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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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COMMISSION
CLERK

IN RE: Application of)
MSM UTILITIES, LLC.)
for extension of water and)
wastewater service in)
Charlotte County, Florida.)

Docket No. **070109-WS**

APPLICATION FOR AMENDMENT TO
CERTIFICATES OF AUTHORIZATION

MSM UTILITIES, LLC ("MSM"), by and through its undersigned attorneys, and pursuant to Section 367.045(2), Florida Statutes, and Rule 25-30.036, Florida Administrative Code, files this Application for Amendment of Certificates 611-W and 527-S to extend its service area, and in support thereof states:

1. The exact name of the Company and the address of its principal business office is:

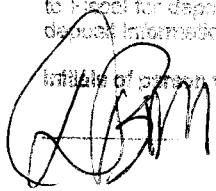
MSM UTILITIES, LLC
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33917
(239) 543-1005

2. The name and address of the person authorized to receive notices and communications in respect to this application is:

*Original Tariffs, MAPs forwarded
to ECR.*

Check received and forwarded
to ECR for deposit. Plans to forward
debut information to ECR.

Title of person who executed check



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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01348 FEB-88

FPSC-COMMISSION CLERK

Robert C. Brannan, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555
(850) 656-4029 fax
rbrannan@rsbattorneys.com

3. To the best of Applicant's knowledge, the provision of water and wastewater service to portions of this property by MSM is consistent with the Charlotte County Comprehensive Plan at the time the application is filed. The portions that are not consistent with Charlotte County's Comprehensive Plan are necessary to add continuity to MSM's service area.

4. A copy of the lease to the water and wastewater plant site is attached hereto as Exhibit "A".

5. A description of the territory proposed to be served, using township, range and section references is attached hereto as Exhibit "B".

6. MSM will initially serve this property with its existing water and wastewater treatment plants. Expansions to the plants will be made as necessary to meet demands.

7. MSM uses percolation ponds as its primary method of effluent disposal. The expanded wastewater treatment plant will utilize a combination of several methods of effluent disposal which may include percolation ponds, drainfields and non-public

access irrigation. The plant size will initially be too small to allow public access reuse under current FDEP rules, but as the plant expands, this type of reuse may also be utilized.

8. Detailed maps showing township, range and section with the proposed territory plotted thereon are attached as Exhibit "C". A full size map will be provided to the appropriate Staff.

9. A detailed map showing existing lines and facilities is attached hereto as Exhibit "D". A full size map will be provided to the appropriate staff.

10. MSM operates its wastewater system pursuant to DER Permit No. FLA014062-004-DWF.

11. MSM has both the financial and technical ability to render reasonably sufficient, adequate and efficient service. MSM has recently been purchased by Sun River Utilities, Inc. ("Sun River"). The Application for Authority to Transfer Majority Organizational Control of MSM Utilities, LLC, and Certificates 611-W and 527-S to Sun River Utilities, Inc., is currently pending under Docket No.: 060820-WS. Sun River is a wholly-owned subsidiary of North Fort Myers Utility, Inc. ("NFMU"). NFMU was first certificated by the Commission in Order No. 8025 in 1977 and has undergone a steady and controlled growth and is now the primary wastewater utility provider in

unincorporated northern Lee County. NFMU has funded this expansion with a combination of debt and equity. NFMU has sufficient cash flow to meet its financial obligations as they become due. In addition, NFMU's parent corporation, Sun River's corporate grandparent, Old Bridge Corporation, will provide for any additional capital needs which may arise as the result of the expanded service area. This Commission on numerous occasions in recent years has confirmed NFMU's financial ability.

With response to its technical ability, Tony Reeves, who handles the day-to-day management of NFMU, will also handle the day-to-day management of MSM. Mr. Reeves has over 30 years experience in the operation and management of water and wastewater utility systems. MSM's regulatory accountants are Cronin, Jackson, Nixon & Wilson, CPAs, and its attorneys are the law firm of Rose, Sundstrom & Bentley, LLP. Both of these entities are the preeminent firms in their respective disciplines in the regulation of water and wastewater utilities.

12. MSM plans to arrange for long-term debt financing for the construction of the water and wastewater expansions necessary to serve the expanded territory and to utilize current capacity fees collected from future customers as an offset to

that debt. The projected impact on the utility's capital structure will be to increase long-term debt, offset by CIAC from capacity fees. However, it is anticipated that there will be no material impact in MSM's capital structure in the short term.

13. The territory to be served will consist of residential, commercial and industrial development. The residential units will consist of single family homes, mobile homes, duplexes and apartments. The commercial and industrial development can be predicted due to the widening of US 17 to a four-lane divided highway.

MSM has received letters from the property owners in the proposed service territory requesting inclusion in the expanded territory. Upon investigation, there are no present known plans for Charlotte County Utilities to provide water and wastewater services to the proposed area.

