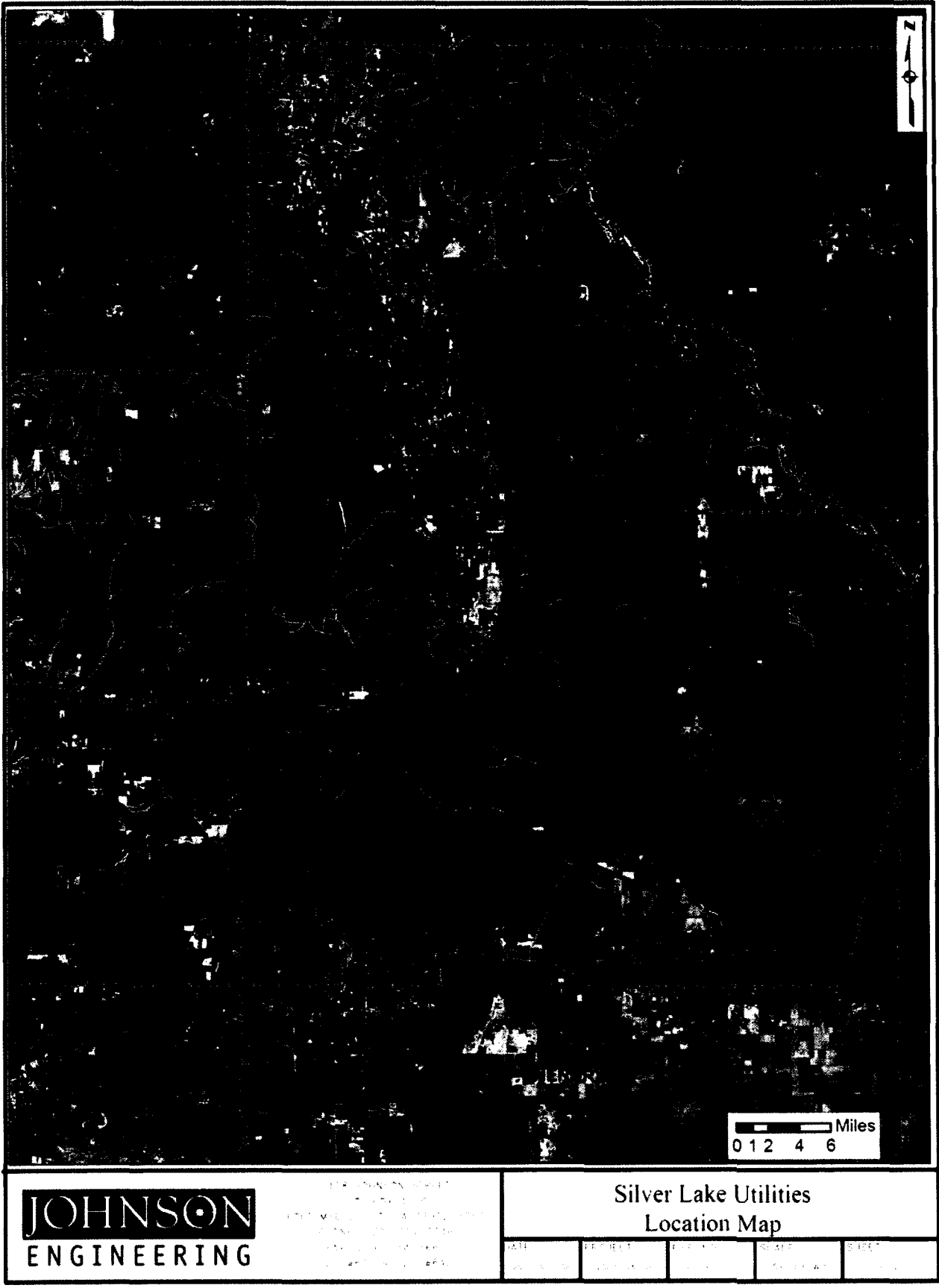
The Lykes Bros. Inc. (LBI) Ranch, as well as the proposed Muse Village development and the existing West Glades School campus, consists of approximately 350,000 acres of land located in Glades and Highlands Counties. LBI primarily uses this land for cattle ranching, citrus, timber and sugar cane production, employee housing and recreation. Figures 1-1 and 1-2 show the location of the Lykes Bros. Ranch (LBR) within central and southwest Florida.

Ranching and farming operations will continue and anticipate expansion. Residential developments, like the proposed Muse Village in Glades County, are also planned for the area. The Muse Village development is described later in Section 4. A need to establish the proposed utility exists due to the existing potable uses associated with employee housing and company offices located on the ranch property, as well as the West Glades School campus, and the proposed residential developments.



<p><b>JOHNSON ENGINEERING</b></p> <p>2159 JOHNSON STREET          P.O. BOX 1550          SALT LAKE CITY, UT 84110-1550          PHONE (333) 334-1034          FAX (333) 334-3581          E.B. #842 &amp; U.B. #843</p>		<p><b>Silver Lake Utilities</b></p> <p>Vicinity Map</p>	
DATE	PROJECT	FILE NO.	SHEET
09/02/00	2005555	00-09-20	-1
		SCALE	As Shown

Figure 1-1: SLU Water Service Area Vicinity Map



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**Silver Lake Utilities  
Location Map**

DATE	REVISION	DESCRIPTION	DESIGNER	CHECKER
10/15/10	1	ISSUED FOR PERMIT	J. SMITH	M. JONES

Figure 1-2: SLU Water Service Area Location Map

The development of bulk water rates are also proposed in order to supply raw and treated bulk water to meet demands outside of the proposed service area. Numerous areas surrounding the proposed service area will require potable and non-potable water in the near future as growth and development continues. To the extent that they do not wish to be included in the utility territory at that time, the coordination and development of SLU water resources will enable it to provide both raw and treated bulk water for these uses more efficiently than alternative water sources, particularly in areas of limited resource availability.

The proposed service area spans extensive portions of two counties, Glades and Highlands. The supply and distribution of potable and bulk water to the service area would be accomplished in the most efficient and economic manner by a single entity without reference to county boundaries.

The proposed utility will not duplicate or compete with any existing utility systems, and the accelerating growth and continuing evolution of land use in the area provide strong justification for the creation of SLU.

LBI has existed as a corporate entity since 1910 and encompasses diversified business interests ranging from agriculture to insurance. LBI has owned and operated the extensive ranch property for over 60 years, successfully managing the land to accommodate various agricultural uses and environmental considerations. LBI possesses both the management and financial capabilities to operate a utility indefinitely and to meet the anticipated capital and operating cash requirements.

## **1-4 Proposed Service Area**

The proposed service area consists of approximately 342,647 acres, as shown on Figure 1-3. The area encompasses large portions of the Lykes Bros. Ranch property and is described as follows:

### **In Highlands County, Florida**

#### **Township 35 South, Range 31 East**

*Section 34; All lying south of the center line of Istokpoga Canal*

*Section 35; All*

*Section 36; All lying south and east of the center line of Istokpoga Canal*

#### **Township 35 South, Range 32 East**

*Sections 29, 30, 31; All lying south and east of the center line of Istokpoga Canal*

*Section 32; All*

*Section 33; All lying west of Kissimmee River*

*Section 34, 35; All lying south and west of Kissimmee River*

#### **Township 36 South, Range 31 East**

*Section 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 34, 36; All*

*Section 33; The NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$*

*And all of the Unsurveyed part of Township 36 South, Range 31 East lying east of the waters of Lake Istokpoga*

#### **Township 36 South, Range 32 East**

*Section 1, 2; All lying south and west of Kissimmee River*

*Section 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35; All*

#### **Township 36 South, Range 33 East**

*Section 6; All of the West  $\frac{1}{4}$  lying south and west of Canal C-38*

*Section 7; The SW  $\frac{1}{4}$  and the West  $\frac{1}{2}$  of the NW  $\frac{1}{4}$*

*Section 17; The SW  $\frac{1}{4}$  lying south and west of the CSX R.R. ROW*

*Section 18; The West  $\frac{1}{2}$  and the SE  $\frac{1}{4}$  lying south and west of the CSX R.R. ROW*

*Section 19, 30; All*

*Section 20; The West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  lying south and west of the CSX R.R. ROW and the*

*West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  lying south and west of the CSX R.R. ROW and the South  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  lying south of the Kissimmee River*

*Section 29; All lying south of the Kissimmee River*

**Township 37 South, Range 31 East**

*Section 5; The South 1/2*

*Section 8; All*

*Section 25; The East ½*

*Section 36; The East ½*

**Township 37 South, Range 32 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 37 South, Range 33 East**

*Section 19; All*

*Section 30; The North 1/4*

**Township 38 South, Range 31 East**

*Section 25, 26; All lying south and west of the C-40 Canal ROW, less and except the West 138' thereof.*

*All of the above described lands lying in Highlands County, Florida less and except those lands described in those certain deeds recorded at Highlands County OR Book 1991, Page 1242 and OR Book 1991, Page 1264 and OR Book 1191, Page 1456 wherein Lykes Bros. Inc. was the Grantor and the South Florida Water Management District was the Grantee.*

**In Glades County, Florida**

**Township 38 South, Range 32 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 39 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 39 South, Range 32 East**

*Section 4, 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33; All*

**Township 40 South, Range 28 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 40 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36; All*

*Section 29; All less and except the North  $\frac{3}{4}$  of the West  $\frac{1}{4}$*

*Section 30; All less and except the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$*

**Township 40 South, Range 30 East**

*Section 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

*Section 4; The East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  and the South  $\frac{1}{2}$  less and except the North  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$*

*Section 5; The South  $\frac{3}{4}$  lying east of US Hwy. 27 less and except the East  $\frac{3}{4}$  of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the NE  $\frac{1}{4}$*

**Township 40 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 40 South, Range 32 East**

*Section 5, 6, 7, 8, 17, 18, 19; All*

*Section 16; The South  $\frac{1}{2}$  and the South 189.42' of the North  $\frac{1}{2}$*

*Section 20; All less and except the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and less the South  $\frac{3}{4}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$*

*Section 21; The North  $\frac{3}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the North  $\frac{1}{2}$  less and except the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and less the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  lying SE'ly of the east ROW line of the Red Barn Rd.*

*Section 29; Begin at the NW corner of said Section and run thence N 89° 32' 28" E 810.47', thence run S 02° 34' 55" W 2119.61', thence run N 78° 29' 58" W 750' MOL to the West line of said Section, thence run N'ly along said West line to the point of Beginning.*

*Section 30; All lying north of the south line of the L-50 Tie Back Levee*

**Township 41 South, Range 28 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*



**Township 41 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 30 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 29, 30, 31, 32, 33; All*

*Section 25, 26; All lying north of the north line of the SCFE R.R. ROW*

*Section 27; All less and except the South  $\frac{1}{4}$  lying east of the west ROW line of US Hwy. 27*

**Township 41 South, Range 32 East**

*Section 4, 9, 16, 21, 28; All lying West of the 1918 Merriam Meander Line of Lake Okeechobee*

*Section 5, 6, 7, 8, 17, 18, 19, 20, 29; All*

*Section 30, 31, 32, 33; All lying north of the north line of the SCFE R.R. ROW*

**Township 42 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 29, 30; All*

*Section 23; All less the East 292' of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$*

*Section 24; The S  $\frac{3}{4}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$*

*Section 26; The North  $\frac{1}{2}$  less and except the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$*

*Section 27; All less and except the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  and less the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$*

*Section 28; All less and except the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$*

**Township 42 South, Range 30 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 18; All*

*Section 13; All lying north of the SR 78 ROW less and except the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$*

*Section 14; The North  $\frac{1}{2}$*

*Section 15; All lying north of the SR 78 ROW less and except the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and less the West 170' of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$*

*Section 16; The West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the North  $\frac{3}{4}$  less and except the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and less the East  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$*

**Township 42 South, Range 31 East**

*Section 4; The North ½*

*Section 5; The North ½ and the North ¾ of the West ½ of the NE ¼ of the SW ¼ and the North ¾ of the NW ¼ of the SW ¼ and the South ½ of the SW ¼ of the NW ¼ of the SW ¼ and the NW ¼ of the SW ¼ of the SW ¼*

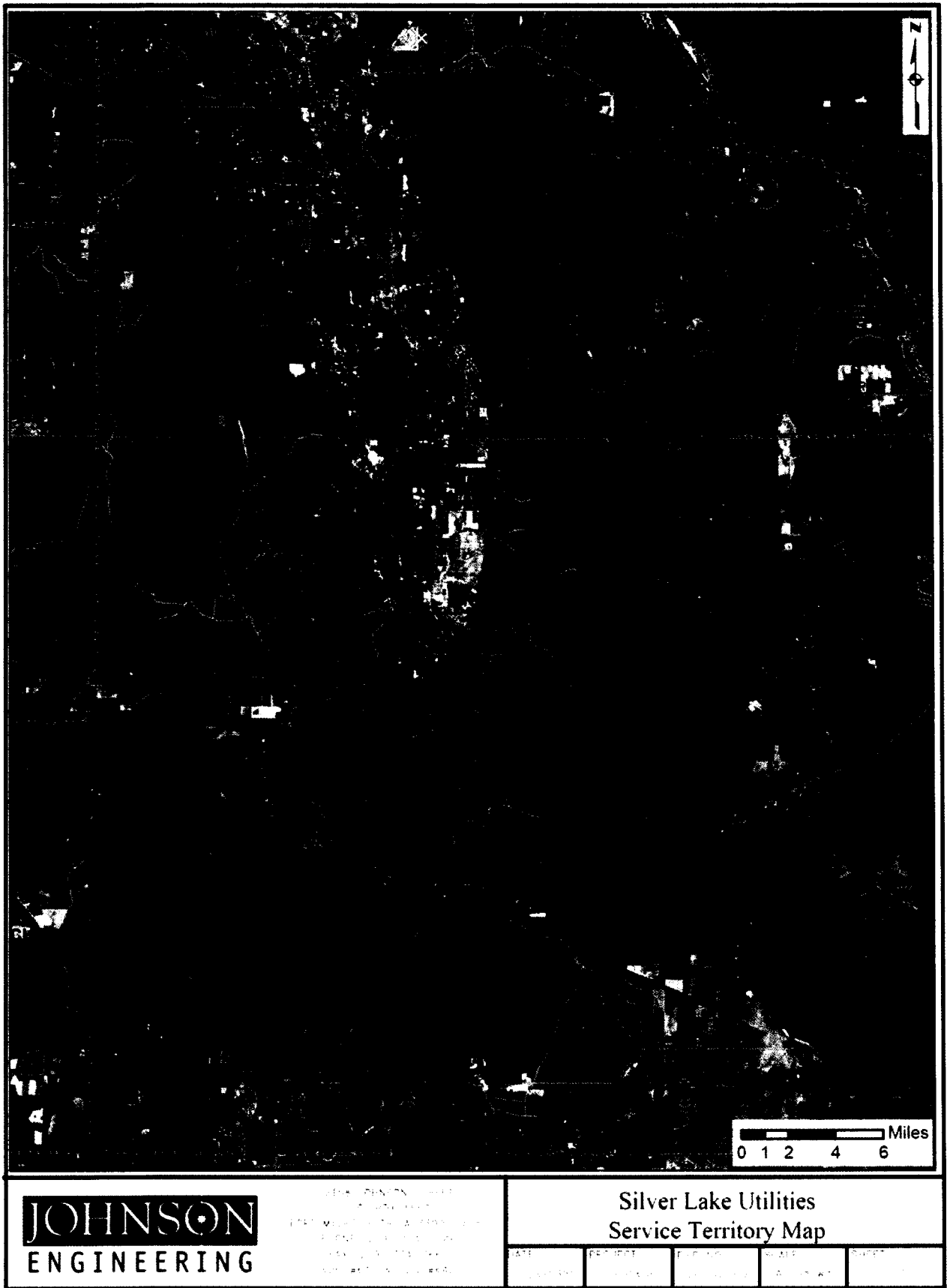
*Section 6; All*

*Section 7; The North ½ of the NW ¼*

**Township 42 South, Range 32 East**

*Section 4; All lying north of the north line of the SCFE R.R. ROW*

*All of the above described lands lying in Glades County, Florida less and except those lands described in those certain deeds recorded at Glades County OR Book 200, Page 0001 and OR Book 200, Page 0083 wherein Lykes Bros. Inc. was the Grantor and the Board of Trustees of The Internal Improvement Trust Fund of The State of Florida was the Grantee.*



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WWW.JE-ENGINEERING.COM

**Silver Lake Utilities  
Service Territory Map**

DATE	REVISION	DESCRIPTION	SCALE	SHEET
10/15/10	1	ISSUED FOR PERMITTING	AS SHOWN	1

**Figure 1-3: SLU Water Service Territory Map**

The proposed service area contains numerous potable water supply facilities, including four public water supply systems currently or formerly permitted by the Florida Department of Environmental Protection (FDEP), several smaller systems permitted by the Department of Health (DOH), and a water treatment plant owned by the Seminole Indian Tribe on land leased from LBI, which provides potable bulk water to several LBI-owned houses and offices.

#### **1-5 Phasing Approach**

The communities and developments described in Section 4 will be constructed on a phased basis over the period of 15 to 20 years. Figure 4-1 illustrates the proposed development areas.

The first phase will involve providing potable water to Muse Village, located in southern Glades County, around 2008 or sometime shortly thereafter. Muse Village will consist of approximately 3,500 residential units and 150,000 square feet of office and retail space over 1,273 acres of the prime development tract, and is projected to reach build-out over the next 15 to 20 years. The community will require potable water.

Photographs taken of existing facilities and areas of proposed improvements have been included in Appendix A to assist in orienting FPSC commissioners and staff. A table of contents for the photographs is listed on page A-2. This document refers to these photographs throughout the text.

To minimize the number of unnecessary capital facilities, and thereby rates to customers, the utility generally will not acquire water sources or construct facilities until it is required to serve an area under development.

## *Section 2*

### **SLU CUSTOMER PROFILE FOR WATER SERVICE**

#### **2-1 Types of Service to be Provided**

SLU will provide three types of water service to customers within the proposed service area. The types of service will be potable service for the various dwelling units, offices, barns and shops on LBR property and for the West Glades School campus, and treated and raw bulk water service suitable for subsequent use by large volume customers inside or outside of the proposed service area. It is also proposed to provide both raw and treated bulk water to neighboring water utilities in need of additional water supply.

The potable supply will consist of pumping groundwater from wells at various locations and treating the water with various combinations of membranes, aeration, chlorination, etc., if necessary, before delivering it to customers. Meters will be installed at these facilities, if they do not currently exist, in order to provide an accurate account of water consumption. SLU will enter into a long-term lease with LBI for the land surrounding these water supply facilities. Legal descriptions for these facilities are included as Appendix D.

The raw bulk water service will consist of pumping groundwater from wells and delivering it to the customers in need of such water. The treated bulk water service will consist of pumping groundwater from wells, treating it to potable water standards, and delivering it to the entity in need of such water. It is anticipated that nearby water utilities will need additional bulk water supply in the near future. SLU proposes to construct supply facilities capable of providing an initial phase capacity of 0.5 million gallons of raw water per day (MGD) upon reaching an agreement with a customer. The bulk water supply system will undergo expansion as the need for additional capacity develops.

Any additional potable or bulk water supply facilities required to serve SLU or future customers will be financed by SLU or the appropriate receiving entity. The treated or raw bulk water produced by these facilities will be billed to these customers based on the FPSC-approved rates.

#### **2-2 Date Service to Begin**

SLU will begin providing potable water service for compensation immediately after final approval of the water service rates by the FPSC. SLU will begin providing raw and/or treated bulk water for compensation as the need arises.

The sections that follow provide an engineering estimate of the cost of constructing the facilities necessary to provide potable, and raw and treated bulk water supply. The water rates will be based on these engineering estimates. Additional facilities will be constructed when the need for additional water supply is realized.

### **2-3 Initial Customer Service**

Potable water service is currently provided to residential dwellings, offices, shops and barns, which is detailed later in this document. Upon certification by the FPSC, SLU will also assume the potable water supply for the West Glades School campus. Table 2-1 shows the initial and projected water use estimates for potable water service.

Table 2-2 lists the number of equivalent residential connections (ERCs) for potable service from groundwater by meter size and customer class. A water usage ERC is defined as 250 GPD for the purposes of this report. Table 2-3 lists the number of equivalent residential connections (ERCs) for potable service from bulk water received from the Seminole Tribe by meter size and customer class. It is anticipated that nearby water utilities and residential communities will need additional raw and treated bulk water in the future. The applicant proposes to construct facilities to provide a first phase capacity of 0.5 MGD of raw water, which equates to approximately 0.35 MGD of treated water, when an agreement has been reached with a customer. This volume of water corresponds to approximately 2,000 ERCs.

### **2-4 Customer Growth Projections**

The estimated customer growth projections for potable water service are constant, as provided in Table 2-1. SLU has projected that potable water service to Muse Village will require the construction of additional supply facilities around 2008. SLU has not projected any additional facilities to meet the demands of the existing service.

The growth in raw and treated bulk water service will begin at some point in the future as the need develops. SLU will plan the addition of production facilities based on agreements signed between SLU and bulk water customers.

**Table 2-1:**

**SLU Initial and Projected Water Use Estimates**

Year	Potable Water		Bulk Raw Water		Bulk Treated Water		Total ERC <sup>2</sup>
	GPD <sup>1</sup>	ERC <sup>2</sup>	GPD	ERC <sup>2</sup>	GPD	ERC <sup>2</sup>	
<i>Existing Water Use</i>							
<b>2006</b>	57,000	228	0	0	0	0	<b>228</b>
<b>2007</b>	57,000	228	0	0	0	0	<b>228</b>
<i>Phase I</i>							
<b>2008</b>	112,915	452	500,000	2,000	350,000	1,400	<b>3,852</b>
<b>2009</b>	162,430	650	500,000	2,000	350,000	1,400	<b>4,050</b>
<b>2010</b>	211,945	848	500,000	2,000	350,000	1,400	<b>4,248</b>
<i>Phase II</i>							
<b>2011</b>	261,460	1,046	500,000	2,000	350,000	1,400	<b>4,446</b>
<b>2012</b>	310,975	1,244	500,000	2,000	350,000	1,400	<b>4,644</b>
<b>2013</b>	360,490	1,442	500,000	2,000	350,000	1,400	<b>4,842</b>
<b>2014</b>	410,005	1,640	500,000	2,000	350,000	1,400	<b>5,040</b>
<i>Phase III (Ending 2017)</i>							
<b>2015</b>	459,520	1,838	500,000	2,000	350,000	1,400	<b>5,238</b>

1 Potable usage assumes 200 residential units added annually at 250 GPD each for single family residences (70%) and 200 GPD each for multi-family residences (30%) plus 1,762 GPD added annually for PWS demands associated with commercial space

2 ERCs based on 250 GPD/ERC

Table 2-2:

Existing SLU Potable Water Services from Groundwater

Facility	Map Designation	Number of Meters	Meter Size	Factored ERCs	Use Type
Wild Island	W-3-36-31	2	1"	5.5	Comm/Res
Iron Pens	W-10-36-31	2	1"	7	Res/Ag
Boat Ramp Nursery	W-33-35-32	3	1.5"	19.5	Comm/Res
Buckhorn Housing	W-3-36-32-A	20	1"	23	Res
Basinger Grove Shop	W-3-36-32-B	2	2"	16	Comm
Basinger Grove Barn 1	W-12-36-31	2	1.5"	10	Comm/Res
Basinger Grove Barn 3	W-5-36-32	2	1.5"	10	Comm/Res
Basinger Grove Barn 4	W-16-36-32	2	1.5"	10	Comm/Res
Basinger Grove Barn 10	W-30-36-33	4	1.5"	13.5	Comm/Res
Boar Hammock	W-21-41-31-B	3	1"	7.5	Comm/Res
Moorehaven House N	W-4-42-32-A	1	3/4"	1	Res
Moorehaven House S	W-4-42-32-B	1	3/4"	1	Res
Moorehaven Office	W-4-42-32-C	1	3/4"	1	Comm
North Island	W-17-41-30	3	1.5"	19.5	Comm/Res
Silver Lake West	W-35-41-28-A	1	3/4"	2	Comm
Silver Lake East	W-35-41-28-B	1	3/4"	2	Comm
Lakeport House 1	W-20-40-32-A	1	3/4"	1	Res
Lakeport House 2	W-20-40-32-B	1	3/4"	1	Res
Employee House 1	W-29-35-32	1	3/4"	1	Res
Employee House 2	W-21-41-31-A	1	3/4"	1	Res
Employee House 3	W-19-41-31	1	3/4"	1	Res
Employee House 4	W-21-40-28	1	3/4"	1	Res
<b>Total Monthly ERCs</b>				<b>154.5</b>	
<b>Total Annualized Factored ERCs</b>				<b>1,854</b>	

Ag = Agricultural

Comm = Commercial

Inst = Institutional

Res = Residential



**Table 2-3:**

**Existing SLU Potable Water Services from Bulk Water  
Received from Seminole Tribe**

<b>Facility</b>	<b>Map Designation</b>	<b>Number of Meters</b>	<b>Meter Size</b>	<b>Factored ERCs</b>	<b>Use Type</b>
Brighton Office	BWC-35-37-32-A	4	5/8-4"	40.5	Res/Comm
County Line House	BWC-35-37-32-B	1	3/4"	1	Res
Brighton Grove 1 & 2	BWC-2-38-32-A	5	1"	8.5	Res/Comm
7-L House	BWC-2-38-32-B	1	3/4"	1	Res
Bullhead Grade	BWC-23-38-32	20	1"	20	Res/Comm
Employee House 5	BWC-26-38-32	1	3/4"	1	Res
Employee House 6	BWC-11-38-32	1	3/4"	1	Res
<b>Total Monthly ERCs</b>				<b>73</b>	
<b>Total Annualized Factored ERCs</b>				<b>876</b>	

### *Section 3*

## **INITIAL POTABLE WATER FACILITIES**

### **3-1 Background**

SLU currently controls several potable water supply facilities within the proposed service area. Appendix B contains a facility inventory. The following lists the locations where these facilities exist and the associated map designations:

1. Wild Island (W-3-36-31)
2. Iron Pens (W-10-36-31)
3. Boat Ramp Nursery (W-33-35-32)
4. Buckhorn Housing (W-3-36-32-A)
5. Basinger Grove Shop (W-3-36-32-B)
6. Basinger Grove Barn 1 (W-12-36-31)
7. Basinger Grove Barn 3 (W-5-36-32)
8. Basinger Grove Barn 4 (W-16-36-32)
9. Basinger Grove Barn 10 (W-30-36-33)
10. Boar Hammock (W-21-41-31-B)
11. Moore Haven Cane Farm House N (W-4-42-32-A)
12. Moore Haven Cane Farm House S (W-4-42-32-B)
13. Moore Haven Cane Farm Office (W-4-42-32-C)
14. North Island (W-17-41-30)
15. Silver Lake West (W-35-41-28-A)
16. Silver Lake East (W-35-41-28-B)
17. Lakeport House 1 (W-20-40-32-A)
18. Lakeport House 2 (W-20-40-32-B)
19. Employee House 1 (W-29-35-32)
20. Employee House 2 (W-21-41-31-A)
21. Employee House 3 (W-19-41-31)
22. Employee House 4 (W-21-40-28)

In addition to directly supplying potable water to users within the proposed service area, SLU also maintains connections to the Seminole Tribe water plant mainline at the locations listed below:

1. Brighton Office (BWC-35-37-32-A)
2. County Line House (BWC-35-37-32-B)
3. Brighton Grove 1 & 2 (BWC-2-38-32-A)
4. 7-L House (BWC-2-38-32-B)
5. Bullhead Grade (BWC-23-38-32)
6. Employee House 5 (BWC-26-38-32)
7. Employee House 6 (BWC-11-38-32)

Figures 3-1 and 3-2 show the locations of these facilities with the proposed service area. A copy of the lease locations for the existing well systems has been included as Appendix C.

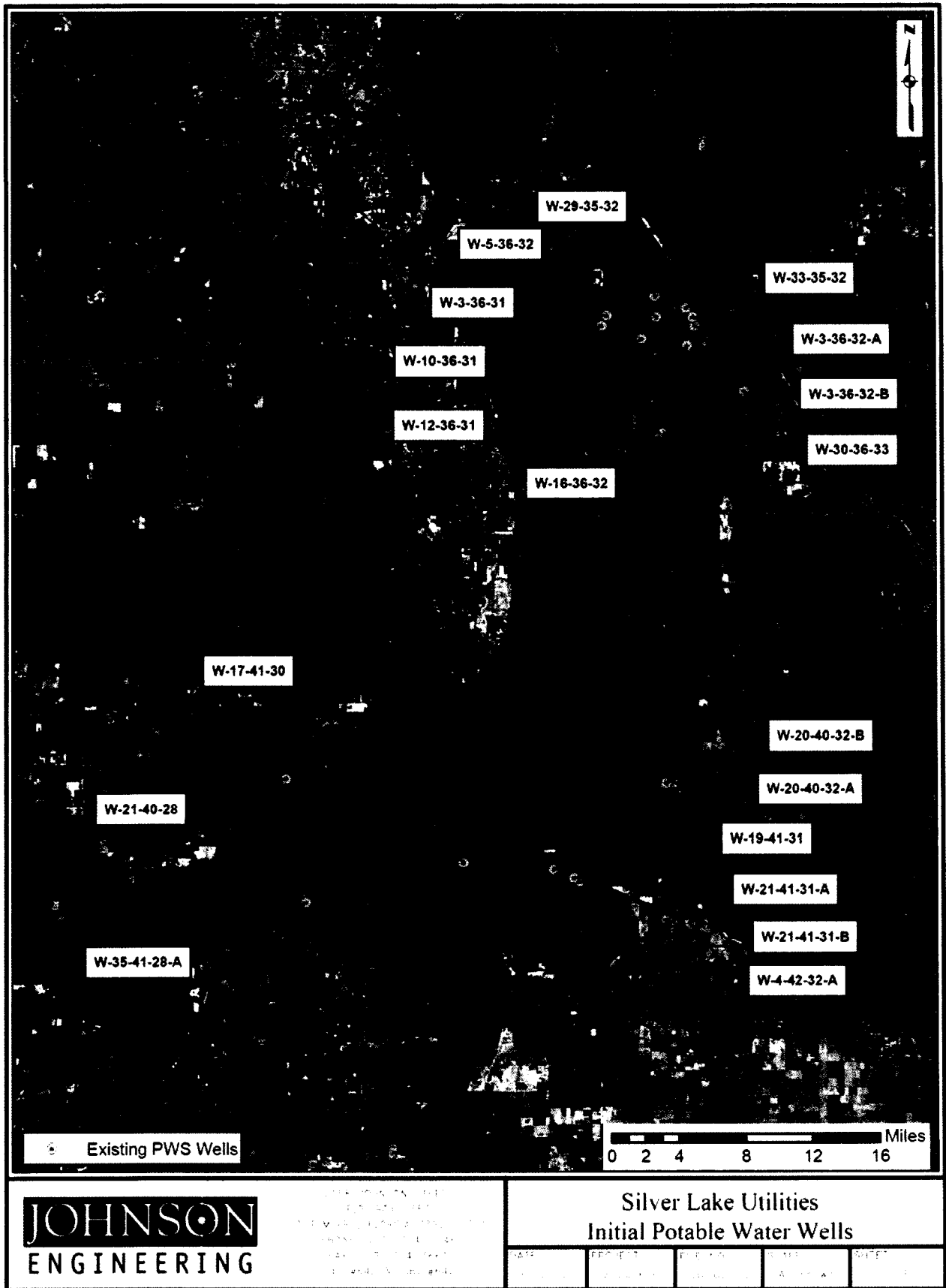


Figure 3-1: Initial Potable Water Wells

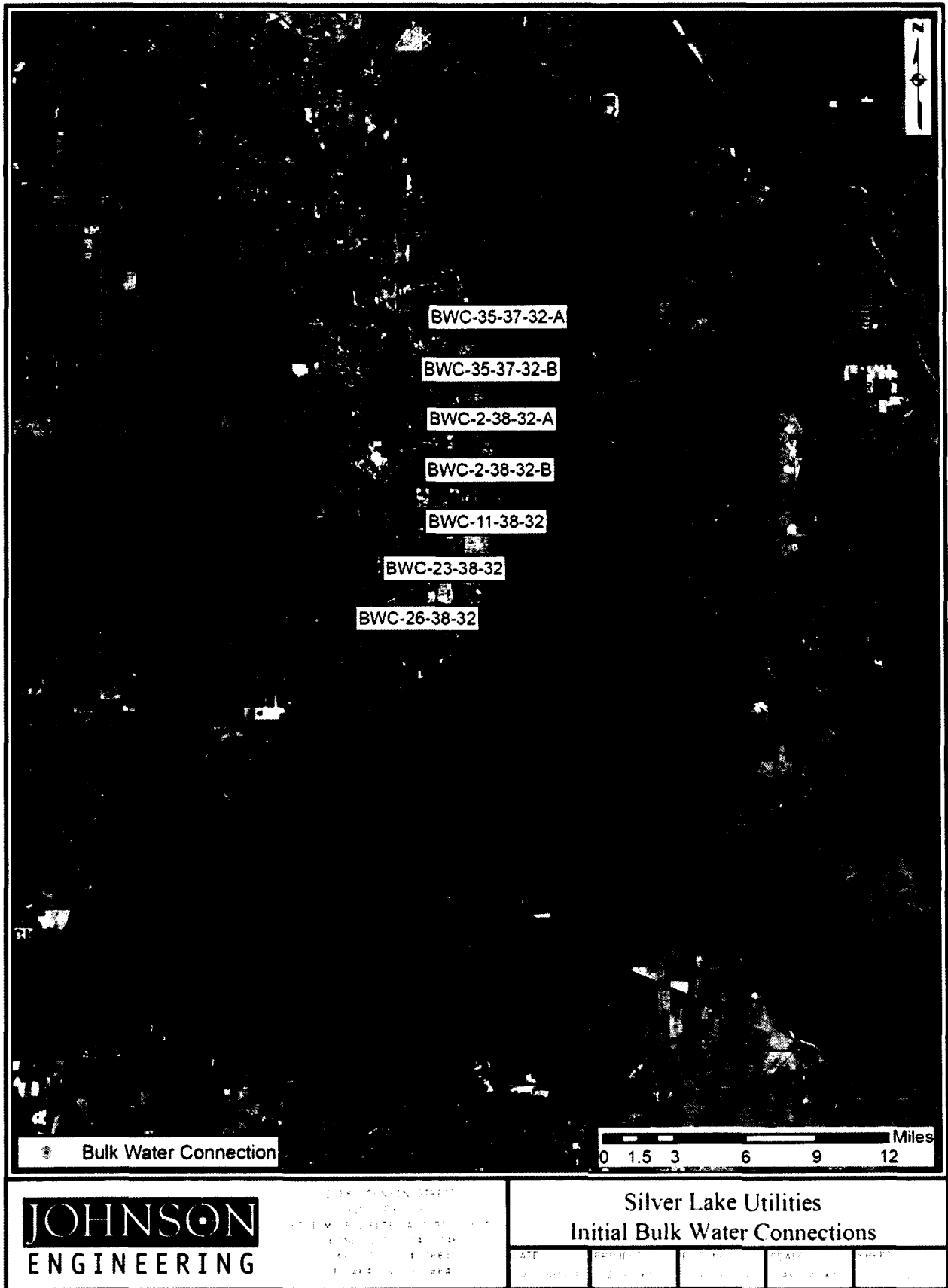


Figure 3-2: Initial Bulk Water Connections

### 3-2 Existing Potable Water Facilities

The existing potable water facilities listed above at locations 3 and 9 primarily consist of an Upper Floridan aquifer well, submersible pump, flow meter, pressure tank, distribution lines and chlorinator. See Appendix A for photos of typical potable water facilities utilized at these locations.

The existing potable water facilities at locations 4 and 5 primarily consist of a Surficial aquifer well, submersible pump, flow meter, pressure tank, distribution lines and chlorinator. The remaining facilities in the first list primarily consist of 4-inch diameter or smaller Surficial aquifer wells, submersible or centrifugal pumps, tanks, distribution lines, and in some cases a chlorinator and/or aerator and/or filter.

The Upper Floridan, Sandstone and Surficial aquifers, as well as other aquifers underlying the proposed service area, have adequate water quality throughout much of the territory and hydraulic properties suitable for providing enough water to meet the existing and anticipated needs.

Appendix A contains photographs of the following potable water facility locations.

The ***Boat Ramp Nursery*** provides all of the young trees for 22,000 acres of LBI-owned citrus groves in central Florida. The portions of the facility serviced with potable water consist of a maintenance barn and two single-family residences, composing a service population of 48. This potable water supply system, as described above, has been permitted by the FDEP since 1993 (#WC28-230920). The cost for water treatment chemicals at this location is estimated at \$1,000 per year. The annual operation and maintenance (O&M) cost is approximately \$9,000, of which \$1,000 pays for electricity, \$5,000 for salaries and wages, \$2,000 for testing and monitoring, and the remainder for miscellaneous supply and minor repair costs. SLU plans to lease the land around the well and treatment site from LBI for \$1,000 annually. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site, with the lease terms being re-negotiated at three year increments.

***Barn 10*** has a potable water system nearly identical to that of the Boat Ramp Nursery. The Barn 10 site consists of a maintenance barn and three employee houses, serving a population of up to 32. The system was originally permitted for service for up to 16 employee houses by the FDEP under permit WC28-234343. The FDEP permit has since been allowed to expire, as the smaller-than-anticipated population no longer requires an FDEP permit. The cost for water treatment chemicals at this location is estimated at \$1,000. The annual O&M cost is approximately \$9,000, of which \$1,000 pays for electricity, \$5,000 for salaries and wages, \$2,000 for testing and monitoring, and the remainder for miscellaneous supply and minor repair costs. SLU plans to lease the land around the well and treatment site from LBI for \$1,000 annually. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site, with the lease terms being re-negotiated at three year increments.

The ***Basinger Grove Shop*** facility serves an office and two maintenance shops with a total population of up to 40. This potable water supply system was originally permitted

by the FDEP in 1993 (WC28-186111) but has since been allowed to expire and is now registered with the DOH. The cost for water treatment chemicals at this location is estimated at \$1,000. The annual O&M cost is approximately \$8,750, of which \$750 pays for electricity, \$5,000 for salaries and wages, \$2,000 for testing and monitoring, and the remainder for miscellaneous supply and minor repair costs. SLU plans to lease the land around the well and treatment site from LBI for \$1,000 annually. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site, with the lease terms being re-negotiated at three year increments.

A potable water facility similar to that for the Basinger Grove Shop serves the **Buckhorn Housing** site. The Buckhorn Housing site contains 20 employee houses, for a total population of approximately 70. This facility has held an FDEP permit (#WC28-180226) since 1993. The annual O&M cost is approximately \$10,000, of which \$1,000 pays for electricity, \$5,000 for salaries and wages, \$2,000 for testing and monitoring, and the remainder for chemical and minor repair costs. SLU plans to lease the land around the well and treatment site from LBI for \$1,000 annually. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site, with the lease terms being re-negotiated at three year increments.

Smaller systems with small diameter Surficial aquifer wells and no treatment system include: **Wild Island** serving one house and one barn with a population of 14, **Iron Pens** serving two houses and one barn with a population of eight, **Boar Hammock** serving two houses and one barn with a population of 18, **Moorehaven Cane Farm Office** serving one office with a population of three, and **Silver Lake West** and **East**, each serving one office with a population of four. Systems utilizing small diameter Surficial aquifer wells with chlorination include **Barns 1, 3** and **4**, which each serve one house and one barn with a population of 24 apiece, and **North Island**, which serves two houses, one office and one shop with a total combined population of 48.

Strictly residential systems utilizing small diameter Surficial aquifer wells with no treatment include **Moorehaven Cane Farm House North** and **South**, **Lakeport House 1** and **2**, and **Employee Houses 3** and **4**. Similar residential systems utilizing various treatment methods include **Employee House 1**, which utilizes chlorination and filtration, and **Employee House 2**, which utilizes aeration. Each of these systems serves one house with a population of four.

For each smaller system described above, SLU plans to lease the land around the well and treatment site from LBI for \$1,000 annually. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site, with the lease terms being re-negotiated at three year increments.

A connection to the Seminole Tribe water treatment plant serves the **Bullhead Grade** site, which consists of 15 employee houses, an office, a shop and three grove barns with a population of 70. This connection has existed since 1993. The cost of operating and maintaining the connection and distribution lines is approximately \$6,500, of which \$5,000 pays for salaries and wages, \$500 for testing and monitoring, and the remainder for chemical and minor repair costs. SLU will continue to receive bulk water from the Seminole Tribe.

The *Brighton Office* site is also served by a connection to the Seminole Tribe water treatment plant. This site consists of one office, a shop, Brighton Baptist Church and a pastor's house, for a total population of 100. This connection has existed since 1972. The cost of operating and maintaining the connection and distribution lines is approximately \$6,500, of which \$5,000 pays for salaries and wages, \$500 for testing and monitoring, and the remainder for chemical and minor repair costs. SLU will continue to receive bulk water from the Seminole Tribe.

Connections to the Seminole Tribe water treatment plant also serve smaller users, such as *Brighton Grove 1 & 2*, which consists of four houses and one barn with a population of 20. Residential connections include *County Line House*, *7-L House*, and *Employee Houses 5* and *6*. Each of these one-inch diameter mainline connections serves one house with a population of four. SLU will continue to receive bulk water from the Seminole Tribe to serve these customers.

Every connection to a water source, whether groundwater or the Seminole Tribe water treatment plant mainline, will be metered. Installing meters on each facility or dwelling will cost approximately \$300 per connection.

### **3-3 Existing Potable Water Transmission and Distribution Mains**

SLU owns the transmission and distribution mains associated with locations 1 through 22 listed above served by wells. Basinger Grove Shop, Buckhorn Housing, the Boat Ramp Nursery and Barn 10 are served by three-inch diameter mains totaling 8,948 feet, and 3,372 feet of main two-inch diameter or smaller. One- to two-inch diameter mains serve the remaining locations.

In addition, SLU owns six connections and distribution mains from the mainline running from the Seminole Tribe water treatment plant along County Road 721. The main serving Bullhead Grade consists of 15,500 feet of six-inch diameter pipe and 9,200 feet of four-inch pipe. The Brighton Office connection consists of 15,500 feet of 6-inch diameter pipe, 9,200 feet of 4-inch diameter pipe and 200 feet of 2-inch diameter pipe. The remaining residential connections total 250 feet of one-inch diameter pipe.



## *Section 4*

### **PROPOSED POTABLE WATER FACILITIES**

#### **4-1 Introduction**

As described above, SLU currently provides potable water service via several existing facilities, in addition to purchasing bulk potable water from the Seminole Tribe. SLU plans to continue this service in the future and expand service to future developments within the proposed service area, such as the West Glades School campus and the Muse Village development.

#### **4-2 Proposed Potable Water Facilities**

Muse Village is a proposed residential development within the proposed service area. Figure 4.1 shows the location of the Muse Village project. Muse Village will initially consist of approximately 3,500 residential units plus 75,000 square feet of office space and 75,000 square feet of retail space over 1,273 acres. Public facilities may include medical, educational and community uses, such as government offices, churches, libraries, park, etc. Muse Village may eventually grow to 7,000 residential units over 3,000 to 4,000 acres. Muse Village is projected to grow at a rate of 200 residential units per year, reaching build-out within 15 to 20 years. Construction is expected to begin on Muse Village by 2008. The system will also serve West Glades School, which currently has 450 students, faculty and staff, and is expected to triple in size in the next 15-20 years due to the addition of a middle school and high school. The school requires 6,400 GPD currently, which will grow to 19,200 GPD at build-out.

Muse Village will require a potable water wellfield and water treatment plant capable of supplying at least 860,000 GPD at build-out to an equivalent of 3,440 ERCs. Potable water demands will increase by approximately 48,750 GPD annually. Service will begin upon completion of the initial facilities and as the need arises. As need for additional capacity is realized, SLU will construct the necessary facilities to meet the demands. Water treatment plant construction will consist of three phases starting at 350,000 GPD and increasing to 700,000 and 1,310,000 GPD in 3 and 8 years, respectively. The wellfield will likely consist of three Floridan aquifer wells, in which case the treatment plant will be a low pressure brackish water reverse osmosis facility. A deep injection well will be required to dispose of the RO concentrate concentrate. Each residential dwelling and commercial unit will be equipped with a meter sized according to the projected demand of the unit. This will cost approximately \$300 per residence.

A new residential development of such a scale requires a centralized system in order to meet a rapidly growing new demand while properly managing water resources in an area of limited availability. The use of individual domestic wells to serve each residence would not be practical due to the number of planned units and the lack of a shallow, high-yield aquifer of potable water quality in the area. A centralized wellfield and distribution system will allow the Muse Village development to extract water from deep, high-yield, brackish water sources, or a combination of various sources, to an extent not economically feasible for individual home owners. A centralized facility will provide a

single location for water quality control, maintenance and treatment of potable water. A centralized distribution system will enable more economical and efficient servicing of the development.

**Table 4-1: SLU Potable Water Services for Muse Village**

<b>Year</b>	<b>Single Family Units</b>	<b>Multi-Family Units</b>	<b>Total Units</b>	<b>Average Usage (GPD)<sup>3</sup></b>	<b>Ave. Day Plant Capacity (GPD)</b>	<b>Max Day Plant Capacity (GPD)</b>
<b><i>Phase I</i></b>						
2008	140	60	200	55,915	233,333	350,000
2009	280	120	400	105,430	233,333	350,000
2010	420	180	600	154,945	233,333	350,000
<b><i>Phase II</i></b>						
2011	560	240	800	204,460	466,667	700,000
2012	700	300	1,000	253,975	466,667	700,000
2013	840	360	1,200	303,490	466,667	700,000
2014	980	420	1,400	353,005	466,667	700,000
2015	1,120	480	1,600	402,520	466,667	700,000
<b><i>Phase III</i></b>						
2016	1,260	540	1,800	452,035	873,333	1,310,000
2017	1,400	600	2,000	501,550	873,333	1,310,000
2018	1,540	660	2,200	551,065	873,333	1,310,000
2019	1,680	720	2,400	600,580	873,333	1,310,000
2020	1,820	780	2,600	650,095	873,333	1,310,000
2021	1,960	840	2,800	699,610	873,333	1,310,000
2022	2,100	900	3,000	749,125	873,333	1,310,000
2023	2,240	960	3,200	798,640	873,333	1,310,000
2024	2,380	1,020	3,400	848,155	873,333	1,310,000
2025	2,450	1,050	3,500	859,735	873,333	1,310,000

<sup>3</sup> Potable usage assumes 200 residential units added annually at 250 GPD each for single family residences (70%) and 200 GPD each for multi-family residences (30%) plus 1,762 GPD added annually for PWS demands associated with commercial space. Usage also assumes 6,400 GPD associated with West Glades School initially and increasing by 753 GPD annually thereafter.

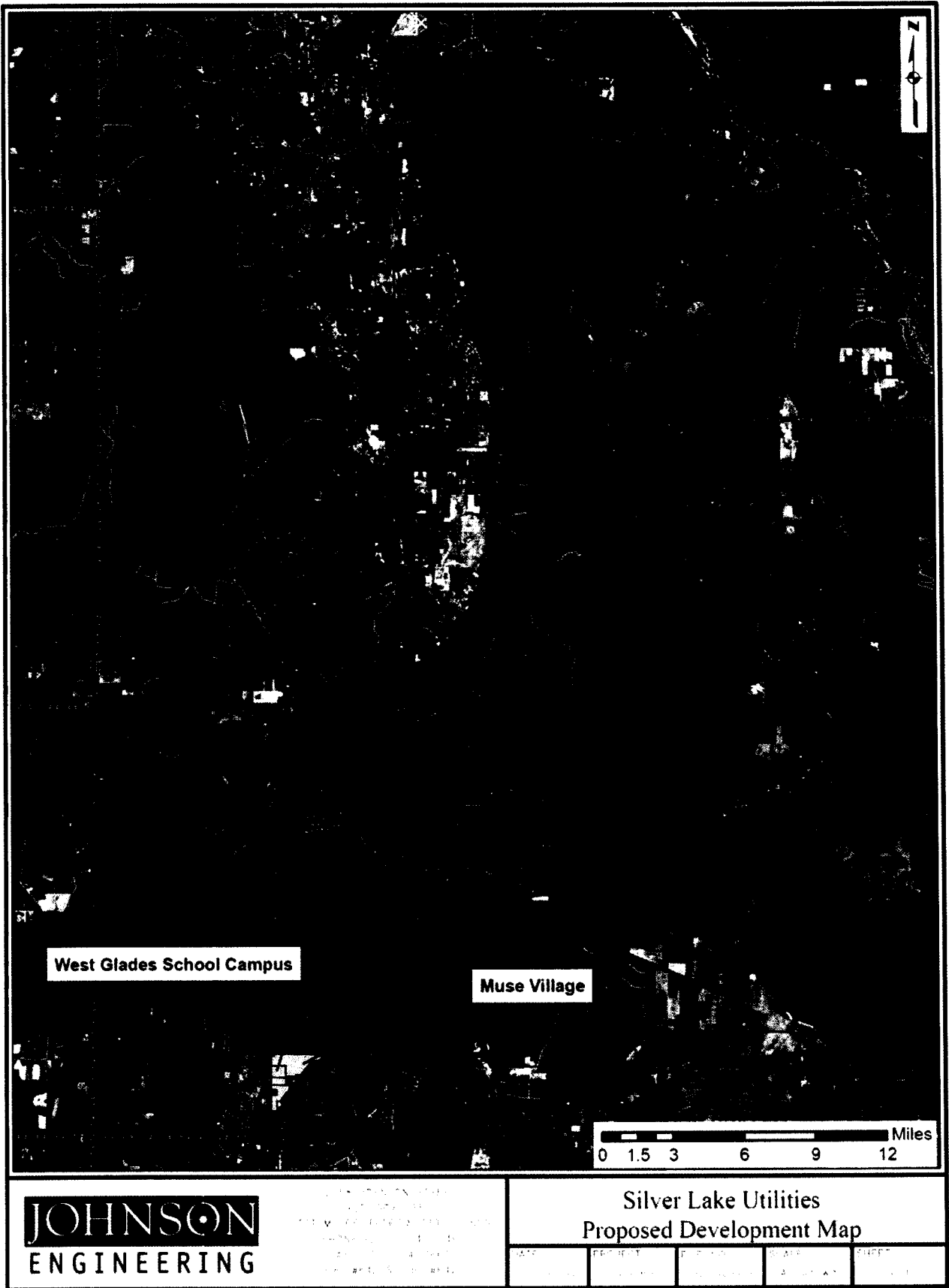


Figure 4-1: Proposed Development Map

## Future Costs

At build-out, the cost of construction of a potable supply wellfield, water treatment plant and distribution system, including the necessary permitting and engineering fees, are estimated to total approximately \$18.1 million. This cost assumes the wastewater treatment system bears the total cost of the proposed deep injection well, which could also be used to dispose of the RO concentrate generated by the water treatment plant. Each customer would be equipped with a meter of appropriate size, which would cost approximately \$300 per connection. SLU plans to lease the land around the wellfield and water treatment plant from LBI. Lease locations are attached as Appendix C. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site (\$62,000 annually at build-out), \$1,000 annually for each well site at two well sites (one included in plant site lease), and the fair market value per acre annually for maintenance building and water treatment plant sites. The lease terms will be re-negotiated at three year increments. Table 4-2 shows the cost by year until build-out. The water plant will be constructed in three phases of 350,000, 700,000 and 1,310,000 GPD, respectively.

The costs listed below only represent those associated with the backbone system, and do not include the components of the system serving individual subdivisions typically financed by private developers.

### Construction Costs:

Wells (3):	\$1,500,000
Raw water mains:	\$183,750
Potable supply line assembly:	\$3,942,000
Water treatment plant:	\$10,500,000
Engineering and permitting fees:	\$1,935,000

### Annual Operation and Maintenance Costs:

<u>Item</u>	<u>Phase II</u>	<u>Build-out</u>
Annual electricity:	\$19,700	\$37,000
Annual testing and monitoring:	\$8,000	\$15,000
Annual treatment chemicals:	\$8,000	\$15,000
Annual plant site leases:	\$27,189	\$27,189
Annual well site leases (2):	\$2,000	\$2,000
Annual personnel:	\$300,000	\$300,000
Annual wellhead repairs:	\$4,000	\$4,000
Annual maintenance and mowing:	\$5,000	\$5,000
Annual access road maintenance:	\$4,000	\$4,000
Annual miscellaneous engineering:	\$20,000	\$25,000
Annual royalties:	\$29,400	\$62,000

**Table 4-2: Potable Water Facilities Cost by Year**

<b>Part 2: Backbone Potable Water System</b>					
<b>ITEM No.</b>	<b>Item Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Estimated Price</b>
1	1.31 MGD Water Treatment Plant	1	LS	\$ 8,400,000	\$ 10,500,000
2	Potable Water Mains	1	LS	\$ 3,153,630	\$ 3,942,038
3	Potable Well and Appurtenances	1	LS	\$ 1,200,000	\$ 1,500,000
4	Raw Water Mains	1	LS	\$ 147,000	\$ 183,750
<b>PART 2 SUB-TOTAL</b>					<b>\$16,125,788</b>

<b>Part 2: Development Potable Water System</b>					
<b>ITEM No.</b>	<b>Item Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Estimated Price</b>
1	Potable Water Mains	1	LS	\$ 7,500,000	\$ 9,375,000
<b>PART 2 SUB-TOTAL</b>					<b>\$9,375,000</b>

\*Does not include engineering and permitting fees estimated at 12% of construction costs

**Plant Cost**

<b>Year</b>	<b>Max Day Flow Capacity (GPD)</b>	<b>Costs</b>
0	350,000	\$ 5,250,000
3	700,000	\$ 1,750,000
8	1,310,000	\$ 3,500,000
<b>Total</b>		<b>\$ 10,500,000</b>

\*Does not include engineering and permitting fees estimated at 12% of construction costs

**Yearly Costs for the entire Backbone System.**

<b>Year</b>	<b>Potable Water</b>
0	\$ 6,354,678
1	\$ 262,803
2	\$ 262,803
3	\$ 2,699,553
4	\$ 262,803
5	\$ 262,803
6	\$ 262,803
7	\$ 262,803
8	\$ 3,917,928
9	\$ 262,803
10	\$ 262,803
11	\$ 262,803
12	\$ 262,803
13	\$ 262,803
14	\$ 131,401
15	\$ 131,401
16	\$ -
17	\$ -
<b>Totals</b>	<b>\$ 16,125,788</b>

**Yearly Costs for the entire Development System.**

<b>Year</b>	<b>Potable Water</b>
0	\$ 4,218,750
1	\$ 937,500
2	\$ 937,500
3	\$ 937,500
4	\$ 468,750
5	\$ 468,750
6	\$ 234,375
7	\$ 234,375
8	\$ 234,375
9	\$ 140,625
10	\$ 93,750
11	\$ 93,750
12	\$ 93,750
13	\$ 93,750
14	\$ 93,750
15	\$ 93,750
16	\$ -
17	\$ -
<b>Totals</b>	<b>\$ 9,375,000</b>

\*Does not include engineering and permitting fees estimated at 12% of construction costs.

## *Section 5*

### **PROPOSED RAW BULK WATER FACILITIES**

#### **5-1 Introduction**

SLU plans to provide bulk water to neighboring utilities. The proposed service area owned by LBI covers several sustainable water supply resources over two counties. These resources can potentially meet the demands of proposed developments and existing users within the proposed service area in addition to outside demands.

The proposed residential developments, such as Muse Village, within the proposed service area, as well as customers outside of the service area, may require bulk water service in the future. Depending on the planned use, these customers may not require bulk water that meets potable water standards. This water could be of a lower quality and could possibly be obtained from a different source. Future customers might also choose to treat the water to potable standards themselves, rather than having SLU provide that service. For this reason, separate raw and treated bulk water facilities and distribution systems are proposed. The facilities required to meet these demands have not been designed at this time.

#### **5-2 Proposed Raw Bulk Water Facilities**

Proposed raw bulk water facilities include such items as wells or a wellfield, generators, pumps, valves, piping and maintenance buildings. A wellfield capable of producing at least 0.5 MGD of raw water is proposed to meet the anticipated demands. The number of wells required will depend on the source or sources selected and the associated water quality. SLU will begin constructing facilities and providing raw bulk water service when an initial phase capacity of 0.5 MGD, corresponding to approximately 2,000 ERCs, has been reached through an agreement with a customer. The capacity of the system will be designed to supply the requested quantity and operate at 100% capacity. The bulk water supply system will undergo expansion as the need for additional capacity develops.

SLU will pump the raw water from the wellfield through a mainline to the SLU service area boundary, or to a development within the service area, where it will be metered and delivered to a customer. SLU will lease the land around the wells or wellfield from LBI. The location of the wellfield has not been determined and may depend in part on the locations of the initial customers. The optimum location will depend on both the best source of high-yield, good quality water and the outside entity requiring the water service.

The establishment of SLU and a raw bulk water rate at this time will enable the utility, proposed developments and neighboring utilities to begin long-range planning to develop resources to meet future water demands both inside and outside of the proposed service area. Having an established utility and set raw bulk water rates may enter into planning considerations for future growth and development, facilitating the design of more efficient and economical community infrastructure. This will also allow services, such as

bulk water supply, to be available upon demand at a lower cost and reducing the need for more inefficient interim water supply measures.

### 5-3 Future Costs

Approximate construction, operation and maintenance costs are as follows for the proposed 0.5 MGD raw bulk water wellfield:

#### Construction Costs:

Wells (2):	\$1,062,500
Raw water distribution line:	\$661,250
Access roads:	\$59,400
Engineering and permitting fees:	\$142,700

#### Annual Operation and Maintenance Costs:

Annual electricity:	\$4,380
Annual well site leases (2):	\$2,000
Annual personnel:	\$25,000
Annual wellhead repairs:	\$2,000
Annual maintenance and mowing:	\$2,000
Annual access road maintenance:	\$2,000
Annual miscellaneous engineering:	\$2,000
Annual royalties:	\$36,500

The figures above represent preliminary costs and can vary depending on the exact location and source of the proposed wellfield. It is assumed that the most distant well is 15,000 feet from the delivery point. SLU plans to lease the land around the wells and access road from LBI. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site, \$1,000 annually per well site at 2 well sites. The lease terms will be re-negotiated at three year increments.



## *Section 6*

### **PROPOSED TREATED BULK WATER FACILITIES**

#### **6-1 Introduction**

SLU plans to provide bulk water to neighboring utilities. The proposed service area owned by LBI covers several sustainable water supply resources capable of meeting potable water demands over two counties. These resources can potentially meet the demands of proposed developments and existing users within the proposed service area in addition to outside demands.

The proposed residential developments, such as Muse Village, within the proposed service area will require potable water to serve residential units. SLU plans to construct a potable water wellfield to meet such demands within the service area; however, outside utilities and possibly large planned communities within the service area may want the option of purchasing treated bulk water from SLU. Depending on the circumstances, it may be more economical for SLU to treat the bulk water to potable standards prior to distribution to a customer. The facilities required to meet these demands have not been designed at this time.

#### **6-2 Proposed Treated Bulk Water Facilities**

Proposed treated bulk water facilities include such items as wells or a wellfield, deep injection well, pumps, valves, piping, maintenance buildings, and a water treatment plant. A wellfield capable of producing at least 0.35 MGD of treated water is proposed to meet the initial demands of first phase treated bulk water service. The number of wells required and details regarding the water treatment plant will depend on the source or sources selected and the associated water quality. SLU will begin constructing facilities and providing treated bulk water service when an initial phase capacity of 0.35 MGD, corresponding to approximately 1,400 ERCs, has been reached through an agreement with a customer. The capacity of the system will be designed to supply the requested quantity and operate at 70% capacity. The bulk water supply system will undergo expansion as the need for additional capacity develops.

SLU will pump the raw water from the wellfield to the water treatment plant, where it will undergo treatment to meet potable water standards. The treated water will then be pumped from the water treatment plant through a mainline to the SLU service area boundary, or to a development within the service area, where it will be metered and delivered to a customer. SLU will lease the land around the wells or wellfield and the water treatment plant from LBI. The locations of the wellfield and the water treatment plant have not been determined and may depend in part on the locations of the initial customers. The optimum location will depend on both the best source of high-yield, good quality water and the entity requiring the water service. The large amount of undeveloped land potentially available to SLU may make it more economical for the utility to construct a water treatment plant and sell treated bulk water to an outside entity, which may not have the space or resources to construct its own water treatment plant.

The establishment of SLU and a treated bulk water rate at this time will enable the utility, proposed developments and neighboring utilities to begin long-range planning to develop resources to meet future potable water demands both inside and outside of the proposed service area. Having an established utility and set treated bulk water rates may enter into planning considerations for future growth and development, facilitating the design of more efficient and economical community infrastructure. This will also allow potable bulk water service to be available upon demand at a lower cost and reduce the need for more inefficient interim water supply measures, including individual domestic supply wells.

### 6-3 Future Costs

Approximate construction, operation and maintenance costs are as follows for the proposed 0.35 MGD treated bulk water wellfield and water treatment plant:

#### Construction Costs:

Wells (2):	\$1,062,500
Raw water supply line:	\$82,500
Treated water distribution line:	\$468,750
0.175 MG storage & pump station:	\$1,468,750
Access roads:	\$59,400
Water treatment plant:	\$5,625,000
Deep injection well:	\$5,000,000
Engineering and permitting fees:	\$1,652,000

#### Annual Operation and Maintenance Costs:

Annual electricity:	\$13,000
Annual testing and monitoring:	\$15,000
Annual treatment chemicals:	\$15,000
Annual plant site leases:	\$27,189
Annual well site leases (2):	\$2,000
Annual personnel:	\$180,000
Annual wellhead repairs:	\$4,000
Annual maintenance and mowing:	\$5,000
Annual access road maintenance:	\$4,000
Annual miscellaneous engineering:	\$8,000
Annual royalties:	\$36,500

The figures above represent preliminary costs and can vary depending on the exact location and source of the proposed wellfield. It is assumed that the water treatment plant is 15,000 feet from the delivery point. SLU plans to lease the land around the wells, water treatment plant and access road from LBI. The lease will have a 99-year duration and charge a royalty of \$0.20 per 1,000 gallons of water withdrawn per well site, \$1,000 annually per well site at 2 well sites, and the fair market value per acre annually for maintenance building and water treatment plant sites. The lease terms will be re-negotiated at three year increments.

## ***Section 7***

### **INTRODUCTION FOR WASTEWATER SERVICE**

#### **7-1 Purpose**

The purpose of this report is to provide information in support of the Florida Public Service Commission (FPSC) Application for an Initial Certificate of Authorization for Silver Lake Utilities, Inc. (SLU). This application establishes the service area and initial wastewater rates and charges for SLU. The service territory is described later in this section and consists primarily of the existing West Glades School campus and the future Muse Village development located in southern Glades County. As various existing and proposed wastewater treatment needs exist within the service area, the creation of Silver Lake Utilities will be integral in planning for and ensuring economic and efficient wastewater treatment and disposal.

#### **7-2 Scope**

The scope of this document is specifically defined by the Florida Statutes (F.S.) and Florida Administrative Code (F.A.C.) associated with the regulation of investor owned water systems within the State of Florida. Specifically, Chapter 367 F.S. and Chapters 25-9 and 25-30 of the F.A.C. define the specific requirements necessary for the establishment of the service area and initial rates and charges. Section 8 will further detail these requirements.

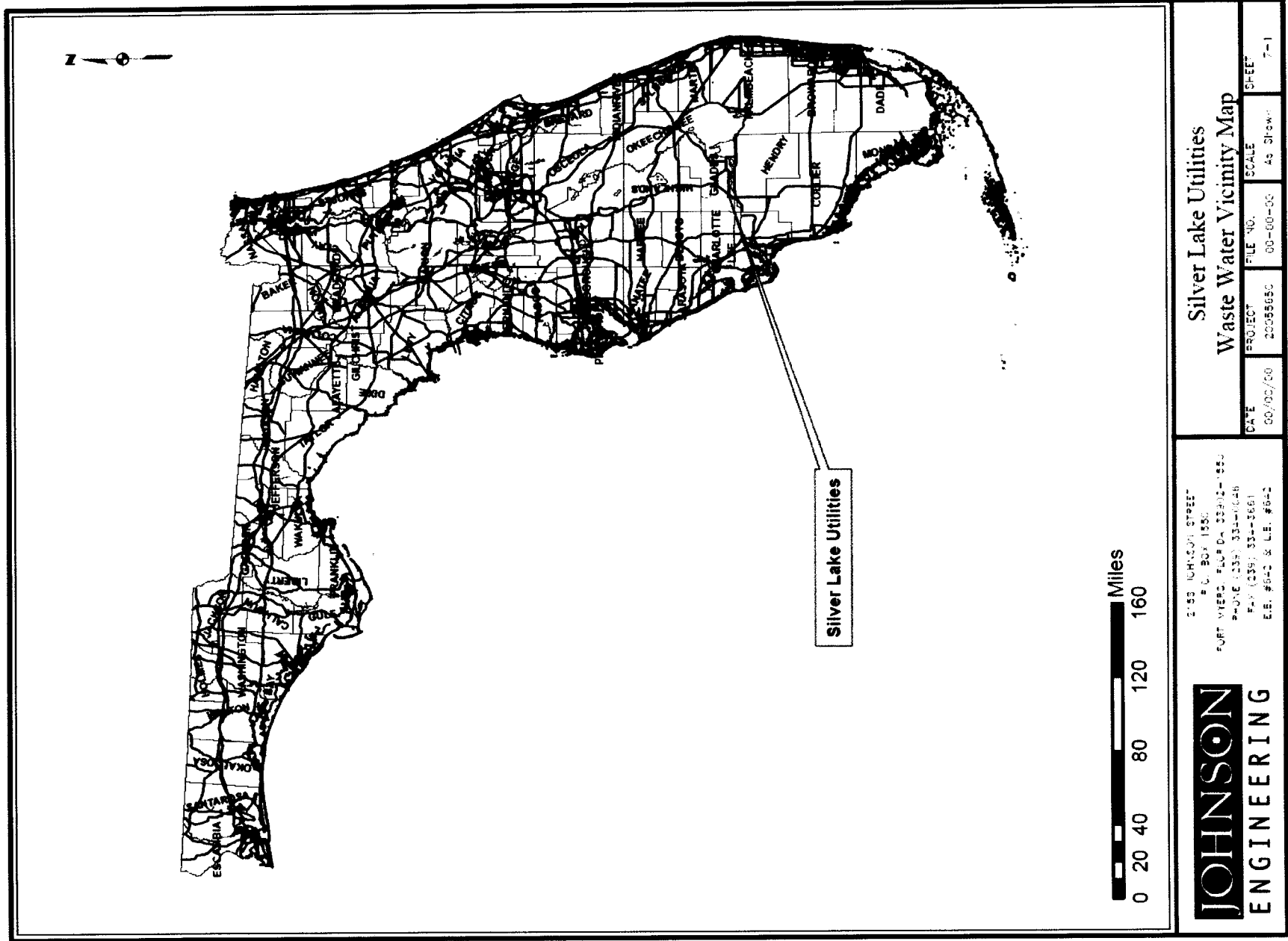
#### **7-3 Overview**

The existing West Glades School campus consists of 198 acres owned by the Glades County School District and has a population of 450 students, faculty and staff that is expected to triple in the next 15 to 20 years. The proposed Muse Village development, consists of approximately 1,273 acres of land located in southern Glades County. 7-L Muse Village, LLC currently owns this land and uses it primarily for range land. Figures 7-1 and 7-2 show the location of the West Glades School campus and Muse Village site within southwest Florida. The Muse Village development is described in Section 4. A need to establish the proposed utility exists due to the proposed residential development of 3,500 units and the existing school.

The proposed utility will not duplicate or compete with any existing utility systems, and the accelerating growth and continuing evolution of land use in the area provide strong justification for the creation of SLU.

LBI has existed as a corporate entity since 1910 and encompasses diversified business interests ranging from agriculture to insurance. LBI has owned and operated the extensive ranch property for over 60 years, successfully managing the land to accommodate various agricultural uses and environmental considerations. LBI possesses

both the management and financial capabilities to operate a utility indefinitely and to meet the anticipated capital and operating cash requirements.



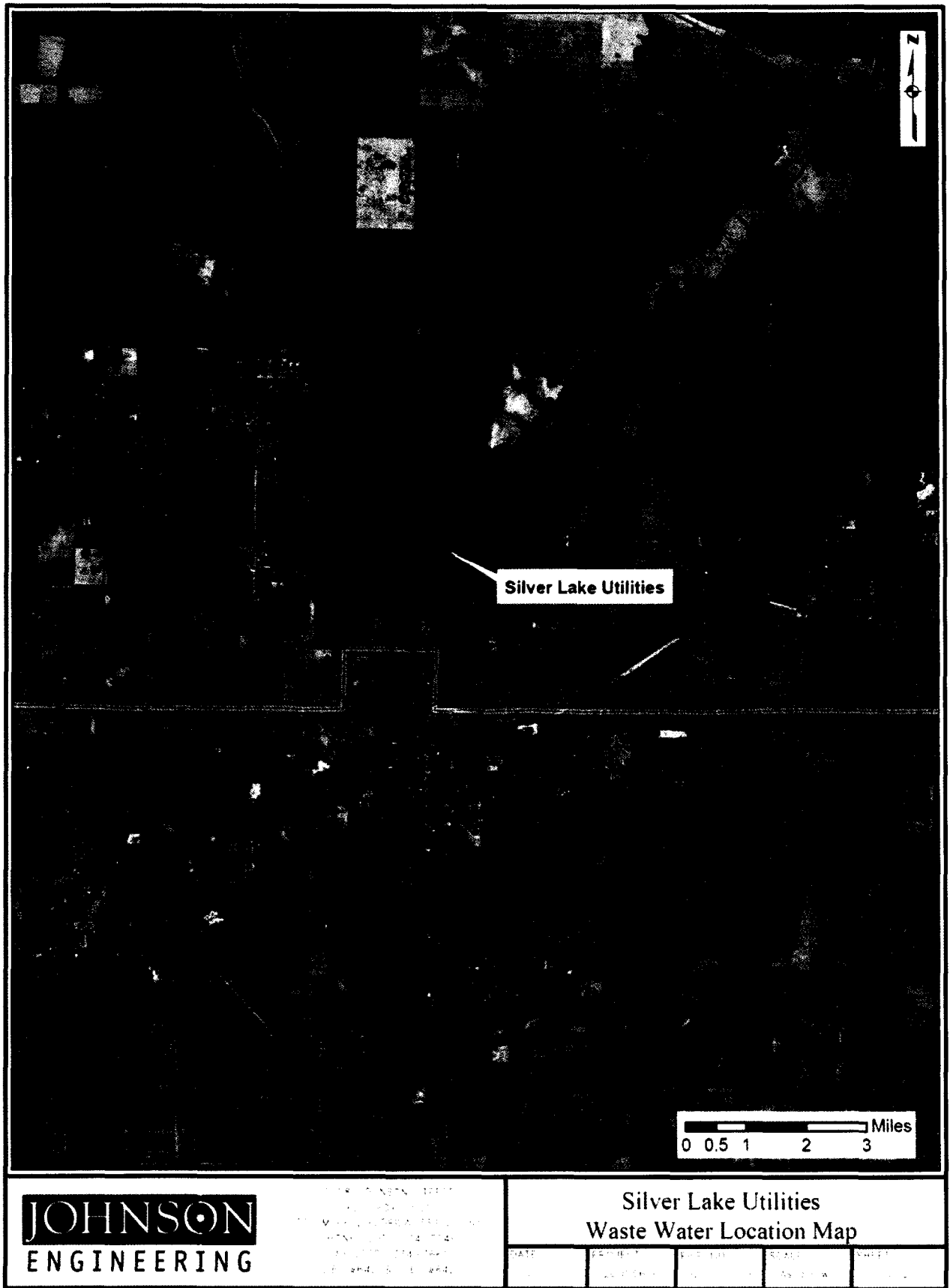
**JOHNSON**  
ENGINEERING

2155 JOHNSON STREET  
P.O. BOX 1450  
FORT WYCOCK, COLORADO 80902-1550  
PHONE (303) 334-1048  
FAX (303) 334-3661  
E.E. #642 & L.E. #642

**Silver Lake Utilities  
Waste Water Vicinity Map**

DATE	PROJECT	FILE NO.	SCALE	SHEET
00/00/00	2005565C	00-00-00	As Shown	7-1

Figure 7-1: SLU Wastewater Service Vicinity Map



**JOHNSON**  
ENGINEERING

JOHNSON ENGINEERING, INC.  
1000 S. 1000 E.  
SALT LAKE CITY, UT 84143  
TEL: (801) 487-1111  
WWW.JE-UT.COM

Silver Lake Utilities  
Waste Water Location Map

DATE	PROJECT	SCALE	REVISION	SHEET

Figure 7-2: SLU Wastewater Service Location Map

## 7-4 Proposed Service Area

The proposed service area consists of approximately 2,011 acres, as shown on Figure 7-3. The area encompasses 2,011 acres in southern Glades County west of State Road 29 and is described as follows:

### In Glades County, Florida

#### Township 42 South, Range 29 East

##### **PARCEL # 1:**

*A parcel of land lying within Section 20 and 21, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the South one-quarter corner of said Section 20 and run N89°59'17"E, along the South line of the Southeast one-quarter of said Section 20, a distance of 50.00 feet to the East right-of-way line of State Road 720; Thence N00°11'19"E, along said right-of-way line, a distance of 1010.44 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20 and the Point of Beginning of the parcel of land herein described; Thence continue N00°11'19"E, along said right-of-way line, a distance of 1653.69 feet to the Southerly right-of-way line for Pollywog Crossover SW; Thence continue N00°11'19"E, along the East right-of-way line of State Road 720, a distance of 30.95 feet; Thence N00°09'44"E, along the East right-of-way line of State Road 720, a distance of 32.20 feet to a point on the Northerly right-of-way line for Pollywog Crossover SW (also being the Southwest corner of a certain parcel of land described in Official Records Book 216, Page 879, Public Records of Glades County, Florida; Thence along said Northerly right-of-way line for Pollywog Crossover SW and the Southerly line of said Official Records Book 216, Page 879, the following courses, S88°17'12"E a distance of 89.92 feet, S88°59'41"E a distance of 2316.32 feet and S35°02'55"E a distance of 30.10 feet to a point on the South line of the Northeast one-quarter of said Section 20; Thence S89°10'04"E a distance of 185.91 feet to the Southeast corner of the Northeast one-quarter of said Section 20; Thence S89°20'09"E, along the South line of the Northwest one-quarter of Section 21 (also being the South line of said Official Records Book 216, Page 879), a distance of 665.93 feet to the Southeast corner of said Official Records Book 216, Page 879; Thence S00°08'18"W, along the West line of a certain parcel of land described in Official Records Book 112, Page 845, Public Records of Glades County, Florida, a distance of 449.44 feet to the Northerly right-of-way line of Pollywog Crossover SW (also being the Southwest corner of said Official Records Book 112, Page 845; Thence S00°08'18"W a distance of 66.48 feet to the Southerly right-of-way line of Pollywog Crossover SW; Thence S00°08'18"W, along the West line of a certain parcel of land described in Official Records Book 119, Page 806, Public Records of Glades County, Florida, a distance of 814.51 feet to the Southwest corner of said Official Records Book 119, Page 806; Thence S89°07'43"E a distance of 665.78 feet to the Southeast corner of said Official Records Book 119, Page 806 (also being the Southwest corner of a certain parcel of land described in Official Records Book 116, Page 467, Public Records of Glades County, Florida); Thence S89°07'43"E a distance of 665.78 feet to the Southeast corner of said Official Records Book 116, Page 467; Thence N00°09'14"E a distance of 1061.14 feet to the Southerly right-of-way line of Pollywog Crossover SW (also being the Northeast corner of said Official Records Book 116, Page 467); Thence N00°09'14"E a distance of 53.91 feet to the Northerly right-of-way line of Pollywog Crossover SW (also being the Southwest corner of a certain parcel of land described in Official Records Book 154, Page 799, Public Records of Glades County, Florida); Thence along said Northerly right-of-way line of Pollywog Crossover SW (also being the Southerly line of said Official Records Book 154, Page 799, and the Southerly line of a certain parcel of land described in Official Records Book 151, Page 421, Public Records of Glades County, Florida) the following courses, N82°22'23"E a distance of 84.31 feet, N88°14'28"E a distance of 116.49 feet and*

S86°26'58"E a distance of 394.22 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line (also being the Southerly line of said Official Records Book 151, Page 421), (said curve being curved concave to the Southwest, having a central angle of 86°36'33" and a radius of 130.00 feet, and having a chord length of 178.33 feet and a chord bearing of S43°08'41"E), a distance of 196.51 feet to the end of the curve; Thence S00°09'35"W, along the Easterly right-of-way line of Pollywog Crossover SW, a distance of 58.17 feet to a point on the Southerly line of said Official Records Book 151, Page 421; Thence S89°50'06"E a distance of 205.03 feet to the Southeast corner of said Official Records Book 151, Page 421 (also being a point on the West line of a certain parcel of land described in Official Records Book 128, Page 200, Public Records of Glades County, Florida); Thence S00°09'54"W, along the West line of said Official Records Book 128, Page 200, a distance of 226.23 feet; Thence S37°58'27"W, along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the Northwesterly right-of-way line of State Road 29, a distance of 1301.66 feet to a point on the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21; Thence N89°04'36"W, along the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point on the West line of the Southwest one-quarter of said Section 21; Thence N89°41'44"W, along the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20, a distance of 2610.91 feet to the Point of Beginning.

Containing 157.61 acres.

Subject to the County Maintained Right-of-Way for Pollywog Crossover SW, according to the SPECIFIC PURPOSE SURVEY prepared by Johnson Engineering, Inc., dated April 15, 2002.

Subject to easements, restrictions, reservations and rights-of-way of record.

**PARCEL # 2:**

A parcel of land lying within Sections 15, 16, 17, 21 and 22, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the North one-quarter corner of Section 20, Township 42 South, Range 29 East, and run S89°16'30"E, along the North line of the Northeast one-quarter of said Section 20, a distance of 50.00 feet to a point on the East right-of-way line of State Road 720 and the Point of Beginning of the parcel of land herein described; Thence N00°23'09"E, along said right-of-way line, a distance of 2237.05 feet; Thence S89°24'27"E, along the South line of the North 435.00 feet of the Southeast one-quarter of said Section 17, a distance of 795.01 feet; Thence N00°23'09"E, along the East line of the West 845.00 feet of the Southeast one-quarter of said Section 17, a distance of 435.00 feet to a point on the North line of the Southeast one-quarter of said Section 17; Thence S89°24'27"E a distance of 1818.61 feet to the Northeast corner of the Southeast one-quarter of said Section 17 (also being the Northwest corner of the Southwest one-quarter of said Section 16); Thence S89°36'11"E a distance of 2657.76 feet to the center of said Section 16; Thence S89°28'28"E a distance of 2661.85 feet to the Northeast corner of the Southeast one-quarter of said Section 16 (also being the Northwest corner of the Southwest one-quarter of said Section 15); Thence S87°03'37"E a distance of 2647.46 feet to the center of said Section 15; Thence S87°03'37"E, along the North line of the Southeast one-quarter of said Section 15, a distance of 1100.14 feet to a point on the Northwesterly right-of-way line of State Road 29; Thence S37°58'27"W, along said Northwesterly right-of-way line, a distance of 1669.60 feet to a point that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15; Thence N87°13'21"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 14.49 feet; Thence N87°11'20"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 59.81 feet to a point on the East line of the Southwest one-quarter of said Section 15; Thence N87°11'20"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 1540.35 feet to a point that is 1320.00 feet Northwest of (as measured



perpendicular to) the Northwesterly right-of-way line of State Road 29; Thence S37°58'27"W, along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the Northwesterly right-of-way line of State Road 29, a distance of 1565.72 feet to a point on the South line of the Southwest one-quarter of said Section 15; Thence continue S37°58'27"W a distance of 249.39 feet to a point on the East line of the Northeast one-quarter of said Section 21; Thence continue S37°58'27"W a distance of 2288.71 feet to a point on the North line of a certain parcel of land described in Official Records Book 87, Page 1150, Public Records of Glades County, Florida; Thence N89°27'08"W, along the North line of said Official Records Book 87, Page 1150, and the North line of a certain parcel of land described in Official Records Book 128, Page 200, Public Records of Glades County, Florida, a distance of 1162.10 feet to the Northwest corner of said Official Records Book 128, Page 200; Thence S00°09'27"W, along the West line of said Official Records Book 128, Page 200, a distance of 334.56 feet to the Northeast corner of a certain parcel of land described in Official Records Book 151, Page 421, Public Records of Glades County, Florida; Thence N89°23'56"W, along the North line of said Official Records Book 151, Page 421, a distance of 99.41 feet to a point on the East line of the Northwest one-quarter of said Section 21; Thence N89°23'29"W, along the North line of parcels described in Official Records Book 151, Page 421, Official Records Book 154, Page 799, Official Records Book 141, Page 885 and Official Records Book 189, Page 904, all being in the Public Records of Glades County, Florida, a distance of 1997.94 feet to a point on the East line of the West one-quarter of the Northwest one-quarter of said Section 21 (also being the East line of a certain parcel of land described in Official Records Book 216, Page 879, Public Records of Glades County, Florida; Thence N00°07'39"E, along the East line of the West one-quarter of the Northwest one-quarter of said Section 21 (also being the East line of said Official Records Book 216, Page 879), a distance of 2327.66 feet to the Northeast corner of the West one-quarter of the Northwest one-quarter of said Section 21 and the Northeast corner of said Official Records Book 216, Page 879; Thence N89°46'54"W, along the North line of said Official Records Book 216, Page 879, a distance of 666.32 feet to the Northeast corner of Section 20, Township 42 South, Range 29 East; Thence N89°16'30"W, along the South line of the Southeast one-quarter of said Section 17 and the North line of said Official Records Book 216, Page 879, a distance of 2607.31 feet to the Point of Beginning.

LESS Lot 24, Block 81, Booker City Park, as per plat thereof recorded in Plat Book 2, Pages 29 and 76, Glades County, Florida.

Containing 801.00 acres.

Subject to easements, restrictions, reservations and rights-of-way of record.

**PARCEL #3:**

A parcel of land lying in Sections 20, 21, 28 and 29, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:

Commence at the North one-quarter corner of said Section 29 and run N89°59'17"E, along the North line of said Section 29, a distance of 50.00 feet to the East Right-Of-Way line of State Road No. 720 and the Point-Of-Beginning of the parcel of land herein described; Thence N00°11'19"E, along said East Right-Of-Way line of State Road No. 720, a distance of 1010.58 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20; Thence S89°41'44"E, along said North line of the South three-eighths (3/8) of the Southeast one-quarter of Section 20, a distance of 2610.91 feet to the East line of said Section 20; Thence S89°04'36"E, along North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point that is 1320.00 feet, measured at perpendicular angles, from the Northwesterly Right-of-Way of State Road No. 29; Thence S37°58'27"W, parallel with and 1320.00 feet from said Northwesterly Right-of-Way line of State Road 29, a distance of 4602.48 feet to the South line of the Northeast quarter of said Section 29; Thence N89°51'24"W, along said South line of the Northeast quarter of said Section 29, a

distance of 645.38 feet to the East line of the West one-half of the Southeast one-quarter of said Section 29; Thence  $S00^{\circ}29'46''W$ , along said East line of the West one-half of the Southeast one-quarter of said Section 29, a distance of 2598.21 feet to the North Right-Of-Way line of State Road No. S-731; Thence  $N89^{\circ}40'36''W$ , along said North Right-Of-Way line of State Road No. S-731, a distance of 1243.85 feet to the said East Right-of-Way line of State Road 720; Thence  $N00^{\circ}06'28''E$ , along said East Right-Of-Way line of State Road 720, a distance of 100.00 feet; Thence  $S89^{\circ}40'36''E$  a distance of 224.69 feet to the Southeast corner of a parcel of land described in Official Records Book 48, Page 506, Public Records Glades County, Florida; Thence  $N00^{\circ}29'11''E$ , along East line of said Official Records Book 48, Page 506, a distance of 311.50 feet to the Northeast corner of said Official Records Book 48, Page 506; Thence  $N89^{\circ}40'36''W$  a distance of 226.75 feet to the said East Right-Of-Way line of State Road 720; Thence  $N00^{\circ}06'28''E$ , along said East Right-Of-Way line of State Road 720, a distance of 3513.22 feet to the Southwest corner of a parcel of land described in Official Records Book 107, Page 926 Glades County, Florida; Thence  $S89^{\circ}56'03''E$ , along the South line of said Official Records Book 107, Page 926, a distance of 1271.21 feet to the Southeast corner of said Official Records Book 107, Page 926; Thence  $N00^{\circ}31'38''E$ , along East line of said Official Records Book 107, Page 926, a distance of 333.06 feet to the Northeast corner of said Official Records Book 107, Page 926 and the Southeast corner of a parcel of land described in Official Records Book 76, Page 547 Glades County, Florida; Thence continue  $N00^{\circ}31'38''E$ , along the East line of said Official Records Book 76, Page 547, a distance of 666.11 feet to the Northeast corner of said Official Records Book 76, Page 547 and the Southeast corner of a parcel of land described in Official Records Book 199, Page 368 Glades County, Florida; Thence continue  $N00^{\circ}31'38''E$ , along East line of said Official Records Book 199, Page 368, a distance of 333.05 feet to the Northeast corner of said Official Records Book 199, Page 368; Thence  $S89^{\circ}59'17''W$ , along North line of said Official Records Book 199, Page 368, a distance of 1280.97 feet to the Northwest corner of said Official Records Book 199 page 368 and the Point-Of-Beginning.  
Containing 313.69 acres more or less.

Subject to easements, restrictions, reservations and rights-of-way of record.

### **West Glades Elementary School**

The Northeast-Quarter of Section 20, and the West-Quarter of the Northwest-Quarter of Section 21, Township 42 South, Range 29 East, Glades County, Florida.

LESS the Right-of-Way of County Road No. 731, and also LESS the maintenance Right-of-Way of that County maintained road known as Pollywog Crossover Road.

This Parcel being more particularly described as follows: Commencing at the north quarter of said Section 20, said quarter corner being an 80 penny spike located near the center line of the existing 19 foot wide pavement of County Road No. 731; thence S.  $89^{\circ}15'49''$  E. along the north line of said Section 20, a distance of 50.00 feet to an intersection with the easterly Right-of-Way line of said County Road No. 731 and the Point of Beginning of this description; thence continuing S.  $89^{\circ}15'49''$  E along said north line of Section 20, a distance of 2607.22 feet to a lightwood post marking the northeast corner of said Section 20; thence S.  $89^{\circ}45'20''$  E. along the northerly line of said Section 21, a distance of 666.34 feet to the quarter-quarter-quarter corner; thence S.  $0^{\circ}06'27''$  W. along the quarter-quarter-quarter line, a distance of 2660.52 feet to an intersection with the east-west quarter Section line; thence N.  $89^{\circ}19'15''$  W. along said quarter line, a distance of 665.97 feet to a lightwood post marking the quarter corner; thence N.  $89^{\circ}08'51''$  W. along the east-west quarter line of said Section 20, a distance of 185.25 feet to an intersection with the northerly Right-of-Way line of said Pollywog Crossover Road as shown on Survey prepared by Johnson Engineering of Fort Myers, Florida entitled: "SPECIFIC PURPOSE SURVEY for Glades County Board of County Commissioners, POLLYWOG

*CROSSOVER ROAD S.W.*" consisting of 32 sheets, dated April 15, 2002; thence N. 35° 02' 55" W. along said northerly Right-of-Way line, a distance of 31.18 feet; thence N. 88° 59' 41" W. continuing along said Right-of-Way line, a distance of 2316.32 feet; thence N. 88° 17' 12" W. a distance of 89.92 feet to an intersection with the said easterly Right-of-Way line of County Road No. 731; thence N. 0° 10' 39" E. along said Right-of-Way line, a distance of 2617.40 feet to the said Point of Beginning of this description.

*Containing 197.91 acres, more or less.*

*Reserving unto Lykes Bros. Inc. a 60 foot wide non-exclusive perpetual easement lying 30 feet (as measured at right angles to the sidelines thereof) on both sides of the following described center line:*

*Commencing at the west one-quarter corner of Section 21, Township 42 South, Range 29 East; thence S. 89° 19' 15" E. along the east-west one-quarter Section line of said Section 21, a distance of 30.00 feet to the Point of Beginning of the center line of said 60 foot easement; thence N. 0° 07' 57" E. parallel to, and 30 feet east of, the west line of said Section 21, a distance of 87.42 feet to the beginning of a curve to the right; thence along an arc of said curve, having a radius of 200.00 feet, a central angle of 56° 01' 32" and whose chord bears N. 28° 08' 43" E. for a distance of 187.87 feet, arc distance being 195.57 feet; thence N. 56° 09' 29" E. along a tangent line, a distance of 660.57 feet to an intersection with the east line of the west one-quarter of the northwest quarter of said Section 21, and the Point-of-Terminus of this description. Said Point-of-Terminus bearing N. 0° 08' 27" E. a distance of 628.45 feet from the southeast corner of the said West-Quarter of the Northwest-Quarter of Section 21. Sidelines to be shortened or extended so as to form a continuous strip that begins on the east-west quarter line of said Section 21, and terminates on the said east line of the West-Quarter of the Northwest-Quarter of Section 21.*

*And the following:*

*Section 15; The south half lying westerly of SR 29 ROW*

*Section 16; The south half*

*Section 21; All lying westerly of SR 29 less the east half of the NW ¼ of SW ¼ and less SE ¼ of SW ¼ of NE ¼ and less the east half of the NW ¼ of SE ¼ and less the east ¾ of the east half of SW ¼ of SE ¼ and less the south half of SE ¼ of SW ¼ of NW ¼ and less the south half of SW ¼ of SE ¼ of NW ¼ and less the west half of NE ¼ of SW ¼ and less SR 29 ROW of 9.7 acres except Pollywog Road ROW and except OR 128- 200 and except OR 151-421 and except OR 154-799 and except the west 1/4 of NW ¼ to school and except OR BK 245 PG 862 38.52 acres M/L and except BK 234 PG 628 203.11 AC M/L and except BK 234 PG 628 55.61 AC M/L*

*Section 22; all lying westerly of SR 29 ROW*

*Section 28; The north half lying westerly of SR 29 ROW*

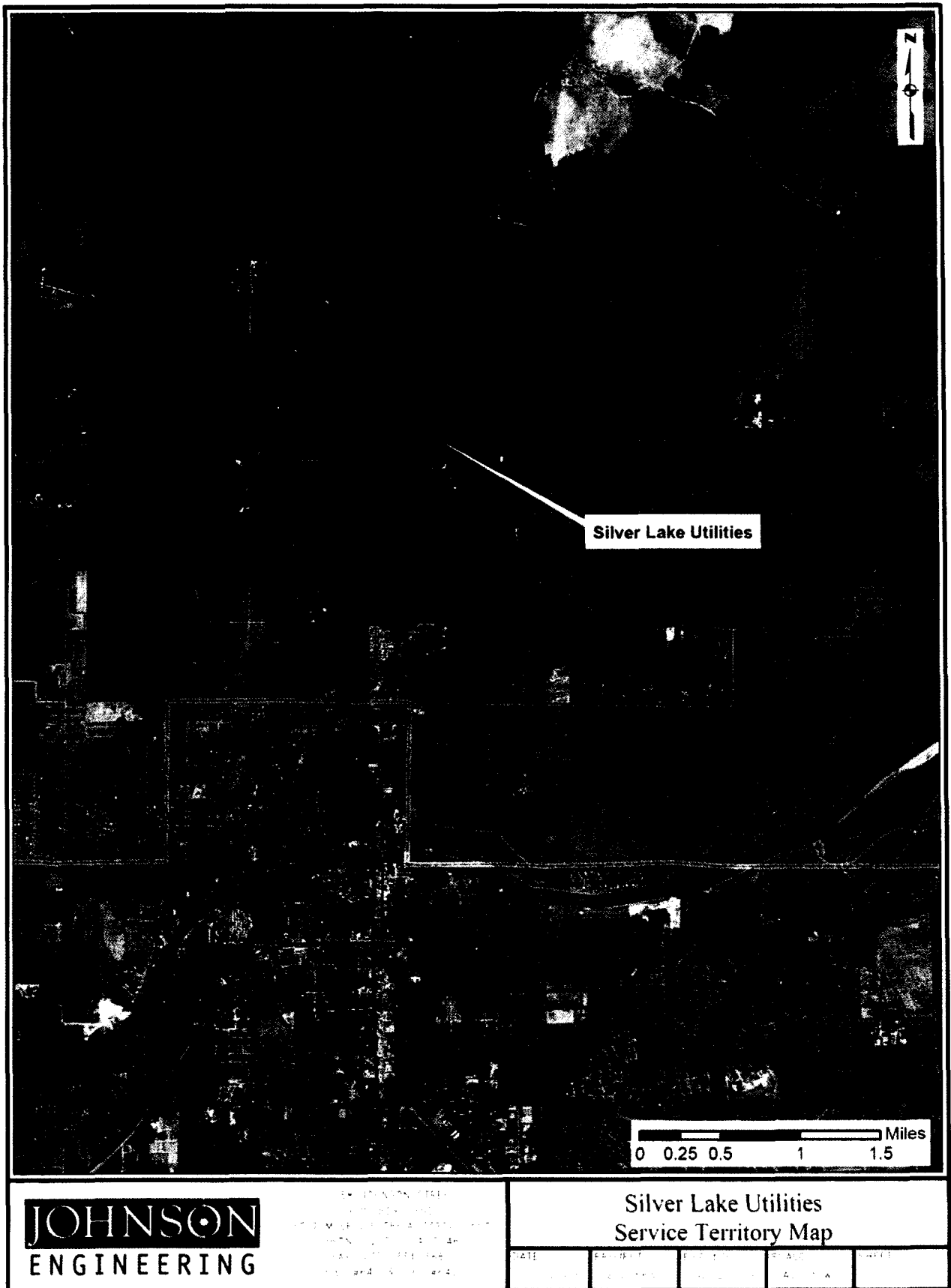


Figure 7-3: SLU Wastewater Service Territory Map

## **7-5 Phasing Approach**

SLU will begin providing wastewater service to the West Glades School upon FPSC certification and once the necessary facilities have been constructed. The Muse Village development described in Section 4 will be constructed on a phased basis over the period of 15 to 20 years. Figure 4-1 illustrates the proposed development areas.

The first phase will involve providing wastewater service to the West Glades School during 2008 or following FPSC certification. The second phase will involve providing wastewater service, to Muse Village around 2008 or sometime shortly thereafter. Muse Village is projected to reach build-out of 3,500 units over the next 15 to 20 years.

To minimize the number of unnecessary capital facilities, and thereby rates to customers, the utility generally will not design, permit and construct facilities until it is required to serve an area under development.

## *Section 8*

### **SLU WASTEWATER CUSTOMER PROFILE**

#### **8-1 Types of Service to be Provided**

SLU will provide wastewater service to customers within the proposed service area. The types of service will be wastewater service for the various dwelling units, offices, institutional and commercial spaces.

The wastewater treatment and disposal system will consist of a secondary treatment system that meets EPA Class One Reliability Standards and public access standards, and a deep injection well. Potable water meters will be installed at customer locations in order to provide an accurate account of wastewater effluent. SLU will enter into a long-term lease with LBI for the land surrounding these wastewater treatment facilities. The wastewater treatment facilities required to serve future customers will be financed by SLU or the appropriate receiving entity. The wastewater treated by these facilities will be billed to these customers based on the FPSC-approved rates.

#### **8-2 Date Service to Begin**

SLU will begin providing wastewater service for compensation around 2007 and after final approval of the wastewater service rates by the FPSC. The section that follows provides an engineering estimate of the cost of constructing the facilities necessary to treat the anticipated volume of wastewater. The wastewater rates will be based on these engineering estimates. Additional facilities will be constructed when the need for additional wastewater treatment is realized.

#### **8-3 Customer Growth Projections**

Residents currently living in the Muse area use septic tanks for wastewater treatment and disposal, as no wastewater utility services are available. Muse Village will require wastewater treatment for 3,500 residential units and approximately 150,000 square feet of retail and office space. The West Glades School currently requires wastewater treatment for a population of 450, and the student population is expected to triple in the next 15 to 20 years. The commercial corridor along SR 29 may also require future service. Table 8-1 shows the projected estimates for wastewater service. A wastewater usage ERC is defined as 250 GPD for the purposes of this report.

The customer growth projections for wastewater service are constant, as provided in Table 8-1. SLU has projected that wastewater service to Muse Village will require the construction of additional treatment facilities around 2007. SLU will plan the addition of production facilities based on agreements signed between SLU and wastewater customers.

**Table 8-1: SLU Projected Wastewater Volume Estimates**

Year	Wastewater	
	GPD	ERC <sup>1</sup>
<i>Muse Village Phase I<sup>2</sup></i>		
2008	49,638	199
2009	93,516	375
2010	137,394	550
<i>Muse Village Phase II</i>		
2011	181,272	726
2012	225,150	901
2013	269,028	1,076
2014	312,906	1,252
<i>Muse Village Phase III (Ending 2017)</i>		
2015	356,784	1,428
2016	400,662	1,603

1 ERCs based on 250 GPD/ERC

2 Includes flows from West Glades School

*Section 9*

**PROPOSED WASTEWATER TREATMENT FACILITIES**

**9-1 Introduction**

As described above, SLU plans to provide wastewater service to the West Glades School campus and the Muse Village development. SLU will construct a wastewater treatment plant, along with the necessary gravity sewer mains, lift stations and force mains to convey the wastewater, in order to provide this service.

**9-2 Proposed Wastewater Treatment Facilities**

The West Glades School is an existing campus and Muse Village is a proposed residential development, both within the proposed service area. Figure 9.2 shows the locations of the West Glades School campus and the Muse Village project. The West Glades School has a population of 450 students, faculty and staff within a facility located on 198 acres. The school population is expected to triple over the next 15 years as a middle school and high school are added. Muse Village will initially consist of approximately 3,500 units and 150,000 square feet of retail and office space over 1,273 acres, and may eventually grow to 7,000 units over 3,000 to 4,000 acres. Muse Village is projected to grow at a rate of 200 units per year, reaching build-out within 15 to 20 years. Construction may begin on Muse Village by 2007.

The West Glades School will require a wastewater treatment plant capable of treating at least 17,280 GPD, which equates to 70 ERCs. The school currently requires 5,760 GPD, and the student population is expected to triple over the next 15 to 20 years. Muse Village will require treatment of at least 765,216 GPD associated with residential units and attendant commercial facilities at build-out, which equals 2,952 and 109 ERCs, respectively. Wastewater demands will increase by approximately 43,200 GPD annually. Service will begin upon completion of the initial facilities and as the need arises. As need for additional capacity is realized, SLU will construct the necessary facilities to meet the demands. Each residential dwelling, institutional and commercial unit will be equipped with a meter sized according to the projected demand of the unit.

<b>Use Type</b>	<b>Number of ERCs</b>	<b>Volume (GPD)</b>
Muse Village Residential	2,952	738,000
Muse Village Commercial	109	27,216
West Glades School	70	17,280
<b>Total</b>	<b>3,131</b>	<b>782,496</b>

\*Based on demands at build out

Proposed wastewater treatment facilities include such items as pumps, valves, piping, lift stations, gravity sewer mains, and maintenance buildings, and a wastewater treatment plant including screen removal/headworks, flow equalization tanks, sludge digester units, clarifier units, effluent polishing filters, disinfection contact facilities, bacteriological treatment process aeration. A wastewater treatment plant capable of treating 1.0 MGD of



effluent is required to meet the projected demands at build out of the initial 1,273 acres of development. SLU will begin constructing facilities and providing wastewater service during 2007 when an agreement has been reached with a customer. The capacity of the system will be designed to treat the requested quantity and operate with sufficient capacity. The wastewater treatment system will undergo expansion as the need for additional capacity develops.

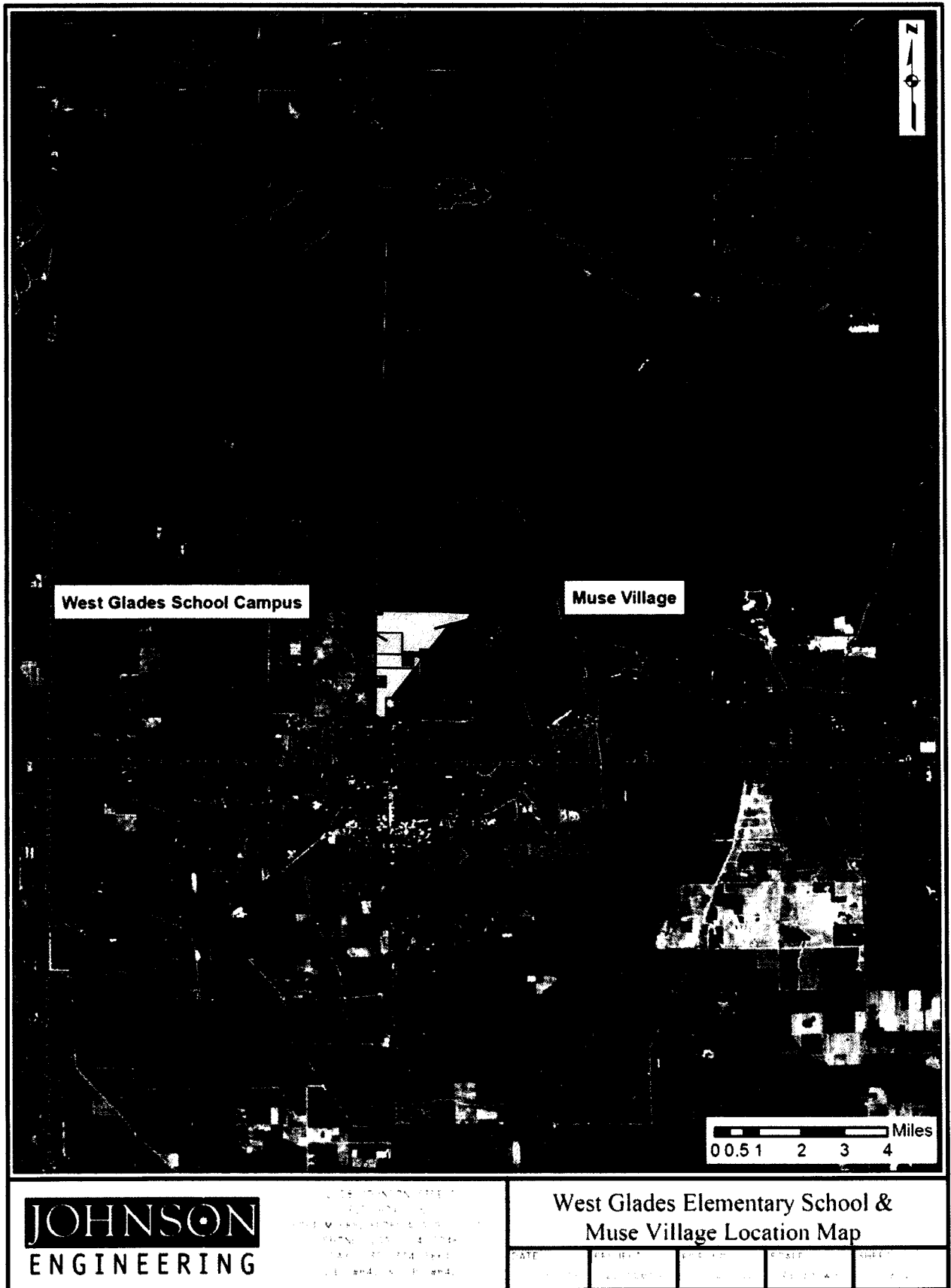
SLU will be responsible for conveying the wastewater from residential dwellings and commercial locations to the wastewater treatment plant, where it will undergo treatment to meet, at a minimum, secondary treatment and high-level disinfection. Wastewater treatment plant construction will consist of three phases adding an additional 400,000 GPD capacity apiece. The volume of wastewater generated by each customer used to determine the plant capacity will be estimated based on 90% of the use recorded by the potable water meter. The treated water will then be pumped from the wastewater treatment plant for disposal during the wet season or to an above ground storage reservoir used to meet irrigation water demands of the SLU service area. A deep injection well shared with the water treatment plant will be used to dispose of remaining effluent. SLU will lease the land around the wastewater treatment facilities from LBI. Lease locations are attached as Appendix C. The wastewater treatment plant will be located to the northeast of the proposed Muse Village development on land owned by LBI.

Table 9-1:

SLU Wastewater Services for Muse Village

Year	Single Family Units	Multi-Family Units	Total Units	Average Usage (GPD) <sup>3</sup>	Ave. Day Plant Capacity (GPD)	Max. Day Plant Capacity (GPD)
<i>Phase I</i>						
2008	140	60	200	50,324	307,692	400,000
2009	280	120	400	94,888	307,692	400,000
2010	420	180	600	139,452	307,692	400,000
2011	560	240	800	184,016	307,692	400,000
2012	700	300	1,000	228,579	307,692	400,000
<i>Phase II</i>						
2013	840	360	1,200	273,163	615,385	800,000
2014	980	420	1,400	317,707	615,385	800,000
2015	1,120	480	1,600	362,271	615,385	800,000
2016	1,260	540	1,800	406,835	615,385	800,000
2017	1,400	600	2,000	451,398	615,385	800,000
2018	1,540	660	2,200	495,962	615,385	800,000
2019	1,680	720	2,400	540,526	615,385	800,000
<i>Phase III</i>						
2020	1,820	780	2,600	585,090	923,077	1,200,000
2021	1,960	840	2,800	629,654	923,077	1,200,000
2022	2,100	900	3,000	674,217	923,077	1,200,000
2023	2,240	960	3,200	718,781	923,077	1,200,000
2024	2,380	1,020	3,400	763,354	923,077	1,200,000
2025	2,450	1,050	3,500	774,440	923,077	1,200,000

<sup>3</sup> Wastewater service demand assumes 200 residential units added annually at 225 GPD each for single family residences (70%) and 180 GPD each for multi-family residences (30%) plus 1,586 GPD added annually for wastewater service demands associated with commercial space. Usage also assumes 5,760 GPD associated with West Glades School initially and 678 GPD added annually thereafter.



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**West Glades Elementary School &  
Muse Village Location Map**

DATE	REVISION	BY	CHECK	SHEET
10/15/14	1	JE	JE	1

**Figure 9-2: West Glades Elementary School and Muse Village Location Map**

### 9-3 Future Costs

The costs listed below only represent those associated with the backbone system, and do not include the components of the system serving individual subdivisions typically financed by private developers. Approximate construction, operation and maintenance costs at the end of Phase II and at build-out are as follows for the proposed 1.2 MGD wastewater treatment plant:

#### Construction Costs:

##### *Wastewater Treatment/Disposal Facilities*

Wastewater plant & injection well:	\$16,000,000
Master pump stations (3):	\$4,125,000
Force mains:	\$1,866,400
Engineering and permitting fees:	\$2,112,000

#### Annual Operation and Maintenance Costs:

<u>Item</u>	<u>Phase II</u>	<u>Build-out</u>
Annual electricity:	\$24,800	\$37,000
Annual testing and monitoring:	\$12,000	\$18,000
Annual treatment chemicals:	\$4,000	\$6,000
Annual personnel:	\$130,000	\$130,000
Annual maintenance and miscellaneous:	\$20,000	\$25,000
Annual sludge disposal:	\$5,000	\$5,500
Annual site leases:	\$108,756	\$108,756
Annual miscellaneous engineering:	\$20,000	\$25,000

The figures above represent preliminary costs and can vary depending on the exact location and treatment method used by the proposed wastewater treatment plant. It is assumed that the wastewater treatment plant is located directly northeast of Muse Village on land owned by LBI. SLU plans to lease the land around the wastewater treatment plant and access road from LBI. The lease will have a 99-year duration and charge the fair market value per acre annually for maintenance building and wastewater treatment plant sites. The lease terms will be re-negotiated at three year increments. Table 9-2 shows the cost by year until build-out. The wastewater plant will be constructed in three phases, with the plant capacity increasing by 400,000 GPD per phase.

**Table 9-2: Wastewater Facilities Cost by Year**

<b>Part 1: Backbone - Wastewater System</b>					
<b>ITEM No.</b>	<b>Item Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Estimated Price</b>
1	1.2 MGD Wastewater Plant & Injection Well	1	EA	\$ 12,800,000	\$ 16,000,000
2	Master Pump Station	3	EA	\$ 1,100,000	\$ 4,125,000
3	Force Mains	1	LS	\$ 1,493,135	\$ 1,866,419
<b>PART 1 SUB-TOTAL</b>					<b>\$21,991,419</b>

<b>Part 1: Development Wastewater System</b>					
<b>ITEM No.</b>	<b>Item Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Estimated Price</b>
1	Gravity Sewer	1	LS	\$ 14,250,000	\$ 17,812,500
2	Lift Stations	1	LS	\$ 1,476,000	\$ 1,845,000
3	Force Mains	1	LS	\$ 825,000	\$ 1,031,250
<b>PART 1 SUB-TOTAL</b>					<b>\$20,688,750</b>

\*Does not include engineering and permitting fees estimated at 12% of construction costs

**Plant Cost**

<b>Year</b>	<b>Max Day Flow Capacity (GPD)</b>	<b>Costs</b>
0	400,000	\$ 8,000,000
5	800,000	\$ 3,200,000
12	1,200,000	\$ 4,800,000
<b>Total</b>		<b>\$ 16,000,000</b>

\*Does not include engineering and permitting fees estimated at 12% of construction costs

**Yearly Costs for the entire Backbone System.**

<b>Year</b>	<b>WasteWater</b>
0	\$ 10,186,928
1	\$ 124,428
2	\$ 124,428
3	\$ 124,428
4	\$ 124,428
5	\$ 4,149,428
6	\$ 124,428
7	\$ 124,428
8	\$ 124,428
9	\$ 124,428
10	\$ 124,428
11	\$ 124,428
12	\$ 6,161,928
13	\$ 124,428
14	\$ 62,214
15	\$ 62,214
16	\$ -
17	\$ -
<b>Totals</b>	<b>\$ 21,991,419</b>

**Yearly Costs for the Entire Development System.**

<b>Year</b>	<b>WasteWater</b>
0	\$ 9,309,938
1	\$ 2,068,875
2	\$ 2,068,875
3	\$ 2,068,875
4	\$ 1,034,438
5	\$ 1,034,438
6	\$ 517,219
7	\$ 517,219
8	\$ 517,219
9	\$ 310,331
10	\$ 206,888
11	\$ 206,888
12	\$ 206,888
13	\$ 206,888
14	\$ 206,888
15	\$ 206,888
16	\$ -
17	\$ -
<b>Totals</b>	<b>\$ 20,688,750</b>

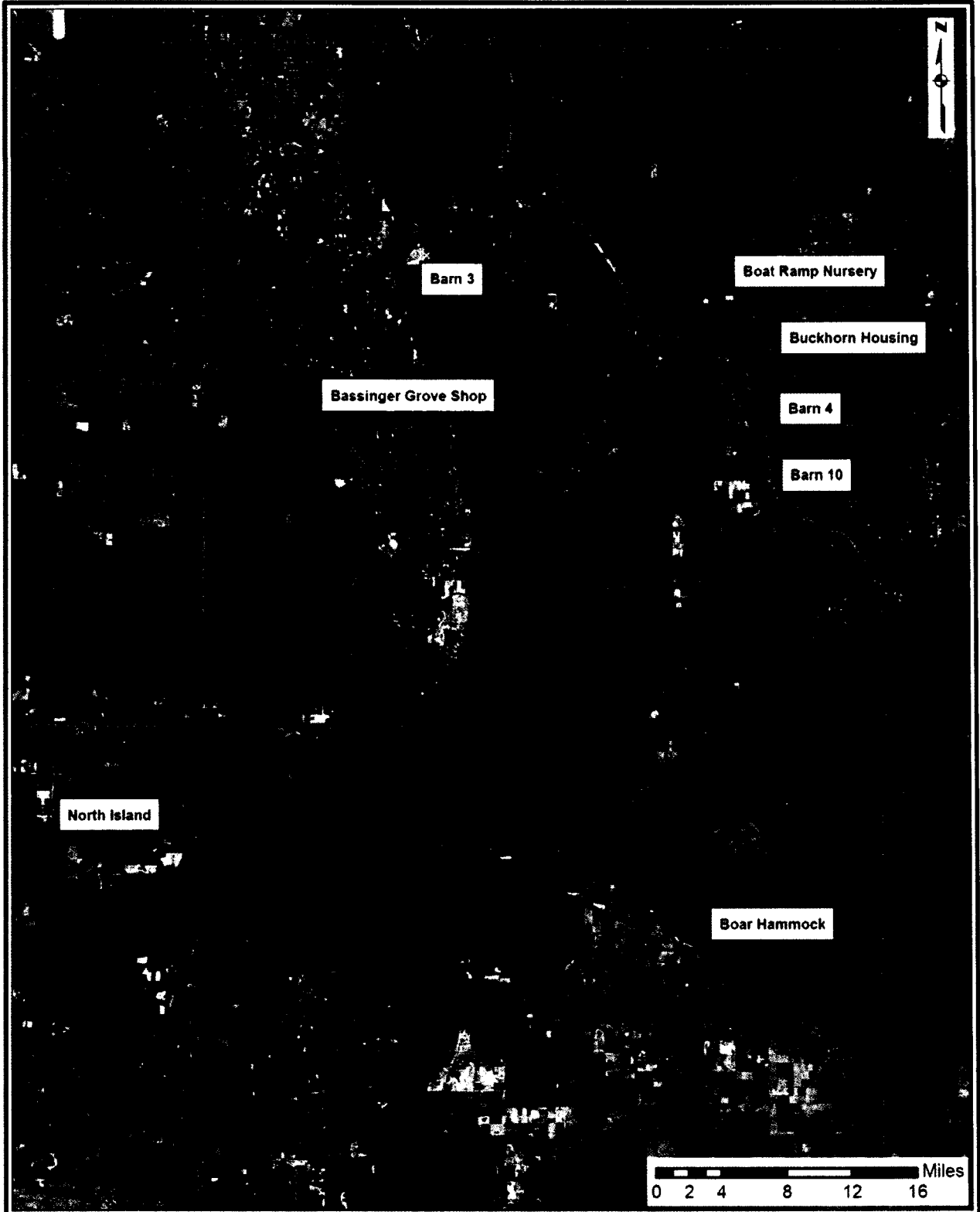
\*Does not include engineering and permitting fees estimated at 12% of construction costs

**APPENDIX A**

**APPENDIX A TABLE OF CONTENTS**  
**FACILITIES IDENTIFICATION PHOTOGRAPHS**

<b><u>Description</u></b>	<b><u>Page No.</u></b>
<i>Basinger Grove Shop Facility</i> .....	A-4
<i>Barn 10 Facility</i> .....	A-4
<i>Barn 10 Upper Floridan Well</i> .....	A-5
<i>Boat Ramp Nursery Facility</i> .....	A-5
<i>Boat Ramp Nursery Well</i> .....	A-6
<i>Boat Ramp Nursery Water Treatment System</i> .....	A-6
<i>Buckhorn Housing Facility</i> .....	A-7
<i>Basinger Grove Barn 3 System</i> .....	A-7
<i>Basinger Grove Barn 4 System</i> .....	A-8
<i>Boar Hammock Well</i> .....	A-8
<i>Boar Hammock Water Treatment System</i> .....	A-9
<i>North Island Well</i> .....	A-9
<i>North Island System</i> .....	A-10
<i>Typical Domestic Well</i> .....	A-10
<i>Connection to Seminole Water Plant</i> .....	A-11



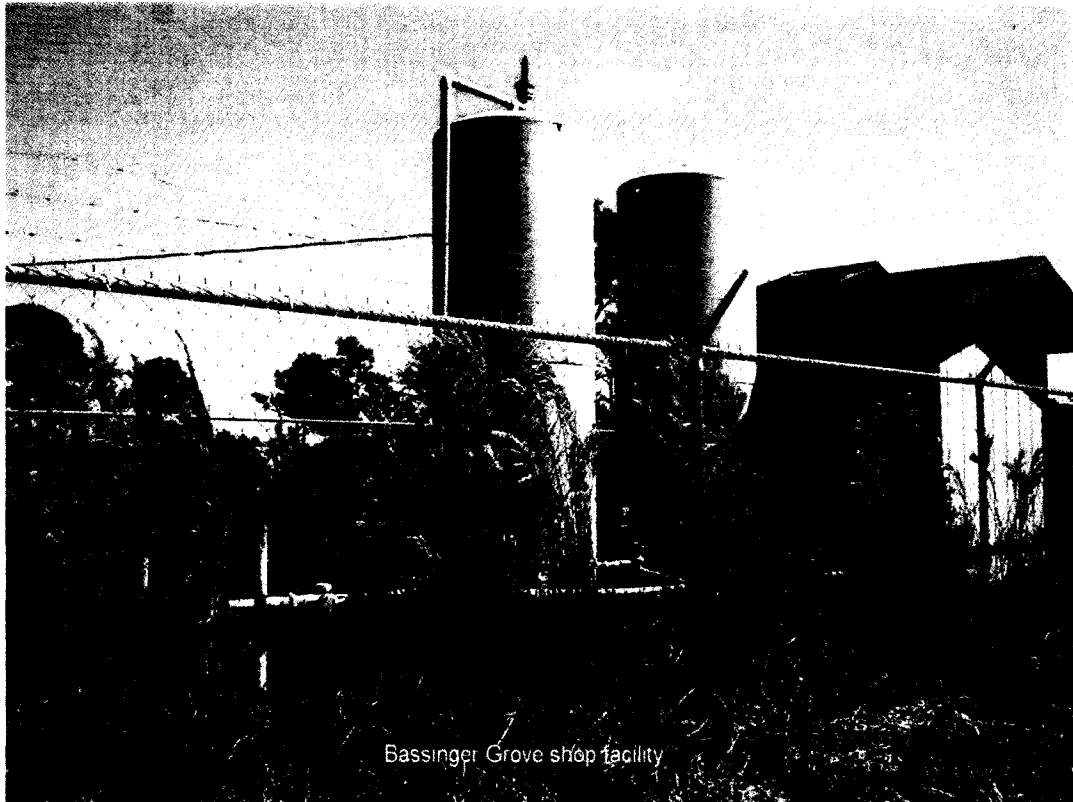


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Silver Lake Utilities  
Location Map for Appendix A Photos

DATE	PROJECT	PROJECT NO.	SHEET NO.	SHEET TOTAL
2/20/08	2008-001	2008-001	A-3 of 45	45



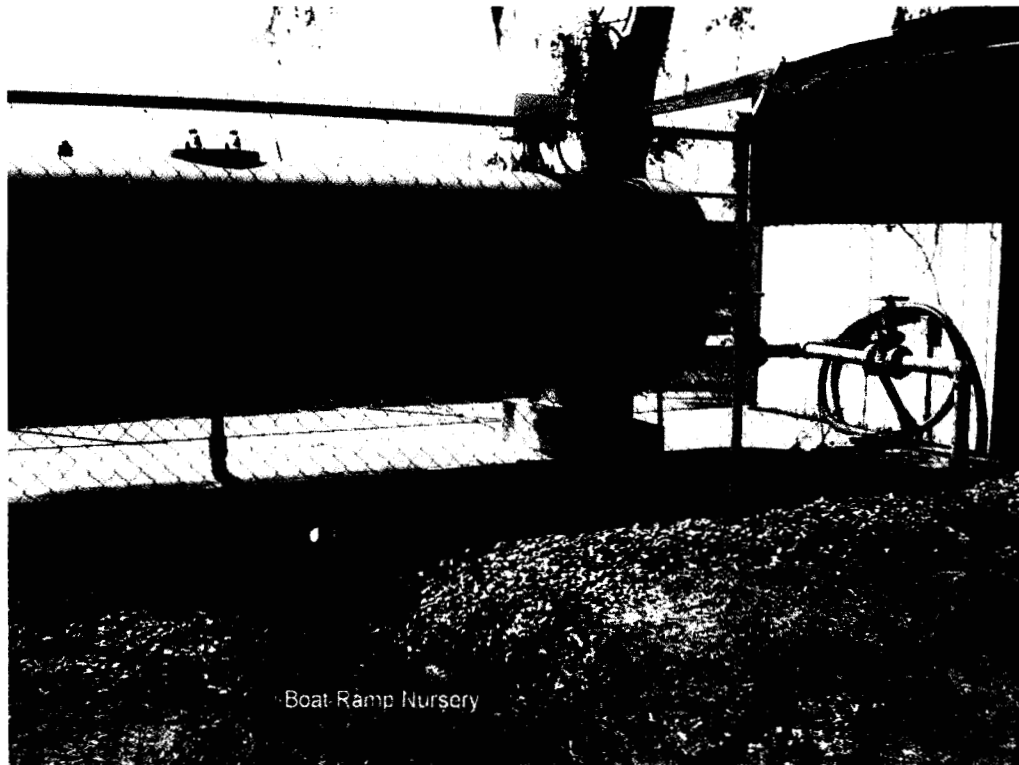
*Bassinger Grove Shop Facility*



*Barn 10 Facility*



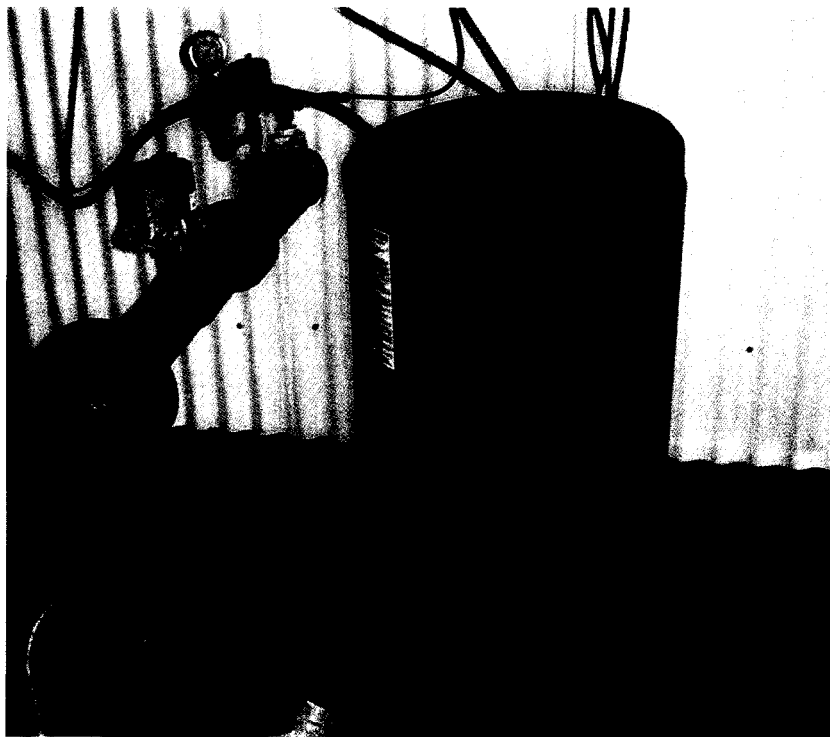
*Barn 10 Upper Floridan Well*



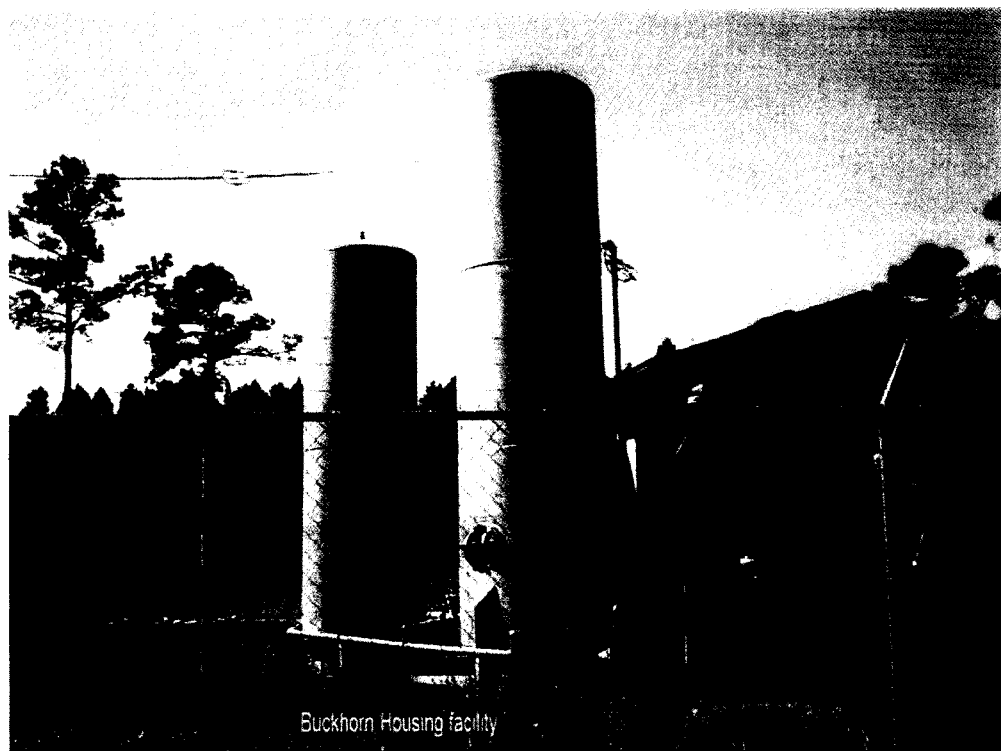
*Boat Ramp Nursery Facility*



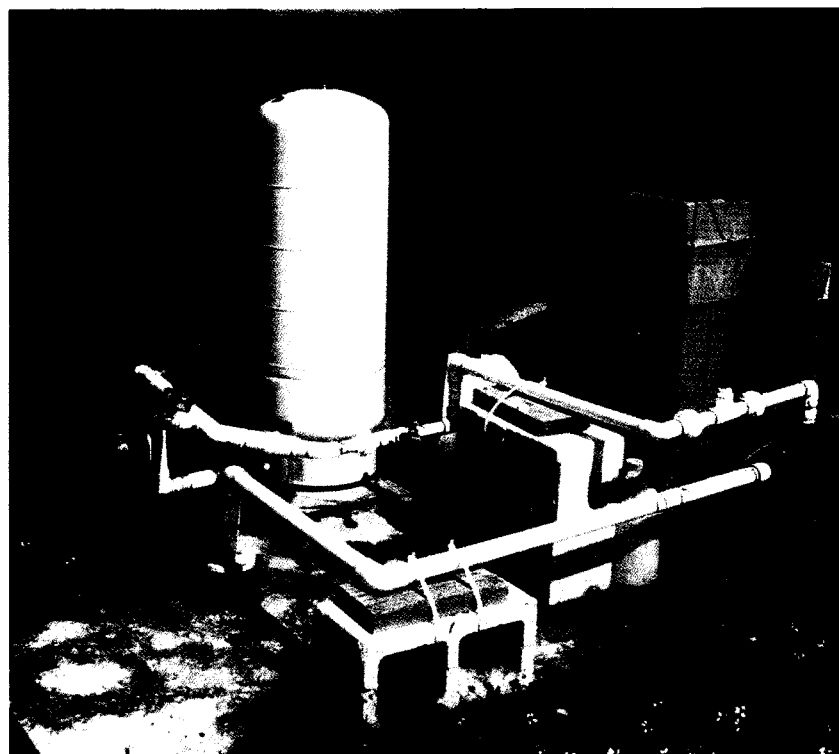
*Boat Ramp Nursery Well*



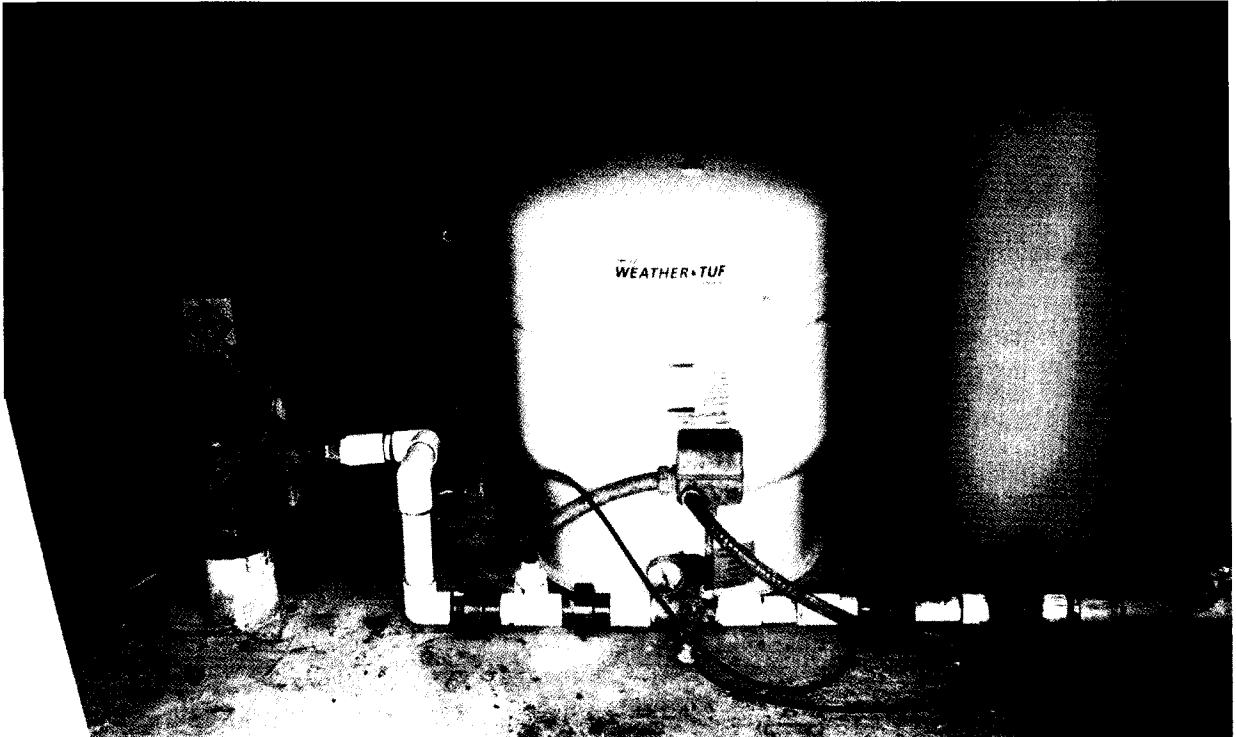
*Boat Ramp Nursery Water Treatment System*



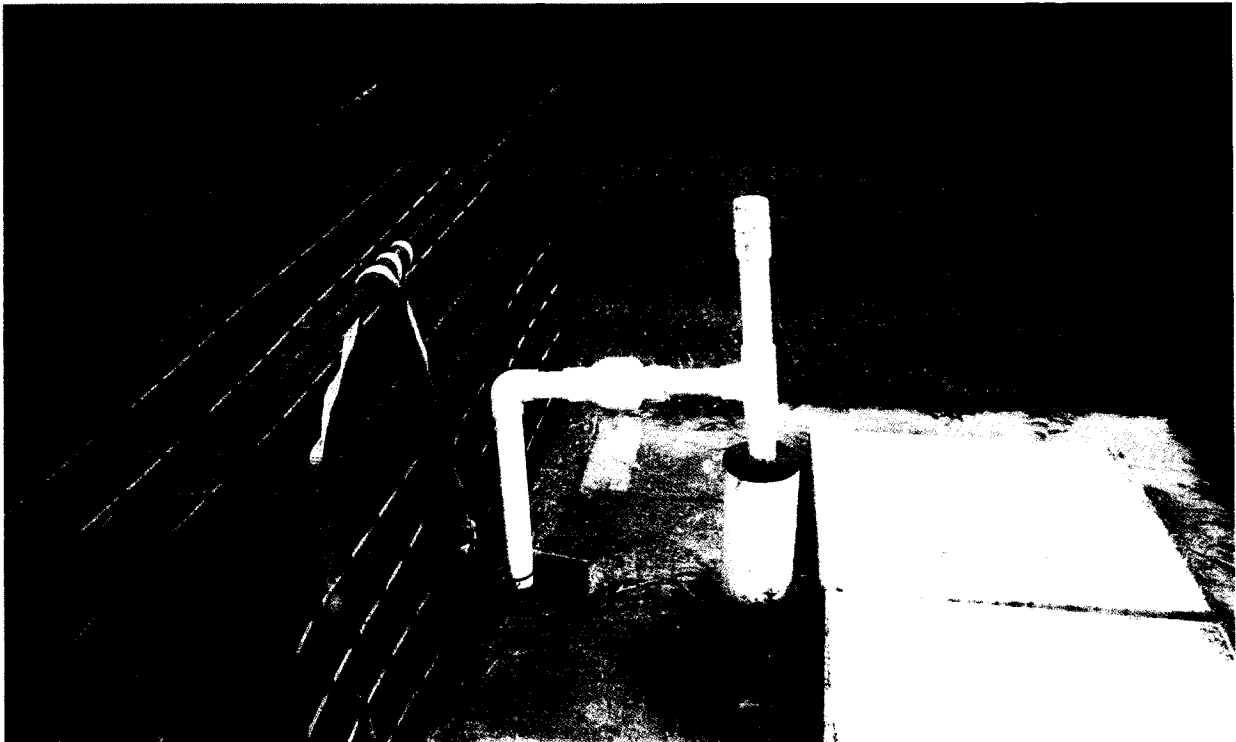
*Buckhorn Housing Facility*



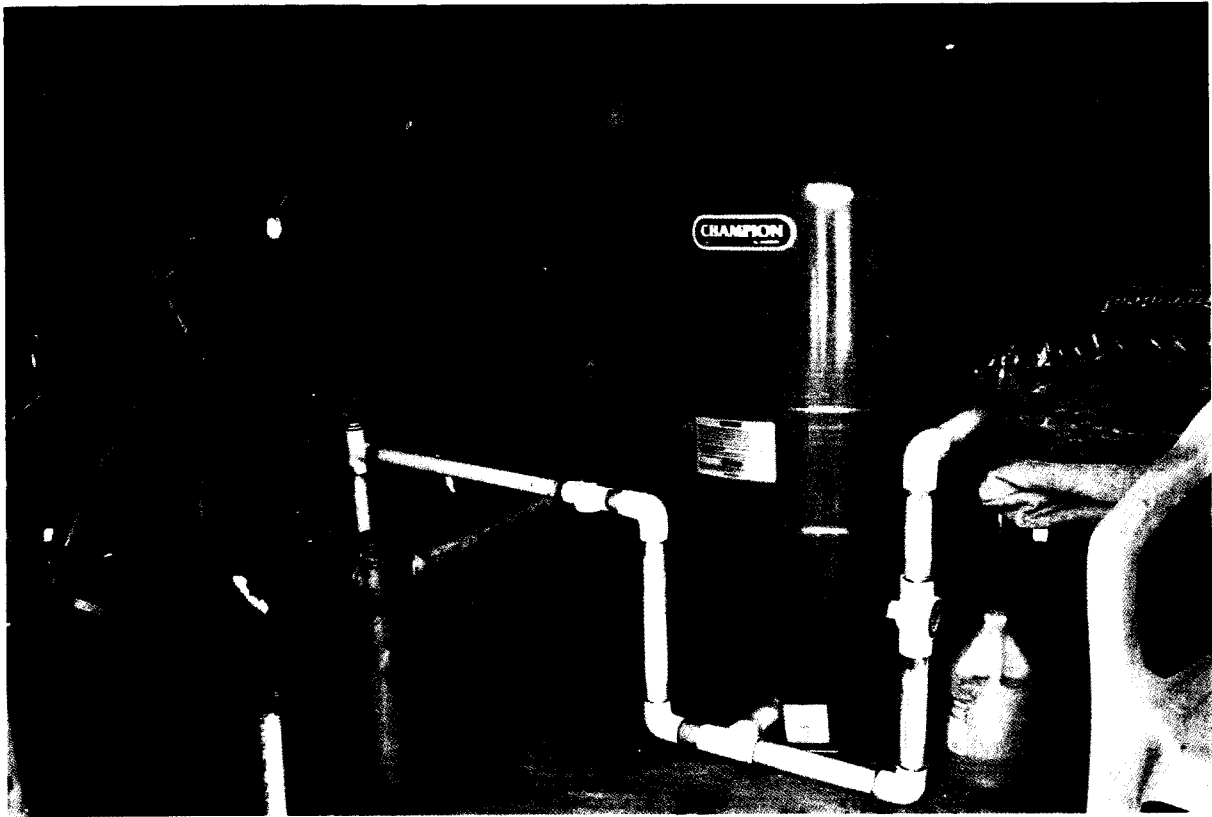
*Basinger Grove Barn 3 System*



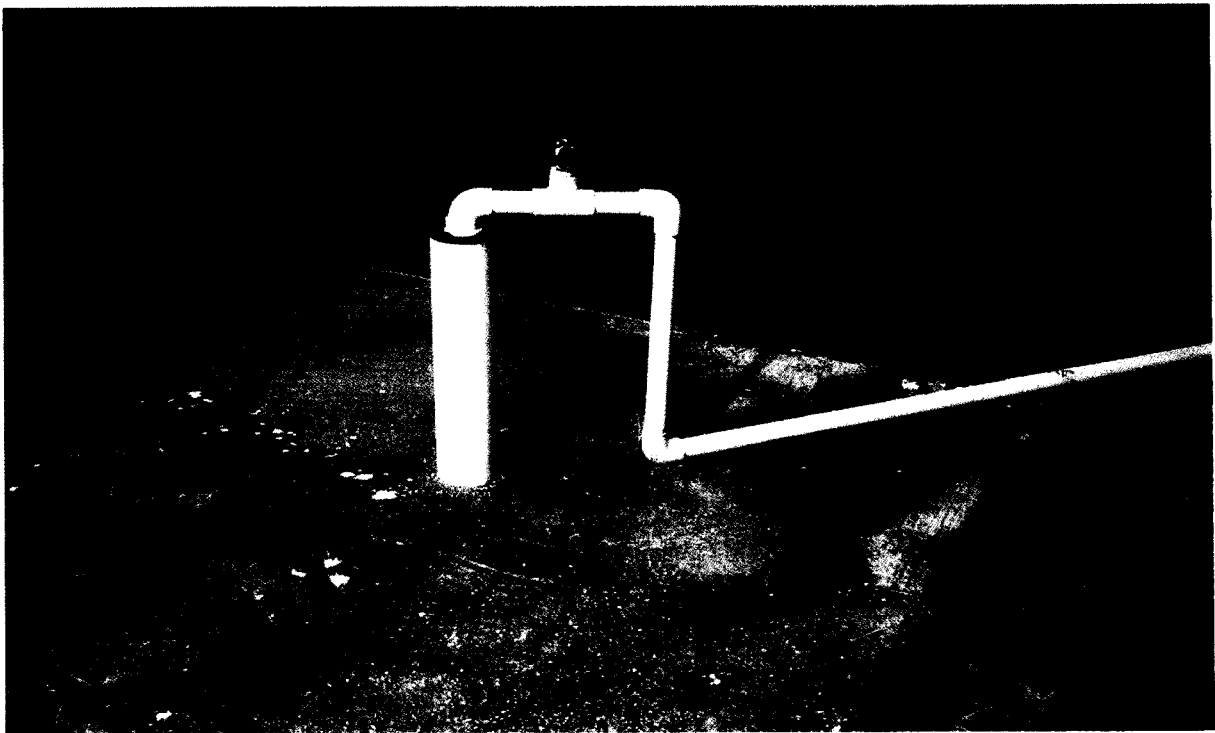
*Basinger Grove Barn 4 System*



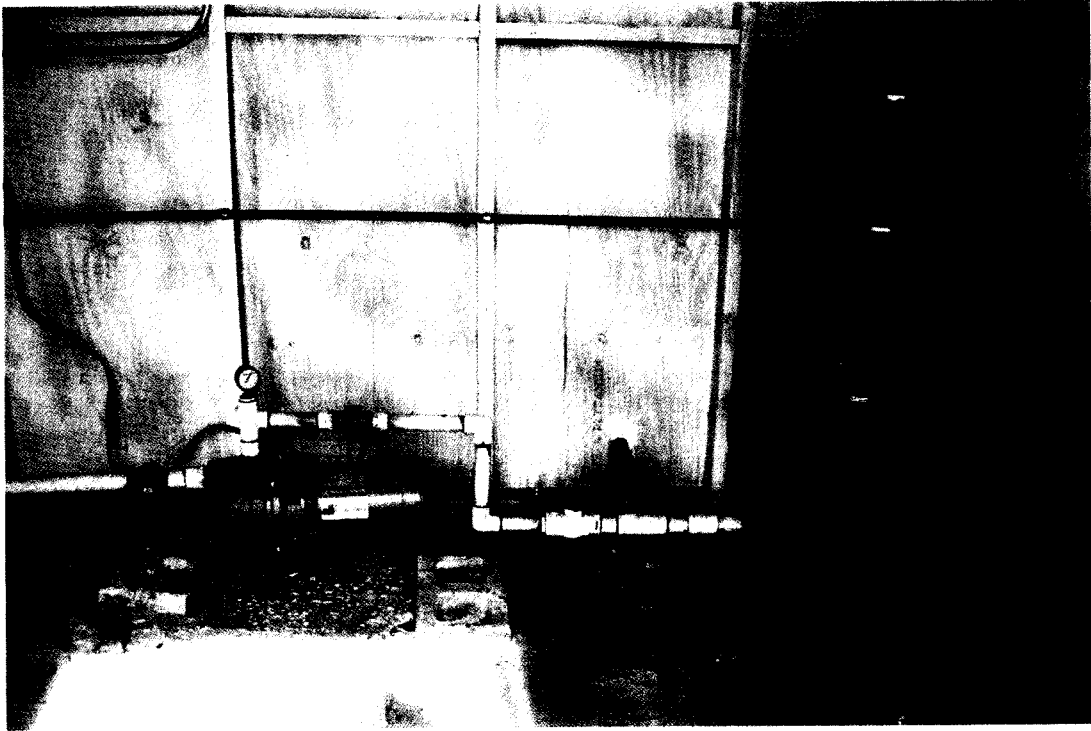
*Boar Hammock Well*



*Boar Hammock Water Treatment System*



*North Island Well*



*North Island System*



*Typical Domestic Well*





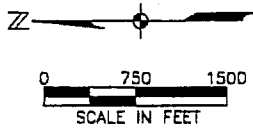
*Connection to Seminole Water Plant*

**APPENDIX B**

<b>Pumped Wells</b>						
<b>Facility Name</b>	<b>Const. Date</b>	<b>Est. Age</b>	<b>Est. Original Cost</b>	<b>Diameter</b>	<b>Total Depth</b>	<b>Cased Depth</b>
W-3-36-31	1975	31	\$2,800	2"	50'	25'
W-10-36-31	1975	31	\$2,800	2"	50'	25'
W-29-35-32	1985	21	\$1,700	2"	120'	60'
W-33-35-32	1993	13	\$64,500	2"	50'	25'
W-3-36-32-B	1993	13	\$63,600	2"	50'	25'
W-3-36-32-A	1989	17	\$113,000	4"	120'	60'
W-12-36-31	1980	26	\$6,100	2"	50'	25'
W-5-36-32	1985	21	\$7,900	2"	50'	25'
W-16-36-32	1987	19	\$8,500	4"	50'	25'
W-30-36-33	1993	13	\$88,600	2"	50'	25'
W-21-41-31-B	1998	8	\$7,600	2"	50'	25'
W-4-42-32-A	2002	4	\$2,300	2"	50'	25'
W-4-42-32-B	2002	4	\$2,300	10"/6"	778'	440'
W-17-41-30	2002	4	\$8,900	4"	120'	60'
W-4-42-32-C	1980	26	\$1,000	2"	120'	60'
W-20-42-32-A	1975	31	\$900	2"	120'	60'
W-20-42-32-B	1975	31	\$900	6"	305'	240'
W-21-41-31-A	1975	31	\$900	6"	300'	260'
W-19-41-31	1975	31	\$900	4"	120'	60'
W-35-41-28-A	1955	51	\$400	1.5"	120'	60'
W-35-41-28-B	1955	51	\$400	10"/6"	778'	440'
W-21-40-28	1960	46	\$500	4"	120'	60'

<b>Bulk Water Connections</b>				
<b>Facility Name</b>	<b>Diameter</b>	<b>Construction Date</b>	<b>Est. Age</b>	<b>Est. Original Cost</b>
BWC-11-38-32	1"	1996	10	\$5,067
BWC-23-38-32	6"	1993	13	\$10,510
BWC-2-38-32-A	4"	1996	10	\$8,445
BWC-2-38-32-B	1"	1996	10	\$5,067
BWC-26-38-32	1"	1975	31	\$2,223
BWC-35-37-32-A	2"	1972	34	\$1,977
BWC-35-37-32-B	1"	1996	10	\$5,067

**APPENDIX C**



State Road 29

Section 10

Section 15

Lease 3

Lease 6

Lease 5

Lease 2

Lease 4

Section 9

Section 16

Lease 1

Section 8

Section 17

Township 42 South,  
Range 29 East

County Road S-731

S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE OVERALL) tmw Oct 04, 2006 - 4:15pm

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Silver Lake Utilities  
Key Sheet - Lease Locations

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	17-42-29	As Shown	1

**Description Lease 1**

A 30 foot wide strip of land lying in Sections 8, 9, 16, and 17, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:

Commence at the center of Section 17, Township 42 South, Range 29 East, and run S89°24'27"E, along the South line of the Northeast one-quarter of said Section 17, a distance of 50.00 feet to the Point of Beginning of the parcel of land herein described; Thence N00°23'09"E, parallel with and 50.00 feet East of the West line of the Southeast one-quarter of said Section 17, a distance of 0.13 feet; Thence N00°30'45"E, parallel with and 50.00 feet East of the West line of the Northeast one-quarter of said Section 17, a distance of 64.62 feet; Thence N43°06'40"E a distance of 2,999.16 feet; Thence N66°33'29"E a distance of 187.39 feet; Thence N42°46'28"E a distance of 200.45 feet; Thence N28°58'21"E a distance of 250.81 feet; Thence N56°18'54"E a distance of 294.37 feet; Thence N88°21'01"E a distance of 948.46 feet; Thence S87°38'50"E a distance of 282.06 feet; Thence N88°00'39"E a distance of 685.48 feet; Thence N87°35'40"E a distance of 470.19 feet; Thence S54°21'00"E a distance of 224.58 feet; Thence S70°57'25"E a distance of 337.85 feet; Thence S74°33'55"E a distance of 965.05 feet; Thence S42°56'11"E a distance of 401.00 feet; Thence S56°58'14"E a distance of 418.74 feet; Thence N00°00'00"E a distance of 701.11 feet; Thence N90°00'00"E a distance of 30.00 feet; Thence S00°00'00"E a distance of 750.28 feet; Thence N65°56'24"W a distance of 32.85 feet; Thence N56°58'14"W a distance of 441.94 feet; Thence N42°56'11"W a distance of 296.20 feet; Thence N74°33'55"W a distance of 957.50 feet; Thence N70°57'25"W a distance of 343.17 feet; Thence N54°21'00"W a distance of 218.61 feet; Thence S87°35'40"W a distance of 459.96 feet; Thence S88°00'39"W a distance of 686.72 feet; Thence N87°38'50"W a distance of 282.15 feet; Thence S88°21'01"W a distance of 938.80 feet; Thence S56°18'54"W a distance of 278.46 feet; Thence S28°58'21"W a distance of 247.15 feet; Thence S42°46'28"W a distance of 210.40 feet; Thence S66°33'29"W a distance of 187.48 feet; Thence S43°06'40"W a distance of 2,981.24 feet; Thence S00°30'45"W, parallel with and 80.00 feet East of the West line of the Northeast one-quarter of said Section 17, a distance of 52.89 feet; Thence S00°23'09"W, parallel with and 80.00 feet East of the West line of the Southeast one-quarter of said Section 17, a distance of 0.20 feet to a point on the South line of the Northeast one-quarter of said Section 17; Thence continue S00°23'09"W, parallel with and 80.00 feet East of the West line of the Southeast one-quarter of said Section 17, a distance of 435.00 feet; Thence N89°24'27"W a distance of 30.00 feet, to a point on the Eastern right-of-way of County Road Number S-731; Thence N00°23'09"E, along the Eastern right-of-way of County Road Number S-731, a distance of 26.22 feet, to the point of curvature; Thence departing said Eastern right-of-way of County Road Number S-731, N00°23'09"E, parallel with and 50.00 feet East of the West line of the Southeast one-quarter of said Section 17, a distance of 408.79 feet to the Point of Beginning. Containing 6.74 acres, more or less.

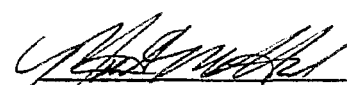
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°23'09"W	0.13'
L2	N00°30'45"E	64.62'
L3	N43°06'40"E	2999.16'
L4	N66°33'29"E	187.39'
L5	N42°46'28"E	200.45'
L6	N28°58'21"E	250.81'
L7	N56°18'54"E	294.37'
L8	N88°21'01"E	948.46'
L9	S87°38'50"E	282.06'
L10	N88°00'39"E	685.48'
L11	N87°35'40"E	470.19'
L12	S54°21'00"E	224.58'
L13	S70°57'25"E	337.85'
L14	S74°33'55"E	965.05'
L15	S42°56'11"E	401.00'
L16	S56°58'14"E	418.74'
L17	N00°00'00"E	701.11'
L18	N90°00'00"E	30.00'
L19	S00°00'00"E	750.28'
L20	N65°56'24"W	32.85'
L21	N56°58'14"W	441.94'
L22	N42°56'11"W	296.20'
L23	N74°33'55"W	957.50'
L24	N70°57'25"W	343.17'
L25	N54°21'00"W	218.61'
L26	S87°35'40"W	459.96'
L27	S88°00'39"W	686.72'
L28	N87°38'50"W	282.15'
L29	S88°21'01"W	938.80'
L30	S56°18'54"W	278.46'
L31	S28°58'21"W	247.15'
L32	S42°46'28"W	210.40'
L33	S66°33'29"W	187.48'
L34	S43°06'40"W	2981.24'
L35	S00°30'45"W	52.89'
L36	S00°23'09"W	0.20'
L37	S00°23'09"W	435.00'
L38	N89°24'27"W	30.00'
L39	N00°23'09"E	408.79'

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**NOTES:**

1. Bearings hereinabove mentioned are based on the West line of the Northeast one-quarter of Section 17, Township 42 South, Range 29 East as bearing N00°30'45"E, State Plane Coordinate, Florida East Zone, NAD 83(99) feet.
2. This sketch does not make any representation as to zoning or development restrictions on the subject parcel.
3. POC = Point of Commencement.
4. POB = Point of Beginning.
5. Desc. = Description

**THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**

  
 Matthew M. Howard (For he firm LB-642)  
 Professional Surveyor and Mapper  
 Florida Certificate No. 4912

Date signed: 10-4-06  
 Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.



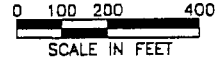
251 WEST HICKPOCHEE AVENUE  
 LABELLE, FLORIDA 33935  
 PHONE (863) 612-0594  
 FAX (863) 612-0341  
 E.B. #642 & L.B. #642

Silver Lake Utilities  
 Lease 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	17-42-28	As Shown	1 OF 4

S:\20055650\MOUSE AREA LEASES\MOUSE AREA LEASES.dwg (LEASE 1 (1)) tmm Oct 04, 2006 - 4:16pm

Section 8



North line of Section 17, Township 42 South, Range 29 East

MATCHLINE A

LINE	BEARING	DISTANCE
L1	S00°23'09"W	0.13'
L2	N00°30'45"E	64.62'
L3	N43°06'40"E	2899.16'
L4	N66°33'29"E	187.39'
L5	N42°46'28"E	200.45'
L6	N28°58'21"E	250.81'
L7	N56°18'54"E	294.37'
L8	N88°21'01"E	948.46'
L9	S87°38'50"E	282.06'
L10	N88°00'39"E	685.48'
L11	N87°35'40"E	470.19'
L12	S54°21'00"E	224.58'
L13	S70°57'25"E	337.85'
L14	S74°33'55"E	965.05'
L15	S42°56'11"E	301.00'
L16	S56°58'14"E	418.74'
L17	N00°00'00"E	701.11'
L18	N90°00'00"E	30.00'
L19	S00°00'00"E	750.28'
L20	N65°56'24"W	32.85'
L21	N58°58'14"W	441.94'
L22	N42°56'11"W	296.20'
L23	N74°33'55"W	957.50'
L24	N70°57'25"W	343.17'
L25	N54°21'00"W	218.61'
L26	S87°35'40"W	459.96'
L27	S88°00'39"W	686.72'
L28	N87°38'50"W	282.15'
L29	S88°21'01"W	938.80'
L30	S56°18'54"W	278.46'
L31	S28°58'21"W	247.15'
L32	S42°46'28"W	210.40'
L33	S66°33'29"W	187.48'
L34	S43°06'40"W	2981.24'
L35	S00°30'45"W	52.89'
L36	S00°23'09"W	0.20'
L37	S00°23'09"W	435.00'
L38	N89°24'27"W	30.00'
L39	N00°23'09"E	408.79'

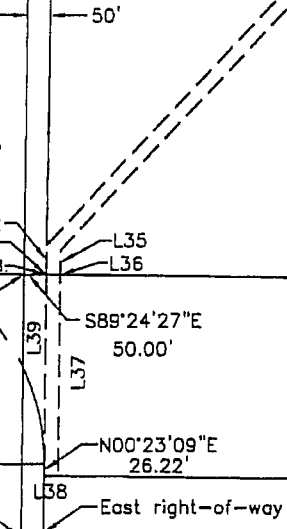
West line of the Northeast one-quarter of Section 17, Township 42 South, Range 29 East

Section 17

South line of the Northeast one-quarter of Section 17, Township 42 South, Range 29 East

P.O.C.  
Center of Section 17,  
Township 42 South,  
Range 29 East

County Road  
No. S-731



P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
P.C. = Point of Curvature  
No. = Number



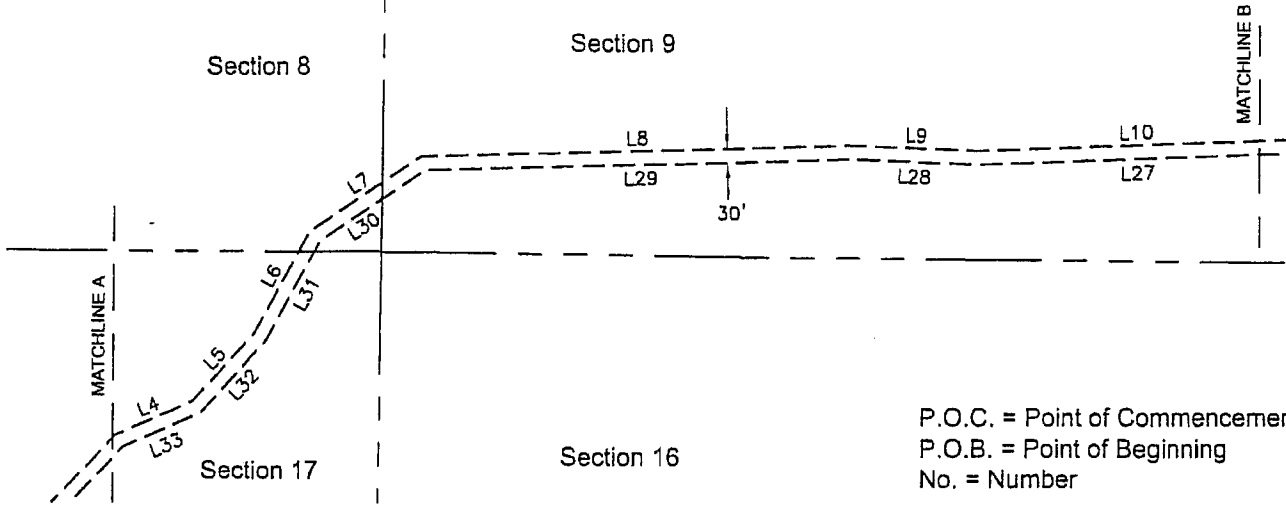
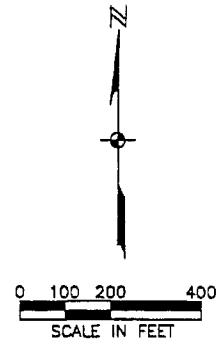
251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	17-42-29	As Shown	2 OF 4

S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE 1 (2)) trnw Oct 04, 2006 - 4:16pm

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°23'09"W	0.13'
L2	N00°30'45"E	64.62'
L3	N43°08'40"E	2998.16'
L4	N56°33'29"E	187.39'
L5	N42°46'28"E	200.45'
L6	N28°58'21"E	250.81'
L7	N56°18'54"E	294.37'
L8	N88°21'01"E	948.46'
L9	S87°38'50"E	282.06'
L10	N88°00'39"E	685.48'
L11	N87°35'40"E	470.19'
L12	S54°21'00"E	224.58'
L13	S70°57'25"E	337.85'
L14	S74°33'55"E	965.05'
L15	S42°56'11"E	301.00'
L16	S56°58'14"E	418.74'
L17	N00°00'00"E	701.11'
L18	N90°00'00"E	30.00'
L19	S00°00'00"E	750.28'
L20	N65°56'24"W	32.85'
L21	N56°58'14"W	441.94'
L22	N42°56'11"W	296.20'
L23	N74°33'55"W	957.50'
L24	N70°57'25"W	343.17'
L25	N54°21'00"W	218.61'
L26	S87°35'40"W	459.96'
L27	S88°00'39"W	686.72'
L28	N87°38'50"W	282.15'
L29	S88°21'01"W	938.80'
L30	S56°18'54"W	278.46'
L31	S28°58'21"W	247.15'
L32	S42°46'28"W	210.40'
L33	S66°33'29"W	187.48'
L34	S43°08'40"W	2981.24'
L35	S00°30'45"W	52.89'
L36	S00°23'09"W	0.20'
L37	S00°23'09"W	435.00'
L38	N89°24'27"W	30.00'
L39	N00°23'09"E	408.79'



P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
No. = Number

**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	17-42-29	As Shown	3 OF 4



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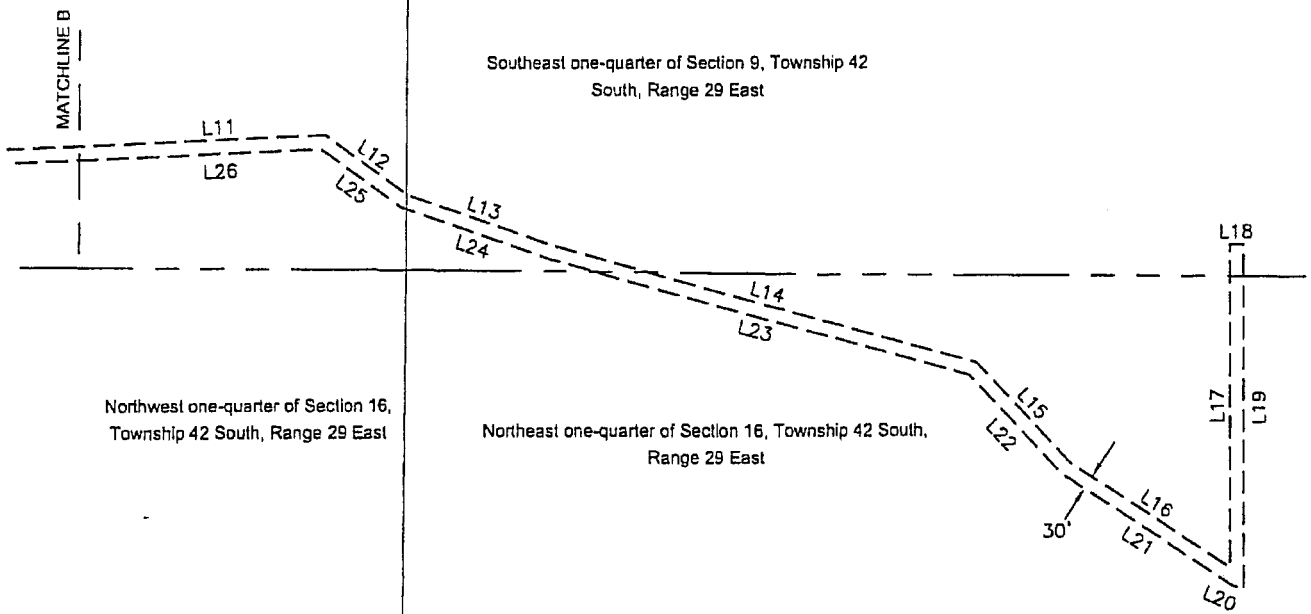
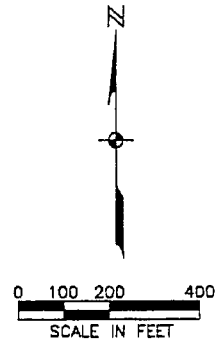
Southwest one-quarter of  
Section 9, Township 42  
South, Range 29 East

Southeast one-quarter of Section 9, Township 42  
South, Range 29 East

Northwest one-quarter of Section 16,  
Township 42 South, Range 29 East

Northeast one-quarter of Section 16, Township 42 South,  
Range 29 East

LINE	BEARING	DISTANCE
L1	S00°23'09"W	0.13'
L2	N00°30'45"E	64.62'
L3	N43°06'40"E	2999.16'
L4	N66°33'29"E	187.39'
L5	N42°46'28"E	200.45'
L6	N28°58'21"E	250.81'
L7	N56°18'54"E	294.37'
L8	N88°21'01"E	948.46'
L9	S87°38'50"E	282.06'
L10	N88°00'39"E	685.48'
L11	N87°35'40"E	470.19'
L12	S54°21'00"E	224.58'
L13	S70°57'25"E	337.85'
L14	S74°33'55"E	965.05'
L15	S42°56'11"E	301.00'
L16	S56°58'14"E	418.74'
L17	N00°00'00"E	701.11'
L18	N90°00'00"E	30.00'
L19	S00°00'00"E	750.28'
L20	N65°56'24"W	32.85'
L21	N56°58'14"W	441.94'
L22	N42°56'11"W	296.20'
L23	N74°33'55"W	957.50'
L24	N70°57'25"W	343.17'
L25	N54°21'00"W	218.61'
L26	S87°35'40"W	459.96'
L27	S88°00'39"W	688.72'
L28	N87°38'50"W	282.15'
L29	S88°21'01"W	938.80'
L30	S56°18'54"W	278.46'
L31	S28°58'21"W	247.15'
L32	S42°46'28"W	210.40'
L33	S66°33'29"W	187.48'
L34	S43°06'40"W	2981.24'
L35	S00°30'45"W	52.89'
L36	S00°23'09"W	0.20'
L37	S00°23'09"W	435.00'
L38	N89°24'27"W	30.00'
L39	N00°23'09"E	408.79'



P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
No. = Number

**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
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FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	17-42-29	As Shown	4 OF 4

**Description Lease 2**

A parcel of land lying in Sections 15 and 16, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:

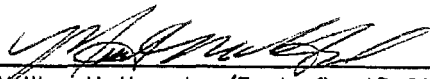
Commence at the East one-quarter corner of said Section 16 as the Point of Beginning of the parcel of land herein described; Thence S87°03'37"E, along the South line of the Northwest one-quarter of said Section 15, a distance of 101.91 feet; Thence N00°00'00"E a distance of 50.07 feet; Thence continue N00°00'00"E a distance of 1,189.58 feet; Thence N90°00'00"W a distance of 154.36 feet; Thence N03°47'05"W a distance of 344.06 feet; Thence N22°35'20"W a distance of 202.09 feet; Thence N54°17'53"W a distance of 199.49 feet; Thence N86°06'05"W a distance of 285.28 feet; Thence N65°56'24"W a distance of 225.27 feet; Thence continue N65°56'24"W a distance of 32.85 feet; Thence S54°47'43"W a distance of 271.17 feet; Thence S19°45'18"W a distance of 232.34 feet; Thence N89°59'38"W a distance of 239.76 feet; Thence S19°45'18"W a distance of 232.34 feet; Thence S65°56'54"W a distance of 261.70 feet; Thence S06°52'30"E a distance of 360.92 feet; Thence S82°05'53"E a distance of 288.28 feet; Thence N33°34'40"E a distance of 284.86 feet; Thence N83°42'32"E a distance of 379.32 feet; Thence S59°29'07"E a distance of 173.83 feet; Thence S21°40'05"W a distance of 180.34 feet; Thence S36°47'21"W a distance of 204.92 feet; Thence S37°43'53"E a distance of 386.58 feet; Thence S20°17'13"E a distance of 672.57 feet to a point on the South line of the Northeast one-quarter of said Section 16; Thence S89°28'28"E, along the South line of the Northeast one-quarter of said Section 16, a distance of 585.50 feet to the Point of Beginning. Containing 49.79 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L40	S87°03'37"E	101.91'
L41	N00°00'00"E	50.07'
L42	N00°00'00"E	1189.58'
L43	N90°00'00"W	154.36'
L44	N03°47'05"W	344.06'
L45	N22°35'20"W	202.09'
L46	N54°17'53"W	199.49'
L47	N86°06'05"W	285.28'
L48	N65°56'24"W	225.27'
L49	N65°56'24"W	32.85'
L50	S54°47'43"W	271.17'
L51	S80°32'31"W	271.17'
L52	N89°59'38"W	239.76'
L53	S19°45'18"W	232.34'
L54	S65°56'54"W	261.70'
L55	S06°52'30"E	360.92'
L56	S82°05'53"E	288.28'
L57	N33°34'40"E	284.86'
L58	N83°42'32"E	379.32'
L59	S59°29'07"E	173.83'
L60	S21°40'05"W	180.34'
L61	S36°47'21"W	204.92'
L62	S37°43'53"E	386.58'
L63	S20°17'13"E	672.57'
L64	S89°28'28"E	585.50'

**NOTES:**

1. Bearings hereinabove mentioned are based on the South line of the Northeast one-quarter of Section 16, Township 42 South, Range 29 East as bearing S89°28'28"E, State Plane Coordinate, Florida East Zone, NAD 83(99) feet.
2. This sketch does not make any representation as to zoning or development restrictions on the subject parcel.
3. POC = Point of Commencement.
4. POB = Point of Beginning.
5. Desc. = Description

**THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**

  
 Matthew M. Howard (For the firm LB-642)  
 Professional Surveyor and Mapper  
 Florida Certificate No. 4912

Date signed: 10-4-06  
 Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

S:\20055650\WUSE AREA LEASES\WUSE AREA LEASES.dwg (LEASE 2 Desc) tnmw Oct 04, 2006 - 4:16pm



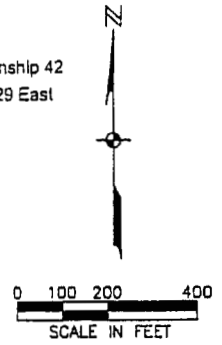
251 WEST HICKPOCHEE AVENUE  
 LABELLE, FLORIDA 33935  
 PHONE (863) 612-0594  
 FAX (863) 612-0341  
 E.B. #642 & L.B. #842

Silver Lake Utilities  
 Lease 2

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	16-42-29	As Shown	1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L40	S87°03'37"E	101.91'
L41	N00°00'00"E	50.07'
L42	N00°00'00"E	1189.58'
L43	N90°00'00"W	154.36'
L44	N03°47'05"W	344.06'
L45	N22°35'20"W	202.09'
L46	N54°17'53"W	199.49'
L47	N86°06'05"W	285.28'
L48	N69°56'24"W	225.27'
L49	N65°56'24"W	32.85'
L50	S54°47'43"W	288.03'
L51	S80°32'31"W	271.17'
L52	N89°59'38"W	239.76'
L53	S19°45'18"W	232.34'
L54	S65°56'54"W	261.70'
L55	S06°52'30"E	360.92'
L56	S82°05'53"E	288.26'
L57	N33°34'40"E	284.86'
L58	N83°42'32"E	379.32'
L59	S59°29'07"E	173.83'
L60	S21°40'05"W	180.34'
L61	S36°47'21"W	204.92'
L62	S37°43'53"E	388.58'
L63	S20°17'13"E	672.57'
L64	S89°28'28"E	585.50'

Section 10, Township 42 South, Range 29 East



Northeast corner of Section 16, Township 42 South, Range 29 East

Northwest one-quarter of Section 15, Township 42 South, Range 29 East

Northeast one-quarter of Section 16, Township 42 South, Range 29 East

South line of the Northeast one-quarter of Section 16, Township 42 South, Range 29 East

South line of the Northwest one-quarter of Section 15, Township 42 South, Range 29 East

P.O.C. & P.O.B.  
East one-quarter of Section 16, Township 42 South, Range 29 East

P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
No. = Number

S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE 2 (1)) tmm Oct 04, 2006 - 4:16pm

**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 2

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	16-42-29	As Shown	2 OF 2

**Description Lease 3**

A 50 foot wide strip of land lying in Section 15, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the West one-quarter corner of said Section 15 and run S87°03'37"E, along the South line of the Northwest one-quarter of said Section 15, a distance of 101.91 feet to the Point of Beginning of the parcel of land herein described; Thence continue S87°03'37"E, along the South line of the Northwest one-quarter of said Section 15, a distance of 2,545.54 feet; Thence continue S87°03'37"E, along the South line of the Northeast one-quarter of said Section 15, a distance of 1,100.14 feet to a point on the West right-of-way line of State Road Number 29; Thence N37°58'27"E, along the West right-of-way line of State Road Number 29, a distance of 61.06 feet; Thence N87°03'37"W, parallel with and 50 feet North of the South line of the Northeast one-quarter of said Section 15, a distance of 1,135.20 feet; Thence N87°03'37"W, parallel with and 50 feet North of the South line of the Northwest one-quarter of said Section 15, a distance of 2,548.11 feet; Thence S00°00'00"E a distance of 50.07 feet to the Point of Beginning.  
Containing 4.21 acres, more or less.

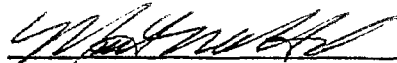
LINE TABLE		
LINE	BEARING	DISTANCE
L65	S87°03'37"E	2545.54'
L66	S87°03'37"E	1100.14'
L67	N37°58'27"E	61.06'
L68	N87°03'37"W	1135.20'
L69	N87°03'37"W	2548.11'
L70	S00°00'00"E	50.07'

S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE 3 Desc) lrmw Oct 04, 2006 - 4:16pm

**NOTES:**

1. Bearings hereinabove mentioned are based on the South line of the Northwest one-quarter of Section 15, Township 42 South, Range 29 East as bearing S87°03'37"E, State Plane Coordinate, Florida East Zone, NAD 83(99) feet.
2. This sketch does not make any representation as to zoning or development restrictions on the subject parcel.
3. POC = Point of Commencement.
4. POB = Point of Beginning.
5. Desc. = Description

**THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**

  
Matthew M. Howard (For the firm LB-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4912

Date signed: 10-4-06  
Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.



251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
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E.B. #642 & L.B. #642

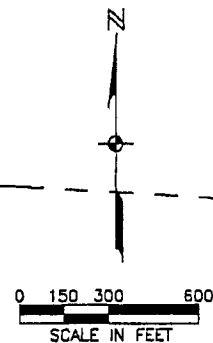
Silver Lake Utilities  
Lease 3

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	15-42-29	As Shown	1 OF 2

Section 10, Township 42 South, Range 29 East

Northeast corner of Section  
16, Township 42 South,  
Range 29 East

LINE	BEARING	DISTANCE
L65	S87°03'37"E	2545.54'
L66	S87°03'37"E	1100.14'
L67	N37°58'27"E	61.06'
L68	N87°03'37"W	1135.20'
L69	N87°03'37"W	2548.11'
L70	S00°00'00"E	50.07'



Section 16, Township 42  
South, Range 29 East

Northwest one-quarter of Section 15, Township  
42 South, Range 29 East

Northeast one-quarter of Section 15, Township  
42 South, Range 29 East

S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE 3 (1)) tnm Oct 04, 2006 - 4:17pm

N00°17'37"E 2664.87'

S87°03'37"E  
101.91'

P.O.B.

S87°03'37"E

L69

L65

L68

L66

P.O.C.  
West one-quarter of  
Section 15, Township 42  
South, Range 29 East

South line of the Northwest  
one-quarter of Section 15,  
Township 42 South, Range 29  
East

South line of the Northeast  
one-quarter of Section 15,  
Township 42 South, Range  
29 East

Southwest one-quarter of Section 15, Township  
42 South, Range 29 East

State Road No. 29  
West right-of-way  
East right-of-way  
Southeast one-quarter of  
Section 15, Township 42  
South, Range 29 East

P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
No. = Number

**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
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FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 3

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	15-42-29	As Shown	2 OF 2

Description Lease 4

A parcel of land lying in Section 9, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:  
Commence at the Southeast corner of said Section 9, Township 42 South, Range 29 East and run N89°22'52"W, along the South line of said Section 9, a distance of 848.94 feet; Thence N00°00'00"E a distance of 68.24 feet to the Point of Beginning of the parcel of land herein described; Thence continue N00°00'00"E a distance of 220.00 feet; Thence N90°00'00"E a distance of 220.00 feet; Thence S00°00'00"E a distance of 220.00 feet; Thence N90°00'00"W a distance of 220.00 feet to the Point of Beginning.  
Containing 1.11 acres, more or less.


LINE TABLE		
LINE	BEARING	DISTANCE
L71	N00°00'00"E	220.00'
L72	N90°00'00"E	220.00'
L73	S00°00'00"E	220.00'
L74	N90°00'00"W	220.00'

S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE 4 Desc) tnhw Oct 04, 2006 - 4:17pm

**NOTES:**

1. Bearings hereinabove mentioned are based on the South line of Section 9, Township 42 South, Range 29 East as bearing N89°22'52"E, State Plane Coordinate, Florida East Zone, NAD 83(99) feet.
2. This sketch does not make any representation as to zoning or development restrictions on the subject parcel.
3. POC = Point of Commencement.
4. POB = Point of Beginning.
5. Desc. = Description

**THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**

  
 Matthew M. Howard (For the firm LB-642)  
 Professional Surveyor and Mapper  
 Florida Certificate No. 4912

Date signed: 10-4-06  
 Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

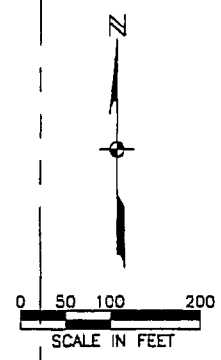
**JOHNSON**  
**ENGINEERING**

251 WEST HICKPOCHEE AVENUE  
 LABELLE, FLORIDA 33935  
 PHONE (863) 612-0594  
 FAX (863) 612-0341  
 E.B. #642 & L.B. #642

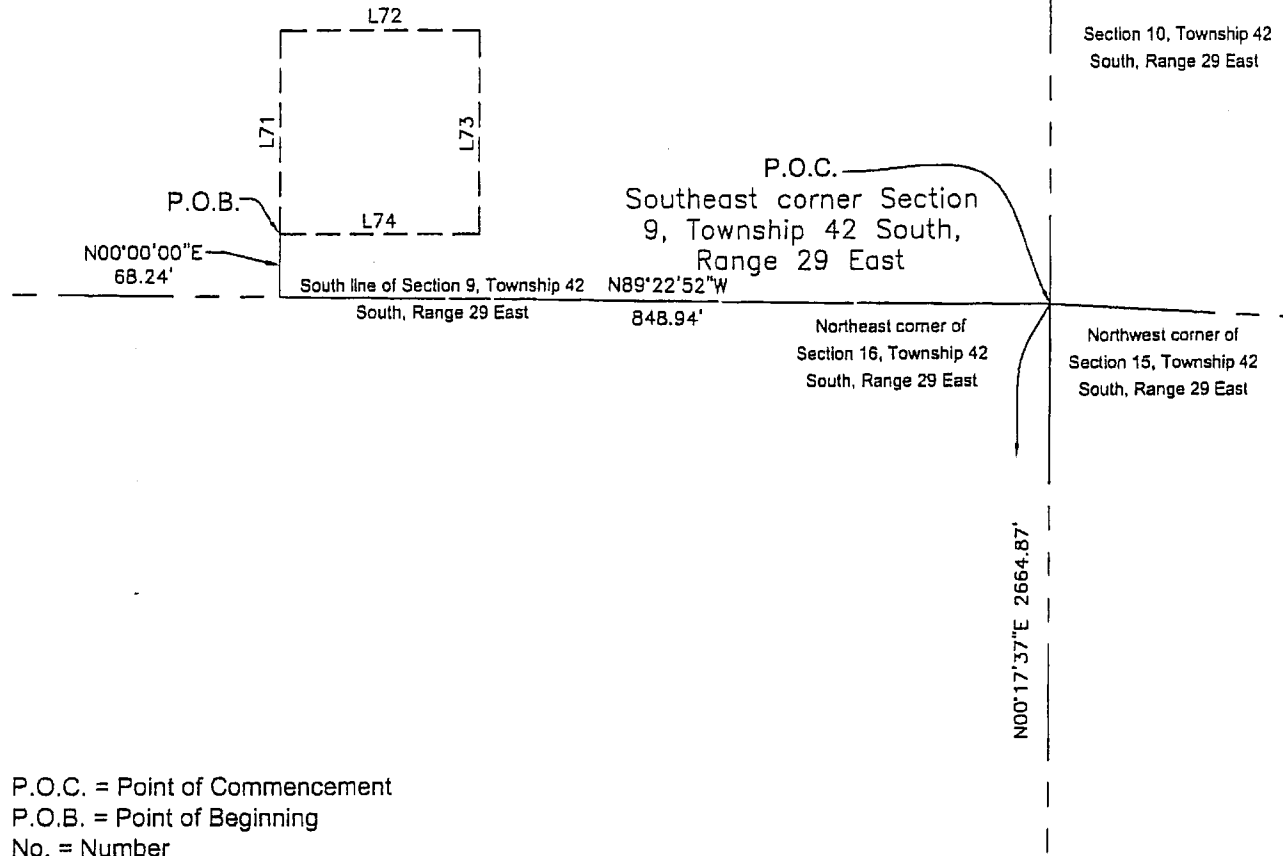
Silver Lake Utilities  
 Lease 4

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	09-42-29	As Shown	1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L71	N00°00'00"E	220.00'
L72	N90°00'00"E	220.00'
L73	S00°00'00"E	220.00'
L74	N90°00'00"W	220.00'



S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (1) tmw Oct 04, 2006 - 4:17pm



P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
No. = Number



251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 4

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	09-42-29	As Shown	2 OF 2

**Description Lease 5**

A 30 foot wide strip land lying in Section 9, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 9 and run N89°22'52"W, along the South line of said Section 9, a distance of 848.94 feet; Thence N00°00'00"E a distance of 288.24 feet to the Point of Beginning of the parcel of land herein described; Thence continue N00°00'00"E a distance of 2,420.00 feet; Thence N90°00'00"E a distance of 30.00 feet; Thence S00°00'00"E a distance of 2,420.00 feet; Thence N90°00'00"W a distance of 30.00 feet to the Point of Beginning.

Containing 1.67 acres, more or less.

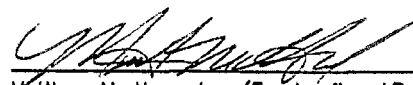
LINE TABLE		
LINE	BEARING	DISTANCE
L75	N00°00'00"E	2420.00'
L76	N90°00'00"E	30.00'
L77	S00°00'00"E	2420.00'
L78	N90°00'00"W	30.00'

S:\20055650\MOUSE AREA LEASES\MOUSE AREA LEASES.dwg (LEASE 5 Desc) tmw Oct 04, 2006 - 4:17pm

**NOTES:**

1. Bearings hereinabove mentioned are based on the South line of Section 9, Township 42 South, Range 29 East as bearing N89°22'52"E, State Plane Coordinate, Florida East Zone, NAD 83(99) feet.
2. This sketch does not make any representation as to zoning or development restrictions on the subject parcel.
3. POC = Point of Commencement.
4. POB = Point of Beginning.
5. Desc. = Description

**THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**



Matthew M. Howard (For the firm LB-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4912

Date signed: 10-4-06  
Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.



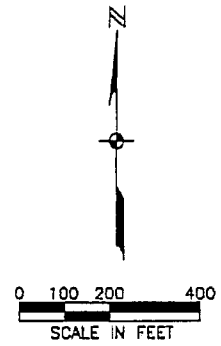
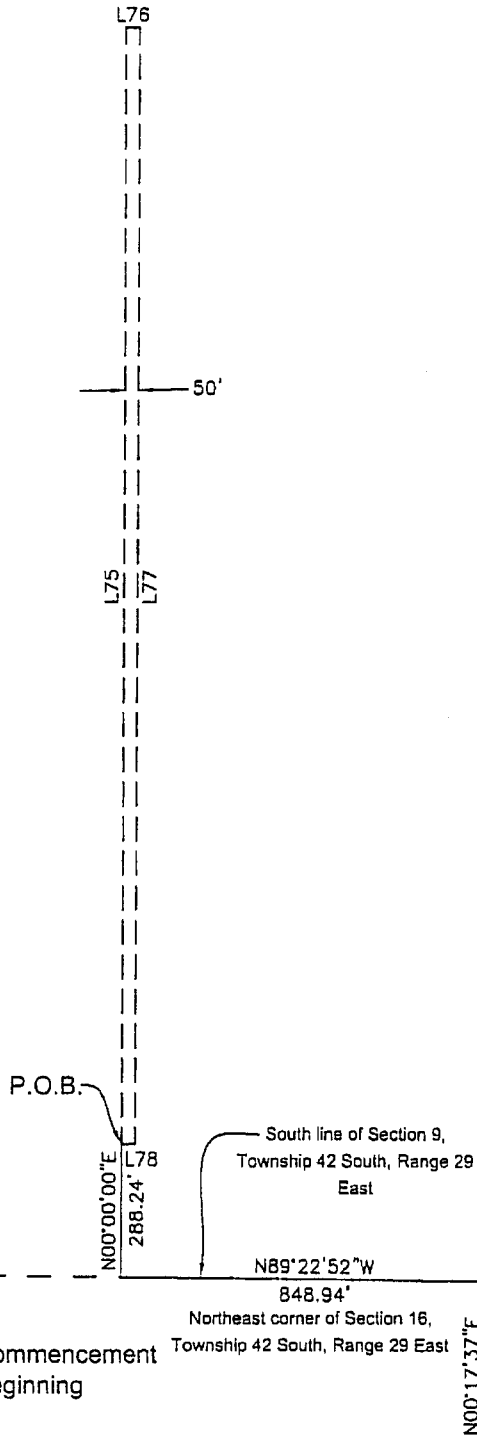
251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 5

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	09-42-29	As Shown	1 OF 2



S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE 5 (1)) tnm Oct 04, 2006 - 4:17pm



LINE TABLE		
LINE	BEARING	DISTANCE
L75	N00°00'00"E	2420.00'
L76	N90°00'00"E	30.00'
L77	S00°00'00"E	2420.00'
L78	N90°00'00"W	30.00'

Section 10, Township 42 South,  
Range 29 East

P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
No. = Number

**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 5

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	09-42-29	As Shown	2 OF 2

**Description Lease 6**

A parcel of land lying in Section 9, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 9 and run N89°22'52"W, along the South line of said Section 9, a distance of 848.94 feet; Thence N00°00'00"E a distance of 2,708.24 feet to the Point of Beginning of the parcel of land herein described; Thence continue N00°00'00"E a distance of 220.00 feet; Thence N90°00'00"E a distance of 220.00 feet; Thence S00°00'00"E a distance of 220.00 feet; Thence N90°00'00"W a distance of 220.00 feet to the Point of Beginning.

Containing 1.11 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L79	N00°00'00"E	220.00'
L80	N90°00'00"E	220.00'
L81	S00°00'00"E	220.00'
L82	N90°00'00"W	220.00'

S:\20055650\MOUSE AREA LEASES\MOUSE AREA LEASES.dwg (LEASE 6 Desc) tmw Oct 04, 2006 - 4:17pm

**NOTES:**

1. Bearings hereinabove mentioned are based on the South line of Section 9, Township 42 South, Range 29 East as bearing N89°22'52"E, State Plane Coordinate, Florida East Zone, NAD 83(99) feet.
2. This sketch does not make any representation as to zoning or development restrictions on the subject parcel.
3. POC = Point of Commencement.
4. POB = Point of Beginning.
5. Desc. = Description

**THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**



Matthew M. Howard (For the firm LB-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4912

Date signed: 10-4-06

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

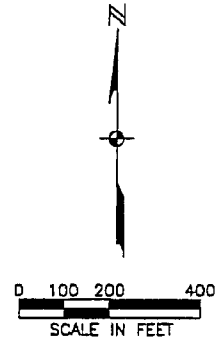
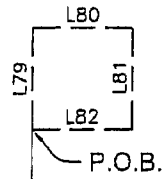
**JOHNSON  
ENGINEERING**

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0504  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 6

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	08-42-29	As Shown	1 OF 2

S:\20055650\MUSE AREA LEASES\MUSE AREA LEASES.dwg (LEASE 6 (1)) tnm Oct 04, 2006 - 4:17pm



LINE TABLE		
LINE	BEARING	DISTANCE
L79	N00°00'00"E	220.00'
L80	N90°00'00"E	220.00'
L81	S00°00'00"E	220.00'
L82	N90°00'00"W	220.00'

N00°00'00"E  
2708.24'

Section 10, Township 42 South,  
Range 29 East

South line of Section 9,  
Township 42 South,  
Range 29 East

P.O.C.  
Southeast corner of  
Section 9, Township 42  
South, Range 29 East

N89°22'52"W 848.94'

Northeast corner of Section 16,  
Township 42 South, Range 29 East

N00°17'37"E  
2664.87'

P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
No. = Number

**JOHNSON**  
ENGINEERING

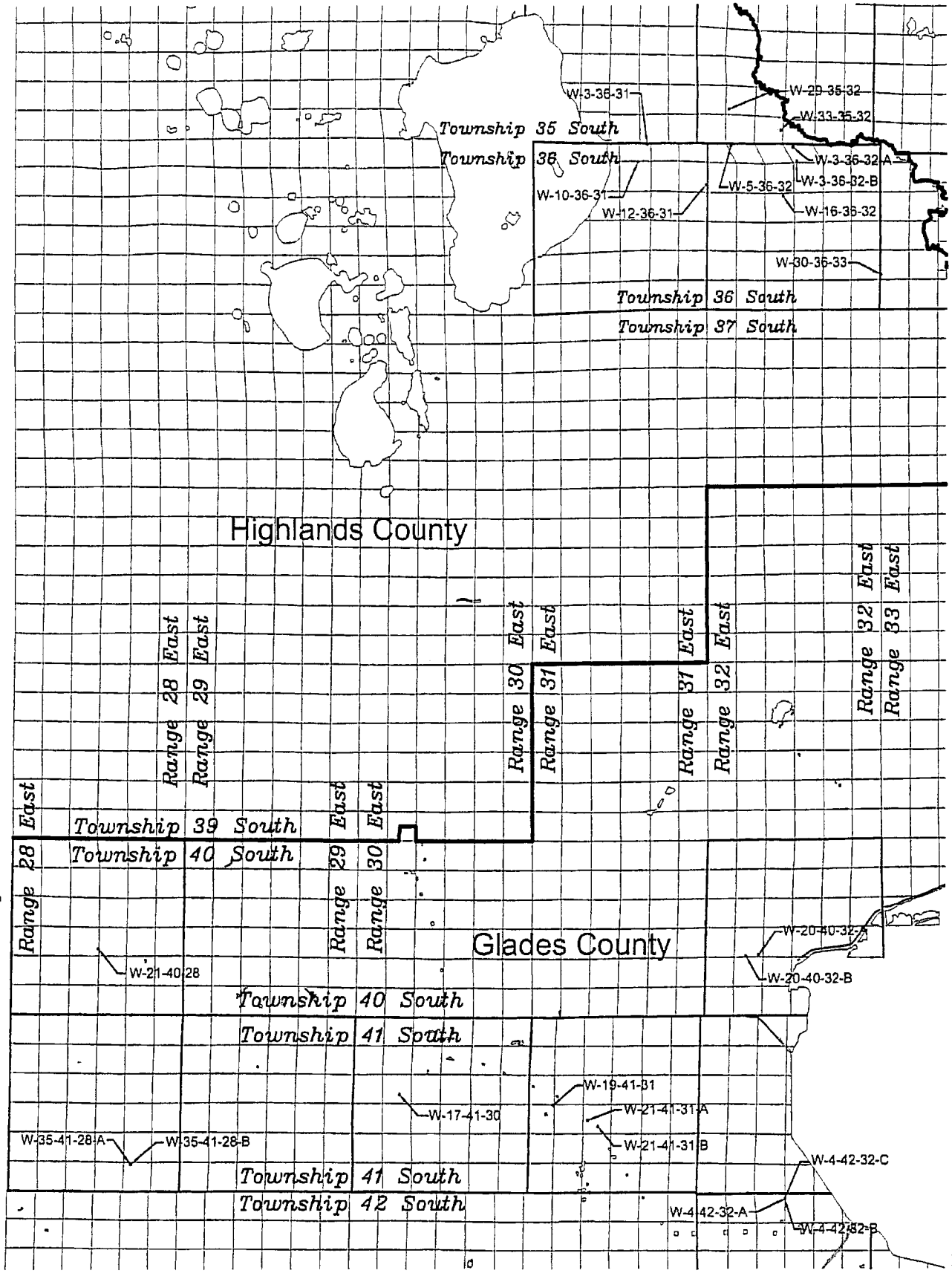
251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Lease 6

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Oct. 2006	20055650	09-42-29	As Shown	2 OF 2

S:\20055650\WELL LEASES\20055650.dwg (OVERALL) Inw Oct 04, 2006 - 3:39pm

Range 27 East



**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Key Sheet - Lease Locations

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Sept. 2006	20055650	35-41-28	AS SHOWN	

# Glades County



0 1500 3000 6000  
SCALE IN FEET

Range 27 East

	19	20	21	22	23	24	19	20	
	30	29	28	27	26	25	30	29	
	31	32	33	34	35	36	31	32	
	<i>Township 40 South</i>								
	<i>Township 41 South</i>								
Range 28 East	6	5	4	3	2	1	Range 28 East	6	5
Range 7	7	8	9	10	11	12	Range 7	7	8
	18	17	16	15	14	13		18	17
	19	20	21	22	23	24		19	20
	30	29	28	27	26	25		30	29
	31	32	33	34	35	36		31	32

W-21-40-28

W-35-41-28-A

W-35-41-28-B

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JOHNSON

ENGINEERING

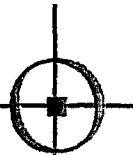
251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Key Sheet - Lease Locations

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Sept. 2006	20055650	35-41-28	1" = 6000'	

# JOHNSON ENGINEERING

Since 1946



W-21-40-28

That part of Section 21, Township 40 South, Range 28 East, Glades County, Florida, lying within 20.00 feet of coordinates Northing 961,494.0, Easting 488,842.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,256.64 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

A handwritten signature in black ink, appearing to read "Matthew M. Howard", written over a horizontal line.

MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341


# JOHNSON ENGINEERING

Since 1946



W-35-41-28-A

That part of Section 35, Township 41 South, Range 28 East, Glades County, Florida, lying within 25.00 feet of coordinates Northing 922,185.0, Easting 495,172.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,963.50 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341

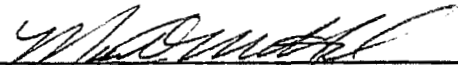
**JOHNSON**  
**ENGINEERING**

Since 1946



W-35-41-28-B

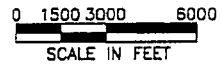
That part of Section 35, Township 41 South, Range 28 East, Glades County, Florida, lying within 15.00 feet of coordinates Northing 922,181.0, Easting 495,233.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

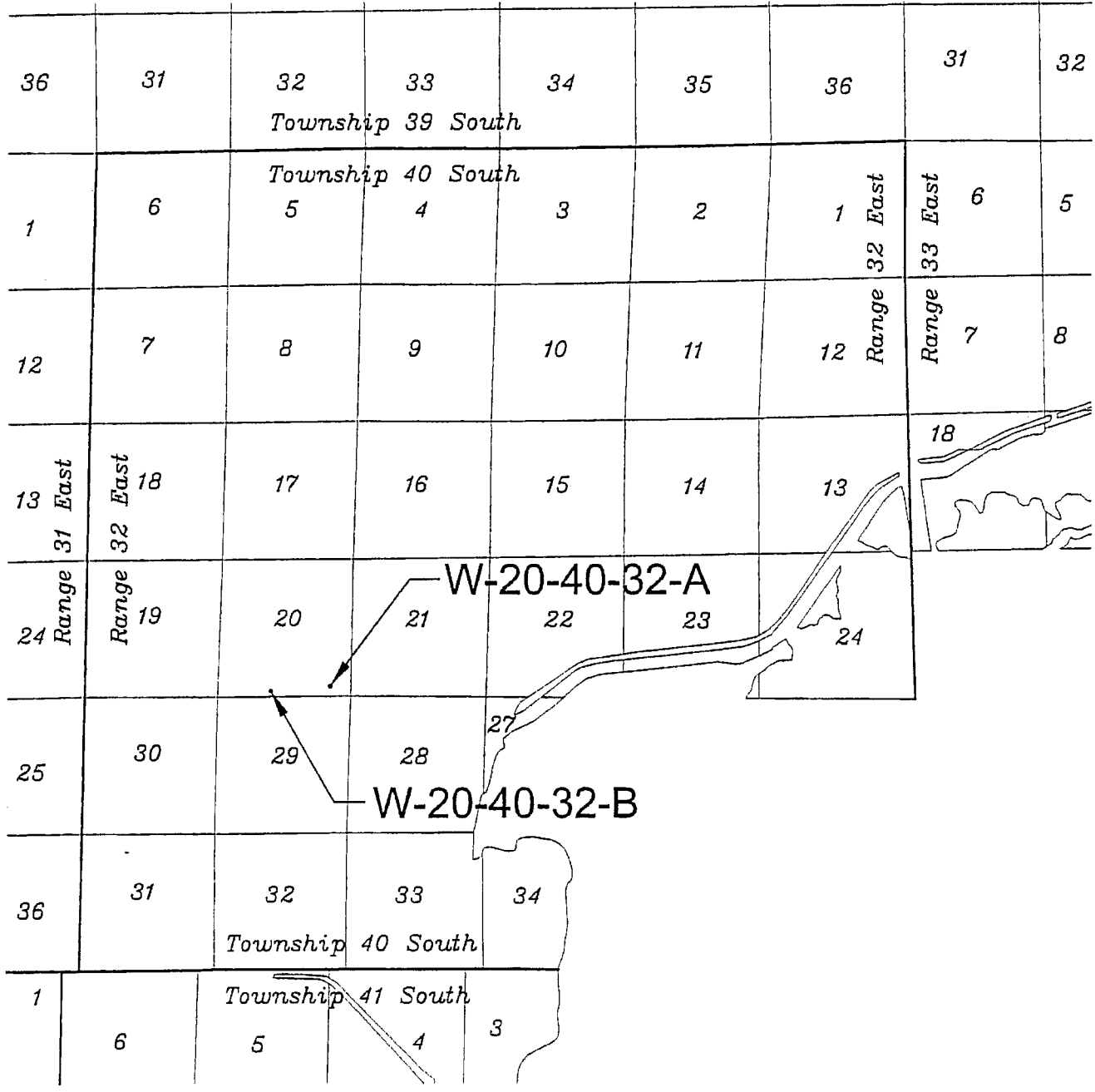
DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.



# Glades County



S:\20055650\WELL LEASES\20055650.dwg (T 405 R 32E) tmm Oct 04, 2006 - 3:39pm



**JOHNSON**  
ENGINEERING

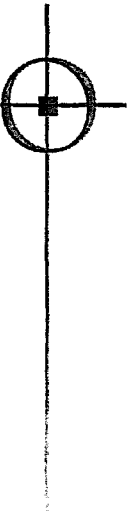
251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Key Sheet - Lease Locations

DATE Sept. 2006	PROJECT NO. 20055650	FILE NO. 20-40-32	SCALE 1" = 6000'	SHEET
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**JOHNSON**  
ENGINEERING

Since 1946



W-20-40-32-A

That part of Section 20, Township 40 South, Range 32 East, Glades County, Florida, lying within 20.00 feet of coordinates Northing 960,141.0, Easting 610,986.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,256.64 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.


**JOHNSON**  
ENGINEERING

Since 1946



W-20-40-32-B

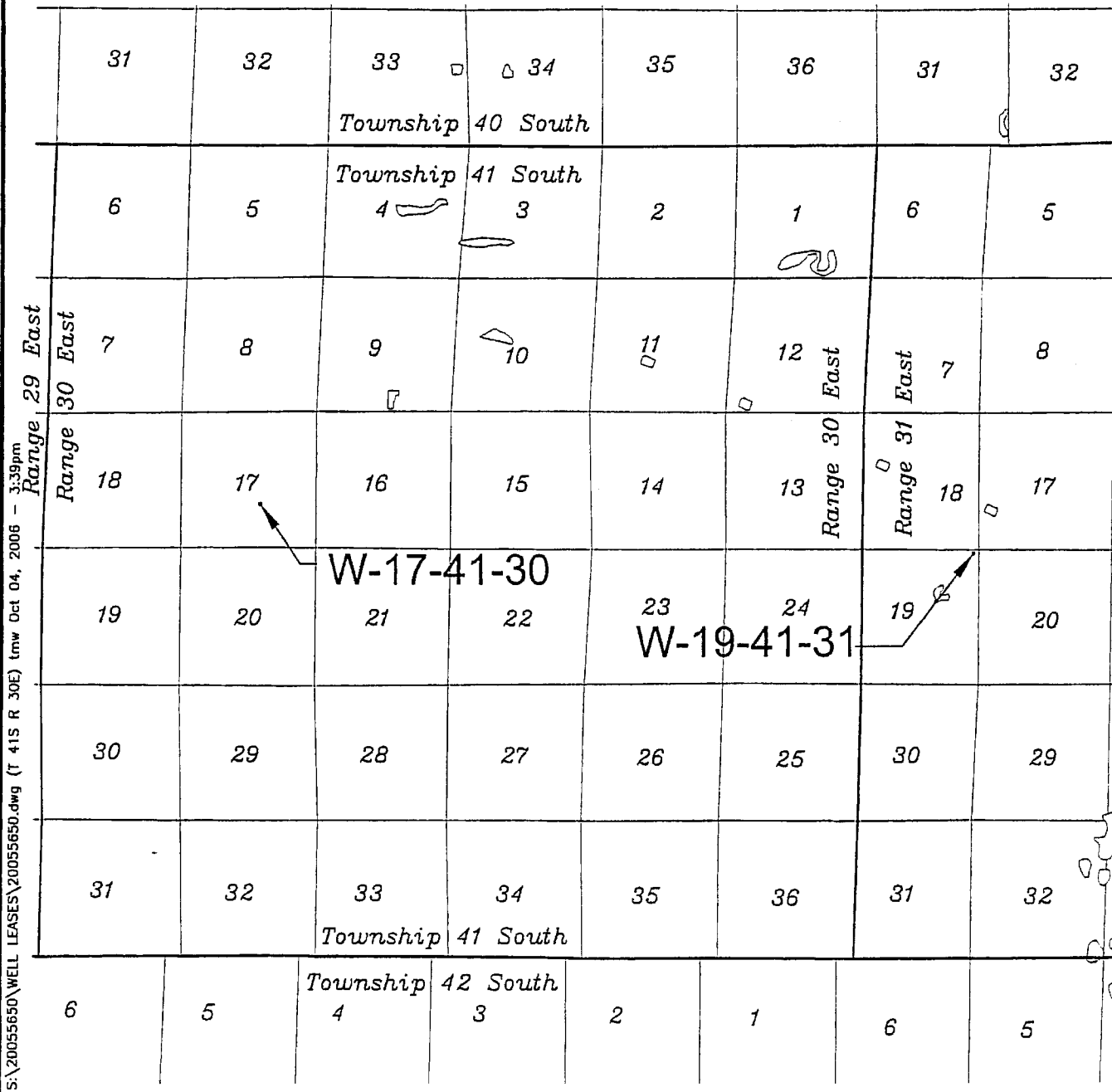
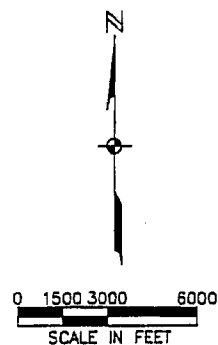
That part of Section 20, Township 40 South, Range 32 East, Glades County, Florida, lying within 20.00 feet of coordinates Northing 959,956.0, Easting 608,623.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,256.64 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341

# Glades County



**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Key Sheet - Lease Locations

DATE Sept. 2006	PROJECT NO. 20055650	FILE NO. 17-41-30	SCALE 1" = 6000'	SHEET
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**JOHNSON**  
ENGINEERING

Since 1946



W-17-41-30

That part of Section 17, Township 41 South, Range 30 East, Glades County, Florida, lying within 20.00 feet of coordinates Northing 934,752.0, Easting 544,848.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,256.64 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

# JOHNSON ENGINEERING

Since 1946

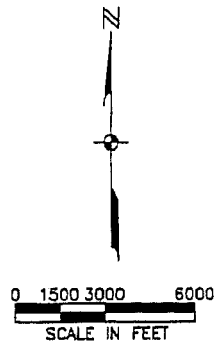


W-19-41-31

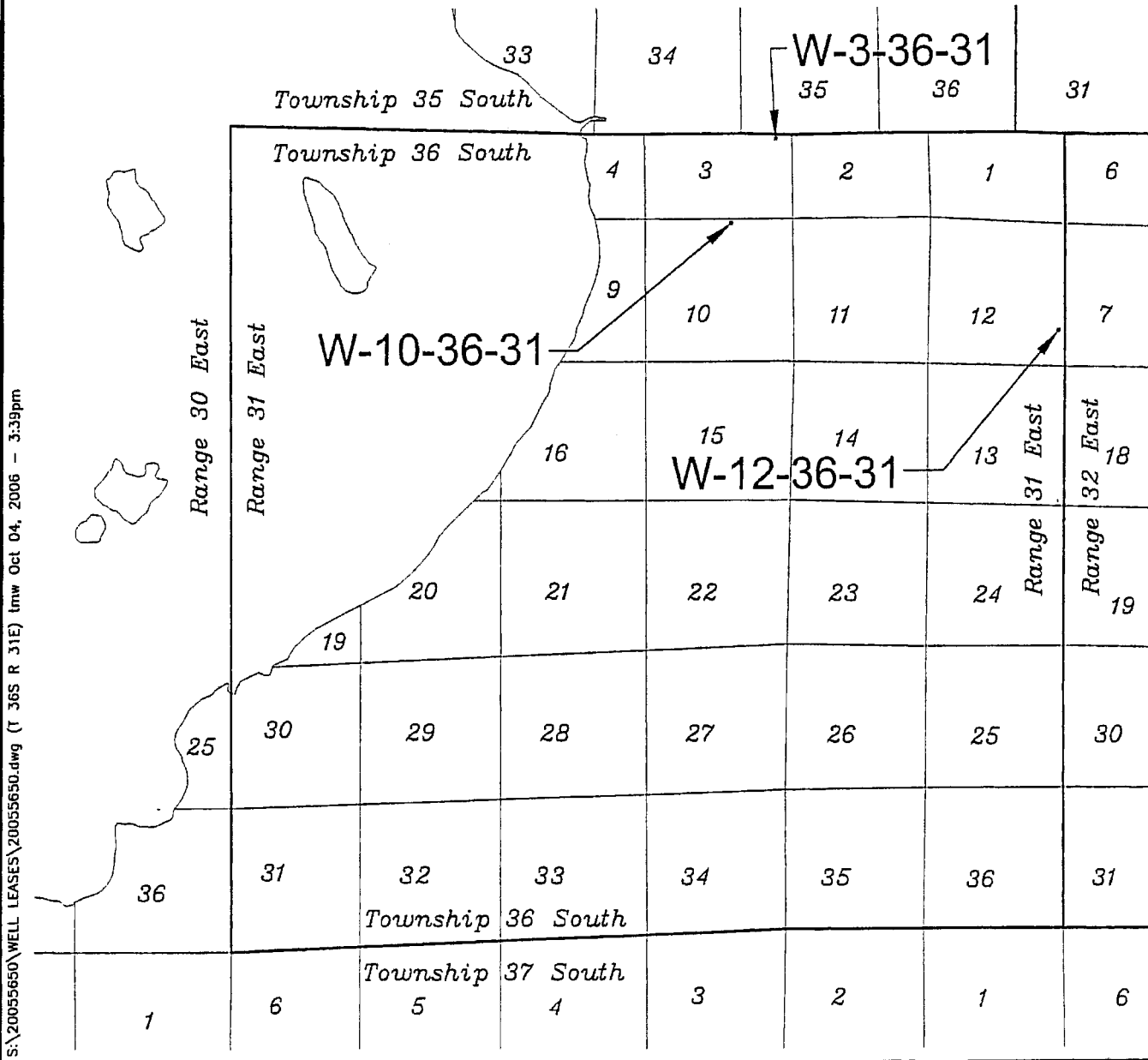
That part of Section 19, Township 41 South, Range 31 East, Glades County, Florida, lying within 15.00 feet of coordinates Northing 932,792.0, Easting 573,126.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-86  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.



# Highlands County



S:\20055650\WELL LEASES\20055650.dwg (T 36S R 31E) tnm Oct 04, 2006 - 3:39pm



251 WEST HICKPOCHEE AVENUE  
 LABELLE, FLORIDA 33935  
 PHONE (863) 612-0594  
 FAX (863) 612-0341  
 E.B. #642 & L.B. #642

## Silver Lake Utilities Key Sheet - Lease Locations

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Sept. 2006	20055650	12-36-31	1" = 6000'	

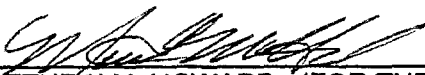
**JOHNSON**  
ENGINEERING

Since 1946



W-3-36-31

That part of Section 3, Township 36 South, Range 31 East, Highlands County, Florida, lying within 15.00 feet of coordinates Northing 1,107,781.0, Easting 590,257.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.




# JOHNSON ENGINEERING

Since 1946



W-10-36-31

That part of Section 10, Township 36 South, Range 31 East, Highlands County, Florida, lying within 15.00 feet of coordinates Northing 1,104,581.0, Easting 588,546.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341


**JOHNSON**  
ENGINEERING

Since 1946



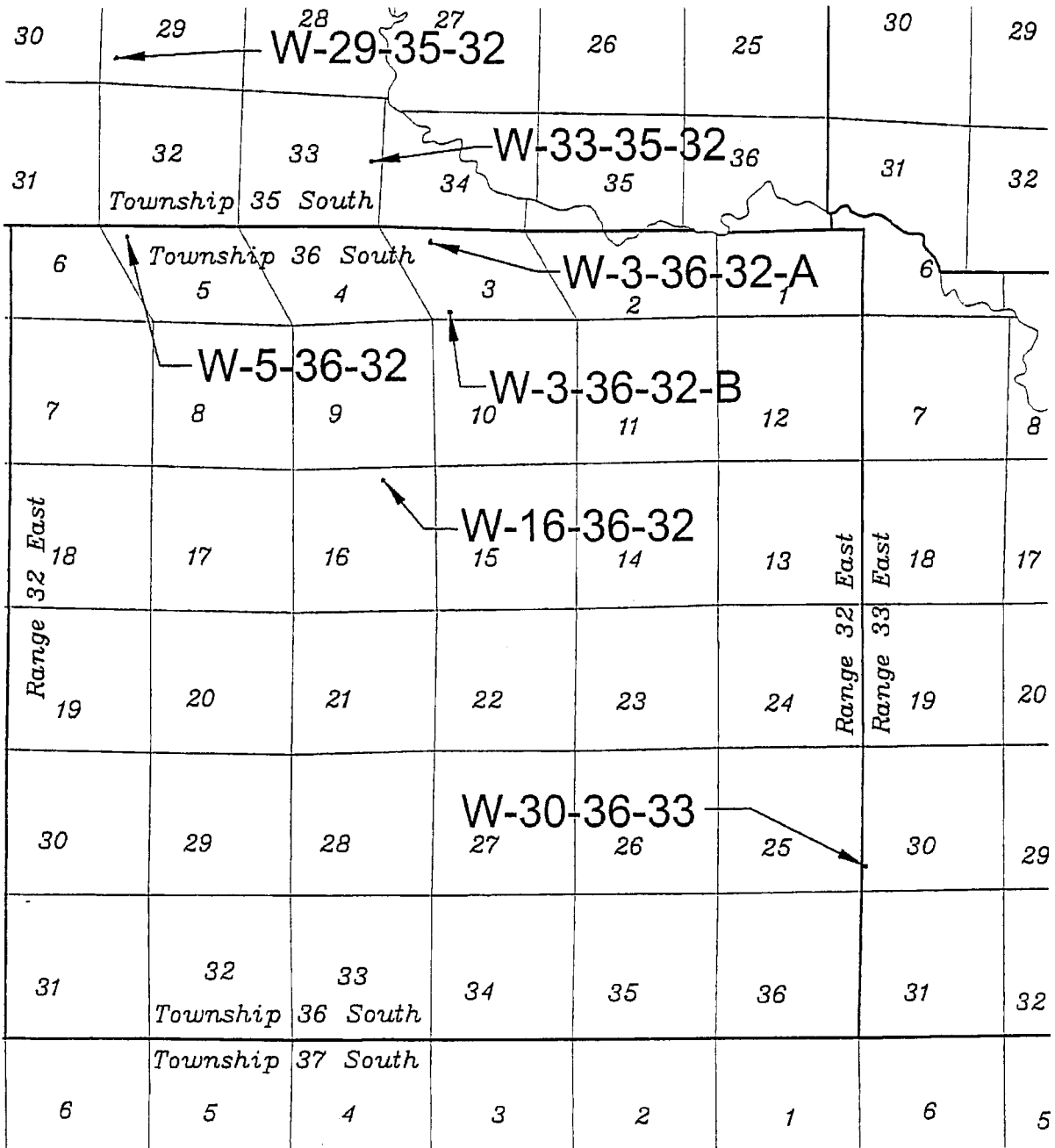
W-12-36-31

That part of Section 12, Township 36 South, Range 31 East, Highlands County, Florida, lying within 20.00 feet of coordinates Northing 1,100,448.0, Easting 601,143.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,256.64 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

# Highlands County



S:\20055650\WELL LEASES\20055650.dwg (T 36S R 32E) tmw Oct 04, 2006 - 3:39pm

**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Key Sheet - Lease Locations

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Sept. 2006	20055650	03-36-32	1" = 6000'	


# JOHNSON ENGINEERING

Since 1946



W-29-35-32

That part of Section 29, Township 35 South, Range 32 East, Highlands County, Florida, lying within 20.00 feet of coordinates Northing 1,114,113.0, Easting 605,371.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,256.64 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341

# JOHNSON ENGINEERING

Since 1946



W-33-35-32

That part of Section 33, Township 35 South, Range 32 East, Highlands County, Florida, lying within 35.00 feet of coordinates Northing 1,110,223.0, Easting 614,935.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 3,848.45 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341


# JOHNSON ENGINEERING

Since 1946



W-3-36-32-A

That part of Section 3, Township 36 South, Range 32 East, Highlands County, Florida, lying within 30.00 feet of coordinates Northing 1,107,213.0, Easting 617,151.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 2,827.43 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

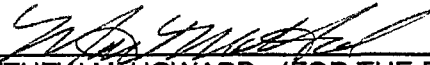
# JOHNSON ENGINEERING

Since 1946



W-3-36-32-B

That part of Section 3, Township 36 South, Range 32 East, Highlands County, Florida, lying within 30.00 feet of coordinates Northing 1,104,642.0, Easting 617,872.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 2,827.43 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341


# JOHNSON ENGINEERING

Since 1946



W-5-36-32

That part of Section 5, Township 36 South, Range 32 East, Highlands County, Florida, lying within 15.00 feet of coordinates Northing 1,107,453.0, Easting 605,768.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341




# JOHNSON ENGINEERING

Since 1946



W-16-36-32

That part of Section 16, Township 36 South, Range 32 East, Highlands County, Florida, lying within 15.00 feet of coordinates Northing 1,098,421.0, Easting 615,389.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341


# JOHNSON ENGINEERING

Since 1946



W-30-36-33

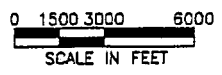
That part of Section 30, Township 36 South, Range 33 East, Highlands County, Florida, lying within 35.00 feet of coordinates Northing 1,084,076.0, Easting 633,437.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 3,848.45 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

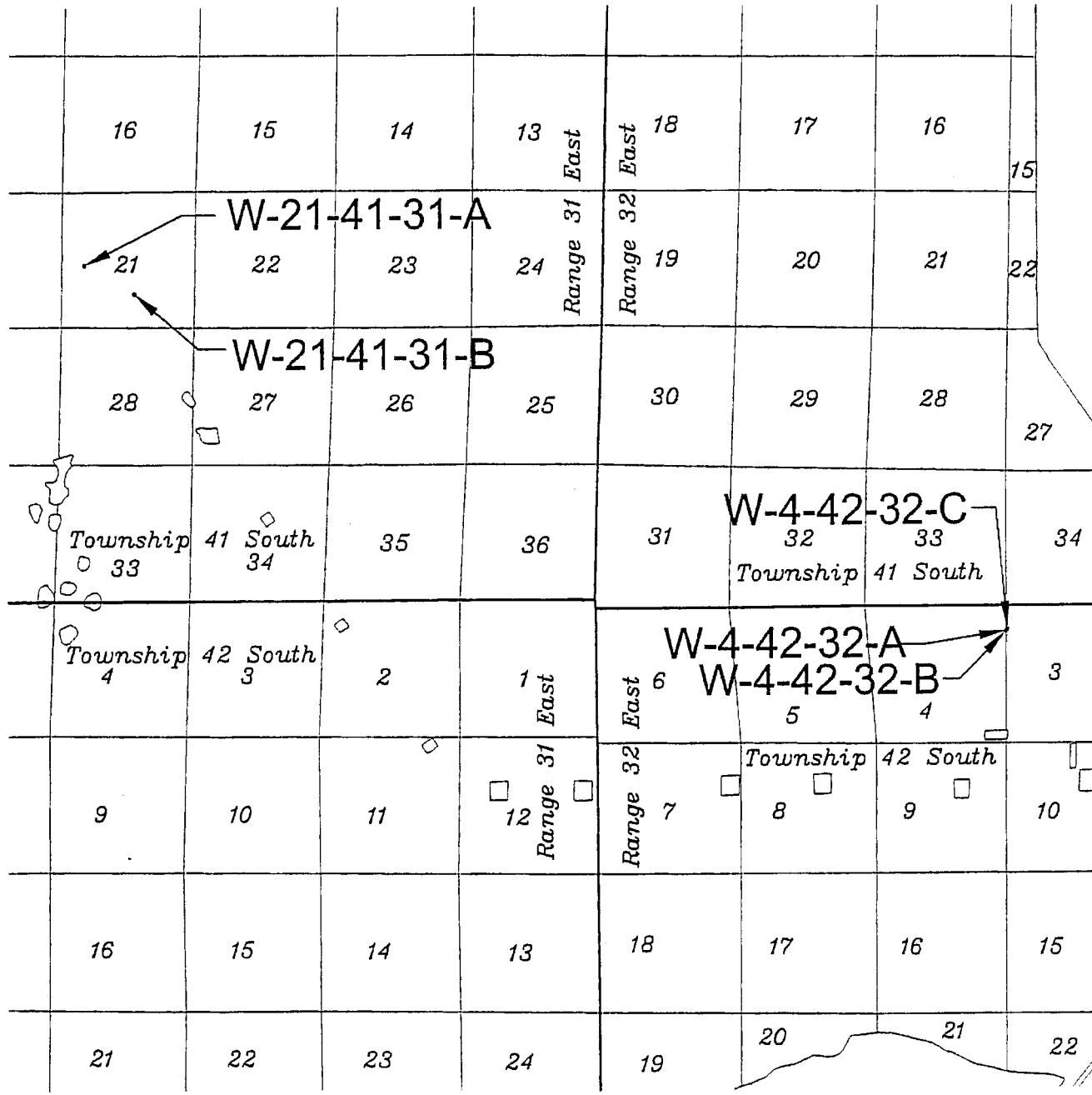
DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757  
(863) 612-0594 ; Fax (863) 612-0341

# Glades County



S:\20055650\WELL LEASES\20055650.dwg (T 425 R 32E) tmw Oct 04, 2006 - 3:39pm



**JOHNSON**  
ENGINEERING

251 WEST HICKPOCHEE AVENUE  
LABELLE, FLORIDA 33935  
PHONE (863) 612-0594  
FAX (863) 612-0341  
E.B. #642 & L.B. #642

Silver Lake Utilities  
Key Sheet - Lease Locations

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Sept. 2006	20055650	04-42-32	1" = 6000'	


# JOHNSON ENGINEERING

Since 1946



W-4-42-32-A

That part of Section 3 and 4, Township 42 South, Range 32 East, Glades County, Florida, lying within 15.00 feet of coordinates Northing 915,681.0, Easting 615,951.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.


# JOHNSON ENGINEERING

Since 1946



W-4-42-32-B

That part of Section 3 and 4, Township 42 South, Range 32 East, Glades County, Florida, lying within 15.00 feet of coordinates Northing 915,663.0, Easting 615,947.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.


# JOHNSON ENGINEERING

Since 1946



W-4-42-32-C

That part of Section 3 and 4, Township 42 South, Range 32 East, Glades County, Florida, lying within 15.00 feet of coordinates Northing 915,739.0, Easting 616,007.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

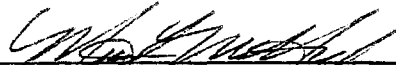
# JOHNSON ENGINEERING

Since 1946



W-21-41-31-A

That part of Section 21, Township 41 South, Range 31 East, Glades County, Florida, lying within 15.00 feet of coordinates Northing 930,048.0, Easting 579,493.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 706.86 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.


# JOHNSON ENGINEERING

Since 1946



W-21-41-31-B

That part of Section 21, Township 41 South, Range 31 East, Glades County, Florida, lying within 25.00 feet of coordinates Northing 928,942.0, Easting 581,455.0, State Plane Coordinate, Florida East Zone, NAD 83(99) feet. LESS and except any residential dwelling unit, commercial building, office building or barn. Containing 1,963.50 square feet. Subject to easements, restrictions, reservations and rights-of-way of record.

  
MATTHEW M. HOWARD (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 10-4-06  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.



**EXHIBIT "C"**

**Letter of Financial Support**



LYKES BROS. INC.  
CHARLES P. LYKES, JR.  
EXECUTIVE VICE PRESIDENT

TELEPHONE  
(863) 763 3041  
(863) 763 3454  
FAX (863) 763 3244  
EMAIL: lykesranch@okeechobee.com

RANCH DIVISION  
106 SW CR 721  
OKEECHOBEE, FL 34974-8613

October 26, 2006

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Fl 32399-0850

Re: Silver Lake Utilities, Inc.

Dear Sir or Madam:

Silver Lake Utilities, Inc. ("SLU") is filing its original application for water and wastewater utility certificates. SLU is a subsidiary of Lykes Bros. Inc.

The purpose of this letter is to inform you that Lykes Bros. Inc. will make the financial and operating commitment necessary for SLU to be successful in its endeavor to provide water and wastewater facilities within the SLU service territory. Lykes Bros. Inc. has the ability to provide the financial support and operating support necessary for SLU to be successful.

Please contact me should you have any questions.

Sincerely Yours,

Charles P. Lykes, Jr.  
Exec. Vice President

EXHIBIT "C"

EXHIBIT "D"

Tariffs

(Original & 2 copies of Water and Wastewater Tariff)

WATER TARIFF

SILVER LAKE UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

SILVER LAKE UTILITIES, INC.  
NAME OF COMPANY

106 SW COUNTY Road 721  
Okeechobee, Florida 34974  
(ADDRESS OF COMPANY)

---

(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing . . . . .	
Description of Territory Served . . . . .	
Index of	
Rates and Charges Schedules . . . . .	
Rules and Regulations . . . . .	
Service Availability Policy . . . . .	
Standard Forms . . . . .	
Technical Terms and Abbreviations . . . . .	
Territory Authority . . . . .	

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

SILVER LAKE UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Glades, Highlands

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number    Date Issued    Docket Number    Filing Type

Original Certificate

(Continued to Sheet No. 3.1)

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

HIGHLANDS COUNTY, FLORIDA

Township 35 South, Range 31 East

*Section 34; All lying south of the center line of Istokpoga Canal*

*Section 35; All*

*Section 36; All lying south and east of the center line of Istokpoga Canal*

Township 35 South, Range 32 East

*Sections 29, 30, 31; All lying south and east of the center line of Istokpoga Canal*

*Section 32; All*

*Section 33; All lying west of Kissimmee River*

*Section 34, 35; All lying south and west of Kissimmee River*

Township 36 South, Range 31 East

*Section 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 34, 36; All*

*Section 33; The NW ¼ of the NW ¼ and the N ½ of the SW ¼ of the NW ¼*

*And all of the Unsurveyed part of Township 36 South, Range 31 East lying east of the waters of Lake Istokpoga*

Township 36 South, Range 32 East

*Section 1, 2; All lying south and west of Kissimmee River*

*Section 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35; All*

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE



(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (Continued)

**Township 36 South, Range 33 East**

*Section 6; All of the West ¼ lying south and west of Canal C-38*  
*Section 7; The SW ¼ and the West ½ of the NW ¼*  
*Section 17; The SW ¼ lying south and west of the CSX R.R. ROW*  
*Section 18; The West ½ and the SE ¼ lying south and west of the CSX R.R. ROW*  
*Section 19, 30; All*  
*Section 20; The West ½ of the West ½ lying south and west of the CSX R.R. ROW and the West ½ of the East ½ of the West ½ lying south and west of the CSX R.R. ROW and the South ½ of the South ½ of the SE ¼ lying south of the Kissimmee River*  
*Section 29; All lying south of the Kissimmee River*

**Township 37 South, Range 31 East**

*Section 5; The South 1/2*  
*Section 8; All*  
*Section 25; The East ½*  
*Section 36; The East ½*

**Township 37 South, Range 32 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 37 South, Range 33 East**

*Section 19; All*  
*Section 30; The North 1/4*

**Township 38 South, Range 31 East**

*Section 25, 26; All lying south and west of the C-40 Canal ROW, less and except the West 138' thereof.*  
*Less and except those lands owned by the South Florida Water Management District.*

(Continued to Sheet No. 3.3)

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED (Continued)

GLADES COUNTY, FLORIDA

Township 38 South, Range 32 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All

Township 39 South, Range 31 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All

Township 39 South, Range 32 East

Section 4, 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33; All

Township 40 South, Range 28 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All

Township 40 South, Range 29 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36; All

Section 29; All less and except the North  $\frac{3}{4}$  of the West  $\frac{1}{4}$

Section 30; All less and except the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$

Township 40 South, Range 30 East

Section 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All

Section 4; The East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  and the South  $\frac{1}{2}$  less and except the North  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$

Section 5; The South  $\frac{3}{4}$  lying east of US Hwy. 27 less and except the East  $\frac{3}{4}$  of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the NE  $\frac{1}{4}$

(Continued to Sheet No. 3.4)

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED (Continued)

Township 40 South, Range 31 East

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

Township 40 South, Range 32 East

*Section 5, 6, 7, 8, 17, 18, 19; All*

*Section 16; The South  $\frac{1}{2}$  and the South 189.42' of the North  $\frac{1}{2}$*

*Section 20; All less and except the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and less the South  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$*

*Section 21; The North  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the North  $\frac{1}{2}$  less and except the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and less the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  lying SE'ly of the east ROW line of the Red Barn Rd.*

*Section 29; Begin at the NW corner of said Section and run thence N 89° 32' 28" E 810.47', thence run S 02° 34' 55" W 2119.61', thence run N 78° 29' 58" W 750' MOL to the West line of said*

*Section, thence run N'ly along said West line to the point of Beginning.*

*Section 30; All lying north of the south line of the L-50 Tie Back Levee*

Township 41 South, Range 28 East

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

Township 41 South, Range 29 East

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

Township 41 South, Range 30 East

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

(Continued to Sheet No. 3.5)

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED (Continued)

Township 41 South, Range 31 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 29, 30, 31, 32, 33; All

Section 25, 26; All lying north of the north line of the SCFE R.R. ROW

Section 27; All less and except the South  $\frac{1}{4}$  lying east of the west ROW line of US Hwy. 27

Township 41 South, Range 32 East

Section 4, 9, 16, 21, 28; All lying West of the 1918 Merriam Meander Line of Lake Okeechobee

Section 5, 6, 7, 8, 17, 18, 19, 20, 29; All

Section 30, 31, 32, 33; All lying north of the north line of the SCFE R.R. ROW

Township 42 South, Range 29 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 29, 30; All

Section 23; All less the East 292' of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$

Section 24; The S  $\frac{3}{4}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$

Section 26; The North  $\frac{1}{2}$  less and except the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$

Section 27; All less and except the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  and less the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$

Section 28; All less and except the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$

Township 42 South, Range 30 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 18; All

Section 13; All lying north of the SR 78 ROW less and except the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$

Section 14; The North  $\frac{1}{2}$

Section 15; All lying north of the SR 78 ROW less and except the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and less the West 170' of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$

Section 16; The West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the North  $\frac{3}{4}$  less and except the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and less the East  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$

(Continued to Sheet No. 3.6)

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 3.5)

DESCRIPTION OF TERRITORY SERVED (Continued)

Township 42 South, Range 31 East

*Section 4; The North ½*

*Section 5; The North ½ and the North ¼ of the West ½ of the NE ¼ of the SW ¼ and the North ¼ of the NW ¼ of the SW ¼ and the South ½ of the SW ¼ of the NW ¼ of the SW ¼ and the NW ¼ of the SW ¼ of the SW ¼*

*Section 6; All*

*Section 7; The North ½ of the NW ¼*

Township 42 South, Range 32 East

*Section 4; All lying north of the north line of the SCFE R.R. ROW*

*Less and except those lands owned by the Board of Trustees of The Internal Improvement Trust Fund of The State of Florida.*

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

COMMUNITIES SERVED LISTING

<u>Rate</u> <u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

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 Lake Utilities, Inc.
- 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.

(Continued to Sheet No. 5.1)

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

(Continued from Sheet No. 5.0)

TECHNICAL TERMS AND ABBREVIATIONS  
(Continued)

- 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.
- 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.

CHARLES P. LYKES, JR.  
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INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

(Continued from Sheet No. 6.0)

INDEX OF RULES AND REGULATIONS  
(Continued)

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

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

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)

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

(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)

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

(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)

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

(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.

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Bulk Services . . . . .	12.2, 12.3
Customer Deposits . . . . .	14.0
General Service, GS . . . . .	12.0, 12.1
Meter Test Deposit . . . . .	15.0
Miscellaneous Service Charges . . . . .	16.0
Residential Service, RS . . . . .	13.0, 13.1
Service Availability Fees and Charges . .	17.0

CHARLES P. LYKES, JR.  
ISSUING OFFICER

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TITLE

GENERAL SERVICE

RATE SCHEDULE GS

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

Base Facility Charges:

5/8" x 3/4"	\$ 24.16
1"	\$ 60.40
1.5"	\$ 120.80
2"	\$ 193.28
3"	\$ 386.56
4"	\$ 604.00
6"	\$1,208.00
Gallonage charge per 1,000 gallons	\$ 3.70

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE - \_\_\_\_\_
- TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE



GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available within the Muse Village development.
- APPLICABILITY - For water service to all Customers within the Muse Village development.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

Base Facility Charges:

5/8" x 3/4"	\$ 29.81
1"	\$ 74.53
1.5"	\$ 149.05
2"	\$ 238.48
3"	\$ 476.96
4"	\$ 745.25
6"	\$1,490.50

Gallonage charge  
per 1,000 gallons \$ 4.47

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE - \_\_\_\_\_
- TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

BULK SERVICE - RAW

RATE SCHEDULE BS-R

AVAILABILITY - Available throughout the area served by the Company and adjacent thereto.

APPLICABILITY - For water service to all Customers to whom bulk raw water is provided.

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

BILLING PERIOD - Monthly

RATE -

Base Facility Charges:	<u>.5 MGD</u>
Fixed base charged 0.5 mgd (2000 ERCs)	\$ 3,540.00
Gallonge charge per 1,000 gallons	\$ 0.94

MINIMUM CHARGE - \$14,296.00

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

EFFECTIVE DATE - \_\_\_\_\_

TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

BULK SERVICE - TREATED

RATE SCHEDULE BS-T

- AVAILABILITY - Available throughout the area served by the Company and adjacent thereto.
- APPLICABILITY - For water service to all Customers to whom bulk treated water is provided.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

Base Facility Charges:	<u>.350 MGD</u>
Fixed base charged .350 mgd (1,400 ERCs)	\$ 30,254.00
Gallonage charge per 1,000 gallons	\$ 5.52

MINIMUM CHARGE - \$58,765.00

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

EFFECTIVE DATE - \_\_\_\_\_

TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

RATE -

Base Facility Charges:

5/8" x 3/4"	\$	24.16
1"	\$	60.40
1.5"	\$	120.80
2"	\$	193.28
3"	\$	386.56
4"	\$	604.00
6"	\$	1,208.00

Gallage charge  
per 1,000 gallons \$ 3.70

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

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available within the Muse Village development.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units within the Muse Village development.

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

BILLING PERIOD - Monthly

RATE -

Base Facility Charges:

5/8" x 3/4"	\$ 29.81
1"	\$ 74.53
1.5"	\$ 149.05
2"	\$ 238.48
3"	\$ 476.96
4"	\$ 745.25
6"	\$1,490.50

Gallage charge  
per 1,000 gallons \$ 4.47

Gallage charge  
per 5,000 gallons \$ 7.61

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

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"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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

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

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
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TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

LATE PAYMENT - This charge would be levied when a customer's billing account is not paid within 20 days, and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>20.00</u>	N/A
Normal Reconnection Fee	\$ <u>20.00</u>	\$ <u>40.00</u>
Violation Reconnection Fee	\$ <u>20.00</u>	\$ <u>40.00</u>
Premises Visit Fee	\$ <u>20.00</u>	\$ <u>40.00</u>
Late Payment Fee	\$ <u>5.00</u>	N/A

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
ISSUING OFFICER

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TITLE



SERVICE AVAILABILITY FEES AND CHARGES

\*\* Refer to Service Availability Policy

<u>Description</u>	<u>Muse</u>	<u>Bulk/Raw</u>	<u>Bulk/Treated</u>
<u>Back-Flow Preventor Installation Fee</u>	<u>Village</u>		
5/8" x 3/4" . . . . .	\$		
1" . . . . .	\$		
1 1/2" . . . . .	\$		
2" . . . . .	\$		
Over 2" . . . . .	\$ <sup>1</sup>		
<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 . . . . .	\$ <sup>1</sup>		
<u>Guaranteed Revenue Charge</u>			
With Prepayment of Service Availability Charges:			
Residential-per ERC/month (____GPD) . . . . .	\$		
All others-per gallon/month . . . . .	\$		
Without Prepayment of Service Availability Charges:			
Residential-per ERC/month (____GPD) . . . . .	\$		
All others-per gallon/month . . . . .	\$		
<u>Inspection Fee</u> . . . . .	\$ <sup>1</sup>		
<u>Main Extension Charge</u>			
Residential-per ERC (____GPD) . . . . .	\$		
All others-per gallon . . . . .	\$		
or			
Residential-per lot (____foot frontage) . . . . .	\$		
All others-per front foot . . . . .	\$		
<u>Meter Installation Fee</u>			
5/8" x 3/4" . . . . .	\$300.00	N/A	N/A
1" . . . . .	\$		
1 1/2" . . . . .	\$		
2" . . . . .	\$		
Over 2" . . . . .	\$ <sup>1</sup>		
<u>Plan Review Charge</u> . . . . .	\$ <sup>1</sup>		
<u>Plant Capacity Charge</u>			
Residential-per ERC (____GPD) . . . . .	\$		
All others-per gallon . . . . .	\$		
<u>System Capacity Charge</u>			
Residential-per ERC ( <u>250</u> GPD) . . . . .	\$3,000.00	850.00	6,500.00
All others-per gallon . . . . .	\$12.00	3.40	26.00

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

CHARLES P. LYKES, JR.  
 ISSUING OFFICER

PRESIDENT  
 TITLE

INDEX OF STANDARD FORMS

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

CHARLES P. LYKES, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

SILVER LAKE UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 19.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

APPLICATION FOR WATER SERVICE

Sample Application Form

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City

State

Zip

Service Address \_\_\_\_\_

City

State

Zip

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CHARLES P. LYKES, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

SILVER LAKE UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 21.0

APPLICATION FOR METER INSTALLATION

CHARLES P. LYKES, JR.  
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TITLE

SILVER LAKE UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

CHARLES P. LYKES, JR.  
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TITLE

APPLICATION FOR WASTEWATER SERVICE

SECTION I

SERVICE AREA

Company agrees to provide water service to those persons seeking the same, on a uniform and nondiscriminatory basis, throughout its service area. For purposes of this Policy, the said "service area" includes areas contained within the certificated service area of Company as defined by the Florida Public Service Commission.

SECTION II

APPLICABILITY

This Policy is made applicable to and will be enforced equally on each and every occasion as to all applicants who shall seek water service from Company within the said service area as defined above.

SECTION III

ON-SITE FACILITIES TO BE PROVIDED  
BY DEVELOPER OR CONTRIBUTOR

On-site water distribution facilities will be provided by the developer or contractor at no cost to Company pursuant to the requirements and specifications of Company. For purposes of this Policy, a developer shall be that person seeking water service from Company and who has agreed to abide by the terms and conditions of Company relative to procurement of

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the same. On-site facilities outside the point of delivery which shall be the point at which the piping of Company connects with the piping of the developer, shall be conveyed to Company by a Bill of Sale together with perpetual rights-of-way and easements for appropriate access to facilities, as well as complete as-built plans for all such lines and facilities together with accurate cost records establishing the construction cost of all such facilities as a condition precedent to their acceptance by Company and the initiation of service.

For purposes of this Policy, the term "on-site" shall include all component parts of the water distribution system, including valves, fittings, laterals, distribution lines, hydrants, meters, backflow prevention devices, and all other appurtenances as shown upon the approved design of such water distribution system. On-site mains shall be defined as mains necessary to service the longest perimeter side of the developer's property with adequate size to serve that property. Under certain conditions, such mains may be considered partially on-site and partially off-site at the same time.

#### SECTION IV

##### OFF-SITE FACILITIES

Off-site distribution systems shall be provided by the developer or

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contributor in accordance with Company's specifications and conveyed to Company by Bill of Sale, at no cost to Company, with necessary maintenance and replacement easements and rights-of-way in such cases wherein developer constructs said facilities, together with as-built drawings of the facilities and accurate cost records establishing the construction costs of the said facilities, as a condition precedent to their acceptance by Company and the initiation of service. At the option of Company, the developer may be required to pay for the design, construction, and inspection of said off-site facility with said design, construction, and inspection to be conducted under the auspices of Company.

The location, size or proposed density of developer's property may make service to such property dependent upon the extension of "off-site" water mains and appurtenant facilities. For purposes of this Policy, the term "off-site" shall be defined as those water distribution mains and appropriate appurtenant facilities necessary to connect developer's property and on-site facilities of Company. Off-site facilities may include main and appurtenant facilities which traverse the longest perimeter side of the developer's property in order to adequately serve that property and to connect to off-site facilities providing service to the property of others. Under certain conditions, such mains may be considered partially on-site and partially off-site at the same time.

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SECTION V

REFUNDABLE ADVANCES

If the off-site facilities can serve other areas than those of the developer, Company may require that they be oversized to enable service to be provided to additional territory and that the developer advance the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the developer will be refunded by Company as refundable advances over a period not to exceed seven years, from off-site fees paid by other developers connecting to the main or mains in accordance with their hydraulic share. After the said seven years, any portion of the refund not made to developer will have lapsed and developer shall not be entitled to additional refund thereafter. For purposes of this Policy, a hydraulic share shall be defined as the pro-rata share of the capabilities of facilities to be available to developer which pro-rata share is multiplied by the unit cost (per gallon) of constructing such facilities to determine the proportional share of the cost to be borne by the developer. Developer shall always be responsible for and shall not be refunded his hydraulic share of the cost of off-site water facilities.

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SECTION VI

SYSTEM CAPACITY CHARGES TO BE PAID

System capacity charges shall be paid by the developer and shall be equal to an amount of money sufficient to partially or fully defray the cost of construction of water production, treatment, and distribution facilities, and as set forth in this Tariff.

COMMERCIAL AND INDUSTRIAL SYSTEM CAPACITY  
CHARGES TO BE PAID

An equivalent residential connection (ERC) shall be defined as a statistical average consumer returning 250 gallons per day of water flow to the utility system.

Company shall estimate the annual daily demand for water service and shall divide the demand thus calculated by a factor of 250 gallons of water in order to calculate the number of equivalent residential connections per customer.

SECTION VII

PLAN REVIEW AND INSPECTION FEES

Company reserves the right to inspect the installation of all water distribution facilities installed by developer and/or developer's contractors, which facilities are proposed to be transferred to Company for

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ownership, operation and control. Such inspection is designed to assure Company that water lines and appurtenant facilities are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Company further reserves the right to be present at tests of component parts of water distribution systems as well as water quality tests, for the purposes of determining that the system, as construed, conforms to Company's criteria. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of Company's engineer or authorized inspector.

Company reserves the right to charge an inspection fee not to exceed 2% of the cost, either actual or estimated, of the subject water facilities as installed by developer. Company maintains inspection availability. The cost for inspection services as set forth herein is, and shall continue to be, designed to defray the actual cost of conducting such inspections and corresponding administrative costs.

SECTION VIII

INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the developer or its plumbing contractor to connect developer's plumbing installation with the water meter. Company reserves the \*right to inspect all such connections to be

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

Developer shall be responsible for insuring the safety and guarding against liabilities arising out of the construction, including leaving the connection open, until approved by Company and covered by Developer.

SECTION IX

COMPANY'S RIGHT TO MODIFY

By the adoption of this Policy, Company does not waive its lawful right to change its rates and charges for service availability or to modify

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this service availability policy in the future, but in no event shall Company adopt a service availability policy and main extension policy that does not contain the essential terms and conditions hereof.

Company may enter into special contracts in order to provide it with the necessary capital to undertake improvements to the water treatment plant and distribution facilities so long as it files such contracts with the Commission within thirty (30) days after execution. Company enters into such contracts at its own peril, and such contracts shall be subject to enforcement by judicial action.

The provisions of this Policy are subject to Chapters 367 and 403, Florida Statutes, Chapter 25-30, Florida Administrative Code, and other application laws.

SECTION X

ECONOMIC FEASIBILITY

Company agrees to provide service, on a uniform and non-discriminatory basis as to all who seek service and are entitled to same within Company's service area, as long as it is economically feasible for Company to do so. Company may be relieved of its obligation to provide service and/or capacity in instances where to do so will cause extraordinary capital expenditures in the future due to changes in environmental, health, safety, economic or esthetic considerations of the

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public law or policy. If Company knows, or has reason to know, that a major change in Public Law or policy is likely to occur in the immediate future which would require Company to expend extraordinary amounts of money to provide service to an individual developer, Company may require such individual to pay the actual costs of such extraordinary expenditure prior to agreeing to provide service, notwithstanding any other term or condition of this Policy.

SECTION XI

EXTENSION OUTSIDE SERVICE AREA

Developers being potential customers owning or controlling property which lies outside the Company's certificated service area may apply to Company for the extension of water distribution mains to said property. Company shall not be obligated to provide service outside of its certificated area, but may elect to do so upon terms and conditions similar to those contained in this Policy. Provided, however, Company may require additional contributions-in-aid-of-construction (CIAC) should the same be reasonably required in order to maintain the same level of economic feasibility then in effect within the certificated area. Company may require a developer to reimburse Company for all of its actual professional and administrative costs of securing said extension of Company's service area.

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MISCELLANEOUS SERVICE AVAILABILITY CHARGES

Company imposes certain miscellaneous charges upon Developers to help defray the following administrative costs:

- |   |  |
|---|--|
| (1) Application Charge                                | Administrative cost of Company's personnel to discuss project with developer   |
| (2) Recording Charge                                  | Cost of recording instruments in public records  |
| (3) Plan Review and Miscellaneous Engineering Charges | Cost of Company's engineers to review Developers' plans, and sign off on any permits, and provide miscellaneous advice regarding implementation of developer agreement |
| (4) Inspection Charges                                | Cost of Company's engineer to inspect the facilities installed by Developer  |
| (5) Legal Review Charge                               | Cost of Company's attorneys in negotiating, preparing and reviewing Developer Agreements   |

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WASTEWATER TARIFF

SILVER LAKE UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

SILVER LAKE UTILITIES, INC.

NAME OF COMPANY

106 SW County Road 721  
Okeechobee, FL 34974

\_\_\_\_\_  
(ADDRESS OF COMPANY)

\_\_\_\_\_  
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

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TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1-3.4
Index of	
Rates and Charges Schedules .....	12.0-16.0
Rules and Regulations .....	7.0-10.0
Service Availability Policy .....	21.0-29.0
Standard Forms .....	18.0-20.0
Technical Terms and Abbreviations .....	5.0-5.1
Territory Authority .....	3.0

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SILVER LAKE UTILITIES, INC.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Glades

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

Original Certificate

(Continued to Sheet No. 3.1)

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(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

**Proposed Service Area - Wastewater**

In Glades County, Florida

Township 42 South, Range 29 East

**PARCEL # 1:**

*A parcel of land lying within Section 20 and 21, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the South one-quarter corner of said Section 20 and run N89°59'17"E, along the South line of the Southeast one-quarter of said Section 20, a distance of 50.00 feet to the East right-of-way line of State Road 720; Thence N00°11'19"E, along said right-of-way line, a distance of 1010.44 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20 and the Point of Beginning of the parcel of land herein described; Thence continue N00°11'19"E, along said right-of-way line, a distance of 1653.69 feet to the Southerly right-of-way line for Pollywog Crossover SW; Thence continue N00°11'19"E, along the East right-of-way line of State Road 720, a distance of 30.95 feet; Thence N00°09'44"E, along the East right-of-way line of State Road 720, a distance of 32.20 feet to a point on the Northerly right-of-way line for Pollywog Crossover SW. Thence along said Northerly right-of-way line for Pollywog Crossover SW the following courses, S88°17'12"E a distance of 89.92 feet, S88°59'41"E a distance of 2316.32 feet and S35°02'55"E a distance of 30.10 feet to a point on the South line of the Northeast one-quarter of said Section 20; Thence S89°10'04"E a distance of 185.91 feet to the Southeast corner of the Northeast one-quarter of said Section 20; Thence S89°20'09"E, along the South line of the Northwest one-quarter of Section 21 a distance of 665.93 feet; Thence S00°08'18"W a distance of 449.44 feet to the Northerly right-of-way line of Pollywog Crossover SW; Thence S00°08'18"W a distance of 66.48 feet to the Southerly right-of-way line of Pollywog Crossover SW; Thence S00°08'18"W a distance of 814.51 feet; Thence S89°07'43"E a distance of 665.78 feet; Thence S89°07'43"E a distance of 665.78 feet; Thence N00°09'14"E a distance of 1061.14 feet to the Southerly right-of-way line of Pollywog Crossover SW; Thence N00°09'14"E a distance of 53.91 feet to the Northerly right-of-way line of Pollywog Crossover SW; Thence along said Northerly right-of-way line of Pollywog Crossover SW the following courses, N82°22'23"E a distance of 84.31 feet, N88°14'28"E a distance of 116.49 feet and S86°26'58"E a distance of 394.22 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Southwest, having a central angle of 86°36'33" and a radius of 130.00 feet, and having a chord length of 178.33 feet and a chord bearing of S43°08'41"E), a distance of 196.51 feet to the end of the curve; Thence S00°09'35"W, along the Easterly right-of-way line of Pollywog Crossover SW, a distance of 58.17 feet; Thence S89°50'06"E a distance of 205.03 feet; Thence S00°09'54"W, a distance of 226.23 feet; Thence S37°58'27"W, along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the*

(Continued to Sheet No. 3.2)

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ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (continued)

*Northwesterly right-of-way line of State Road 29, a distance of 1301.66 feet to a point on the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21; Thence N89°04'36"W, along the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point on the West line of the Southwest one-quarter of said Section 21; Thence N89°41'44"W, along the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20, a distance of 2610.91 feet to the Point of Beginning.*

**PARCEL # 2:**

*A parcel of land lying within Sections 15, 16, 17, 21 and 22, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the North one-quarter corner of Section 20, Township 42 South, Range 29 East, and run S89°16'30"E, along the North line of the Northeast one-quarter of said Section 20, a distance of 50.00 feet to a point on the East right-of-way line of State Road 720 and the Point of Beginning of the parcel of land herein described; Thence N00°23'09"E, along said right-of-way line, a distance of 2237.05 feet; Thence S89°24'27"E, along the South line of the North 435.00 feet of the Southeast one-quarter of said Section 17, a distance of 795.01 feet; Thence N00°23'09"E, along the East line of the West 845.00 feet of the Southeast one-quarter of said Section 17, a distance of 435.00 feet to a point on the North line of the Southeast one-quarter of said Section 17; Thence S89°24'27"E a distance of 1818.61 feet to the Northeast corner of the Southeast one-quarter of said Section 17 (also being the Northwest corner of the Southwest one-quarter of said Section 16); Thence S89°36'11"E a distance of 2657.76 feet to the center of said Section 16; Thence S89°28'28"E a distance of 2661.85 feet to the Northeast corner of the Southeast one-quarter of said Section 16 (also being the Northwest corner of the Southwest one-quarter of said Section 15); Thence S87°03'37"E a distance of 2647.46 feet to the center of said Section 15; Thence S87°03'37"E, along the North line of the Southeast one-quarter of said Section 15, a distance of 1100.14 feet to a point on the Northwesterly right-of-way line of State Road 29; Thence S37°58'27"W, along said Northwesterly right-of-way line, a distance of 1669.60 feet to a point that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15; Thence N87°13'21"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 14.49 feet; Thence N87°11'20"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 59.81 feet to a point on the East line of the Southwest one-quarter of said Section 15; Thence N87°11'20"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 1540.35 feet to a point that is 1320.00 feet Northwest of (as measured perpendicular to) the Northwesterly right-of-way line of State Road 29; Thence S37°58'27"W, along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the Northwesterly right-of-way line of State Road 29, a distance of 1565.72 feet to a point on the South line of the Southwest one-quarter of said Section 15; Thence continue S37°58'27"W a distance of 249.39 feet to a point on the East line of the Northeast one-quarter of said*

(Continued to Sheet No. 3.3)

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED (continued)

*Section 21; Thence continue S37°58'27"W a distance of 2288.71 feet a distance of 1162.10 feet; Thence S00°09'27"W a distance of 334.56 feet; Thence N89°23'56"W a distance of 99.41 feet to a point on the East line of the Northwest one-quarter of said Section 21; Thence N89°23'29"W a distance of 1997.94 feet to a point on the East line of the West one-quarter of the Northwest one-quarter of said Section 21; Thence N00°07'39"E, along the East line of the West one-quarter of the Northwest one-quarter of said Section 21 a distance of 2327.66 feet to the Northeast corner of the West one-quarter of the Northwest one-quarter of said Section 21; Thence N89°46'54"W a distance of 666.32 feet to the Northeast corner of Section 20, Township 42 South, Range 29 East; Thence N89°16'30"W, along the South line of the Southeast one-quarter of said Section 17 and the North line of said Official Records Book 216, Page 879, a distance of 2607.31 feet to the Point of Beginning.*

**PARCEL #3:**

*A parcel of land lying in Sections 20, 21, 28 and 29, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:*

*Commence at the North one-quarter corner of said Section 29 and run N89°59'17"E, along the North line of said Section 29, a distance of 50.00 feet to the East Right-Of-Way line of State Road No. 720 and the Point-Of-Beginning of the parcel of land herein described; Thence N00°11'19"E, along said East Right-Of-Way line of State Road No. 720, a distance of 1010.58 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20; Thence S89°41'44"E, along said North line of the South three-eighths (3/8) of the Southeast one-quarter of Section 20, a distance of 2610.91 feet to the East line of said Section 20; Thence S89°04'36"E, along North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point that is 1320.00 feet, measured at perpendicular angles, from the Northwesterly Right-of-Way of State Road No. 29; Thence S37°58'27"W, parallel with and 1320.00 feet from said Northwesterly Right-of-Way line of State Road 29, a distance of 4602.48 feet to the South line of the Northeast quarter of said Section 29; Thence N89°51'24"W, along said South line of the Northeast quarter of said Section 29, a distance of 645.38 feet to the East line of the West one-half of the Southeast one-quarter of said Section 29; Thence S00°29'46"W, along said East line of the West one-half of the Southeast one-quarter of said Section 29, a distance of 2598.21 feet to the North Right-Of-Way line of State Road No. S-731; Thence N89°40'36"W, along said North Right-Of-Way line of State Road No. S-731, a distance of 1243.85 feet to the said East Right-of-Way line of State Road 720; Thence N00°06'28"E, along said East Right-Of-Way line of State Road 720, a distance of 100.00 feet; Thence S89°40'36"E a distance of 224.69 feet; Thence N00°29'11"E a distance of 311.50 feet; Thence N89°40'36"W a distance of 226.75 feet to the said East Right-Of-Way line of State Road 720; Thence N00°06'28"E, along said*

(Continued to Sheet No. 3.4)

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TITLE

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED (continued)

*East Right-Of-Way line of State Road 720, a distance of 3513.22 feet; Thence S89°56'03"E a distance of 1271.21 feet; Thence N00°31'38"E, a distance of 333.06 feet; Thence continue N00°31'38"E a distance of 666.11 feet; Thence continue N00°31'38"E, a distance of 333.05 feet; Thence S89°59'17"W a distance of 1280.97 feet to the Point-Of-Beginning.*

***West Glades Elementary School***

*The Northeast-Quarter of Section 20, and the West-Quarter of the Northwest-Quarter of Section 21, Township 42 South, Range 29 East, Glades County, Florida.*

*This Parcel being more particularly described as follows: Commencing at the north quarter of said Section 20, said quarter corner being an 80 penny spike located near the center line of the existing 19 foot wide pavement of County Road No. 731; thence S. 89° 15' 49" E. along the north line of said Section 20, a distance of 50.00 feet to an intersection with the easterly Right-of-Way line of said County Road No. 731 and the Point of Beginning of this description; thence continuing S. 89° 15' 49" E along said north line of Section 20, a distance of 2607.22 feet to a lightwood post marking the northeast corner of said Section 20; thence S. 89° 45' 20" E. along the northerly line of said Section 21, a distance of 666.34 feet to the quarter-quarter-quarter corner; thence S. 0° 06' 27" W. along the quarter-quarter-quarter line, a distance of 2660.52 feet to an intersection with the east-west quarter Section line; thence N. 89° 19' 15" W. along said quarter line, a distance of 665.97 feet to a lightwood post marking the quarter corner; thence N. 89° 08' 51" W. along the east-west quarter line of said Section 20, a distance of 185.25 feet to an intersection with the northerly Right-of-Way line of said Pollywog Crossover Road; thence N. 35° 02' 55" W. along said northerly Right-of-Way line, a distance of 31.18 feet; thence N. 88° 59' 41" W. continuing along said Right-of-Way line, a distance of 2316.32 feet; thence N. 88° 17' 12" W. a distance of 89.92 feet to an intersection with the said easterly Right-of-Way line of County Road No. 731; thence N. 0° 10' 39" E. along said Right-of-Way line, a distance of 2617.40 feet to the said Point of Beginning of this description.*

*And the following:*

*Section 15; The south half lying westerly of SR 29 ROW*

*Section 16; The south half*

*Section 21; All lying westerly of SR 29 less the east half of the NW ¼ of SW ¼ and less SE ¼ of SW ¼ of NE ¼ and less the east half of the NW ¼ of SE ¼ and less the east ¼ of the east half of SW ¼ of SE ¼ and less the south half of SE ¼ of SW ¼ of NW ¼ and less the south half of SW ¼ of SE ¼ of NW ¼ and less the west half of NE ¼ of SW ¼*

*Section 22; all lying westerly of SR 29 ROW*

*Section 28; The north half lying westerly of SR 29 ROW*

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COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Glades	Muse Village	RS, GS	12.0, 13.0

CHARLES P. LYKES, JR.  
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PRESIDENT  
TITLE

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 is Silver Lake Utilities, Inc.
- 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)

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TITLE

(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.

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TITLE

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

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SILVER LAKE UTILITIES, INC.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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

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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)

CHARLES P. LYKES, JR.  
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TITLE

(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.

(Continued on Sheet No. 9.0)

CHARLES P. LYKES, JR.  
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(Continued from Sheet No. 8.0)

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

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. 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.

(Continued on Sheet No. 10.0)

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(Continued from Sheet No. 9.0)

- 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.
- 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.

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TITLE

INDEX OF RATES AND CHARGES SCHEDULES

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

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TITLE

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

RATE -

Base Facility Charge

5/8" x 3/4"	\$ 25.81
1"	\$ 64.53
1.5"	\$ 129.05
2"	\$ 206.48
3"	\$ 412.96
4"	\$ 645.25
6"	\$1,290.50
Gallage charge per 1,000 gallons	\$ 5.14

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

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RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

Base Facility Charge

5/8" x 3/4"	\$ 25.81
1"	\$ 64.53
1.5"	\$ 129.05
2"	\$ 206.48
3"	\$ 412.96
4"	\$ 645.25
6"	\$1,290.50

Gallage charge per 1,000 gallons  
(maximum of 10,000 gallons) \$ 4.38

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

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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"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

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MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge 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.

LATE PAYMENT - This charge would be levied when a customer's billing account is not paid within 20 days, and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>20.00</u>	N/A
Normal Reconnection Fee	\$ <u>20.00</u>	\$ <u>40.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>20.00</u>	\$ <u>40.00</u>
Late Payment	\$ <u>5.00</u>	N/A

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

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SERVICE AVAILABILITY FEES AND CHARGES

REFER TO SERVICE  
AVAILABILITY POLICY

<u>DESCRIPTION</u> <u>NO.</u>	<u>AMOUNT</u>	<u>SHEET NO./RULE</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( )GPD .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( )GPD .....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( )GPD .....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot ( )foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( )GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (250 GPD) .....	\$ 2,600.00	
All others-per gallon .....	\$ 10.40	

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

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TITLE

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

CHARLES P. LYKES, JR.  
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TITLE



SILVER LAKE UTILITIES, INC.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 18.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CHARLES P. LYKES, JR.  
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TITLE

APPLICATION FOR WASTEWATER SERVICE

Sample Application Form

Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Service Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Date service should begin \_\_\_\_\_ Service requested: Water \_\_\_\_ Wastewater \_\_\_\_ Both \_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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SILVER LAKE UTILITIES, INC.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 20.0

COPY OF CUSTOMER'S BILL

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APPLICATION FOR WASTEWATER SERVICE

SECTION I

SERVICE AREA

Company agrees to provide wastewater service to those persons seeking the same, on a uniform and nondiscriminatory basis, throughout its service area. For purposes of this Policy, the said "service area" includes areas contained within the certificated service area of Company as defined by the Florida Public Service Commission.

SECTION II

APPLICABILITY

This Policy is made applicable to and will be enforced equally on each and every occasion as to all applicants who shall seek wastewater service from Company within the said service area as defined above.

SECTION III

ON-SITE FACILITIES TO BE PROVIDED  
BY DEVELOPER OR CONTRIBUTOR

On-site collection and other wastewater facilities will be provided by the developer or contractor at no cost to Company pursuant to the requirements and specifications of Company. For purposes of this Policy, a developer shall be that person seeking wastewater service from Company and who has agreed to abide by the terms and conditions of Company relative to procurement of the same. On-site facilities outside the point of delivery which shall be the point at which the piping of Company

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connects with the piping of the developer, shall be conveyed to Company by a Bill of Sale together with perpetual rights-of-way and easements for appropriate access to facilities, as well as complete as-built plans for all such lines and facilities together with accurate cost records establishing the construction cost of all such facilities as a condition precedent to their acceptance by Company and the initiation of service.

For purposes of this Policy, the term "on-site" shall include all component parts of the wastewater collection system, including valves, fittings, laterals, collection lines, manholes, on-site force mains, lift or pumping stations, including the site for same, and all other appurtenances as shown upon the approved design of such wastewater collection system. On-site mains shall be defined as mains necessary to service the longest perimeter side of the developer's property with adequate size to serve that property. Under certain conditions, such mains may be considered partially on-site and partially off-site at the same time.

#### SECTION IV

##### OFF-SITE FACILITIES

Off-site distribution systems shall be provided by the developer or contributor in accordance with Company's specifications and conveyed to Company by Bill of Sale, at no cost to Company, with necessary maintenance and replacement easements and rights-of-way in such cases wherein developer constructs said facilities, together with as-built drawings of the facilities and accurate cost records establishing the construction costs of the said facilities, as a condition precedent to their **acceptance**

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TITLE

by Company and the initiation of service. At the option of Company, the developer may be required to pay for the design, construction, and inspection of said off-site facility with said design, construction, and inspection to be conducted under the auspices of Company.

The location, size or proposed density of developer's property may make service to such property dependent upon the extension of "off-site" wastewater force mains and pump stations and appurtenant facilities. For purposes of this Policy, the term "off-site" shall be defined as those wastewater collection force mains and appropriate appurtenant facilities necessary to connect developer's property and on-site facilities of Company. Off-site facilities may include main and appurtenant facilities which traverse the longest perimeter side of the developer's property in order to adequately serve that property and to connect to off-site facilities providing service to the property of others. Under certain conditions, such mains may be considered partially on-site and partially off-site at the same time.

#### SECTION V

##### REFUNDABLE ADVANCES

If the off-site facilities can serve other areas than those of the developer, Company may require that they be oversized to enable service to be provided to additional territory and that the developer

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TITLE

advance the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the developer will be refunded by Company as refundable advances over a period not to exceed seven years, from off-site fees paid by other developers connecting to the main or mains in accordance with their hydraulic share. After the said seven years, any portion of the refund not made to developer will have lapsed and developer shall not be entitled to additional refund thereafter. For purposes of this Policy, a hydraulic share shall be defined as the pro-rata share of the capabilities of facilities to be available to developer which pro-rata share is multiplied by the unit cost (per gallon) of constructing such facilities to determine the proportional share of the cost to be borne by the developer. Developer shall always be responsible for and shall not be refunded his hydraulic share of the cost of off-site wastewater facilities.

SECTION VI

SYSTEM CAPACITY CHARGES TO BE PAID

System capacity charges shall be paid by the developer and shall be equal to an amount of money sufficient to partially or fully defray the cost of construction of wastewater treatment, and effluent disposal facilities, and as set forth in this Tariff.

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COMMERCIAL AND INDUSTRIAL SYSTEM CAPACITY  
CHARGES TO BE PAID

An equivalent residential connection (ERC) shall be defined as a statistical average consumer returning 250 gallons per day of wastewater flow to the utility system.

Company shall estimate the annual daily demand for wastewater service and shall divide the demand thus calculated by a factor of 250 gallons of wastewater in order to calculate the number of equivalent residential connections per customer.

SECTION VII

PLAN REVIEW AND INSPECTION FEES

Company reserves the right to inspect the installation of all wastewater collection facilities installed by developer and/or developer's contractors, which facilities are proposed to be transferred to Company for ownership, operation and control. Such inspection is designed to assure Company that wastewater lines and appurtenant facilities are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Company further reserves the right to be present at tests of component parts of sewage collection systems for the purposes of determining that the system, as construed, conforms to Company's criteria for exfiltration, infiltration, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of Company's engineer or authorized inspector.

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Company reserves the right to charge an inspection fee not to exceed 2% of the cost, either actual or estimated, of the subject wastewater facilities as installed by developer. Company maintains inspection availability. The cost for inspection services as set forth herein is, and shall continue to be, designed to defray the actual cost of conducting such inspections and corresponding administrative costs.

SECTION VIII

INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the developer or its plumbing contractor to connect developer's plumbing installation with the wastewater collection system. Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Company's rules governing such connections and that the connections as made, is free from infiltration. The developer shall notify Company of any proposed interconnection with the facilities of Company and connection may be made without the presence of the Company inspector. However, such connection shall remain open until inspection by Company and until notice of the approval of such connection is furnished to the developer in accordance with the practices and procedures of Company. Any connection covered without the benefit of inspection will result in the developer being required to reopen the connection for subsequent inspection. If Company fails to inspect the connection within 48 hours after notice that the same is ready for inspection, the connection shall be deemed approved by Company.

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ISSUING OFFICER

PRESIDENT  
TITLE

Developer shall be responsible for insuring the safety and guarding against liabilities arising out of the construction, including leaving the connection open, until approved by Company and covered by Developer.

SECTION IX

COMPANY'S RIGHT TO MODIFY

By the adoption of this Policy, Company does not waive its lawful right to change its rates and charges for service availability or to modify this service availability policy in the future, but in no event shall Company adopt a service availability policy and main extension policy that does not contain the essential terms and conditions hereof.

Company may enter into special contracts in order to provide it with the necessary capital to undertake improvements to the wastewater treatment plant and collection facilities so long as it files such contracts with the Commission within thirty (30) days after execution. Company enters into such contracts at its own peril, and such contracts shall be subject to enforcement by judicial action.

The provisions of this Policy are subject to Chapters 367 and 403, Florida Statutes, Chapter 25-30, Florida Administrative Code, and other application laws.

SECTION X

ECONOMIC FEASIBILITY

Company agrees to provide service, on a uniform and non-discriminatory basis as to all who seek service and are entitled to same within Company's service area, as long as it is economically feasible for Company to do so. Company may be relieved of its obligation to provide service and/or

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capacity in instances where to do so will cause extraordinary capital expenditures in the future due to changes in environmental, health, safety, economic or esthetic considerations of the public law or policy. If Company knows, or has reason to know, that a major change in Public Law or policy is likely to occur in the immediate future which would require Company to expend extraordinary amounts of money to provide service to an individual developer, Company may require such individual to pay the actual costs of such extraordinary expenditure prior to agreeing to provide service, notwithstanding any other term or condition of this Policy.

SECTION XI

EXTENSION OUTSIDE SERVICE AREA

Developers being potential customers owning or controlling property which lies outside the Company's certificated service area may apply to Company for the extension of wastewater collection mains to said property. Company shall not be obligated to provide service outside of its certificated area, but may elect to do so upon terms and conditions similar to those contained in this Policy. Provided, however, Company may require additional contributions-in-aid-of-construction (CIAC) should the same be reasonably required in order to maintain the same level of economic feasibility then in effect within the certificated area. Company may require a developer to reimburse Company for all of its actual professional and administrative costs of securing said extension of Company's service area.

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MISCELLANEOUS SERVICE AVAILABILITY CHARGES

Company imposes certain miscellaneous charges upon Developers to help defray the following administrative costs:

- |   |  |
|---|--|
| (1) Application Charge                                | Administrative cost of Company's personnel to discuss project with developer   |
| (2) Recording Charge                                  | Cost of recording instruments in public records  |
| (3) Plan Review and Miscellaneous Engineering Charges | Cost of Company's engineers to review Developers' plans, and sign off on any permits, and provide miscellaneous advice regarding implementation of developer agreement |
| (4) Inspection Charges                                | Cost of Company's engineer to inspect the facilities installed by Developer  |
| (5) Legal Review Charge                               | Cost of Company's attorneys in negotiating, preparing and reviewing Developer Agreements   |

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TITLE

**EXHIBIT "E"**

**Special Report**

**EXHIBIT "F"**

**Affidavit of Mailing Notice to Entities**

AFFIDAVIT OF MAILING

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared MICHELE PARKS, who, after being duly sworn on oath, did depose on oath and say that she is the Legal Assistant of Martin S. Friedman, attorney for Silver Lake Utilities, Inc., and that on the 3<sup>rd</sup> day of November, 2006, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.



\_\_\_\_\_  
MICHELE PARKS

Sworn to and subscribed before me this 3<sup>rd</sup> day of November, 2006, by Michele Parks, who is personally known to me.



\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

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

My Commission Expires: \_\_\_\_\_



**Trina L. Collins**

Commission # DD290253

Expires February 12, 2008

Bonded Troy F&I - Insurance, Inc. 800-386-7019

EXHIBIT "F"

**NOTICE OF APPLICATION FOR ORIGINAL  
WATER AND WASTEWATER CERTIFICATES**

Notice is hereby given on the 3<sup>rd</sup> day of November, 2006, pursuant to Section 367.045, Florida Statutes, and Section 25-30.030, Florida Administrative Code, of SILVER LAKE UTILITIES, INC.'S Application to Operate a Water Utility in Glades and Highlands Counties, Florida and a Wastewater Utility in Glades County, Florida for the following described property in Glades and Highlands Counties, Florida:

**HIGHLANDS COUNTY, FLORIDA - Water**

**Township 35 South, Range 31 East**

*Section 34; All lying south of the center line of Istokpoga Canal*

*Section 35; All*

*Section 36; All lying south and east of the center line of Istokpoga Canal*

**Township 35 South, Range 32 East**

*Sections 29, 30, 31; All lying south and east of the center line of Istokpoga Canal*

*Section 32; All*

*Section 33; All lying west of Kissimmee River*

*Section 34, 35; All lying south and west of Kissimmee River*

**Township 36 South, Range 31 East**

*Section 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 34, 36; All*

*Section 33; The NW ¼ of the NW ¼ and the N ½ of the SW ¼ of the NW ¼*

*And all of the Unsurveyed part of Township 36 South, Range 31 East lying east of the waters of Lake Istokpoga*

**Township 36 South, Range 32 East**

*Section 1, 2; All lying south and west of Kissimmee River*

*Section 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35; All*

**Township 36 South, Range 33 East**

*Section 6; All of the West ¼ lying south and west of Canal C-38*

*Section 7; The SW ¼ and the West ½ of the NW ¼*

*Section 17; The SW ¼ lying south and west of the CSX R.R. ROW*

*Section 18; The West ½ and the SE ¼ lying south and west of the CSX R.R. ROW*

*Section 19, 30; All*

*Section 20; The West ½ of the West ½ lying south and west of the CSX R.R. ROW and the West ½ of the East ½ of the West ½ lying south and west of the CSX R.R. ROW and the South ½ of the South ½ of the SE ¼ lying south of the Kissimmee River*

*Section 29; All lying south of the Kissimmee River*

**Township 37 South, Range 31 East**

*Section 5; The South 1/2*

*Section 8; All*

*Section 25; The East ½*

*Section 36; The East ½*



**Township 37 South, Range 32 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 37 South, Range 33 East**

*Section 19; All  
Section 30; The North ¼*

**Township 38 South, Range 31 East**

*Section 25, 26; All lying south and west of the C-40 Canal ROW, less and except the West 138' thereof.*

*Less and except those lands owned by the South Florida Water Management District.*

**GLADES COUNTY, FLORIDA - Water**

**Township 38 South, Range 32 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 39 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 39 South, Range 32 East**

*Section 4, 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33; All*

**Township 40 South, Range 28 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 40 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36; All  
Section 29; All less and except the North ¾ of the West ¼  
Section 30; All less and except the NW ¼ of the NW ¼*

**Township 40 South, Range 30 East**

*Section 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All  
Section 4; The East ½ of the East ½ of the NE ¼ and the South ½ less and except the North ¼ of the NW ¼ of the SE ¼  
Section 5; The South ¾ lying east of US Hwy. 27 less and except the East ¾ of the North ½ of the South ½ of the NE ¼*

**Township 40 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 40 South, Range 32 East**

*Section 5, 6, 7, 8, 17, 18, 19; All*

*Section 16; The South ½ and the South 189.42' of the North ½*

*Section 20; All less and except the SE ¼ of the SE ¼ of the SE ¼ and less the South ¾ of the SW ¼ of the SE ¼*

*Section 21; The North ¼ of the NE ¼ of the SW ¼ and the North ½ less and except the SW ¼ of the SE ¼ of the NE ¼ and less the South ½ of the SW ¼ of the SE ¼ lying SE'ly of the east ROW line of the Red Barn Rd.*

*Section 29; Begin at the NW corner of said Section and run thence N 89° 32' 28" E 810.47', thence run S 02° 34' 55" W 2119.61', thence run N 78° 29' 58" W 750' MOL to the West line of said Section, thence run N'ly along said West line to the point of Beginning.*

*Section 30; All lying north of the south line of the L-50 Tie Back Levee*

**Township 41 South, Range 28 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 30 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 29, 30, 31, 32, 33; All*

*Section 25, 26; All lying north of the north line of the SCFE R.R. ROW*

*Section 27; All less and except the South ¼ lying east of the west ROW line of US Hwy. 27*

**Township 41 South, Range 32 East**

*Section 4, 9, 16, 21, 28; All lying West of the 1918 Merriam Meander Line of Lake Okeechobee*

*Section 5, 6, 7, 8, 17, 18, 19, 20, 29; All*

*Section 30, 31, 32, 33; All lying north of the north line of the SCFE R.R. ROW*

**Township 42 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 29, 30; All*

*Section 23; All less the East 292' of the NE ¼ of the NE ¼*

*Section 24; The S ¾ of the West ½ of the West 1/2*

*Section 26; The North ½ less and except the SE ¼ of the NE ¼*

*Section 27; All less and except the South ½ of the SW ¼ and less the South ½ of the SE ¼*

*Section 28; All less and except the South ½ of the SE ¼*

**Township 42 South, Range 30 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 18; All*

*Section 13; All lying north of the SR 78 ROW less and except the SW ¼ of the NW ¼*

*Section 14; The North ½*

*Section 15; All lying north of the SR 78 ROW less and except the East ½ of the East ½ of the NE ¼ of the SE ¼ and less the West 170' of the SW ¼ of the SW ¼*

*Section 16; The West ½ of the NE ¼ of the SW ¼ of the SE ¼ and the North ¾ less and except the NE ¼ of the SW ¼ and less the East ½ of the NW ¼ of the SW ¼*

**Township 42 South, Range 31 East**

*Section 4; The North ½*

*Section 5; The North ½ and the North ¾ of the West ½ of the NE ¼ of the SW ¼ and the North ¾ of the NW ¼ of the SW ¼ and the South ½ of the SW ¼ of the NW ¼ of the SW ¼ and the NW ¼ of the SW ¼ of the SW ¼*

*Section 6; All*

*Section 7; The North ½ of the NW ¼*

**Township 42 South, Range 32 East**

*Section 4; All lying north of the north line of the SCFE R.R. ROW*

*Less and except those lands owned by the Board of Trustees of The Internal Improvement Trust Fund of The State of Florida.*

**GLADES COUNTY, FLORIDA - Wastewater**

**Township 42 South, Range 29 East**

**PARCEL # 1:**

*A parcel of land lying within Section 20 and 21, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the South one-quarter corner of said Section 20 and run N89°59'17"E, along the South line of the Southeast one-quarter of said Section 20, a distance of 50.00 feet to the East right-of-way line of State Road 720; Thence N00°11'19"E, along said right-of-way line, a distance of 1010.44 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20 and the Point of Beginning of the parcel of land herein described; Thence continue N00°11'19"E, along said right-of-way line, a distance of 1653.69 feet to the Southerly right-of-way line for Pollywog Crossover SW; Thence continue N00°11'19"E, along the East right-of-way line of State Road 720, a distance of 30.95 feet; Thence N00°09'44"E, along the East right-of-way line of State Road 720, a distance of 32.20 feet to a point on the Northerly right-of-way line for Pollywog Crossover SW. Thence along said Northerly right-of-way line for Pollywog Crossover SW the following courses, S88°17'12"E a distance of 89.92 feet, S88°59'41"E a distance of 2316.32 feet and S35°02'55"E a distance of 30.10 feet to a point on the South line of the Northeast one-quarter of said Section 20; Thence S89°10'04"E a distance of 185.91 feet to the Southeast corner of the Northeast one-quarter of said Section 20; Thence S89°20'09"E, along the South line of the Northwest one-quarter of Section 21 a distance of 665.93 feet; Thence S00°08'18"W a distance of 449.44 feet to the Northerly right-of-way line of Pollywog Crossover SW; Thence S00°08'18"W a distance of 66.48 feet to the Southerly right-of-way line of Pollywog Crossover SW; Thence S00°08'18"W a distance of 814.51 feet; Thence S89°07'43"E a distance of 665.78 feet; Thence S89°07'43"E a distance of 665.78 feet; Thence N00°09'14"E a distance of 1061.14 feet to the Southerly right-of-way line of Pollywog Crossover SW; Thence N00°09'14"E a distance of 53.91 feet to the Northerly right-of-way line of Pollywog Crossover SW; Thence along said Northerly right-of-way line of Pollywog Crossover SW the following courses, N82°22'23"E a distance of 84.31 feet, N88°14'28"E a distance of 116.49 feet and S86°26'58"E a distance of 394.22 feet to*

*the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Southwest, having a central angle of 86°36'33" and a radius of 130.00 feet, and having a chord length of 178.33 feet and a chord bearing of S43°08'41"E), a distance of 196.51 feet to the end of the curve; Thence S00°09'35"W, along the Easterly right-of-way line of Pollywog Crossover SW, a distance of 58.17 feet; Thence S89°50'06"E a distance of 205.03 feet; Thence S00°09'54"W, a distance of 226.23 feet; Thence S37°58'27"W, along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the Northwesterly right-of-way line of State Road 29, a distance of 1301.66 feet to a point on the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21; Thence N89°04'36"W, along the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point on the West line of the Southwest one-quarter of said Section 21; Thence N89°41'44"W, along the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20, a distance of 2610.91 feet to the Point of Beginning.*

**PARCEL # 2:**

*A parcel of land lying within Sections 15, 16, 17, 21 and 22, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the North one-quarter corner of Section 20, Township 42 South, Range 29 East, and run S89°16'30"E, along the North line of the Northeast one-quarter of said Section 20, a distance of 50.00 feet to a point on the East right-of-way line of State Road 720 and the Point of Beginning of the parcel of land herein described; Thence N00°23'09"E, along said right-of-way line, a distance of 2237.05 feet; Thence S89°24'27"E, along the South line of the North 435.00 feet of the Southeast one-quarter of said Section 17, a distance of 795.01 feet; Thence N00°23'09"E, along the East line of the West 845.00 feet of the Southeast one-quarter of said Section 17, a distance of 435.00 feet to a point on the North line of the Southeast one-quarter of said Section 17; Thence S89°24'27"E a distance of 1818.61 feet to the Northeast corner of the Southeast one-quarter of said Section 17 (also being the Northwest corner of the Southwest one-quarter of said Section 16); Thence S89°36'11"E a distance of 2657.76 feet to the center of said Section 16; Thence S89°28'28"E a distance of 2661.85 feet to the Northeast corner of the Southeast one-quarter of said Section 16 (also being the Northwest corner of the Southwest one-quarter of said Section 15); Thence S87°03'37"E a distance of 2647.46 feet to the center of said Section 15; Thence S87°03'37"E, along the North line of the Southeast one-quarter of said Section 15, a distance of 1100.14 feet to a point on the Northwesterly right-of-way line of State Road 29; Thence S37°58'27"W, along said Northwesterly right-of-way line, a distance of 1669.60 feet to a point that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15; Thence N87°13'21"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 14.49 feet; Thence N87°11'20"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 59.81 feet to a point on the East line of the Southwest one-quarter of said Section 15; Thence N87°11'20"W, along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 1540.35 feet to a point that is 1320.00 feet Northwest of (as measured perpendicular to) the Northwesterly right-of-way line of State Road 29; Thence S37°58'27"W, along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the Northwesterly right-of-way line of State Road 29, a distance of 1565.72 feet to a point on the South line of the Southwest one-quarter of said Section 15; Thence continue S37°58'27"W a distance of 249.39 feet to a point on the East line of the Northeast one-quarter of said Section 21; Thence continue S37°58'27"W a distance of 2288.71 feet a distance of 1162.10 feet; Thence S00°09'27"W a distance of 334.56 feet; Thence N89°23'56"W a distance of*

99.41 feet to a point on the East line of the Northwest one-quarter of said Section 21; Thence N89°23'29"W a distance of 1997.94 feet to a point on the East line of the West one-quarter of the Northwest one-quarter of said Section 21; Thence N00°07'39"E, along the East line of the West one-quarter of the Northwest one-quarter of said Section 21 a distance of 2327.66 feet to the Northeast corner of the West one-quarter of the Northwest one-quarter of said Section 21; Thence N89°46'54"W a distance of 666.32 feet to the Northeast corner of Section 20, Township 42 South, Range 29 East; Thence N89°16'30"W, along the South line of the Southeast one-quarter of said Section 17 and the North line of said Official Records Book 216, Page 879, a distance of 2607.31 feet to the Point of Beginning.

**PARCEL #3:**

*A parcel of land lying in Sections 20, 21, 28 and 29, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:*

*Commence at the North one-quarter corner of said Section 29 and run N89°59'17"E, along the North line of said Section 29, a distance of 50.00 feet to the East Right-Of-Way line of State Road No. 720 and the Point-Of-Beginning of the parcel of land herein described; Thence N00°11'19"E, along said East Right-Of-Way line of State Road No. 720, a distance of 1010.58 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20; Thence S89°41'44"E, along said North line of the South three-eighths (3/8) of the Southeast one-quarter of Section 20, a distance of 2610.91 feet to the East line of said Section 20; Thence S89°04'36"E, along North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point that is 1320.00 feet, measured at perpendicular angles, from the Northwesterly Right-of-Way of State Road No. 29; Thence S37°58'27"W, parallel with and 1320.00 feet from said Northwesterly Right-of-Way line of State Road 29, a distance of 4602.48 feet to the South line of the Northeast quarter of said Section 29; Thence N89°51'24"W, along said South line of the Northeast quarter of said Section 29, a distance of 645.38 feet to the East line of the West one-half of the Southeast one-quarter of said Section 29; Thence S00°29'46"W, along said East line of the West one-half of the Southeast one-quarter of said Section 29, a distance of 2598.21 feet to the North Right-Of-Way line of State Road No. S-731; Thence N89°40'36"W, along said North Right-Of-Way line of State Road No. S-731, a distance of 1243.85 feet to the said East Right-of-Way line of State Road 720; Thence N00°06'28"E, along said East Right-Of-Way line of State Road 720, a distance of 100.00 feet; Thence S89°40'36"E a distance of 224.69 feet; Thence N00°29'11"E a distance of 311.50 feet; Thence N89°40'36"W a distance of 226.75 feet to the said East Right-Of-Way line of State Road 720; Thence N00°06'28"E, along said East Right-Of-Way line of State Road 720, a distance of 3513.22 feet; Thence S89°56'03"E a distance of 1271.21 feet; Thence N00°31'38"E, a distance of 333.06 feet; Thence continue N00°31'38"E a distance of 666.11 feet; Thence continue N00°31'38"E, a distance of 333.05 feet; Thence S89°59'17"W a distance of 1280.97 feet to the Point-Of-Beginning.*

**West Glades Elementary School**

*The Northeast-Quarter of Section 20, and the West-Quarter of the Northwest-Quarter of Section 21, Township 42 South, Range 29 East, Glades County, Florida.*

*This Parcel being more particularly described as follows: Commencing at the north quarter of said*

Section 20, said quarter corner being an 80 penny spike located near the center line of the existing 19 foot wide pavement of County Road No. 731; thence S. 89° 15' 49" E. along the north line of said Section 20, a distance of 50.00 feet to an intersection with the easterly Right-of-Way line of said County Road No. 731 and the Point of Beginning of this description; thence continuing S. 89° 15' 49" E along said north line of Section 20, a distance of 2607.22 feet to a lightwood post marking the northeast corner of said Section 20; thence S. 89° 45' 20" E. along the northerly line of said Section 21, a distance of 666.34 feet to the quarter-quarter-quarter corner; thence S. 0° 06' 27" W. along the quarter-quarter-quarter line, a distance of 2660.52 feet to an intersection with the east-west quarter Section line; thence N. 89° 19' 15" W. along said quarter line, a distance of 665.97 feet to a lightwood post marking the quarter corner; thence N. 89° 08' 51" W. along the east-west quarter line of said Section 20, a distance of 185.25 feet to an intersection with the northerly Right-of-Way line of said Pollywog Crossover Road; thence N. 35° 02' 55" W. along said northerly Right-of-Way line, a distance of 31.18 feet; thence N. 88° 59' 41" W. continuing along said Right-of-Way line, a distance of 2316.32 feet; thence N. 88° 17' 12" W. a distance of 89.92 feet to an intersection with the said easterly Right-of-Way line of County Road No. 731; thence N. 0° 10' 39" E. along said Right-of-Way line, a distance of 2617.40 feet to the said Point of Beginning of this description.

And the following:

Section 15; The south half lying westerly of SR 29 ROW

Section 16; The south half

Section 21; All lying westerly of SR 29 less the east half of the NW ¼ of SW ¼ and less SE ¼ of SW ¼ of NE ¼ and less the east half of the NW ¼ of SE ¼ and less the east ¾ of the east half of SW ¼ of SE ¼ and less the south half of SE ¼ of SW ¼ of NW ¼ and less the south half of SW ¼ of SE ¼ of NW ¼ and less the west half of NE ¼ of SW ¼

Section 22; all lying westerly of SR 29 ROW

Section 28; The north half lying westerly of SR 29 ROW

For further information about the territory description, contact Martin S. Friedman, Esquire at (407) 830-6331.

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2180 W. State Road 434, Suite 2118, Longwood, FL 32779, within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

Silver Lake Utilities, Inc.  
106 S. W. County Road 721  
Okeechobee, FL 34974

**LIST OF WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

CHARLOTTE COUNTY

BOCILLA UTILITIES, INC. (WU744)  
7025-A PLACIDA ROAD  
ENGLEWOOD, FL 34224-8758

R. CRAIG NODEN  
(941) 697-2000

LAKE SUZY UTILITIES, INC. D/B/A AQUA UTILITIES FLORIDA, IN (WS798)  
% AQUASOURCE, INC.  
6960 PROFESSIONAL PARKWAY EAST  
SARASOTA, FL 34240-8428

NANCE GUTH  
(941) 907-7411

LITTLE GASPARILLA WATER UTILITY, INC. (WU838)  
P. O. BOX 5145  
GROVE CITY, FL 34224-0145

JOHN R. BOYER  
(941) 626-8294

MSM UTILITIES, LLC (WS891)  
9696 BONITA BEACH ROAD, SUITE 203  
BONITA SPRINGS, FL 34135-8504

BEN J. MALTESE  
(239) 444-1444

NHC UTILITIES, INC. (WU796)  
TWO NORTH RIVERSIDE PLAZA, SUITE 800  
CHICAGO, IL 60606-2682

NANCY REYNOLDS  
(312) 279-1480

TOWN AND COUNTRY UTILITIES COMPANY (WU811)  
17837 MURDOCK CIRCLE  
PORT CHARLOTTE, FL 33948-4000

CHARLES DESANTI  
(941) 235-6900

UTILITIES, INC. OF SANDALHAVEN (SU809)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN  
(407) 869-1919

**LIST OF WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

BOARD OF COUNTY COMMISSIONERS, CHARLOTTE COUNTY  
CHARLOTTE COUNTY ADMINISTRATION CENTER  
18500 MURDOCK CIRCLE, ROOM 536  
PORT CHARLOTTE, FL 33948-1094

CLERK OF THE CIRCUIT COURT, CHARLOTTE COUNTY  
CHARLOTTE COUNTY ADMINISTRATION CENTER  
18500 MURDOCK CIRCLE, ROOM 423  
PORT CHARLOTTE, FL 33948-1094

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF PUNTA GORDA  
326 WEST MARION AVENUE  
PUNTA GORDA, FL 33950-4492

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
1926 VICTORIA AVENUE  
FT. MYERS, FL 33901

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

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



**LIST OF WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

STATE OFFICIALS

MANAGER

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

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

**LIST OF WATER AND WASTEWATER UTILITIES IN GLADES COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, GLADES COUNTY  
P. O. BOX 10  
MOORE HAVEN, FL 33471-0010

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF MOORE HAVEN  
P. O. BOX 399  
MOORE HAVEN, FL 33471-0399

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
1926 VICTORIA AVENUE  
FT. MYERS, FL 33901

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

**LIST OF WATER AND WASTEWATER UTILITIES IN GLADES COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

STATE OFFICIALS

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

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

**LIST OF WATER AND WASTEWATER UTILITIES IN HENDRY COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, HENDRY COUNTY  
P. O. BOX 1760  
LABELLE, FL 33975-1760

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF CLEWISTON  
115 WEST VENTURA  
CLEWISTON, FL 33440-3709

MAYOR, CITY OF LABELLE  
P. O. BOX 580  
LABELLE, FL 33935-0580

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
1926 VICTORIA AVENUE  
FT. MYERS, FL 33901

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

**LIST OF WATER AND WASTEWATER UTILITIES IN HENDRY COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

STATE OFFICIALS

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

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

**LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>HIGHLANDS COUNTY</u>	
AQUA UTILITIES FLORIDA, INC. (WS880) 762 WEST LANCASTER AVENUE BRYN MAWR, PA 19010-3402	KATHY L. PAPE (610) 645-1142
AQUASOURCE UTILITY, INC. D/B/A AQUA UTILITIES FLORIDA, INC (WU827) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST SARASOTA, FL 34240-8428	NANCE GUTH (941) 907-7411
C & H UTILITIES, INC. (SU526) P. O. BOX 1088 SEBRING, FL 33871-1088	WENDELL L. FAIRCLOTH (863) 471-1400
C & H UTILITIES, INC. (WU649) P. O. BOX 1088 SEBRING, FL 33871-1088	WENDELL L. FAIRCLOTH (863) 471-1400
COUNTRY CLUB OF SEBRING (WS654) 3035 WYNSTONE DRIVE SEBRING, FL 33875-4745	R. GREG HARRIS (863) 385-6330
DAMON UTILITIES, INC. (WS551) 47 LAKE DAMON DRIVE AVON PARK, FL 33825-8902	LISA DAVIS (863) 453-0773
FAIRMOUNT UTILITIES, THE 2ND, INC. (SU648) P. O. BOX 488 AVON PARK, FL 33826-0488	ROGER E. MILLER (863) 385-8542
FRANCIS I UTILITY, L.L.C. (SU858) P. O. BOX 3733 SEBRING, FL 33871-3733	DICK BEELER (863) 385-0981
HARDER HALL - HOWARD, INC. (SU644) 3201 GOLFVIEW ROAD SEBRING, FL 33875-5024	PAUL E. HOWARD (863) 382-8725
HIGHLANDS RIDGE UTILITIES, LLC (WS844) % MR. JOE DOBOSH 1275 LAKE HEATHROW LANE HEATHROW, FL 32746-4398	JOE DOBOSH (863) 471-9976
HIGHLANDS UTILITIES CORPORATION (SU299) 720 U.S. HIGHWAY 27 SOUTH LAKE PLACID, FL 33852-9515	DIXON PUGH (863) 465-1296

**LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

<u>UTILITY NAME</u>	<u>HIGHLANDS COUNTY</u>	<u>MANAGER</u>
HOLMES UTILITIES, INC. (WU760) 760 HENSCRATCH ROAD LAKE PLACID, FL 33852-8397		DANIEL HOLMES (863) 465-6044 OR -6911
L. P. UTILITIES CORPORATION (WS860) P. O. BOX 478 LAKE PLACID, FL 33862-0478		R. ANTHONY COZIER (863) 699-1936
LAKE PLACID UTILITIES, INC. (WS709) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027		PATRICK C. FLYNN (407) 869-1919
LANDMARK ENTERPRISES, INC. (SU686) 733 LAKE BLUE DRIVE LAKE PLACID, FL 33852-9679		DAVID S. PLANK (863) 441-3004
MINK ASSOCIATES II, LLC D/B/A CRYSTAL LAKE CLUB UTILITIES (WS893) 533 EAST CRYSTAL LAKE DRIVE AVON PARK, FL 33825-9739		GERALD D. ROSS (863) 385-7727 OR
PLACID LAKES UTILITIES, INC. (WU193) 410 WASHINGTON BLVD., NW LAKE PLACID, FL 33852-6779		LAURA ELOWSKY (863) 465-0345
SEBRING RIDGE UTILITIES, INC. (WS345) 3625 VALERIE BLVD. SEBRING, FL 33870-7814		CHRISTOPHER F. MILLER (863) 385-8542
SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTI (WS857) THE AMERICAN CENTER 27777 FRANKLIN ROAD, SUITE 200 SOUTHFIELD, MI 48034-8205		TOM O'BRANOVIC (248) 208-2610

**LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

CLERK, BOARD OF COUNTY COMMISSIONERS, HIGHLANDS COUNTY  
590 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870-3867

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF AVON PARK  
110 EAST MAIN STREET  
AVON PARK, FL 33825-3945

MAYOR, CITY OF SEBRING  
368 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870-3606

MAYOR, TOWN OF LAKE PLACID  
50 PARK DRIVE  
LAKE PLACID, FL 33852-9693

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

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



**LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

STATE OFFICIALS

MANAGER

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

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

**LIST OF WATER AND WASTEWATER UTILITIES IN OKEECHOBEE COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

OKEECHOBEE COUNTY

DONALD E. MCBRAYER AND MARTY STEVENS D/B/A BLUE HERON GOLF  
1925 S.E. 9TH AVENUE  
OKEECHOBEE, FL 34974-5357

UTILITY'S NOS.  
(863) 357-2291

PINE RIDGE MANAGEMENT CORPORATION (WS895)  
P. O. BOX 307  
LAKE PLACID, FL 33862-0307

VIRGINIA L. GADSDEN  
(863) 699-1582

THE VANTAGE DEVELOPMENT CORPORATION (SU877)  
1595 S.E. 32ND AVENUE  
OKEECHOBEE, FL 34974-6522

JOE HAZELLIEF  
(863) 763-4892

ZACHARY TAYLOR CAMPING AND LODGE, INC. (SU876)  
2995 HIGHWAY 441 S.E.  
OKEECHOBEE, FL 34974

CHARLES R. FREED  
(863) 763-3377

**LIST OF WATER AND WASTEWATER UTILITIES IN OKEECHOBEE COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

CLERK, BOARD OF COUNTY COMMISSIONERS, OKEECHOBEE COUNTY  
304 N. W. 2ND STREET  
OKEECHOBEE, FL 34972-4146

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

DEP SOUTHEAST DISTRICT  
400 NORTH CONGRESS AVENUE  
WEST PALM BEACH, FL 33401

MAYOR, CITY OF OKEECHOBEE  
55 S. E. 3RD AVENUE  
OKEECHOBEE, FL 34974-2932

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

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429

**LIST OF WATER AND WASTEWATER UTILITIES IN OKEECHOBEE COUNTY  
(VALID FOR 60 DAYS)  
10/26/2006 - 12/24/2006**

UTILITY NAME

MANAGER

STATE OFFICIALS

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

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

EXHIBIT "G"

Affidavit of Publication

(to be late filed)

**EXHIBIT "H"**

**Affidavit of Mailing Notice to Property Owners**


AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared MICHELE PARKS, who, after being duly sworn on oath, did depose on oath and say that she is the Legal Assistant of Martin S. Friedman, attorney for Silver Lake Utilities, Inc., and that on the 3<sup>rd</sup> day of November, 2006, she did send by U.S. Mail a copy of the Notice attached hereto to the property owners in the proposed territory.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
MICHELE PARKS

Sworn to and subscribed before me this 3<sup>rd</sup> day of November, 2006, by Michele Parks, who is personally known to me or who provided \_\_\_\_\_ as identification.



**Trina L. Collins**  
Commission # DD290253  
Expires February 12, 2008  
Bonded Troy Fein - Insurance, Inc. 800-386-7019


  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "H"

**NOTICE OF APPLICATION FOR ORIGINAL  
WATER AND WASTEWATER CERTIFICATES**

Notice is hereby given on the 3<sup>rd</sup> day of November, 2006, pursuant to Section 367.045, Florida Statutes, and Section 25-30.030, Florida Administrative Code, of SILVER LAKE UTILITIES, INC.'S Application to Operate a Water Utility in Glades and Highlands Counties, Florida and a Wastewater Utility in Glades County, Florida for the following described property in Glades and Highlands Counties, Florida:

**HIGHLANDS COUNTY, FLORIDA - Water**

**Township 35 South, Range 31 East**

*Section 34; All lying south of the center line of Istokpoga Canal  
Section 35; All  
Section 36; All lying south and east of the center line of Istokpoga Canal*

**Township 35 South, Range 32 East**

*Sections 29, 30, 31; All lying south and east of the center line of Istokpoga Canal  
Section 32; All  
Section 33; All lying west of Kissimmee River  
Section 34, 35; All lying south and west of Kissimmee River*

**Township 36 South, Range 31 East**

*Section 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 34, 36; All  
Section 33; The NW ¼ of the NW ¼ and the N ½ of the SW ¼ of the NW ¼  
And all of the Unsurveyed part of Township 36 South, Range 31 East lying east of the waters of Lake Istokpoga*

**Township 36 South, Range 32 East**

*Section 1, 2; All lying south and west of Kissimmee River  
Section 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35; All*

**Township 36 South, Range 33 East**

*Section 6; All of the West ¼ lying south and west of Canal C-38  
Section 7; The SW ¼ and the West ½ of the NW ¼  
Section 17; The SW ¼ lying south and west of the CSX R.R. ROW  
Section 18; The West ½ and the SE ¼ lying south and west of the CSX R.R. ROW  
Section 19, 30; All  
Section 20; The West ½ of the West ½ lying south and west of the CSX R.R. ROW and the West ½ of the East ½ of the West ½ lying south and west of the CSX R.R. ROW and the South ½ of the South ½ of the SE ¼ lying south of the Kissimmee River  
Section 29; All lying south of the Kissimmee River*

**Township 37 South, Range 31 East**

*Section 5; The South 1/2  
Section 8; All  
Section 25; The East ½  
Section 36; The East ½*



**Township 37 South, Range 32 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 37 South, Range 33 East**

*Section 19; All  
Section 30; The North ¼*

**Township 38 South, Range 31 East**

*Section 25, 26; All lying south and west of the C-40 Canal ROW, less and except the West 138' thereof.*

*Less and except those lands owned by the South Florida Water Management District.*

**GLADES COUNTY, FLORIDA - Water**

**Township 38 South, Range 32 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 39 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 39 South, Range 32 East**

*Section 4, 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33; All*

**Township 40 South, Range 28 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 40 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36; All  
Section 29; All less and except the North ¼ of the West ¼  
Section 30; All less and except the NW ¼ of the NW ¼*

**Township 40 South, Range 30 East**

*Section 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All  
Section 4; The East ½ of the East ½ of the NE ¼ and the South ½ less and except the North ¼ of the NW ¼ of the SE ¼  
Section 5; The South ¾ lying east of US Hwy. 27 less and except the East ¼ of the North ½ of the South ½ of the NE ¼*

**Township 40 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 40 South, Range 32 East**

*Section 5, 6, 7, 8, 17, 18, 19; All*

*Section 16; The South ½ and the South 189.42' of the North ½*

*Section 20; All less and except the SE ¼ of the SE ¼ of the SE ¼ and less the South ¾ of the SW ¼ of the SE ¼*

*Section 21; The North ¾ of the NE ¼ of the SW ¼ and the North ½ less and except the SW ¼ of the SE ¼ of the NE ¼ and less the South ½ of the SW ¼ of the SE ¼ lying SE'ly of the east ROW line of the Red Barn Rd.*

*Section 29; Begin at the NW corner of said Section and run thence N 89° 32' 28" E 810.47', thence run S 02° 34' 55" W 2119.61', thence run N 78° 29' 58" W 750' MOL to the West line of said Section, thence run N'ly along said West line to the point of Beginning.*

*Section 30; All lying north of the south line of the L-50 Tie Back Levee*

**Township 41 South, Range 28 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 30 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; All*

**Township 41 South, Range 31 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 29, 30, 31, 32, 33; All*

*Section 25, 26; All lying north of the north line of the SCFE R.R. ROW*

*Section 27; All less and except the South ¼ lying east of the west ROW line of US Hwy. 27*

**Township 41 South, Range 32 East**

*Section 4, 9, 16, 21, 28; All lying West of the 1918 Merriam Meander Line of Lake Okeechobee*

*Section 5, 6, 7, 8, 17, 18, 19, 20, 29; All*

*Section 30, 31, 32, 33; All lying north of the north line of the SCFE R.R. ROW*

**Township 42 South, Range 29 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 29, 30; All*

*Section 23; All less the East 292' of the NE ¼ of the NE ¼*

*Section 24; The S ¼ of the West ½ of the West 1/2*

*Section 26; The North ½ less and except the SE ¼ of the NE ¼*

*Section 27; All less and except the South ½ of the SW ¼ and less the South ½ of the SE ¼*

*Section 28; All less and except the South ½ of the SE ¼*

**Township 42 South, Range 30 East**

*Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 18; All*

*Section 13; All lying north of the SR 78 ROW less and except the SW ¼ of the NW ¼*

*Section 14; The North ½*

*Section 15; All lying north of the SR 78 ROW less and except the East ½ of the East ½ of the NE ¼ of the SE ¼ and less the West 170' of the SW ¼ of the SW ¼*

*Section 16; The West ½ of the NE ¼ of the SW ¼ of the SE ¼ and the North ¾ less and except the NE ¼ of the SW ¼ and less the East ½ of the NW ¼ of the SW ¼*

**Township 42 South, Range 31 East**

*Section 4; The North ½*

*Section 5; The North ½ and the North ¾ of the West ½ of the NE ¼ of the SW ¼ and the North ¾ of the NW ¼ of the SW ¼ and the South ½ of the SW ¼ of the NW ¼ of the SW ¼ and the NW ¼ of the SW ¼ of the SW ¼*

*Section 6; All*

*Section 7; The North ½ of the NW ¼*

**Township 42 South, Range 32 East**

*Section 4; All lying north of the north line of the SCFE R.R. ROW*

*Less and except those lands owned by the Board of Trustees of The Internal Improvement Trust Fund of The State of Florida.*

**GLADES COUNTY, FLORIDA - Wastewater**

**Township 42 South, Range 29 East**

**PARCEL # 1:**

*A parcel of land lying within Section 20 and 21, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the South one-quarter corner of said Section 20 and run N89°59'17"E, along the South line of the Southeast one-quarter of said Section 20, a distance of 50.00 feet to the East right-of-way line of State Road 720; Thence N00°11'19"E, along said right-of-way line, a distance of 1010.44 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20 and the Point of Beginning of the parcel of land herein described; Thence continue N00°11'19"E, along said right-of-way line, a distance of 1653.69 feet to the Southerly right-of-way line for Pollywog Crossover SW; Thence continue N00°11'19"E, along the East right-of-way line of State Road 720, a distance of 30.95 feet; Thence N00°09'44"E, along the East right-of-way line of State Road 720, a distance of 32.20 feet to a point on the Northerly right-of-way line for Pollywog Crossover SW. Thence along said Northerly right-of-way line for Pollywog Crossover SW the following courses, S88°17'12"E a distance of 89.92 feet, S88°59'41"E a distance of 2316.32 feet and S35°02'55"E a distance of 30.10 feet to a point on the South line of the Northeast one-quarter of said Section 20; Thence S89°10'04"E a distance of 185.91 feet to the Southeast corner of the Northeast one-quarter of said Section 20; Thence S89°20'09"E, along the South line of the Northwest one-quarter of Section 21 a distance of 665.93 feet; Thence S00°08'18"W a distance of 449.44 feet to the Northerly right-of-way line of Pollywog Crossover SW; Thence S00°08'18"W a distance of 66.48 feet to the Southerly right-of-way line of Pollywog Crossover SW; Thence S00°08'18"W a distance of 814.51 feet; Thence S89°07'43"E a distance of 665.78 feet; Thence S89°07'43"E a distance of 665.78 feet; Thence N00°09'14"E a distance of 1061.14 feet to the Southerly right-of-way line of Pollywog Crossover SW; Thence N00°09'14"E a distance of 53.91 feet to the Northerly right-of-way line of Pollywog Crossover SW; Thence along said Northerly right-of-way line of Pollywog Crossover SW the following courses, N82°22'23"E a distance of 84.31 feet, N88°14'28"E a distance of 116.49 feet and S86°26'58"E a distance of 394.22 feet to*

the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Southwest, having a central angle of  $86^{\circ}36'33''$  and a radius of 130.00 feet, and having a chord length of 178.33 feet and a chord bearing of  $S43^{\circ}08'41''E$ ), a distance of 196.51 feet to the end of the curve; Thence  $S00^{\circ}09'35''W$ , along the Easterly right-of-way line of Pollywog Crossover SW, a distance of 58.17 feet; Thence  $S89^{\circ}50'06''E$  a distance of 205.03 feet; Thence  $S00^{\circ}09'54''W$ , a distance of 226.23 feet; Thence  $S37^{\circ}58'27''W$ , along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the Northwesterly right-of-way line of State Road 29, a distance of 1301.66 feet to a point on the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21; Thence  $N89^{\circ}04'36''W$ , along the North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point on the West line of the Southwest one-quarter of said Section 21; Thence  $N89^{\circ}41'44''W$ , along the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20, a distance of 2610.91 feet to the Point of Beginning.

**PARCEL # 2:**

A parcel of land lying within Sections 15, 16, 17, 21 and 22, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows: Commence at the North one-quarter corner of Section 20, Township 42 South, Range 29 East, and run  $S89^{\circ}16'30''E$ , along the North line of the Northeast one-quarter of said Section 20, a distance of 50.00 feet to a point on the East right-of-way line of State Road 720 and the Point of Beginning of the parcel of land herein described; Thence  $N00^{\circ}23'09''E$ , along said right-of-way line, a distance of 2237.05 feet; Thence  $S89^{\circ}24'27''E$ , along the South line of the North 435.00 feet of the Southeast one-quarter of said Section 17, a distance of 795.01 feet; Thence  $N00^{\circ}23'09''E$ , along the East line of the West 845.00 feet of the Southeast one-quarter of said Section 17, a distance of 435.00 feet to a point on the North line of the Southeast one-quarter of said Section 17; Thence  $S89^{\circ}24'27''E$  a distance of 1818.61 feet to the Northeast corner of the Southeast one-quarter of said Section 17 (also being the Northwest corner of the Southwest one-quarter of said Section 16); Thence  $S89^{\circ}36'11''E$  a distance of 2657.76 feet to the center of said Section 16; Thence  $S89^{\circ}28'28''E$  a distance of 2661.85 feet to the Northeast corner of the Southeast one-quarter of said Section 16 (also being the Northwest corner of the Southwest one-quarter of said Section 15); Thence  $S87^{\circ}03'37''E$  a distance of 2647.46 feet to the center of said Section 15; Thence  $S87^{\circ}03'37''E$ , along the North line of the Southeast one-quarter of said Section 15, a distance of 1100.14 feet to a point on the Northwesterly right-of-way line of State Road 29; Thence  $S37^{\circ}58'27''W$ , along said Northwesterly right-of-way line, a distance of 1669.60 feet to a point that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15; Thence  $N87^{\circ}13'21''W$ , along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 14.49 feet; Thence  $N87^{\circ}11'20''W$ , along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 59.81 feet to a point on the East line of the Southwest one-quarter of said Section 15; Thence  $N87^{\circ}11'20''W$ , along a line that is 1280.00 feet North of (as measured perpendicular to) the South line of said Section 15, a distance of 1540.35 feet to a point that is 1320.00 feet Northwest of (as measured perpendicular to) the Northwesterly right-of-way line of State Road 29; Thence  $S37^{\circ}58'27''W$ , along a line that is parallel with (and 1320.00 feet Northwest of, as measured perpendicular to) the Northwesterly right-of-way line of State Road 29, a distance of 1565.72 feet to a point on the South line of the Southwest one-quarter of said Section 15; Thence continue  $S37^{\circ}58'27''W$  a distance of 249.39 feet to a point on the East line of the Northeast one-quarter of said Section 21; Thence continue  $S37^{\circ}58'27''W$  a distance of 2288.71 feet a distance of 1162.10 feet; Thence  $S00^{\circ}09'27''W$  a distance of 334.56 feet; Thence  $N89^{\circ}23'56''W$  a distance of

99.41 feet to a point on the East line of the Northwest one-quarter of said Section 21; Thence N89°23'29"W a distance of 1997.94 feet to a point on the East line of the West one-quarter of the Northwest one-quarter of said Section 21; Thence N00°07'39"E, along the East line of the West one-quarter of the Northwest one-quarter of said Section 21 a distance of 2327.66 feet to the Northeast corner of the West one-quarter of the Northwest one-quarter of said Section 21; Thence N89°46'54"W a distance of 666.32 feet to the Northeast corner of Section 20, Township 42 South, Range 29 East; Thence N89°16'30"W, along the South line of the Southeast one-quarter of said Section 17 and the North line of said Official Records Book 216, Page 879, a distance of 2607.31 feet to the Point of Beginning.

**PARCEL #3:**

*A parcel of land lying in Sections 20, 21, 28 and 29, Township 42 South, Range 29 East, Glades County, Florida, being more particularly described as follows:*

*Commence at the North one-quarter corner of said Section 29 and run N89°59'17"E, along the North line of said Section 29, a distance of 50.00 feet to the East Right-Of-Way line of State Road No. 720 and the Point-Of-Beginning of the parcel of land herein described; Thence N00°11'19"E, along said East Right-Of-Way line of State Road No. 720, a distance of 1010.58 feet to a point on the North line of the South three-eighths (3/8) of the Southeast one-quarter of said Section 20; Thence S89°41'44"E, along said North line of the South three-eighths (3/8) of the Southeast one-quarter of Section 20, a distance of 2610.91 feet to the East line of said Section 20; Thence S89°04'36"E, along North line of the South three-eighths (3/8) of the Southwest one-quarter of said Section 21, a distance of 2119.83 feet to a point that is 1320.00 feet, measured at perpendicular angles, from the Northwesterly Right-of-Way of State Road No. 29; Thence S37°58'27"W, parallel with and 1320.00 feet from said Northwesterly Right-of-Way line of State Road 29, a distance of 4602.48 feet to the South line of the Northeast quarter of said Section 29; Thence N89°51'24"W, along said South line of the Northeast quarter of said Section 29, a distance of 645.38 feet to the East line of the West one-half of the Southeast one-quarter of said Section 29; Thence S00°29'46"W, along said East line of the West one-half of the Southeast one-quarter of said Section 29, a distance of 2598.21 feet to the North Right-Of-Way line of State Road No. S-731; Thence N89°40'36"W, along said North Right-Of-Way line of State Road No. S-731, a distance of 1243.85 feet to the said East Right-of-Way line of State Road 720; Thence N00°06'28"E, along said East Right-Of-Way line of State Road 720, a distance of 100.00 feet; Thence S89°40'36"E a distance of 224.69 feet; Thence N00°29'11"E a distance of 311.50 feet; Thence N89°40'36"W a distance of 226.75 feet to the said East Right-Of-Way line of State Road 720; Thence N00°06'28"E, along said East Right-Of-Way line of State Road 720, a distance of 3513.22 feet; Thence S89°56'03"E a distance of 1271.21 feet; Thence N00°31'38"E, a distance of 333.06 feet; Thence continue N00°31'38"E a distance of 666.11 feet; Thence continue N00°31'38"E, a distance of 333.05 feet; Thence S89°59'17"W a distance of 1280.97 feet to the Point-Of-Beginning.*

**West Glades Elementary School**

*The Northeast-Quarter of Section 20, and the West-Quarter of the Northwest-Quarter of Section 21, Township 42 South, Range 29 East, Glades County, Florida.*

*This Parcel being more particularly described as follows: Commencing at the north quarter of said*

Section 20, said quarter corner being an 80 penny spike located near the center line of the existing 19 foot wide pavement of County Road No. 731; thence S. 89° 15' 49" E. along the north line of said Section 20, a distance of 50.00 feet to an intersection with the easterly Right-of-Way line of said County Road No. 731 and the Point of Beginning of this description; thence continuing S. 89° 15' 49" E along said north line of Section 20, a distance of 2607.22 feet to a lightwood post marking the northeast corner of said Section 20; thence S. 89° 45' 20" E. along the northerly line of said Section 21, a distance of 666.34 feet to the quarter-quarter-quarter corner; thence S. 0° 06' 27" W. along the quarter-quarter-quarter line, a distance of 2660.52 feet to an intersection with the east-west quarter Section line; thence N. 89° 19' 15" W. along said quarter line, a distance of 665.97 feet to a lightwood post marking the quarter corner; thence N. 89° 08' 51" W. along the east-west quarter line of said Section 20, a distance of 185.25 feet to an intersection with the northerly Right-of-Way line of said Pollywog Crossover Road; thence N. 35° 02' 55" W. along said northerly Right-of-Way line, a distance of 31.18 feet; thence N. 88° 59' 41" W. continuing along said Right-of-Way line, a distance of 2316.32 feet; thence N. 88° 17' 12" W. a distance of 89.92 feet to an intersection with the said easterly Right-of-Way line of County Road No. 731; thence N. 0° 10' 39" E. along said Right-of-Way line, a distance of 2617.40 feet to the said Point of Beginning of this description.

And the following:

Section 15; The south half lying westerly of SR 29 ROW

Section 16; The south half

Section 21; All lying westerly of SR 29 less the east half of the NW ¼ of SW ¼ and less SE ¼ of SW ¼ of NE ¼ and less the east half of the NW ¼ of SE ¼ and less the east ¾ of the east half of SW ¼ of SE ¼ and less the south half of SE ¼ of SW ¼ of NW ¼ and less the south half of SW ¼ of SE ¼ of NW ¼ and less the west half of NE ¼ of SW ¼

Section 22; all lying westerly of SR 29 ROW

Section 28; The north half lying westerly of SR 29 ROW

For further information about the territory description, contact Martin S. Friedman, Esquire at (407) 830-6331.

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2180 W. State Road 434, Suite 2118, Longwood, FL 32779, within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

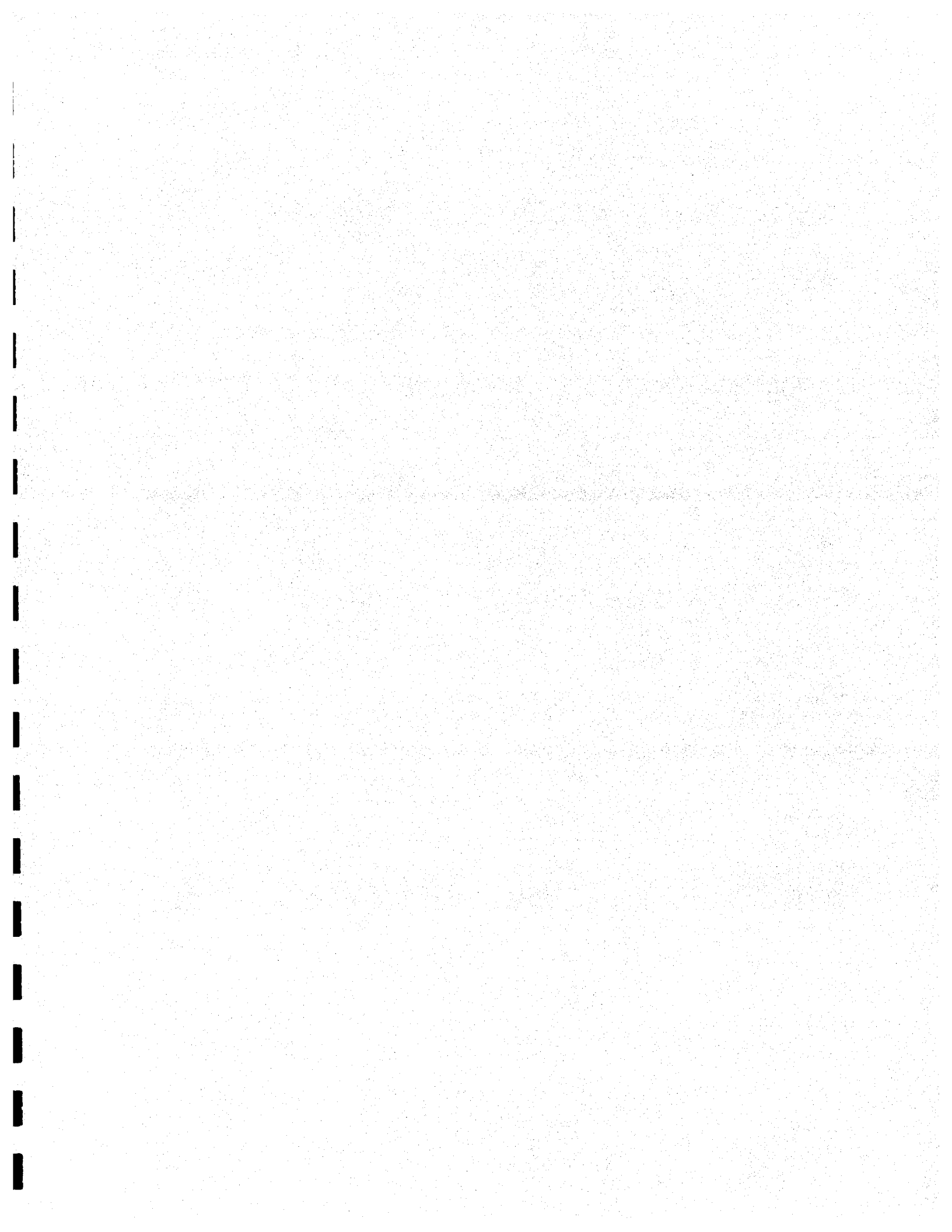
Silver Lake Utilities, Inc.  
106 S. W. County Road 721  
Okeechobee, FL 34974

**Silver Lake Utilities, Inc.**

**Special Report**

**Original Certificate Application**

**October 24, 2006**





***Cronin, Jackson, Nixon & Wilson***  
**CERTIFIED PUBLIC ACCOUNTANTS, P.A.**

*JAMES L. CARLSTEDT, C.P.A.*  
*PAUL E. DECHARIO, C.P.A.*  
*KATHERINE U. JACKSON, C.P.A.*  
*ROBERT H. JACKSON, C.P.A.*  
*ROBERT C. NIXON, C.P.A.*  
*JEANETTE SUNG, C.P.A.*  
*HOLLY M. TOWNER, C.P.A.*  
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*2560 GULF-TO-BAY BOULEVARD*  
*SUITE 200*  
*CLEARWATER, FLORIDA 33765-4432*  
*(727) 791-4020*  
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October 24, 2006

Officers and Directors  
Silver Lake Utilities, Inc.

In accordance with your request, we have prepared the accompanying Special Report of Silver Lake Utilities, Inc. consisting of the schedules listed in the preceding Index.

This report is intended solely for use as part of an original certificate application and request for initial rates and charges to be filed with the Florida Public Service Commission and should not be used for any other purpose.

Because this Special Report was not audited by us, we do not express an opinion or any other form of assurance on it.

*Cronin, Jackson, Nixon & Wilson*  
CRONIN, JACKSON, NIXON & WILSON

Silver Lake Utilities, Inc.  
Original Certificate Application  
Special Report

Index

<u>Schedule No.</u>	<u>Page(s)</u>	<u>Description</u>
		Accountant's Letter
A-1	1	Proposed Rates and Service Availability Charges
A-2	2	Proforma Capital Structure when Plant is Operating at Phase I & II Designed Capacity and Statement Regarding Financing of Utility Operations in the Initial Years of Development
B-1	6	Existing Potable Water System Proforma Rate Base, Rate of Return and Operating Income
B-2	4	Summary of Existing Potable Water System Utility Plant Cost, Accumulated Depreciation and Expense
B-3	5	Estimated Cost of Existing Potable Water System Utility Plant in Service
B-4	6	Calculation of Allowance for Funds Used During Construction (AFUDC)
B-5	7	Projected Accumulated Depreciation & Depreciation Expense
B-6	8	Calculation of Proposed Service Availability Charges, CIAC Level at Build-out and Statement Regarding Proposed Service Availability Policy
B-7	9	Projected Existing Potable Water System Accumulated Amortization of CIAC and Annual Amortization
B-8	10	Existing Potable Water System Constructed Statement of Operations
B-9	11	Detail of Existing Potable Water System Proforma O&M Expense and Engineer's Estimate of Plant Operating Expenses
B-10	12	Existing Potable Water System Taxes Other Than Income
B-11	13	Existing Potable Water System Calculation of Proposed Rates
C-1	14	Muse Village Potable Water System Proforma Rate Base, Rate of Return and Operating Income when Operating at the Designed Capacity of Phases I and II
C-2	15	Summary of Muse Village Potable Water System Utility Plant Cost, Accumulated Depreciation and Expense When Operating at Designed Capacity of Phases I and II
C-3	16	Estimated Cost of Muse Village Potable Water System Utility Plant in Service
C-4	17	Calculation of Allowance for Funds Used During Construction (AFUDC)
C-5	18	Projected Accumulated Depreciation & Depreciation Expense When Operating at Designed Capacity of Phases I and II
C-6	19	Calculation of Proposed Service Availability Charges, CIAC Level at Build-out of Phases I and II and Statement Regarding Proposed Service Availability Policy
C-7	20 - 21	Projected Muse Village Potable Water System Accumulated Amortization of CIAC and Annual Amortization
C-8	22	Muse Village Potable Water System Constructed Statement of Operations When Operating at the Designed Capacity of Phases I and II
C-9	23	Detail of Muse Village Potable Water System Proforma O&M Expense and Engineer's Estimate of Plant Operating Expenses when Plant is Operating at the Designed Capacity of Phases I and II
C-10	24	Muse Village Potable Water System Taxes Other Than Income

Silver Lake Utilities, Inc.  
Original Certificate Application  
Special Report

Index

<u>Schedule No.</u>	<u>Page(s)</u>	<u>Description</u>
C-11	25	Muse Village Potable Water System Calculation of Proposed Rates
D-1	26	Bulk Raw Water System Proforma Rate Base, Rate of Return and Operating Income
D-2	27	Summary of Bulk Raw Water System Utility Plant Cost, Accumulated Depreciation and Expense
D-3	28	Estimated Cost of Bulk Raw Water System Utility Plant in Service
D-4	29	Calculation of Allowance for Funds Used During Construction (AFUDC)
D-5	30	Projected Accumulated Depreciation & Depreciation Expense
D-6	31	Calculation of Proposed Service Availability Charges, CIAC Level at Build-out and Statement Regarding Proposed Service Availability Policy
D-7	32	Projected Bulk Raw Water System Accumulated Amortization of CIAC and Annual Amortization
D-8	33	Bulk Raw Water System Constructed Statement of Operations
D-9	34	Detail of Bulk Raw Water System Proforma O&M Expense and Engineer's Estimate of Plant Operating Expenses
D-10	35	Bulk Raw Water System Taxes Other Than Income
D-11	36	Bulk Raw Water System Calculation of Proposed Rates
E-1	37	Bulk Potable Water System Proforma Rate Base, Rate of Return and Operating Income
E-2	38	Summary of Bulk Potable Water System Utility Plant Cost, Accumulated Depreciation and Expense
E-3	39	Estimated Cost of Bulk Potable Water System Utility Plant in Service
E-4	40	Calculation of Allowance for Funds Used During Construction (AFUDC)
E-5	41	Projected Accumulated Depreciation & Depreciation Expense
E-6	42	Calculation of Proposed Service Availability Charges, CIAC Level at Build-out and Statement Regarding Proposed Service Availability Policy
E-7	43	Projected Bulk Potable Water System Accumulated Amortization of CIAC and Annual Amortization
E-8	44	Bulk Potable Water System Constructed Statement of Operations
E-9	45	Detail of Bulk Potable Water System Proforma O&M Expense and Engineer's Estimate of Plant Operating Expenses
E-10	46	Bulk Potable Water System Taxes Other Than Income
E-11	47	Bulk Potable Water System Calculation of Proposed Rates
F-1	48	Muse Village Wastewater System Proforma Rate Base, Rate of Return and Operating Income when Operating at Designed Capacity of Phases I and II
F-2	49	Summary of Muse Village Wastewater System Utility Plant Cost, Accumulated Depreciation and Expense When Operating at the Designed Capacity of Phases I and II

Silver Lake Utilities, Inc.  
Original Certificate Application  
Special Report

Index

Schedule		<u>Description</u>
<u>No.</u>	<u>Page(s)</u>	
F-3	50	Estimated Cost of Muse Village Wastewater System Utility Plant in Service
F-4	51	Calculation of Allowance for Funds Used During Construction (AFUDC)
F-5	52	Projected Accumulated Depreciation & Depreciation Expense When Operating at the Designed Capacity of Phases I and II
F-6	53	Calculation of Proposed Service Availability Charges, CIAC Level at Build-out (Phases I and II) and Statement Regarding Proposed Service Availability Policy
F-7	54	Projected Muse Village Wastewater System Accumulated Amortization of CIAC and Annual Amortization
F-8	55	Muse Village Wastewater System Constructed Statement of Operations When Operating at the Designed Capacity of Phases I and II
F-9	56	Detail of Muse Village Wastewater System Proforma O&M Expense and Engineer's Estimate of Plant Operating Expenses when Plant is Operating at the Designed Capacity of Phases I and II
F-10	57	Muse Village Wastewater System Taxes Other Than Income
F-11	58	Muse Village Wastewater System Calculation of Proposed Rates

Silver Lake Utilities, Inc.  
Original Certificate Application  
Total System  
Proposed Rates and Service Availability Charges

Line No.		Proposed Monthly Rates				
		Existing System	Muse Village Water	Bulk Raw Water	Bulk Treated Water	Muse Village Wastewater
1	<u>Residential</u>					
2	Base Facility Charges:					
3	5/8" x 3/4"	\$ 24.16	\$ 29.81			\$ 25.81
4	1"	60.40	74.53			64.53
5	1.5"	120.80	149.05			129.05
6	2"	193.28	238.48			206.48
7	3"	386.56	476.96			412.96
8	4"	604.00	745.25			645.25
9	6"	1,208.00	1,490.50			1,290.50
10	Gallonge charge per 1,000 gallons	3.70				
11	Gallonge charge 0 to 5,000 gallons		4.47			
12	Gallonge charge over 5,000 gallons		7.61			
13	Gallonge charge (maximum of 10,000 gallons)					
14						4.38
15	<u>General Service</u>					
16	Base Facility Charges:					
17	5/8" x 3/4"	24.16	29.81			25.81
18	1"	60.40	74.53			64.53
19	1.5"	120.80	149.05			129.05
20	2"	193.28	238.48			206.48
21	3"	386.56	476.96			412.96
22	4"	604.00	745.25			645.25
23	6"	1,208.00	1,490.50			1,290.50
24	Gallonge charge per 1,000 gallons	3.70	4.47			5.14
25	<u>Bulk Water</u>					
26	Base Facility Charges:			<u>.5 MGD</u>	<u>.350 MGD</u>	
27	Fixed base charge					
28	0.5mgd (2000 ERC's) / .350mgd (1400 ERC's)			\$ 3,540	\$ 30,254	
29	Gallonge charge per 1,000 gallons			0.94	5.52	
30	Minimum charge (Take or Pay)			14,296	58,765	
31	<u>Service Availability Charges</u>					
32	System Capacity Charge:					
33	Per ERC - 250 gpd	<u>N/A</u>	<u>\$ 3,000</u>	<u>\$ 850</u>	<u>\$ 6,500</u>	<u>\$ 2,600</u>
34	General Service/Bulk per gallon					
35	of daily demand	<u>N/A</u>	<u>\$ 12.00</u>	<u>\$ 3.40</u>	<u>\$ 26.00</u>	<u>\$ 10.40</u>
36	Meter Fee:					
37	5/8" x 3/4"	<u>N/A</u>	<u>\$ 300</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
38	Over 5/8 x 3/4"	<u>Actual Cost</u>	<u>Actual Cost</u>	<u>Actual Cost</u>	<u>Actual Cost</u>	<u>Actual Cost</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Total System  
Proforma Capital Structure and Cost of Capital  
When Plant is Operating at the Designed Capacity of Phases I & II and  
Statement Regarding Financing of Utility Operations

Line No.		Estimated Amount	Percent Ratio	Cost of Each Percent (3)	Weighted Cost
1	Equity (2)	\$ 4,854,537	40%	11.78%	4.71%
2	Debt (2)	<u>7,281,805</u>	<u>60%</u>	9.25%	<u>5.55%</u>
3	Total	<u>\$ 12,136,342</u>	<u>100%</u>		<u>10.26%</u>

4 Notes: (1) Equity contributions or advances from Related Entities will be made as  
5 required by the Utility ownership to finance Utility operations in the initial years of  
6 development.

7 (2) A Proforma capital structure consisting of 40% equity and 60% debt is  
8 proposed in order that the initial rates established in this proceeding will provide  
9 adequate financial resources to the Company.

10 (3) The cost of equity is based on the current PSC leverage graph. The cost of  
11 debt is based on the current Prime Rate (8.25%) plus 1.00%.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Proforma Rate Base, Rate of Return and Operating Income

Line No.		Schedule Reference	<u>Balance</u>
1	Utility Plant in Service	B-2	\$ 492,156
2	Accumulated Depreciation	B-2	(204,618)
3	Contributions in Aid of Construction (CIAC)	B-6	(208,379)
4	Accumulated Amortization of CIAC	B-6	<u>83,099</u>
5			162,258
6	Allowance For Working Capital (1)		<u>12,658</u>
7	Proforma Rate Base		<u>\$ 174,916</u>
8	Proforma Rate of Return	A-2	<u>10.26%</u>
9	Proforma Operating Income	B-8	<u>\$ 17,946</u>
10	Note (1): Based on 12.5% of O&M expense per Schedule No. B-9.		

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense

Line No.	NARUC		Estimated Original Cost	PSC Depreciation Rate %	Depreciation Expense	Accumulated Depreciation	Capacities(2)	
	Acct. No.	Description					ERC's	Gallons
<u>Original System costs</u>								
1	301	Organization (1)	\$ 40,000	2.50	\$ 1,000	\$ 1,000	228	57,000
4	307	Wells	178,867	3.33	5,956	92,966	228	57,000
6	311	Pumping Equipment	5,572	5.00	279	4,394	228	57,000
7	320	Water Treatment Equipment	17,694	4.55	805	14,393	228	57,000
9	330	Distribution Reservoirs & Standpipes	14,344	2.70	387	7,634	228	57,000
10	331	Transmission & Distribution Mains	208,379	2.33	4,855	83,099	228	57,000
12	334	Meters & Installations	<u>27,300</u>	5.00	<u>1,365</u>	<u>1,132</u>	228	57,000
14		Total	<u>\$ 492,156</u>		<u>\$ 14,647</u>	<u>\$ 204,618</u>	<u>228</u>	<u>57,000</u>

15 Notes:(1) Organization costs are based on 20% of the total estimated legal, accounting and engineering costs incurred to  
16 obtain an original PSC certificate. Such costs have been allocated equally to the five types of service to be provided.

17 (2) Capacities are based on Table 2-1 per the engineering report of Johnson Engineering.



Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Estimated Cost of Proposed Water Utility Plant in Service  
By Primary Accounts

Line No.	Plant	Plant Costs Excl. AFUDC	Percent	Permitting / Contingency / Engineering (2)	Total Costs Before AFUDC	Percent	AFUDC	Total Plant Costs
1	<u>Original Potable Water System costs</u>							
3	Wells	178,867		-	178,867		-	178,867
5	Pumping Equipment	5,572		-	5,572		-	5,572
6	Water Treatment Equipment	17,694		-	17,694		-	17,694
7	Distribution Reservoirs	14,344		-	14,344		-	14,344
8	Transmission & Distribution Mains	208,379		-	208,379		-	208,379
10	Meters & Installations (1)	<u>27,300</u>		<u>-</u>	<u>27,300</u>		<u>-</u>	<u>27,300</u>
12	Total Original Potable Water System Plant C	<u>\$ 452,156</u>		<u>\$ -</u>	<u>\$ 452,156</u>		<u>\$ -</u>	<u>\$ 452,156</u>
13	Note (1): The Company will meter each user of the existing potable water system with and ERT meter. The cost is based on 91 meters							
14	and an average cost of \$300.							

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Original Certificate Application  
Calculation of AFUDC Excluding Meters

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
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- 1 No AFUDC or interest during construction was charged in the construction of the original sites or
- 2 distribution systems.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Projected Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated Cost	PSC Depreciation Rate	Accumulated Depreciation (1)	Depreciation Expense
1	301	Organization	\$ 40,000	2.50	\$ 1,000	\$ 1,000
4	307	Wells	178,867	3.33	92,966	5,956
6	311	Pumping Equipment	5,572	5.00	4,394	279
7	320	Water Treatment Equipment	17,694	4.55	14,393	805
9	330	Distribution Reservoirs & Standpipes	14,344	2.70	7,634	387
10	331	Transmission & Distribution Mains	208,379	2.33	83,099	4,855
12	334	Meters & Installations	<u>27,300</u>	5.00	<u>1,132</u>	<u>1,365</u>
13		Total	<u>\$ 492,156</u>		<u>\$ 204,618</u>	<u>\$ 14,647</u>

14 Note (1): Accumulated depreciation through December 31, 2006 was calculated using PSC guideline rates, estimated original  
15 costs per Johnson Engineering, and the age of each plant facility per Appendix B of the Engineering Report.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Calculation of Proposed Service Availability Charges, CIAC Level at Build-out and  
Statement Regarding Proposed Service Availability Policy

<u>Line No.</u>		<u>T&amp;D Cost</u>	<u>Accumulated Amortization</u>	<u>Annual Amortization</u>	<u>Net CIAC</u>
1	<u>Property CIAC</u>				
2	Transmission & Distribution Mains	\$ 208,379	\$ 83,099	\$ 4,855	\$ 125,280

3       The cost of transmission and distribution mains has been classified as CIAC to meet the minimum guideline  
4 requirements of Rule 25-30.580. Future additions to the transmission and distribution system (if any) will be  
5 contributed.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
CIAC , Accumulated Amortization of CIAC and Annual Amortization

<u>Line No.</u>	<u>Year</u>	<u>Description</u>	<u>No. of New ERC's</u>	<u>Proposed Charge Per ERC</u>	<u>Total CIAC</u>	<u>Amortization Rate(1)</u>	<u>Accumulated Amortization</u>	<u>Annual Amortization</u>
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1     The existing potable water system is built out; therefore, no future collections are projected and  
2     this schedule is not applicable.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Constructed Statement of Operations

Line No.		Estimated Amount	Proforma Adjustments		Proforma Amount	Schedule Reference
1	Operating Revenue		<u>\$ 143,161</u>	(A)	<u>\$ 143,161</u>	
2	Operating Expenses:					
3	O&M expense	\$ 101,260			101,260	B-9
4	Depreciation	14,647			14,647	B-5
5	Amortization of CIAC	(4,855)			(4,855)	B-6
6	Taxes other than income	<u>7,720</u>	<u>6,442</u>	(B)	<u>14,162</u>	B-10
7		<u>118,772</u>	<u>6,442</u>		<u>125,214</u>	
8	Operating Income (loss)	<u>\$ (118,772)</u>	<u>\$ 136,718</u>		<u>\$ 17,946</u>	B-1
9	Rate Base	<u>\$ 174,916</u>			<u>\$ 174,916</u>	B-1
10	Rate of Return	<u>-67.90%</u>			<u>10.26%</u>	A-2
11	Proforma Adjustments:					
12	(A) Total revenue requested to realize a 10.26% rate of return				<u>\$ 143,161</u>	
13	(B) Regulatory assessment fees (RAF's):					
14	Total revenue requested				\$ 143,161	
15	RAF rate				<u>4.50%</u>	
16	Regulatory Assessment Fees				<u>\$ 6,442</u>	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Detail of Proforma O&M Expenses and  
Engineer's Estimate of Plant Operating Expenses

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	601	Salaries & Wages (1)	\$ 33,600
2	610	Purchased Water (Royalties) (1)	2,820
3	615	Purchased Power (1)	8,840
4	618	Chemicals (1)	7,000
5		Contractual Services:	
6	631	Engineering	1,000
7	632	Outside Accounting - Annual Report, RAF Return, Index Adjustments & Tax Returns)	3,500
8			
9	633	Contract Legal	1,000
10	634	Testing (1)	9,000
11	635	Management Fees (Billing, customer accounts, accounting, administration)	8,000
12	641	Rental of Building/Real Property (1)	22,000
13	655	Insurance - Property, Casualty & Liability	3,500
14	675	Miscellaneous	<u>1,000</u>
15		Total estimated O&M expense	<u>\$ 101,260</u>
16		(1) Per engineering estimate of Johnson Engineering. Other costs were estimated by	
17		Cronin, Jackson, Nixon, and Wilson, CPA's, based on their experience with costs for	
18		similar sized utilities.	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Projected Taxes Other Than Income Taxes

Line No.	<u>Description</u>	<u>Cost</u>	<u>Millage Rate</u>	<u>Projected Tax</u>
1	<u>Tangible Personal Property (Excludes Organization)</u>			
2	Total projected cost	\$ 452,156		
3	Accumulated depreciation	<u>(203,618)</u>		
4	Estimated taxable value	<u>\$ 248,538</u>	2.07230%	\$ 5,150
5	<u>Payroll Taxes</u>			
6	Total Salaries & Wages	<u>\$ 33,600</u>	7.65%	<u>2,570</u>
7	Total Taxes other than income			<u>\$ 7,720</u>



Silver Lake Utilities, Inc.  
Original Certificate Application  
Existing Potable Water System  
Rate Computation

Line No.		Total	Percent Allocation		Rate Component	
			BFC	Gallorage	BFC	Gallorage
1	<u>Operation &amp; Maintenance (O&amp;M):</u>					
2	Salaries & Wages	\$ 33,600	50.00%	50.00%	\$ 16,800	\$ 16,800
3	Purchased Water (Royalties)	2,820		100.00%	-	2,820
4	Purchased Power	8,840	50.00%	50.00%	\$ 4,420	4,420
5	Chemicals	7,000	50.00%	50.00%	3,500	3,500
6	Contractual Services:					
7	Engineering	1,000	50.00%	50.00%	500	500
8	Outside Accounting - Annual Report, RAF Return, Index	3,500	50.00%	50.00%	1,750	1,750
9	Adjustments and Tax Returns)					
10	Contract Legal	1,000	50.00%	50.00%	500	500
11	Testing	9,000	50.00%	50.00%	4,500	4,500
12	Management Fees (Billing, customer accounts,					
13	accounting, administration)	8,000	50.00%	50.00%	4,000	4,000
14	Rental of Building/Real Property	22,000	50.00%	50.00%	11,000	11,000
15	Insurance - Property, Casualty & Liability	3,500	50.00%	50.00%	1,750	1,750
16	Miscellaneous	1,000	50.00%	50.00%	500	500
17	Total estimated O&M expense	<u>101,260</u>				
18	Depreciation Expense - Net	<u>9,792</u>	100.00%	0.00%	9,792	-
19	<u>Taxes Other than Income:</u>					
20	Real estate & property taxes	5,150	50.00%	50.00%	2,575	2,575
21	Regulatory Assessment Fees	6,442	50.00%	50.00%	3,221	3,221
22	Payroll Taxes	2,570	50.00%	50.00%	1,285	1,285
23		<u>14,162</u>				
24	Operating Income	<u>17,946</u>	0.00%	100.00%	-	<u>17,946</u>
25	Total revenue requested	<u>\$ 143,161</u>			<u>\$ 66,094</u>	<u>\$ 77,067</u>
26	No. of ERC's at buildout level of operation				228	228
27	No of months				<u>12</u>	
28	Annual No. of monthly ERC's				2,736	
29	Average daily demand per ERC (gpd)					<u>250</u>
30	Daily demand per ERC					<u>57,000</u>
31	Days in year					<u>365</u>
32	Estimated annual gallons sold - thousands					<u>20,805</u>
33	Rates - Base Facility Charge / Gallorage Charge per 1,000 Gallons				<u>\$ 24.16</u>	<u>\$ 3.70</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Proforma Rate Base, Rate of Return and Operating Income  
When Operating at Designed Capacity of Phases I & II

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Proforma Balance</u>
1	Utility Plant in Service	C-2	\$ 22,385,946
2	Excess Capacity of Effluent Disposal Deepwell (2)		-
3	Accumulated Depreciation	C-2	(5,904,908)
4	Contributions in Aid of Construction (CIAC)	C-7	(15,412,500)
5	Accumulated Amortization of CIAC	C-7	<u>2,897,119</u>
6			3,965,657
7	Allowance For Working Capital (1)		<u>61,536</u>
8	Proforma Rate Base		<u>\$ 4,027,193</u>
9	Proforma Rate of Return	A-2	<u>10.26%</u>
10	Proforma Operating Income	C-8	<u>\$ 413,190</u>
11	Notes: (1) Based on 12.5% of O&M expense per Schedule No. C-9.		

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense  
When Operating at the Designed Capacity of Phases I and II

Line No.	NARUC Acct. No.	Description	Estimated	PSC	Depreciation	Accumulated	Capacities(2)	
			Original Cost	Rate %	Expense	Depreciation	ERC's	Gallons
1	301	Organization (1)	\$ 40,000	2.50	\$ 1,000	\$ 9,500	1,868	466,667
2	307	Wells	1,289,642	3.33	42,945	375,598	1,868	466,667
3	309	Supply Mains	147,860	2.86	4,230	33,990	1,868	466,667
4	320	Water Treatment Equipment	8,552,554	4.55	389,142	3,415,799	1,868	466,667
5	331	Transmission & Distribution Mains	11,755,890	2.33	273,912	1,920,021	1,868	466,667
6	334	Meters & Installations	600,000	5.00	30,000	150,000	1,868	466,667
7		Total	<u>\$ 22,385,946</u>		<u>\$ 741,229</u>	<u>\$ 5,904,908</u>	<u>1,868</u>	<u>466,667</u>

8 Notes:(1) Organization costs are based on 20% of the total estimated legal, accounting and engineering costs incurred to  
9 obtain an original PSC certificate. Such costs have been allocated equally to the five types of service to be provided.

10 (2) Total capacity of Phases I and II (Average Daily Flow). Initial rates are based on total operating capacity of  
11 Phases I & II since Phase II plant will be in operation three years after completion of Phase I.  
12 This approach will result in economies of scale in the initial rates and charges proposed by the Utility.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Original Certificate Application  
Allocation of Engineering, Permitting, Contingency, and AFUDC to Water Utility Plant in Service  
By Primary Accounts

Line No.	Description	Plant Costs Excl. AFUDC	Contingency (25%) / Engineering & Permitting (12%)	Total Costs Before AFUDC	Phase 1		Phase 2		Total Plant Costs
					Percent	AFUDC	Percent	AFUDC	
1	Wells-Ph 1	\$ 624,500	\$ 249,800	\$ 874,300	12.81%	\$ 91,212	-	\$ 965,512	
2	Wells-Ph 2	220,400	88,160	308,560			13.20%	324,130	
3	Supply Mains - Ph 1	49,000	19,600	68,600	1.01%	7,192	-	75,792	
4	Supply Mains - Ph 2	49,000	19,600	68,600		-	2.94%	72,068	
5	Water Treatment Equipment-Ph 1	4,200,000	1,680,000	5,880,000	86.18%	\$ 613,634	-	6,493,634	
6	Water Treatment Equipment-Ph2	1,400,000	560,000	1,960,000		-	83.86%	2,058,920	
7	Transmission & Distribution Mains (1)	2,102,420	840,968	2,943,388		-	-	2,943,388	
8	Total Utility Plant Cost	<u>\$ 8,645,320</u>	<u>\$ 3,458,128</u>	<u>\$ 12,103,448</u>	<u>100.00%</u>	<u>\$ 712,038</u>	<u>100.00%</u>	<u>\$ 12,933,444</u>	

9 Note (1): Due to the nature and timing of construction of the off-site Transmission and Distribution Mains, such costs are excluded from the calculation  
10 of AFUDC.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Original Certificate Application  
Calculation of AFUDC Excluding Organization, Meters, and Contributed Property

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
1	Phase 1						
2	1	\$ 284,288		\$ 284,288	\$ 142,144	\$ 1,162	\$ 285,450
3	2	284,288	\$ 285,450	569,738	427,594	3,494	573,232
4	3	284,288	573,232	857,520	715,376	5,846	863,366
5	4	284,288	863,366	1,147,654	1,005,510	8,217	1,155,871
6	5	284,288	1,155,871	1,440,159	1,298,015	10,608	1,450,767
7	6	284,288	1,450,767	1,735,055	1,592,911	13,018	1,748,073
8	7	284,288	1,748,073	2,032,361	1,890,217	15,448	2,047,809
9	8	284,288	2,047,809	2,332,097	2,189,953	17,897	2,349,994
10	9	284,288	2,349,994	2,634,282	2,492,138	20,367	2,654,649
11	10	284,288	2,654,649	2,938,937	2,796,793	22,857	2,961,794
12	11	284,288	2,961,794	3,246,082	3,103,938	25,367	3,271,449
13	12	284,288	3,271,449	3,555,737	3,413,593	27,897	3,583,634
14	13	284,287	3,583,634	3,867,921	3,725,778	30,449	3,898,370
15	14	284,287	3,898,370	4,182,657	4,040,514	33,021	4,215,678
16	15	284,287	4,215,678	4,499,965	4,357,822	35,614	4,535,579
17	16	284,287	4,535,579	4,819,866	4,677,723	38,229	4,858,095
18	17	284,287	4,858,095	5,142,382	5,000,239	40,864	5,183,246
19	18	284,287	5,183,246	5,467,533	5,325,390	43,522	5,511,055
20	19	284,287	5,511,055	5,795,342	5,653,199	46,201	5,841,543
21	20	284,287	5,841,543	6,125,830	5,983,687	48,901	6,174,731
22	21	284,287	6,174,731	6,459,018	6,316,875	51,624	6,510,642
23	22	284,287	6,510,642	6,794,929	6,652,786	54,370	6,849,299
24	23	284,287	6,849,299	7,133,586	6,991,443	57,137	7,190,723
25	24	284,287	7,190,723	7,475,010	7,332,867	59,928	7,534,938
26	TOTAL	6,822,900				712,038	7,534,938
27	Phase 2						
28	1	194,763		\$ 194,763	\$ 97,382	\$ 796	\$ 195,559
29	2	194,763	\$ 195,559	390,322	292,941	2,394	392,716
30	3	194,763	392,716	587,479	490,098	4,005	591,484
31	4	194,763	591,484	786,247	688,866	5,630	791,877
32	5	194,763	791,877	986,640	889,259	7,267	993,907
33	6	194,763	993,907	1,188,670	1,091,289	8,919	1,197,589
34	7	194,763	1,197,589	1,392,352	1,294,971	10,583	1,402,935
35	8	194,763	1,402,935	1,597,698	1,500,317	12,261	1,609,959
36	9	194,764	1,609,959	1,804,723	1,707,341	13,953	1,818,676
37	10	194,764	1,818,676	2,013,440	1,916,058	15,659	2,029,099
38	11	194,764	2,029,099	2,223,863	2,126,481	17,379	2,241,242
39	12	194,764	2,241,242	2,436,006	2,338,624	19,112	2,455,118
40	TOTAL	2,337,160				\$ 117,958	\$ 2,455,118
41	TOTAL	\$ 9,160,060				\$ 829,996	\$ 9,990,056

42 Note: AFUDC is based on the annual rate of return (Schedule No. A-2) discounted to a  
43 monthly rate of 0.8172466%

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Projected Accumulated Depreciation and Expense  
When Operating at the Designed Capacity of Phases I and II

Line No.	NARUC Acct. No.	Description	Estimated Cost	Years to Design Capacity	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	301	Organization	\$ 40,000	10	2.50	\$ 9,500	\$ 1,000
2	307	Wells - Ph1	965,512	10	3.33	305,440	32,152
3	308	Wells - Ph 2	324,130	7	3.33	70,158	10,794
4	309	Supply Mains - Ph 1	75,792	10	2.86	20,593	2,168
5	309	Supply Mains - Ph 2	72,068	7	2.86	13,397	2,061
6	320	Water Treatment Equipment - Ph 1	6,493,634	10	4.55	2,806,873	295,460
7	320	Water Treatment Equipment - Ph 2	2,058,920	7	4.55	608,926	93,681
8	331	Transmission & Distribution Mains - Year 1	294,339	10	2.33	65,152	6,858
9	331	Transmission & Distribution Mains - Year 2	294,339	9	2.33	58,294	6,858
10	331	Transmission & Distribution Mains - Year 3	294,339	8	2.33	51,436	6,858
11	331	Transmission & Distribution Mains - Year 4	294,339	7	2.33	44,578	6,858
12	331	Transmission & Distribution Mains - Year 5	294,339	6	2.33	37,720	6,858
13	331	Transmission & Distribution Mains - Year 6	294,339	5	2.33	30,861	6,858
14	331	Transmission & Distribution Mains - Year 7	294,339	4	2.33	24,003	6,858
15	331	Transmission & Distribution Mains - Year 8	294,339	3	2.33	17,145	6,858
16	331	Transmission & Distribution Mains - Year 9	294,339	2	2.33	10,287	6,858
17	331	Transmission & Distribution Mains - Year 10	294,339	1	2.33	3,429	6,858
18	331	Contributed Transmission & Distribution Mains - Year 1	4,218,750	10	2.33	933,820	98,297
19	331	Contributed Transmission & Distribution Mains - Year 2	937,500	9	2.33	185,672	21,844
20	331	Contributed Transmission & Distribution Mains - Year 3	937,500	8	2.33	163,828	21,844
21	331	Contributed Transmission & Distribution Mains - Year 4	937,500	7	2.33	141,984	21,844
22	331	Contributed Transmission & Distribution Mains - Year 5	468,750	6	2.33	60,070	10,922
23	331	Contributed Transmission & Distribution Mains - Year 6	468,750	5	2.33	49,148	10,922
24	331	Contributed Transmission & Distribution Mains - Year 7	234,375	4	2.33	19,113	5,461
25	331	Contributed Transmission & Distribution Mains - Year 8	234,375	3	2.33	13,652	5,461
26	331	Contributed Transmission & Distribution Mains - Year 9	234,375	2	2.33	8,191	5,461
27	331	Contributed Transmission & Distribution Mains - Year 10	140,625	1	2.33	1,638	3,277
28	334	Meters & Installations - Year 1	60,000	10	5.00	28,500	3,000
29	334	Meters & Installations - Year 2	60,000	9	5.00	25,500	3,000
30	334	Meters & Installations - Year 3	60,000	8	5.00	22,500	3,000
31	334	Meters & Installations - Year 4	60,000	7	5.00	19,500	3,000
32	334	Meters & Installations - Year 5	60,000	6	5.00	16,500	3,000
33	334	Meters & Installations - Year 6	60,000	5	5.00	13,500	3,000
34	334	Meters & Installations - Year 7	60,000	4	5.00	10,500	3,000
35	334	Meters & Installations - Year 8	60,000	3	5.00	7,500	3,000
36	334	Meters & Installations - Year 9	60,000	2	5.00	4,500	3,000
37	334	Meters & Installations - Year 10	60,000	1	5.00	1,500	3,000
38		Total	<u>\$ 22,385,946</u>			<u>\$ 5,904,908</u>	<u>\$ 741,229</u>

38 Note: Meters and meter installations are based on 2,000 ERC's and a proposed charge of \$300 per  
39 meter. See Schedule No C-6 for calculation of the proposed meter charge.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Calculation of Proposed Service Availability Charges, CIAC Level at Build-out of Phases I & II and  
Statement Regarding Proposed Service Availability Policy

Line No.	<u>Plant Cost</u>	<u>Plant Capacity (ERC's)</u>	<u>Total Cost per ERC</u>	<u>Proposed Capacity Charge per ERC</u>
1	<u>Calculation of proposed system capacity charge</u>			
2	Depreciable plant cost per Schedule No. C-2 (excluding			
3	\$ 12,933,444	1,868	\$ 6,924	\$ 3,000
4	<u>Calculation of Meter &amp; Installation Fee (5/8x3/4")</u>			
5	\$ 200			
6	20			
7	60			
8	280			
9	20			
10	<u>\$ 300</u>			
11	<u>CIAC Level at Build-out of Phases I and II</u>			
12				\$ 22,385,946
13				<u>(5,904,908)</u>
14				<u>16,481,038</u>
15				15,412,500
16				<u>(2,897,119)</u>
17				<u>12,515,381</u>
18				<u>\$ 3,965,657</u>
19				75.94%
20				<u>24.06%</u>
21				<u>100.00%</u>
22	<u>Statement Regarding Proposed Service Availability Policy</u>			
23	The Company proposes a service availability policy based on a plant capacity charge and meter fees,			
24	as well as developer contribution of the on-site transmission and distribution mains. This policy is designed to			
25	comply with the CIAC Guideline Levels in Rule 25-30.580.			

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
CIAC , Accumulated Amortization of CIAC and Annual Amortization  
When Plant is Operating at Build-out of Phases I and II

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Annual Amortization
1	1	System Capacity Charge - plant	200	3,000	\$ 600,000	3.90%	9.5	\$ 222,300	
2		Meter Fees	200	300	60,000	5.00%	9.5		
3		Contributed On-site Mains			4,218,750	2.33%	9.5		
4	2	System Capacity Charge - plant	200	3,000	600,000	3.90%	8.5	198,900	
5		Meter Fees	200	300	60,000	5.00%	8.5	25,500	
6		Contributed On-site Mains			937,500	2.33%	8.5	185,672	
7	3	System Capacity Charge - plant	200	3,000	600,000	3.90%	7.5	175,500	
8		Meter Fees	200	300	60,000	5.00%	7.5	22,500	
9		Contributed On-site Mains			937,500	2.33%	7.5	163,828	
10	4	System Capacity Charge - plant	200	3,000	600,000	3.90%	6.5	152,100	
11		Meter Fees	200	300	60,000	5.00%	6.5	19,500	
12		Contributed On-site Mains			937,500	2.33%	6.5	141,984	
13	5	System Capacity Charge - plant	200	3,000	600,000	3.90%	5.5	128,700	
14		Meter Fees	200	300	60,000	5.00%	5.5	16,500	
15		Contributed On-site Mains			468,750	2.33%	5.5	60,070	
16	6	System Capacity Charge - plant	200	3,000	600,000	3.90%	4.5	105,300	
17		Meter Fees	200	300	60,000	5.00%	4.5	13,500	
18		Contributed On-site Mains			468,750	2.33%	4.5	49,148	
19	7	System Capacity Charge - plant	200	3,000	600,000	3.90%	3.5	81,900	
20		Meter Fees	200	300	60,000	5.00%	3.5	10,500	
21		Contributed On-site Mains			234,375	2.33%	3.5	19,113	
22	8	System Capacity Charge - plant	200	3,000	600,000	3.90%	2.5	58,500	
23		Meter Fees	200	300	60,000	5.00%	2.5	7,500	
24		Contributed On-site Mains			234,375	2.33%	2.5	13,652	



Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
CIAC , Accumulated Amortization of CIAC and Annual Amortization  
When Plant is Operating at Build-out of Phases I and II

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Annual Amortization
25	9	System Capacity Charge - plant	200	3,000	600,000	3.90%	1.5	35,100	
26		Meter Fees	200	300	60,000	5.00%	1.5	4,500	
27		Contributed On-site Mains			234,375	2.33%	1.5	8,191	
28	10	System Capacity Charge - plant	200	3,000	600,000	3.90%	0.5	11,700	
29		Meter Fees	200	300	60,000	5.00%	0.5	1,500	
30		Contributed On-site Mains			<u>140,625</u>	2.33%	0.5	<u>1,638</u>	
31		Total	<u>2000</u>		<u>\$ 15,412,500</u>			<u>\$ 2,897,119</u>	<u>\$ 469,333</u>
32	Note (1): The composite amortization rate is calculated as follows:								
33	Total depreciation expense								\$ 741,229
34	Less: Depreciation expense - Organization Costs								(1,000)
35	Depreciation expense - Meters								(30,000)
36	Depreciation expense - Contributed Property								<u>(205,333)</u>
37	System depreciation expense								<u>\$ 504,896</u>
38	Total depreciable plant excluding organization costs, meters, and contributed property								<u>\$ 12,933,444</u>
39	Composite capacity charge amortization rate								<u>3.90%</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Constructed Statement of Operations  
When Operating at the Designed Capacity of Phases I and II

Line No.	Estimated Amount	Proforma Adjustments	Proforma Amount	Schedule Reference
1	Operating Revenue	\$ 1,613,852 (A)	\$ 1,613,852	
2	Operating Expenses:			
3	O&M expense	\$ 492,289	492,289	C-9
4	Depreciation	741,229	741,229	C-5
5	Amortization of CIAC	(469,333)	(469,333)	C-7
6	Taxes other than income	363,854	436,477 (B)	C-10
7		<u>1,128,039</u>	<u>72,623</u>	
8	Operating Income (loss)	<u>\$ (1,128,039)</u>	<u>\$ 1,541,229</u>	
9	Rate Base	<u>\$ 4,027,193</u>	<u>\$ 4,027,193</u>	C-1
10	Rate of Return	<u>-28.01%</u>	<u>10.26%</u>	A-2
11	Proforma Adjustments:			
12	(A) Total revenue requested to realize a 10.26% rate of return		<u>\$ 1,613,852</u>	
13	(B) <u>Regulatory assessment fees (RAF's):</u>			
14	Total revenue requested		\$ 1,613,852	
15	RAF rate		<u>4.50%</u>	
16	Regulatory Assessment Fees		<u>\$ 72,623</u>	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Detail of Proforma O&M Expenses and  
Engineer's Estimate of Plant Operating Expenses  
When Operating at the Designed Capacity of Phases I and II

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	601	Salaries & Wages (1)	\$ 300,000
2	610	Purchased Water (Royalties) (1)	29,400
3	615	Purchased Power (1)	19,700
4	618	Chemicals (1)	8,000
5		Contractual Services:	
6	631	Engineering (1)	20,000
7	632	Outside Accounting - Annual Report, RAF Return, Index Adjustments	
8		& Tax Returns	5,000
9	633	Legal	5,000
10	634	Testing (1)	8,000
11	635	Management Fees (Accounting, Customer Accounts, Billing, Management)	40,000
12	636	Plant Maintenance (1)	13,000
13	641	Rental of Building/Real property (1)	29,189
14	655	Insurance - Property, Casualty & Liability	10,000
15	675	Miscellaneous	<u>5,000</u>
16		Total estimated O&M expense	<u>\$ 492,289</u>
17		(1) Per engineering estimate of Johnson Engineering. Other costs were estimated by	
18		Cronin, Jackson, Nixon, and Wilson, CPA's, based on their experience with costs for	
19		similar sized utilities.	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Projected Taxes Other Than Income Taxes

Line No.	<u>Description</u>	<u>Cost</u>	<u>Millage Rate</u>	<u>Projected Tax</u>
1	<u>Tangible Personal Property (1)</u>			
2	Total projected cost	\$ 22,345,946		
3	Accumulated depreciation when operating at the			
4	designed capacity of Phases I & II	<u>(5,895,408)</u>		
5	Estimated taxable value	<u>\$ 16,450,538</u>	2.07230%	\$ 340,904
6	<u>Payroll Taxes</u>			
7	Total Salaries & Wages	<u>\$ 300,000</u>	7.65%	<u>22,950</u>
8	Total Taxes other than income			<u>\$ 363,854</u>
9	(1) Excludes cost of Organization and associated accumulated depreciation.			

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Potable Water System  
Rate Computation

Line No.		Total	Percent Allocation		Rate Component	
			BFC	Gallonge	BFC	Gallonge
1	Operation & Maintenance (O&M):					
2	Salaries & Wages	300,000	50.00%	50.00%	\$ 150,000	\$ 150,000
3	Purchased Water (Royalties)	29,400	50.00%	50.00%	14,700	14,700
4	Purchased Power	19,700	50.00%	50.00%	9,850	9,850
5	Chemicals	8,000	50.00%	50.00%	4,000	4,000
6	Contractual Services:					
7	Engineering	20,000	50.00%	50.00%	10,000	10,000
8	Outside Accounting - Annual Report, RAF Return, Index					
9	Adjustments & Tax Returns	5,000	50.00%	50.00%	2,500	2,500
10	Legal	5,000	50.00%	50.00%	2,500	2,500
11	Testing	8,000	50.00%	50.00%	4,000	4,000
12	Management Fees (Accounting, Customer Accounts,					
13	Billing, Management)	40,000	50.00%	50.00%	20,000	20,000
14	Plant Maintenance	13,000	50.00%	50.00%	6,500	6,500
15	Rental of Building/Real property	29,189	50.00%	50.00%	14,595	14,595
16	Insurance - Property, Casualty & Liability	10,000	50.00%	50.00%	5,000	5,000
17	Miscellaneous	5,000	50.00%	50.00%	2,500	2,500
18	Total Estimated O&M Expenses	<u>492,289</u>				
19	Depreciation Expense - Net	<u>271,896</u>	75.00%	25.00%	203,922	67,974
20	Taxes Other than Income:					
21	Real estate & property taxes	340,904	50.00%	50.00%	170,452	170,452
22	Payroll Taxes	22,950	50.00%	50.00%	11,475	11,475
23	Regulatory Assessment Fees	72,623	50.00%	50.00%	36,312	36,312
24		<u>436,477</u>				
25	Operating Income	<u>413,190</u>	0.00%	100.00%	-	413,190
26	Total revenue requested	<u>\$ 1,613,852</u>			<u>\$ 668,305</u>	<u>\$ 945,547</u>
27	Gallonge revenue in first block					<u>\$ 501,140</u>
28	Gallonge revenue in second block					<u>\$ 444,407</u>
29	No. of ERC's at capacity operation - Phases I & II				1,868	1,868
30	No of months/ 5,000 gallons per month usage in first block (000)				<u>12</u>	<u>5</u>
31	Annual No. of monthly ERC's / GPD for 5,000 gallons per month usage				22,416	9,340
32	Months					<u>12</u>
33	Annual No. of gallons at 5,000 gallons per month usage per ERC (000)					112,080
34	Total annual gallons sold @ 250GPD (000) ( 250 x 365 x 1868 ERC's / 1,000)					<u>170,455</u>
35	Annual gallons in 2nd block (000)					<u>58,375</u>
36					<u>\$ 29.81</u>	
37	Gallonge rate first block (0 - 5,000 gallons)					<u>\$ 4.47</u>
38	Gallonge rate 2nd block (over 5,000 gallons usage)					<u>\$ 7.61</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Proforma Rate Base, Rate of Return and Operating Income

Line No.		Schedule Reference	Proforma Balance
1	Utility Plant in Service	D-2	\$ 2,166,833
2	Accumulated Depreciation	D-2	(67,974)
3	Contributions in Aid of Construction (CIAC)	D-7	(1,700,000)
4	Accumulated Amortization of CIAC	D-7	<u>53,550</u>
			452,409
5	Allowance For Working Capital (1)		<u>12,110</u>
6	Proforma Rate Base		<u>\$ 464,519</u>
7	Proforma Rate of Return	A-2	<u>10.26%</u>
8	Proforma Operating Income	D-8	<u>\$ 47,660</u>
9	Note (1): Based on 12.5% of O&M expense per Schedule No. D-9.		

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System

Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated	PSC	Depreciation Expense	Accumulated Depreciation	Capacities(2)	
			Original Cost	Depreciation Rate %			ERC's	Gallons
1		<u>Bulk Raw Water Costs</u>						
2	301	Organization (1)	\$ 40,000	2.50	\$ 1,000	\$ 1,000	2,000	500,000
3	304	Structures & Improvements	70,845	3.13	2,217	2,217	2,000	500,000
4	307	Wells	1,267,301	3.33	42,201	42,201	2,000	500,000
5	309	Supply Mains	<u>788,688</u>	<u>2.86</u>	<u>22,556</u>	<u>22,556</u>	<u>2,000</u>	<u>500,000</u>
6		Total	<u>\$ 2,166,833</u>		<u>\$ 67,974</u>	<u>\$ 67,974</u>	<u>2,000</u>	<u>500,000</u>

7 Notes:(1) Organization costs are based on 20% of the total estimated legal, accounting and engineering costs incurred to  
8 obtain an original PSC certificate. Such costs have been allocated equally to the five types of service to be provided.

9 (2) Per engineering estimates of Johnson Engineering. Because the bulk potable water plant will not be constructed  
10 until a contract for a firm take or pay demand of 0.5 mgd is reached, the initial rates are based on the total proposed initial  
11 sizing of the facility.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Original Certificate Application  
Estimated Cost of Proposed Water Utility Plant in Service  
By Primary Accounts

Line No.	Actt. No.	Description	Plant Costs Excl. AFUDC	Percent	Permitting / Contingency / Engineering	Total Costs Before AFUDC	Percent	AFUDC	Total Plant Costs
1	304	Structures & Improvements	\$ 59,400	3.33%	\$ 4,752	\$ 64,152	3.33%	\$ 6,693	\$ 70,845
2	307	Wells	1,062,500	59.59%	85,035	1,147,535	59.59%	119,766	1,267,301
3	309	Supply Mains	<u>661,250</u>	<u>37.08%</u>	<u>52,913</u>	<u>714,163</u>	<u>37.08%</u>	<u>74,524</u>	<u>788,688</u>
4		Total Bulk Raw Water Plant Costs	<u>\$ 1,783,150</u>	<u>100.00%</u>	<u>\$ 142,700</u>	<u>\$ 1,925,850</u>	<u>100.00%</u>	<u>\$ 200,983</u>	<u>\$ 2,126,833</u>



Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Original Certificate Application  
Calculation of AFUDC

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
1	1	\$ 80,244		\$ 80,244	\$ 40,122	\$ 328	\$ 80,572
2	2	80,244	\$ 80,572	160,816	120,694	986	161,802
3	3	80,244	161,802	242,046	201,924	1,650	243,696
4	4	80,244	243,696	323,940	283,818	2,319	326,259
5	5	80,244	326,259	406,503	366,381	2,994	409,497
6	6	80,244	409,497	489,741	449,619	3,674	493,415
7	7	80,244	493,415	573,659	533,537	4,360	578,019
8	8	80,244	578,019	658,263	618,141	5,052	663,315
9	9	80,244	663,315	743,559	703,437	5,749	749,308
10	10	80,244	749,308	829,552	789,430	6,452	836,004
11	11	80,244	836,004	916,248	876,126	7,160	923,408
12	12	80,244	923,408	1,003,652	963,530	7,874	1,011,526
13	13	80,244	1,011,526	1,091,770	1,051,648	8,595	1,100,365
14	14	80,244	1,100,365	1,180,609	1,140,487	9,321	1,189,930
15	15	80,244	1,189,930	1,270,174	1,230,052	10,053	1,280,227
16	16	80,243	1,280,227	1,360,470	1,320,349	10,791	1,371,261
17	17	80,243	1,371,261	1,451,504	1,411,383	11,534	1,463,038
18	18	80,243	1,463,038	1,543,281	1,503,160	12,285	1,555,566
19	19	80,243	1,555,566	1,635,809	1,595,688	13,041	1,648,850
20	20	80,243	1,648,850	1,729,093	1,688,972	13,803	1,742,896
21	21	80,243	1,742,896	1,823,139	1,783,018	14,572	1,837,711
22	22	80,244	1,837,711	1,917,955	1,877,833	15,347	1,933,302
23	23	80,244	1,933,302	2,013,546	1,973,424	16,128	2,029,674
24	24	<u>80,244</u>	2,029,674	2,109,918	2,069,796	<u>16,915</u>	<u>2,126,833</u>
25	TOTAL	<u>\$ 1,925,850</u>				<u>\$ 200,983</u>	<u>\$ 2,126,833</u>

26 Note: AFUDC is based on the annual rate of return (Schedule No. A-2) discounted to a  
27 monthly rate of 0.8172466% 0.8172466%

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Projected Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated Cost	Years to Capacity	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	301	Organization	\$ 40,000	1	2.50	\$ 1,000	\$ 1,000
2	304	Structures & Improvements	70,845	1	3.13	2,217	2,217
3	307	Wells	1,267,301	1	3.33	42,201	42,201
4	309	Supply Mains	<u>788,688</u>	1	2.86	<u>22,556</u>	<u>22,556</u>
5		Total	<u>\$ 2,166,833</u>			<u>\$ 67,974</u>	<u>\$ 67,974</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Calculation of Proposed Service Availability Charges, CIAC Level at Build-out  
and Statement Regarding Proposed Service Availability Policy

Line No.	Plant Cost	Plant Capacity (ERC's)	Total Cost per ERC	Proposed Capacity Charge per ERC
1	<u>Calculation of proposed system capacity charge</u>			
2	Depreciable plant cost per Schedule No. 3			
3	\$ 2,126,833	2,000	\$ 1,063	\$ 850
4	<u>CIAC Level at Build-out</u>			
5	Utility plant in service			\$ 2,166,833
6	Accumulated depreciation			<u>(67,974)</u>
7	Net Plant			<u>2,098,859</u>
8	CIAC			1,700,000
9	Accumulated amortization of CIAC			<u>(53,550)</u>
10	Net CIAC			<u>1,646,450</u>
11	Net Investment			<u>\$ 452,409</u>
12	Percent CIAC			78.45%
13	Percent Investment			<u>21.55%</u>
14	Total			<u>100.00%</u>
15	<u>Statement Regarding Proposed Service Availability Policy</u>			
16	The Company proposes a service availability policy based on a system capacity charge and bulk meter			
17	contribution which will generally conform to the guidelines of Rule 25-30.580 when a contract is made for			
18	.500 MGD bulk service. No estimates for the cost of a bulk meter are available at this time, but the impact			
19	on the CIAC level would be immaterial.			

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
CIAC , Accumulated Amortization of CIAC and Annual Amortization

<u>Line No.</u>	<u>Year</u>	<u>Description</u>	<u>No. of New ERC's</u>	<u>Proposed Charge Per ERC</u>	<u>Total CIAC</u>	<u>Amortization Rate(1)</u>	<u>Factor For Years to Build-out</u>	<u>Accumulated Amortization</u>	<u>Annual Amortization</u>
1	1	System Capacity Charge - plant	<u>2,000</u>	<u>\$ 850</u>	<u>\$ 1,700,000</u>	<u>3.15%</u>	<u>1.0</u>	<u>\$ 53,550</u>	<u>\$ 53,550</u>
2	Note (1): The composite amortization rate is calculated as follows:								
3	Total depreciation expense (excluding Organization)				<u>\$ 66,974</u>				
4	Total depreciable plant excluding Organization costs				<u>\$ 2,126,833</u>				
5	Composite capacity charge amortization rate				<u>3.15%</u>				

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Constructed Statement of Operations

Line No.		Estimated Amount	Proforma Adjustments		Proforma Amount	Schedule Reference
1	Operating Revenue		<u>\$ 213,155</u>	(A)	<u>\$ 213,155</u>	
2	Operating Expenses:					
3	O&M expense	\$ 96,880			96,880	D-9
4	Depreciation	67,974			67,974	D-5
5	Amortization of CIAC	(53,550)			(53,550)	D-7
6	Taxes other than income	<u>44,599</u>	<u>9,592</u>	(B)	<u>54,191</u>	D-10
7		<u>155,903</u>	<u>9,592</u>		<u>165,495</u>	
8	Operating Income (loss)	<u>\$ (155,903)</u>	<u>\$ 203,563</u>		<u>\$ 47,660</u>	
9	Rate Base	<u>\$ 464,519</u>			<u>\$ 464,519</u>	D-1
10	Rate of Return	<u>-34.00%</u>			<u>10.26%</u>	A-2
11	Proforma Adjustments:					
12	(A) Total revenue requested to realize a 10.26% rate of return				<u>\$ 213,155</u>	
13	(B) Regulatory assessment fees (RAF's):					
14	Total revenue requested				\$ 213,155	
15	RAF rate				4.50%	
16	Regulatory Assessment Fees				<u>\$ 9,592</u>	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Detail of Proforma O&M Expenses and  
Engineer's Estimate of Plant Operating Expenses

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	601	Salaries & Wages (1)	\$ 25,000
2	610	Purchased Water (Royalties) (1)	36,500
3	615	Purchased Power (1)	4,380
4		Contractual Services:	
5	631	Engineering (1)	2,000
6	632	Outside Accounting - Annual Report, RAF Return, Index Adjustments	
7		& Tax Returns	3,000
8	633	Legal	2,000
9	635	Management Fees (Accounting, Customer Accounts, Billing, Management)	5,000
10	636	Plant Maintenance (1)	6,000
11	641	Rental of Building/Real property (1)	2,000
12	655	Insurance - Property, Casualty & Liability	6,000
13	675	Miscellaneous	<u>5,000</u>
14		Total estimated O&M expense	<u>\$ 96,880</u>

15 (1) Per engineering estimate of Johnson Engineering. Other costs were estimated by  
16 Cronin, Jackson, Nixon, and Wilson, CPA's, based on their experience with costs for  
17 similar sized utilities.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Projected Taxes Other Than Income Taxes

Line No.	Description	Cost	Millage Rate	Projected Tax
1	<u>Tangible Personal Property (excluding Organization)</u>			
2	Total projected cost	\$ 2,126,833		
3	Accumulated depreciation	<u>(66,974)</u>		
4	Estimated taxable value	<u>\$ 2,059,859</u>	2.07230%	\$ 42,686
5	<u>Payroll Taxes</u>			
6	Total Salaries & Wages	<u>\$ 25,000</u>	7.65%	<u>1,913</u>
7	Total Taxes other than income			<u>\$ 44,599</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Raw Water System  
Rate Computation

Line No.		Total	Percent Allocation		Rate Component	
			BFC	Gallorage	BFC	Gallorage
1	Operation & Maintenance (O&M):					
2	Salaries & Wages	25,000	50.00%	50.00%	\$ 12,500	\$ 12,500
3	Purchased Water (Royalties)	36,500		100.00%	-	36,500
4	Purchased Power	4,380		100.00%	-	4,380
5	Contractual Services:					
6	Engineering	2,000	50.00%	50.00%	1,000	1,000
7	Outside Accounting - Annual Report, RAF Return, Index					
8	Adjustments and Tax Returns	3,000	50.00%	50.00%	1,500	1,500
9	Legal	2,000	50.00%	50.00%	1,000	1,000
10	Management Fees (Accounting, Customer Accounts,					
11	Billing, Management)	5,000	50.00%	50.00%	2,500	2,500
12	Plant Maintenance	6,000	50.00%	50.00%	3,000	3,000
13	Rental of Building/Real property	2,000	50.00%	50.00%	1,000	1,000
14	Insurance - Property, Casualty & Liability	6,000	50.00%	50.00%	3,000	3,000
15	Miscellaneous	5,000	50.00%	50.00%	2,500	2,500
16	Total Estimated O&M Expenses	<u>96,880</u>				
17	Depreciation Expense - Net	<u>14,424</u>	100.00%	0.00%	14,424	-
18	<u>Taxes Other than Income:</u>					
19	Real estate & property taxes	42,686		100.00%	-	42,686
20	Payroll Taxes	1,913		100.00%	-	1,913
21	Regulatory Assessment Fees	9,592		100.00%	-	9,592
22		<u>54,191</u>				
23	Operating Income	<u>47,660</u>		100.00%	-	47,660
24	Total revenue requested	<u>\$ 213,155</u>			<u>\$ 42,424</u>	<u>\$ 170,731</u>
25	No. of ERC's				2,000	2,000
26	No of months				<u>12</u>	
27	Annual No. of monthly ERC's				24,000	
28	Average daily demand per ERC (gpd)					<u>250</u>
29	Daily demand per ERC					500,000
30	Days in year					<u>365</u>
31	Estimated annual gallons sold - thousands					<u>182,500</u>
32	Rates - Base Facility Charge / Gallorage Charge per 1,000 Gallons				<u>\$ 1.77</u>	<u>\$ 0.94</u>
33	Monthly base facility charge for .500 MGD (2000 ERC's)				<u>\$ 3,540</u>	
34	Monthly take or pay gallorage charge					<u>\$ 14,296</u>



Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Proforma Rate Base, Rate of Return and Operating Income

Line No.		Schedule Reference	Proforma Balance
1	Utility Plant in Service	E-2	\$ 17,068,016
2	Excess Capacity of Effluent Disposal (2)		\$ (4,714,620)
3	Accumulated Depreciation	E-2	(687,365)
4	Contributions in Aid of Construction (CIAC)	E-7	(9,100,000)
5	Accumulated Amortization of CIAC	E-7	<u>366,730</u>
6			2,932,761
7	Allowance For Working Capital (1)		<u>41,961</u>
8	Proforma Rate Base		<u>\$ 2,974,722</u>
9	Proforma Rate of Return	A-2	<u>10.26%</u>
10	Proforma Operating Income	E-8	<u>\$ 305,207</u>
11	Note (1): Based on 12.5% of O&M expense per Schedule No. E-9.		
12	(2) Effluent disposal will be deep well injection. The well is sized to provide disposal for 2.0 MGD.		
13	and will be constructed when the first contract for .350 MGD of treated bulk water is obtained.		
14	An adjustment is necessary to match disposal capacity of the deepwell to the first increment of		
15	plant capacity to be constructed.		
16	ERC capacity of first .350 MGD of plant @ 250 GPD		<u>1,400</u>
17	ERC capacity of deepwell @ 250 GPD		<u>6,800</u>
18	Percentage used at 80% of Phase I and II capacity		<u>20.59%</u>
19	Percentage not used		<u>79.41%</u>
20	Net cost of deepwell when operating at designed capacity of .350 MGD		<u>\$ 5,937,060</u>
21	Net cost of excess capacity		<u>\$ 4,714,620</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated	PSC	Depreciation	Accumulated	Capacities(2)	
			Original Cost	Rate %	Expense	Depreciation	ERC's	Gallons
1	301	Organization (1)	\$ 40,000	2.50	\$ 1,000	\$ 1,000	1,400	350,000
2	304	Structures & Improvements	1,890,134	3.13	59,161	59,161	1,400	350,000
3	307	Wells	1,314,258	3.33	43,765	43,765	1,400	350,000
4	309	Supply Mains	681,695	2.86	19,496	19,496	1,400	350,000
5	320	Water Treatment Equipment	6,957,492	4.55	316,566	316,566	1,400	350,000
6	339	Other Plant (Effluent Disposal System)	<u>6,184,437</u>	4.00	<u>247,377</u>	<u>247,377</u>	<u>6,800</u>	<u>1,700,000</u>
7		Total	<u>\$ 17,068,016</u>		<u>\$ 687,365</u>	<u>\$ 687,365</u>	<u>-</u>	<u>-</u>

8 Notes:(1) Organization costs are based on 20% of the total estimated legal, accounting and engineering costs incurred to  
9 obtain an original PSC certificate. Such costs have been allocated equally to the five types of service to be provided.

10 (2) Per engineering estimates of Johnson Engineering. Because the bulk potable water plant will not be constructed  
11 until a contract for a firm take or pay demand for 0.350 mgd is reached, the initial rates are based on the total proposed sizing

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Original Certificate Application  
Estimated Cost of Proposed Water Utility Plant in Service  
By Primary Accounts

Line No.	Acct. No.	Plant	Plant Costs Excl. AFUDC	Percent	Permitting / Contingency / Engineering	Total Costs Before AFUDC	Percent	AFUDC	Total Plant Costs
1	304	Structures & Improvements	\$ 1,528,150	11.10%	\$ 183,372	\$ 1,711,522	11.10%	\$ 178,612	\$ 1,890,134
2	307	Wells	1,062,500	7.72%	127,534	1,190,034	7.72%	124,224	1,314,258
3	309	Supply Mains	551,250	4.00%	66,080	617,330	4.00%	64,365	681,695
4	320	Water Treatment Equipment	5,625,000	40.86%	675,007	6,300,007	40.86%	657,485	6,957,492
5	339	Other Plant (Deep Well Disposal System)	5,000,000	36.32%	600,006	5,600,006	36.32%	584,431	6,184,437
6		Total Bulk Raw Water Plant Costs	<u>\$ 13,766,900</u>	<u>100.00%</u>	<u>\$ 1,652,000</u>	<u>\$ 15,418,900</u>	<u>100.00%</u>	<u>\$ 1,609,116</u>	<u>\$ 17,028,016</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Original Certificate Application  
Calculation of AFUDC

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
1	1	\$ 642,454	-	\$ 642,454	\$ 321,227	\$ 2,625	\$ 645,079
2	2	642,454	\$ 645,079	1,287,533	966,306	7,897	1,295,430
3	3	642,454	1,295,430	1,937,884	1,616,657	13,212	1,951,096
4	4	642,454	1,951,096	2,593,550	2,272,323	18,570	2,612,120
5	5	642,454	2,612,120	3,254,574	2,933,347	23,973	3,278,547
6	6	642,454	3,278,547	3,921,001	3,599,774	29,419	3,950,420
7	7	642,454	3,950,420	4,592,874	4,271,647	34,910	4,627,784
8	8	642,454	4,627,784	5,270,238	4,949,011	40,446	5,310,684
9	9	642,454	5,310,684	5,953,138	5,631,911	46,027	5,999,165
10	10	642,454	5,999,165	6,641,619	6,320,392	51,653	6,693,272
11	11	642,454	6,693,272	7,335,726	7,014,499	57,326	7,393,052
12	12	642,454	7,393,052	8,035,506	7,714,279	63,045	8,098,551
13	13	642,454	8,098,551	8,741,005	8,419,778	68,810	8,809,815
14	14	642,454	8,809,815	9,452,269	9,131,042	74,623	9,526,892
15	15	642,454	9,526,892	10,169,346	9,848,119	80,483	10,249,829
16	16	642,454	10,249,829	10,892,283	10,571,056	86,392	10,978,675
17	17	642,454	10,978,675	11,621,129	11,299,902	92,348	11,713,477
18	18	642,454	11,713,477	12,355,931	12,034,704	98,353	12,454,284
19	19	642,454	12,454,284	13,096,738	12,775,511	104,407	13,201,145
20	20	642,454	13,201,145	13,843,599	13,522,372	110,511	13,954,110
21	21	642,455	13,954,110	14,596,565	14,275,338	116,665	14,713,230
22	22	642,455	14,713,230	15,355,685	15,034,458	122,869	15,478,554
23	23	642,455	15,478,554	16,121,009	15,799,782	129,123	16,250,132
24	24	642,455	16,250,132	16,892,587	16,571,360	135,429	17,028,016
25		<u>\$ 15,418,900</u>				<u>\$ 1,609,116</u>	<u>\$ 17,028,016</u>

26 Note: AFUDC is based on the annual rate of return (Schedule No. A-2) discounted to a  
27 monthly rate of 0.8172466%

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Projected Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated Cost	Years to Capacity	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	301	Organization	\$ 40,000	1	2.50	\$ 1,000	\$ 1,000
2	304	Structures & Improvements	\$1,890,134	1	3.13	59,161	59,161
3	307	Wells	1,314,258	1	3.33	43,765	43,765
4	309	Supply Mains	681,695	1	2.86	19,496	19,496
5	320	Water Treatment Equipment	6,957,492	1	4.55	316,566	316,566
6	339	Other Plant (Effluent Disposal System)	<u>6,184,437</u>	1	4.00	<u>247,377</u>	<u>247,377</u>
7		Total	<u>\$ 17,068,016</u>			<u>\$ 687,365</u>	<u>\$ 687,365</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Calculation of Proposed Service Availability Charges, CIAC Level at Build-out and  
Statement Regarding Proposed Service Availability Policy

Line No.	Plant Cost	Plant Capacity (ERC's)	Total Cost per ERC	Proposed Capacity Charge per ERC
1	<u>Calculation of proposed system capacity charge</u>			
2	Depreciable plant cost excluding Organization			
3	\$ 10,843,579	1,400	7,745	\$ 5,700
4	<u>6,184,437</u>	6,800	909	<u>800</u>
5	<u>\$ 17,028,016</u>			<u>\$ 6,500</u>
6	<u>CIAC Level at Build-out</u>			
7	Utility plant in service			\$ 17,068,016
8	Excess capacity of Deep Well Disposal System			\$ (4,714,620)
9	Accumulated depreciation			<u>(687,365)</u>
10	Net Plant			<u>11,666,031</u>
11	CIAC			9,100,000
12	Accumulated amortization of CIAC			<u>(366,730)</u>
13	Net CIAC			<u>8,733,270</u>
14	Net Investment			<u>\$ 2,932,761</u>
15	Percent CIAC			74.86%
16	Percent Investment			<u>25.14%</u>
17	Total			<u>100.00%</u>
18	<u>Statement Regarding Proposed Service Availability Policy</u>			
19	The Company proposes a service availability policy based on a system capacity charge and bulk meter			
20	contribution which will generally conform to the guidelines of Rule 25-30.580 when a contract is made for			
21	.350 MGD bulk service. No estimates for the cost of a bulk meter are available at this time, but the impact			
22	on the CIAC level would be immaterial.			

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
CIAC , Accumulated Amortization of CIAC and Annual Amortization

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Annual Amortization
1	1	System Capacity Charge - plant	<u>1,400</u>	<u>\$ 6,500</u>	<u>\$ 9,100,000</u>	<u>4.03%</u>	<u>1.0</u>	<u>\$ 366,730</u>	<u>\$ 366,730</u>
2	Note (1): The composite amortization rate is calculated as follows:								
3		Total depreciation expense			\$ 687,365				
4		Less depreciation expense - Organization			<u>(1,000)</u>				
5		System depreciation expense			<u>\$ 686,365</u>				
6		Total depreciable plant excluding organization			<u>\$ 17,028,016</u>				
7		Composite capacity charge amortization rate				<u>4.03%</u>			

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Constructed Statement of Operations

Line No.		Estimated Amount	Proforma Adjustments	Proforma Amount	Schedule Reference
1	Operating Revenue		\$ 1,067,859	(A) \$ 1,067,859	
2	Operating Expenses:				
3	O&M expense	\$ 335,689		335,689	E-9
4	Depreciation	687,365	(196,442)	490,923	E-5
5	Amortization of CIAC	(366,730)		(366,730)	E-7
6	Taxes other than income	352,418	(49,647)	(B) 302,771	E-10
7		<u>1,008,742</u>	<u>(246,089)</u>	<u>762,653</u>	
8	Operating Income (loss)	<u>\$ (1,008,742)</u>	<u>\$ 1,313,949</u>	<u>\$ 305,207</u>	
9	Rate Base	<u>\$ 2,974,722</u>		<u>\$ 2,974,722</u>	E-1
10	Rate of Return	<u>-33.91%</u>		<u>10.26%</u>	A-2
11	Proforma Adjustments:				
12	(A) Total revenue requested to realize a 10.26% rate of return			<u>\$ 1,067,859</u>	
13	(B) <u>Regulatory assessment fees (RAF's):</u>				
14	Total revenue requested			\$ 1,067,859	
15	RAF rate			<u>4.50%</u>	
16	Regulatory Assessment Fees			<u>48,054</u>	
17	<u>Property Taxes</u>				
18	Net taxable value of excess effluent disposal system per Schedule F-1			\$ 5,937,060	
19	Excess capacity percentage of effluent disposal system per Schedule F-1			<u>79.41%</u>	
20				(4,714,620)	
21	Millage rate			<u>2.0723%</u>	
22	Reduction in property tax for excess effluent disposal capacity			<u>(97,701)</u>	
23	Total Taxes Other than Income adjustment			<u>\$ (49,647)</u>	
24	(C) <u>Depreciation</u>				
25	Excess capacity percentage of effluent disposal system per Schedule F-1			<u>79.41%</u>	
26	Annual depreciation of effluent disposal system per Schedule F-5, Acct 380			<u>\$ (247,377)</u>	
27	Annual Depreciation expense adjustment			<u>\$ (196,442)</u>	



Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Detail of Proforma O&M Expenses and  
Engineer's Estimate of Plant Operating Expenses

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	601	Salaries & Wages (1)	\$ 180,000
2	610	Purchased Water (Royalties) (1)	36,500
3	615	Purchased Power (1)	13,000
4	618	Chemicals (1)	15,000
5		Contractual Services:	
6	631	Engineering (1)	8,000
7	632	Outside Accounting - Annual Report, RAF Return, Index Adjustments	
8		& Tax Returns	4,000
9	633	Legal	2,000
10	634	Testing (1)	15,000
11	635	Management Fees (Accounting, Customer Accounts, Billing, Management)	5,000
12	636	Plant Maintenance (1)	13,000
13	641	Rental of Building/Real property (1)	29,189
14	655	Insurance - Property, Casualty & Liability	10,000
15	675	Miscellaneous	<u>5,000</u>
16		Total estimated O&M expense	<u>\$ 335,689</u>
17		(1) Per engineering estimate of Johnson Engineering. Other costs were estimated by	
18		Cronin, Jackson, Nixon, and Wilson, CPA's, based on their experience with costs for	
19		similar sized utilities.	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Projected Taxes Other Than Income Taxes

Line No.	Description	Cost	Millage Rate	Projected Tax
1	<u>Tangible Personal Property (Excluding Organization)</u>			
2	Total projected cost	\$ 17,028,016		
3	Accumulated depreciation	<u>(686,365)</u>		
4	Estimated taxable value	<u>\$ 16,341,651</u>	2.07230%	\$ 338,648
5	<u>Payroll Taxes</u>			
6	Total Salaries & Wages	<u>\$ 180,000</u>	7.65%	<u>13,770</u>
7	Total Taxes other than income			<u>\$ 352,418</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Bulk Treated Water Costs  
Rate Computation

Line No.		Total	Percent Allocation		Rate Component	
			BFC	Gallorage	BFC	Gallorage
1	Operation & Maintenance (O&M):					
2	Salaries & Wages	\$ 180,000	50.00%	50.00%	\$ 90,000	\$ 90,000
3	Purchased Water (Royalties)	36,500		100.00%	-	36,500
4	Purchased Power	13,000	50.00%	50.00%	6,500	6,500
5	Chemicals	15,000	50.00%	50.00%	7,500	7,500
6	Contractual Services:					
7	Engineering	8,000	50.00%	50.00%	4,000	4,000
8	Outside Accounting - Annual Report, RAF Return, Index					
9	Adjustments & Tax Returns	4,000	50.00%	50.00%	2,000	2,000
10	Legal	2,000	50.00%	50.00%	1,000	1,000
11	Testing	15,000	50.00%	50.00%	7,500	7,500
12	Management Fees (Accounting, Customer Accounts,					
13	Billing, Management)	5,000	50.00%	50.00%	2,500	2,500
14	Plant Maintenance	13,000	50.00%	50.00%	6,500	6,500
15	Rental of Building/Real property	29,189	50.00%	50.00%	14,595	14,595
16	Insurance - Property, Casualty & Liability	10,000	50.00%	50.00%	5,000	5,000
17	Miscellaneous	5,000	50.00%	50.00%	2,500	2,500
18	Total Estimated O&M Expenses	<u>335,689</u>				
19	Depreciation Expense - Net	<u>124,193</u>	50.00%	50.00%	62,097	62,097
20	<u>Taxes Other than Income:</u>					
21	Real estate & property taxes	240,947	50.00%	50.00%	120,473	120,473
22	Payroll Taxes	13,770	50.00%	50.00%	6,885	6,885
23	Regulatory Assessment Fees	<u>48,054</u>	50.00%	50.00%	24,027	24,027
24		<u>302,771</u>				
25	Operating Income	<u>305,207</u>	0.00%	100.00%	-	305,207
26	Total revenue requested	<u>\$ 1,067,859</u>			<u>\$ 363,076</u>	<u>\$ 704,783</u>
27	No. of ERC's				1,400	1,400
28	No of months				<u>12</u>	
29	Annual No. of monthly ERC's				16,800	
30	Average daily demand per ERC (gpd)					<u>250</u>
31	Daily demand per ERC					350,000
32	Days in year					<u>365</u>
33	Estimated annual gallons sold - thousands					<u>127,750</u>
34	Rates - Base Facility Charge / Gallorage Charge per 1,000 Gallons				<u>\$ 21.61</u>	<u>\$ 5.52</u>
35	Monthly base facility charge for .350 MGD (1400 ERC's)				<u>\$ 30,254</u>	
36	Monthly take or pay gallorage charge					<u>\$ 58,765</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Proforma Rate Base, Rate of Return and Operating Income  
When Operating at the Designed Capacity of (Phases I and II)

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Proforma Balance</u>
1	Utility Plant in Service	F-2	\$ 39,932,983
2	Excess Capacity of Effluent Disposal (2)		(1,505,771)
3	Accumulated Depreciation	F-2	(13,819,639)
4	Contributions in Aid of Construction (CIAC)	F-7	(27,554,979)
5	Accumulated Amortization of CIAC	F-7	<u>7,394,828</u>
6			4,447,421
7	Allowance For Working Capital (1)		<u>47,570</u>
8	Proforma Rate Base		<u>\$ 4,494,991</u>
9	Proforma Rate of Return	A-2	<u>10.26%</u>
10	Proforma Operating Income	F-8	<u>\$ 461,186</u>
11	Notes: (1) Based on 12.5% of O&M expense per Schedule No. F-9.		
12	(2) Effluent disposal will be deep well injection. The well is sized to provide disposal for all three		
13	Phases of development with a build-out capacity of 923,076 GPD (average daily flow basis) and will		
14	be constructed in Phase I. Since proposed rates are based on the capacity of plant for Phases I		
15	and II, an adjustment is necessary to match disposal capacity of the deepwell to the plant capacity		
16	of the first two phases.		
17	ERC capacity of Phases I and II	<u>2,462</u>	
18	Divide by total capacity (1.307692 mgd / 250 gpd)	<u>5,231</u>	
19	Percentage used at capacity of Phase I and II	<u>47.07%</u>	
20	Percentage not used	<u>52.93%</u>	
21	Net cost of deepwell at operating capacity of Phases I and II	<u>\$ 2,844,835</u>	
22	Net excess capacity	<u>\$ 1,505,771</u>	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense  
When Operating at the Designed Capacity (Phases I and II)

Line No.	NARUC Acct. No.	Description	Estimated	PSC	Depreciation	Accumulated	Capacities (2), (3)	
			Original Cost	Depreciation Rate %	Expense	Depreciation	ERC's	Gallons
1	351	Organization (1)	\$ 40,000	2.50	\$ 1,000	\$ 13,500	2,462	615,385
2	354	Structures & Improvements	7,475,487	3.13	233,983	2,569,564	2,462	615,385
3	360	Collection Sewers-Force	2,961,653	3.33	98,623	834,593	2,462	615,385
4	361	Collection Sewers-Gravity	17,456,252	2.22	387,530	4,373,540	2,462	615,385
7	370	Lift Stations	5,815,168	4.00	232,607	2,688,854	2,462	615,385
9	380	Treatment & Disposal Equipment (Deep Well)	6,184,423	4.00	247,378	3,339,588	5,231	1,307,692
10		Total	\$ 39,932,983		\$ 1,201,121	\$ 13,819,639	2,462	615,385

11 Notes:(1) Organization costs are based on 20% of the total estimated legal, accounting and engineering costs incurred to  
12 obtain an original PSC certificate. Such costs have been allocated equally to the five types of service to be provided.

13 (2) Capacities are based on Table 9-1 per the engineering report of Johnson Engineering.

14 (3) Total capacity of Phases I and II (Average Daily Flow). Initial rates are being based on total average daily flow of  
15 Phases I & II since Phase II plant will be in operation five years after completion of the Phase I. This approach will result in  
16 economies of scale in the initial rates and charges proposed by the Utility.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Original Certificate Application  
Estimated Cost of Proposed Wastewater Utility Plant in Service Phases I & II  
By Primary Accounts

Line No.	Description	Plant Costs Excl. AFUDC	Contingency (25%) / Engineering & Permitting (12%)	Total Costs Before AFUDC	Phase 1		Phase 2		Total Plant Costs
					Percent	AFUDC	Percent	AFUDC	
1	Structures & Improvements - Ph 1 (Treatment Plt)	\$ 2,400,000	\$ 960,000	\$ 3,360,000	29.81%	\$ 350,607	\$ -	\$ -	\$ 3,710,607
2	Structures & Improvements - Ph 2 (Treatment Plt)	2,560,000	1,024,000	3,584,000	-	-	72.11%	180,881	3,764,881
3	Collection Sewers-Force (1)	1,393,592	557,437	1,951,029	-	-	-	-	1,951,029
4	Lift Stations (Master Pump Stations) - Ph 1	1,650,000	660,000	2,310,000	20.50%	241,108	-	-	2,551,108
5	Lift Stations (Master Pump Stations) - Ph 2	990,000	396,000	1,386,000	-	-	27.89%	69,959	1,455,959
6	Treatment & Disposal Equipment (Deepwell)	4,000,000	1,600,000	5,600,000	49.69%	584,423	-	-	6,184,423
7	Total Utility Plant Cost	<u>\$ 12,993,592</u>	<u>\$ 5,197,437</u>	<u>\$ 18,191,029</u>	<u>100.00%</u>	<u>\$ 1,176,138</u>	<u>100.00%</u>	<u>\$ 250,840</u>	<u>\$ 19,618,007</u>

8 Note (1): Due to the nature and timing of construction of the off-site Force Mains, such costs are excluded from the calculation of AFUDC.

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Original Certificate Application  
Calculation of AFUDC Excluding Contributed Property & Off-Site Force Mains

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
1	1	\$ 469,583		\$ 469,583	\$ 234,792	\$ 1,919	\$ 471,502
2	2	469,583	\$ 471,502	941,085	706,294	5,772	946,857
3	3	469,583	946,857	1,416,440	1,181,649	9,657	1,426,097
4	4	469,583	1,426,097	1,895,680	1,660,889	13,574	1,909,254
5	5	469,583	1,909,254	2,378,837	2,144,046	17,522	2,396,359
6	6	469,583	2,396,359	2,865,942	2,631,151	21,503	2,887,445
7	7	469,583	2,887,445	3,357,028	3,122,237	25,516	3,382,544
8	8	469,583	3,382,544	3,852,127	3,617,336	29,563	3,881,690
9	9	469,583	3,881,690	4,351,273	4,116,482	33,642	4,384,915
10	10	469,583	4,384,915	4,854,498	4,619,707	37,754	4,892,252
11	11	469,583	4,892,252	5,361,835	5,127,044	41,901	5,403,736
12	12	469,583	5,403,736	5,873,319	5,638,528	46,081	5,919,400
13	13	469,583	5,919,400	6,388,983	6,154,192	50,295	6,439,278
14	14	469,583	6,439,278	6,908,861	6,674,070	54,544	6,963,405
15	15	469,583	6,963,405	7,432,988	7,198,197	58,827	7,491,815
16	16	469,583	7,491,815	7,961,398	7,726,607	63,145	8,024,543
17	17	469,584	8,024,543	8,494,127	8,259,335	67,499	8,561,626
18	18	469,584	8,561,626	9,031,210	8,796,418	71,888	9,103,098
19	19	469,584	9,103,098	9,572,682	9,337,890	76,314	9,648,996
20	20	469,584	9,648,996	10,118,580	9,883,788	80,775	10,199,355
21	21	469,584	10,199,355	10,668,939	10,434,147	85,273	10,754,212
22	22	469,584	10,754,212	11,223,796	10,989,004	89,807	11,313,603
23	23	469,584	11,313,603	11,783,187	11,548,395	94,379	11,877,566
24	24	469,584	11,877,566	12,347,150	12,112,358	98,988	12,446,138
25	TOTAL	11,270,000				1,176,138	12,446,138
26	1	414,167		414,167	207,084	1,692	415,859
27	2	414,167	415,859	830,026	622,943	5,091	835,117
28	3	414,167	835,117	1,249,284	1,042,201	8,517	1,257,801
29	4	414,167	1,257,801	1,671,968	1,464,885	11,972	1,683,940
30	5	414,167	1,683,940	2,098,107	1,891,024	15,454	2,113,561
31	6	414,167	2,113,561	2,527,728	2,320,645	18,965	2,546,693
32	7	414,167	2,546,693	2,960,860	2,753,777	22,505	2,983,365
33	8	414,167	2,983,365	3,397,532	3,190,449	26,074	3,423,606
34	9	414,166	3,423,606	3,837,772	3,630,689	29,672	3,867,444
35	10	414,166	3,867,444	4,281,610	4,074,527	33,299	4,314,909
36	11	414,166	4,314,909	4,729,075	4,521,992	36,956	4,766,031
37	12	414,166	4,766,031	5,180,197	4,973,114	40,643	5,220,840
38		4,970,000				250,840	5,220,840
39		\$ 16,240,000				\$ 1,426,978	\$ 17,666,978

40 Note: AFUDC is based on the annual rate of return (Schedule No. A-2) discounted to a  
41 monthly rate of 0.8172466%

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Projected Accumulated Depreciation and Expense  
When Operating at the Designed Capacity of Phases I and II

Line No.	NARUC Acct. No.	Description	Estimated Cost	Years to Capacity	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	351	Organization	\$ 40,000	14	2.50	\$ 13,500	\$ 1,000
2	354	Structures & Improvements - Ph 1 (Treatment Plt)	3,710,607	14	3.13	1,567,917	116,142
3	354	Structures & Improvements - Ph 2 (Treatment Plt)	3,764,881	9	3.13	1,001,647	117,841
4	360	Collection Sewers-Force - Year 1	139,359	14	3.33	62,649	4,641
5	360	Collection Sewers-Force - Year 2	139,359	13	3.33	58,008	4,641
6	360	Collection Sewers-Force - Year 3	139,359	12	3.33	53,368	4,641
7	360	Collection Sewers-Force - Year 4	139,359	11	3.33	48,727	4,641
8	360	Collection Sewers-Force - Year 5	139,359	10	3.33	44,086	4,641
9	360	Collection Sewers-Force - Year 6	139,359	9	3.33	39,446	4,641
10	360	Collection Sewers-Force - Year 7	139,359	8	3.33	34,805	4,641
11	360	Collection Sewers-Force - Year 8	139,359	7	3.33	30,164	4,641
12	360	Collection Sewers-Force - Year 9	139,359	6	3.33	25,524	4,641
13	360	Collection Sewers-Force - Year 10	139,359	5	3.33	20,883	4,641
14	360	Collection Sewers-Force - Year 11	139,359	4	3.33	16,242	4,641
15	360	Collection Sewers-Force - Year 12	139,360	3	3.33	11,602	4,641
16	360	Collection Sewers-Force - Year 13	139,360	2	3.33	6,961	4,641
17	360	Collection Sewers-Force - Year 14	139,360	1	3.33	2,320	4,641
18	360	Contributed Collection Sewers-Force - Year 1	464,063	14	3.33	208,620	15,453
19	360	Contributed Collection Sewers-Force - Year 2	103,125	13	3.33	42,926	3,434
20	360	Contributed Collection Sewers-Force - Year 3	103,124	12	3.33	39,491	3,434
21	360	Contributed Collection Sewers-Force - Year 4	103,125	11	3.33	36,058	3,434
22	360	Contributed Collection Sewers-Force - Year 5	51,563	10	3.33	16,312	1,717
23	360	Contributed Collection Sewers-Force - Year 6	51,562	9	3.33	14,595	1,717
24	360	Contributed Collection Sewers-Force - Year 7	25,781	8	3.33	6,439	859
25	360	Contributed Collection Sewers-Force - Year 8	25,781	7	3.33	5,580	859
26	360	Contributed Collection Sewers-Force - Year 9	25,780	6	3.33	4,722	858
27	360	Contributed Collection Sewers-Force - Year 10	15,469	5	3.33	2,318	515
28	360	Contributed Collection Sewers-Force - Year 11	10,313	4	3.33	1,202	343
29	360	Contributed Collection Sewers-Force - Year 12	10,312	3	3.33	858	343
30	360	Contributed Collection Sewers-Force - Year 13	10,313	2	3.33	515	343
31	360	Contributed Collection Sewers-Force - Year 14	10,313	1	3.33	172	343
32	361	Contributed Collection Sewers-Gravity - Year 1	8,015,625	14	2.22	2,402,283	177,947
33	361	Contributed Collection Sewers-Gravity - Year 2	1,781,250	13	2.22	494,297	39,544
34	361	Contributed Collection Sewers-Gravity - Year 3	1,781,250	12	2.22	454,753	39,544
31	361	Contributed Collection Sewers-Gravity - Year 4	1,781,250	11	2.22	415,209	39,544
32	361	Contributed Collection Sewers-Gravity - Year 5	890,625	10	2.22	187,833	19,772
33	361	Contributed Collection Sewers-Gravity - Year 6	890,625	9	2.22	168,061	19,772
34	361	Contributed Collection Sewers-Gravity - Year 7	445,313	8	2.22	74,145	9,886
35	361	Contributed Collection Sewers-Gravity - Year 8	445,313	7	2.22	64,259	9,886
36	361	Contributed Collection Sewers-Gravity - Year 9	445,313	6	2.22	54,373	9,886
37	361	Contributed Collection Sewers-Gravity - Year 10	267,188	5	2.22	26,692	5,932
38	361	Contributed Collection Sewers-Gravity - Year 11	178,125	4	2.22	13,840	3,954
39	361	Contributed Collection Sewers-Gravity - Year 12	178,125	3	2.22	9,886	3,954
40	361	Contributed Collection Sewers-Gravity - Year 13	178,125	2	2.22	5,932	3,954
41	361	Contributed Collection Sewers-Gravity - Year 14	178,125	1	2.22	1,977	3,954
42	370	Lift Stations (Master Pump Stations) Ph 1	2,551,108	14	4.00	1,377,598	102,044
43	370	Lift Stations (Master Pump Stations) Ph 2	1,455,959	9	4.00	495,026	58,238
44	370	Contributed Lift Stations - Year 1	830,250	14	4.00	448,335	33,210
45	370	Contributed Lift Stations - Year 2	184,500	13	4.00	92,250	7,380
46	370	Contributed Lift Stations - Year 3	184,500	12	4.00	84,870	7,380
47	370	Contributed Lift Stations - Year 4	184,500	11	4.00	77,490	7,380
48	370	Contributed Lift Stations - Year 5	92,250	10	4.00	35,055	3,690
49	370	Contributed Lift Stations - Year 6	92,250	9	4.00	31,365	3,690
50	370	Contributed Lift Stations - Year 7	46,125	8	4.00	13,838	1,845
51	370	Contributed Lift Stations - Year 8	46,125	7	4.00	11,993	1,845
52	370	Contributed Lift Stations - Year 9	46,125	6	4.00	10,148	1,845
53	370	Contributed Lift Stations - Year 10	27,675	5	4.00	4,982	1,107
54	370	Contributed Lift Stations - Year 11	18,450	4	4.00	2,583	738
55	370	Contributed Lift Stations - Year 12	18,450	3	4.00	1,845	738
56	370	Contributed Lift Stations - Year 13	18,450	2	4.00	1,107	738
57	370	Contributed Lift Stations - Year 14	18,450	1	4.00	369	738
58	380	Treatment & Disposal Equipment (Deep well)	6,184,423	14	4.00	3,339,588	247,377
59		Total	\$ 39,932,983			\$ 13,819,639	\$ 1,201,121



Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Calculation of Proposed Service Availability Charges, CIAC Level at Build-out of Phases 1 and II  
and Statement Regarding Proposed Service Availability Policy

Line No.	<u>Plant Cost</u>	<u>Plant Capacity (ERC's)</u>	<u>Total Cost per ERC</u>	<u>Proposed Capacity Charge per ERC</u>
1	<u>Calculation of proposed system capacity charge</u>			
2				
3	\$ 13,433,584	2,462	5,456	\$ 1,800
4	<u>6,184,423</u>	<u>5,231</u>	<u>1,182</u>	<u>800</u>
5	<u>\$ 19,618,007</u>		<u>\$ 6,639</u>	<u>\$ 2,600</u>
6	<u>CIAC Level at Build-out</u>			
7				\$ 39,932,983
8				(1,505,771)
9				<u>(13,819,639)</u>
10				24,607,573
11				<u>27,554,979</u>
12				(7,394,828)
13				<u>20,160,151</u>
14				\$ 4,447,421
15				81.93%
16				<u>18.07%</u>
17				<u>100.00%</u>
17	<u>Statement Regarding Proposed Service Availability Policy</u>			
18	The Company proposes a service availability policy based on a plant capacity charge as well as developer			
19	contribution of the on-site transmission and distribution mains. This policy is designed to generally comply with			
20	the CIAC Guideline Levels in Rule 25-30.580.			

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
CIAC , Accumulated Amortization of CIAC and Annual Amortization  
When Operating at the Designed Capacity of Phases I and II

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Accumulated Amortization	Annual Amortization
1	1	System Capacity Charge - plant	200	\$ 2,600	\$ 520,000	3.60%	13.5	\$ 252,720	
2		Contributed On-site Property			9,309,938	2.43%	13.5	3,054,125	
3	2	System Capacity Charge - plant	200	2,600	520,000	3.60%	12.5	234,000	
4		Contributed On-site Property		-	2,068,875	2.43%	12.5	628,421	
5	3	System Capacity Charge - plant	200	2,600	520,000	3.60%	11.5	215,280	
6		Contributed On-site Property		-	2,068,875	2.43%	11.5	578,147	
7	4	System Capacity Charge - plant	200	2,600	520,000	3.60%	10.5	196,560	
8		Contributed On-site Property		-	2,068,875	2.43%	10.5	527,873	
9	5	System Capacity Charge - plant	200	2,600	520,000	3.60%	9.5	177,840	
10		Contributed On-site Property		-	1,034,438	2.43%	9.5	238,800	
11	6	System Capacity Charge - plant	200	2,600	520,000	3.60%	8.5	159,120	
12		Contributed On-site Property		-	1,034,438	2.43%	8.5	213,663	
13	7	System Capacity Charge - plant	200	2,600	520,000	3.60%	7.5	140,400	
14		Contributed On-site Property		-	517,219	2.43%	7.5	94,263	
15	8	System Capacity Charge - plant	200	2,600	520,000	3.60%	6.5	121,680	
16		Contributed On-site Property		-	517,219	2.43%	6.5	81,695	
17	9	System Capacity Charge - plant	200	2,600	520,000	3.60%	5.5	102,960	
18		Contributed On-site Property		-	517,219	2.43%	5.5	69,126	
19	10	System Capacity Charge - plant	200	2,600	520,000	3.60%	4.5	84,240	
20		Contributed On-site Property		-	310,331	2.43%	4.5	33,935	
21	11	System Capacity Charge - plant	200	2,600	520,000	3.60%	3.5	65,520	
22		Contributed On-site Property		-	206,888	2.43%	3.5	17,596	
23	12	System Capacity Charge - plant	200	2,600	520,000	3.60%	2.5	46,800	
24		Contributed On-site Property		-	206,888	2.43%	2.5	12,568	
25	13	System Capacity Charge - plant	200	2,600	520,000	3.60%	1.5	28,080	
26		Contributed On-site Property		-	206,888	2.43%	1.5	7,541	
27	14	System Capacity Charge - plant	200	2,600	520,000	3.60%	0.5	9,360	
28		Contributed On-site Property		-	206,888	2.43%	0.5	2,514	
29		<b>Total</b>	<b>2,800</b>		<b>\$ 27,554,979</b>			<b>\$ 7,394,828</b>	<b>\$ 754,760</b>
30	Note (1): The composite amortization rate is calculated as follows:								
31					<u>Capacity</u>			<u>Contributed</u>	
32		Total depreciation expense			\$ 1,201,121		Depreciation-Contributed Force Mains	\$ 33,652	
33		Less: Amortization Organization Costs			(1,000)		Depreciation-Contributed Gravity Mains	387,529	
34		Less depreciation expense - contributed property			(493,505)		Depreciation-Contributed Lift Stations	72,324	
35		System depreciation expense			\$ 706,616		Contributed System depreciation expense	\$ 493,505	
36		Total plant excluding contributed property & Organization			\$ 19,618,007		Total Contributed Plant	\$ 20,274,976	
37		Composite capacity charge amortization rate			3.60%		Composite contributed plant amortization rate	2.43%	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Constructed Statement of Operations  
When Operating at the Designed Capacity of Phases I and II

Line No.		Estimated Amount	Proforma Adjustments	Proforma Amount	Schedule Reference
1	Operating Revenue		\$ 1,755,503 (A)	\$ 1,755,503	
2	Operating Expenses:				
3	O&M expense	\$ 380,556		380,556	F-9
4	Depreciation	1,201,121	(130,937) (C)	1,070,184	F-5
5	Amortization of CIAC	(754,760)		(754,760)	F-7
6	Taxes other than income	550,543	47,794 (B)	598,337	F-10
7		<u>1,377,460</u>	<u>(83,143)</u>	<u>1,294,317</u>	
8	Operating Income (loss)	\$ (1,377,460)	\$ 1,838,646	\$ 461,186	
9	Rate Base	\$ 4,494,991		\$ 4,494,991	F-1
10	Rate of Return	<u>-30.64%</u>		<u>10.26%</u>	A-2
11	Proforma Adjustments:				
12	(A) Total revenue requested to realize a 10.26% rate of return			\$ 1,755,503	
	(B) <u>Taxes Other than Income</u>				
13	<u>Regulatory assessment fees (RAF's):</u>				
14	Total revenue requested			\$ 1,755,503	
15	RAF rate			<u>4.50%</u>	
16	Regulatory Assessment Fees			\$ <u>78,998</u>	
17	<u>Property Taxes</u>				
18	Net taxable value of effluent disposal system per Schedule F-1			\$ 2,844,835	
19	Excess capacity percentage of effluent disposal system per Schedule F-1			<u>52.93%</u>	
20				(1,505,771)	
21	Millage rate			<u>2.0723%</u>	
22	Reduction in property tax for excess effluent disposal capacity			<u>(31,204)</u>	
23	Total Taxes Other than Income adjustment			\$ <u>47,794</u>	
24	(C) <u>Depreciation</u>				
25	Excess capacity percentage of effluent disposal system per Schedule F-1			<u>52.93%</u>	
26	Annual depreciation of effluent disposal system per Schedule F-5, Acct 380			\$ <u>247,377</u>	
27	Annual Depreciation expense adjustment			\$ <u>130,937</u>	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Detail of Proforma O&M Expenses and  
Engineer's Estimate of Plant Operating Expenses  
When Operating at the Designed Capacity of Phases I and II

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	701	Salaries & Wages (1)	\$ 130,000
2	711	Sludge Removal (1)	5,000
3	715	Purchased Power (1)	24,800
4	718	Chemicals (1)	4,000
5		Contractual Services:	
6	731	Engineering (1)	20,000
7	732	Outside Accounting - Annual Report, RAF Return, Index	
8		Adjustments, and Tax Returns	8,000
9	733	Legal	3,000
10	734	Testing (1)	12,000
11	735	Management Fees (Accounting, Customer Accounts,	
12		Billing, Management)	30,000
13	736	Plant Maintenance	20,000
15	741	Rental of Building/Real property (1)	108,756
16	755	Insurance - Property, Casualty & Liability	10,000
17	775	Miscellaneous	<u>5,000</u>
18		Total estimated O&M expense	<u>\$ 380,556</u>
19		(1) Per engineering estimate of Johnson Engineering. Other costs were estimated by	
20		Cronin, Jackson, Nixon, and Wilson, CPA's, based on their experience with costs for	
21		similar sized utilities.	

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Projected Taxes Other Than Income Taxes

Line No.	Description	Cost	Millage Rate	Projected Tax
1	<u>Tangible Personal Property (Excluding Organization)</u>			
2	Total projected cost	\$ 39,892,983		
3	Accumulated depreciation when operating at the			
4	designed capacity of Phases I & II	<u>(13,806,139)</u>		
5	Estimated taxable value	<u>\$ 26,086,844</u>	2.07230%	\$ 540,598
6	<u>Payroll Taxes</u>			
7	Total Salaries & Wages	<u>\$ 130,000</u>	7.65%	<u>9,945</u>
8	Total Taxes other than income			<u>\$ 550,543</u>

Silver Lake Utilities, Inc.  
Original Certificate Application  
Muse Village Wastewater System  
Rate Computation

Line No.	Total	Percent Allocation		Rate Component		
		BFC	Gallorage	BFC	Gallorage	
1	<u>Operation &amp; Maintenance (O&amp;M):</u>					
2	Salaries & Wages	130,000	50.00%	50.00%	65,000	65,000
3	Sludge Removal	5,000	50.00%	50.00%	2,500	2,500
4	Purchased Power	24,800	50.00%	50.00%	12,400	12,400
5	Chemicals	4,000	50.00%	50.00%	2,000	2,000
6	Contractual Services:					
7	Engineering	20,000	50.00%	50.00%	10,000	10,000
8	Outside Accounting - Annual Report, RAF Return, Index					
9	Adjustments & Tax Returns	8,000	50.00%	50.00%	4,000	4,000
10	Legal	3,000	50.00%	50.00%	1,500	1,500
11	Testing	12,000	50.00%	50.00%	6,000	6,000
12	Management Fees (Accounting, Customer Accounts,					
13	Billing, Management)	30,000	50.00%	50.00%	15,000	15,000
14	Plant Maintenance	20,000	50.00%	50.00%	10,000	10,000
16	Rental of Building/Real property	108,756	50.00%	50.00%	54,378	54,378
17	Insurance - Property, Casualty & Liability	10,000	50.00%	50.00%	5,000	5,000
18	Miscellaneous	5,000	50.00%	50.00%	2,500	2,500
19	Total Estimated O&M Expenses	<u>380,556</u>				
20	Depreciation Expense - Net	<u>315,424</u>	50.00%	50.00%	157,712	157,712
21	<u>Taxes Other than Income:</u>					
22	Real estate & property taxes	509,394	50.00%	50.00%	254,697	254,697
23	Payroll Taxes	9,945	50.00%	50.00%	4,973	4,973
24	Regulatory Assessment Fees	78,998	50.00%	50.00%	39,499	39,499
25		<u>598,337</u>				
26	Operating Income	<u>461,186</u>	25.00%	75.00%	<u>115,297</u>	<u>345,890</u>
27	Total revenue requested	<u>\$ 1,755,503</u>			<u>\$ 762,455</u>	<u>\$ 993,048</u>
28	No. of ERC's at build-out level of operation				2,462	2,462
29	No of months				<u>12</u>	
30	Annual No. of monthly ERC's / average daily demand per ERC (gpd)				29,544	<u>250</u>
31	Daily average usage at 250 gpd					615,500
32	Days in year					<u>365</u>
33	Estimated annual gallons sold - thousands					<u>224,658</u>
34	Residential gallons					211,766
35	General Service gallons					<u>12,892</u>
36	Total Gallons					<u>224,658</u>
37	Factored Gallons for rate differential:					
38	Residential @ 80%					169,413
39	General Service @ 94%					<u>12,118</u>
40	Total factored gallons					<u>181,531</u>
41	Rates - Base Facility Charge / Factored gallonage Charge per 1,000 Gallons				<u>\$ 25.81</u>	<u>\$ 5.47</u>
42	Residential gallonage rate @ 80% of factored gallonage rate					<u>\$ 4.38</u>
43	General service gallonage rate @ 94% of factored gallonage rate					<u>\$ 5.14</u>