14. There will be no material impact as MSM's monthly rates or service availability charges in the short term. The addition of these new customers will allow additional economies of scale which will allow MSM to continue to operate under its existing rate structure.

15. Attached as Exhibit "E" to the original Application ~~are the original and two copies of the revised tariff sheets~~ reflecting the additional service area. A copy of the revised tariff sheets is attached to each copy of the Application. The original Certificate was submitted to the Commission in connection with its transfer application in Docket No. 060820-WS and a new Certificate has yet to be returned to MSM.

16. Attached as Exhibit "F" is an affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county or counties in which the system or territory proposed to be served is located;
- (2) the privately owned water utility that holds a certificate granted by the Public Service Commission and that is located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities

located in the bordering counties and holding a
certificate granted by the Commission;

- (4) the regional planning council;
 - (5) the Office of Public Counsel;
 - (6) the Public Service Commission's Director of
Records and Reporting;
 - (7) the appropriate regional office of the Department
of Environmental Protection; and
 - (8) the appropriate water management district;
- Copies of the Notice and a list of entities
noticed shall accompany the affidavit.

17. Attached Exhibit "G" is an affidavit that the notice
of actual application was given in accordance with Rule 25-
30.030, Florida Administrative Code, by regular mail or personal
delivery to each property owner in the proposed territory.

18. Late Filed Exhibit "H" will be an affidavit that the
notice of application was published once a week in a newspaper
of general circulation in the territory in accordance with Rule
25-30.030, Florida Administrative Code. A copy of the proof of
publication will accompany the affidavit.

19. In accordance with Section 367.045(2)(c), Florida Statutes, attached hereto as Exhibit "I" is an Affidavit that MSM has on file with the PSC a tariff and annual reports.

20. MSM's rates and current service availability charges were established by Order No. PSC-06-0684-PAA-WS on August 8, 2006, in Docket No. 050587-WS.

21. The area subject to this extension has the capacity under current zoning to serve between 201 and 500 ERCs, so the appropriate filing fee is \$1,000.00, which is attached.

Respectfully submitted on this
8th day of February, 2007, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

By: 

ROBERT C. BRANNAN

EXHIBIT "A"

COPY OF LEASE TO THE WATER AND WASTEWATER PLANT SITE

file

★ #209
OLMSTED
& WILSON

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 37 38 39 40 41 42 43 44 45 46 47 48 49 50

FILE 1088804 OR BK 02307 PG 0391 RECD 09/18/2003 03:36:01 PM BARBARA T. SCOTT, CLERK, CHARLOTTE CO
REC 55.50 INDEX 3.00

99-YEAR LEASE AGREEMENT
FOR
WATER AND WASTEWATER TREATMENT FACILITIES

This 99-Year Lease for water and wastewater treatment facilities (the "Lease") is made and entered into between Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust (the "Lessor") and Rivers Edge Utilities, LLC (the Lessee), dated as of the 2nd day of August, 2003.

RECITALS

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

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

IMAGED
MC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTY OF PERFORMANCE

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

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

WITNESSES:
[Signature]
[Signature]

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

By: [Signature]
As its: [Signature]

Date of Execution: 8/28/03

BY: Janice Fader Trustee
JANICE FADER, TRUSTEE

Rivers Edge Utilities, LLC

WITNESSES:
[Signature]
[Signature]

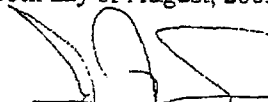
By: Janice Fader
As its: Member/Manager

Date of Execution: 9/2/03

STATE OF FLORIDA
COUNTY OF CHARLOTTE

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

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



Notary Public




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

STATE OF FLORIDA
COUNTY OF CHARLOTTE

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

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



Notary Public



Ida Jaye Spencer
Commission # DD 025250
Expires June 25, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

4
9 or 10/11/04
This instrument prepared
David E. Olmsted
Olmsted & Wilson, P.A.
17801 Murdock Circle, Suite A
Port Charlotte, FL 33948



201

209

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease, made as of the 15th day of December, 2004, by and between ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, successor to ZOLA M. MacLACHLAN and MARYLU FITZPATRICK, Trustees of the ZOLA M. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, and ZOLA MacLACHLAN and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, ("Assignor") and WATERFRONT HOMES OF CHARLOTTE, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Land Contract, as Amended, whereby Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title, and interest in and to a certain parcel of real estate located in Charlotte County, Florida ("the Premises"), as the same is more fully described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, a portion of said Premises is subject to a 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated September 5, 2003, (the "Lease"), said Lease having been recorded in Official Records Book 2307, Page 331, of the Public Records of Charlotte County, Florida; and,

WHEREAS, Assignor is the Lessor in said Lease, and wishes to assign its rights and obligations as Lessor to Assignee; and,

WHEREAS, simultaneously with the execution of this Assignment, the Lessee in said Lease, RIVERS EDGE UTILITIES, LLC, is assigning its interest to MSM UTILITIES, LLC, and the execution of this Agreement by Assignor and Assignee constitutes their consent to said assignment.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as Lessor in and to the Lease subject to all encumbrances and restrictions effecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of Lessee under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.


BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02605
PGS 1199-1205 (7 Pg(s))
FILE NUMBER 1310707
RECORDED 12/22/2004 04:46:19 PM
RECORDING FEES 61.00
INDEX FEES 4.00

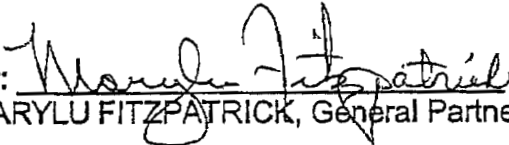
IMAGED IN MURDOCK

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

Signed in the presence of:

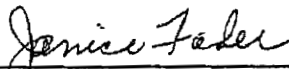
ZOLA'S FAMILY TRUST, L.P., a
Pennsylvania limited partnership


Witness: David E. Olmsted

By: 
MARYLU FITZPATRICK, General Partner


Witness: Diane M. Ricciardi

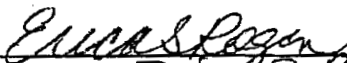

Witness: David E. Olmsted


JANICE FADER, Successor Trustee of
the ERNEST E. MacLACHLAN TRUST
dated 8/9/1994

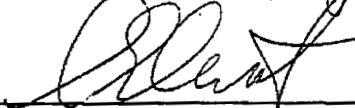

Witness: Diane M. Ricciardi

Signed in the presence of:

WATERFRONT HOMES OF
CHARLOTTE, LLC., A Florida
limited liability company

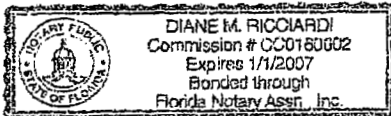

Witness: Erica S. Rogan


By: 
BEN J. MALTESE, Managing Partner


Witness: David E. Olmsted

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of December, 2004, by MARYLU FITZPATRICK, as General Partner of ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, who is personally known to me, or who produced _____ as identification.

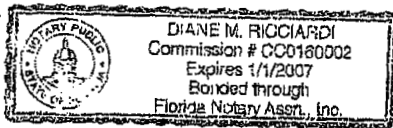




Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of Dec, 2004, by JANICE FADER, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or who produced _____ as identification.





Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of December, 2004, by BEN J. MALTESE, Managing Partner of WATERFRONT HOMES OF CHARLOTTE, LLC., a Florida limited liability company, who is personally known to me, or who produced _____ as identification.



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



Notary Public
My Commission Expires:

Signed in the presence of:

[Signature]
Witness: Shane C. Thompson

Zola MacLachlan
ZOLA MacLACHLAN, Successor
Trustee of the ERNEST E. MacLACHLAN
TRUST dated 8/9/1994

[Signature]
Witness: Lynette R. Malloy

STATE OF PENNSYLVANIA
COUNTY OF WASHINGTON

The foregoing was acknowledged before me this 13th day of December, 2004, by ZOLA MacLACHLAN, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or ~~who produced~~ as identification.



Dona C. Hamilton
Notary Public
My Commission Expires:
Notary Seal September 25, 2005

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dona C. Hamilton, Notary Public
North Franklin Twp., Washington County
My Commission Expires Sept. 25, 2005
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070972-000100-6).

AND

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070973-000000-6).

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch, and all of government Lot 5, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion platted as Hunter Creek Village Phase I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (I.D. Nos. 0070873-000500-2, 00708893-001000-1, and 0070893-001500-6).

LESS AND EXCEPT:

All that tract or parcel of land lying in Government Lot 5, Section 11, and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'00" East, 657.38 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right-of-way line of the Florida Power and Light Company easement; thence North 85°35'12" West along the Northerly right-of-way line of Florida Power and Light Company, 980 feet to an iron pin and the Point of Beginning; thence continue North 85°35'12" West along said right-of-way line 353.00 feet, plus or minus, to its point of intersection with the mean high water line of Hunter Creek Village Phase I; thence in a Northeasterly direction following the meanderings of the mean high water line of Hunter Creek Village Phase I, 485.0 feet, plus or minus, to its point of intersection with a line running North 4°24'43" East, from the Point of Beginning; thence South 4°24'43" West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in O.R. Book 372, Page 403, Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

Tract B, and that portion of Lake Quail, all as shown on the plat of HUNTER CREEK VILLAGE PHASE I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (Tax I.D. Nos. 0086591-000380-4 and 0086591-000384-0).

AND

Tract 3 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 03°04'30" East, 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East, 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000100-4).

AND

Tract 4 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1203.04 feet for a Point a Beginning; thence continue North 03°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000000-5).

AND

The South 30 feet of Lot 18, and the North 30 feet of Lot 19, PINEHURST SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida (Tax I.D. No. 0090841-000500-9).

AND

Tract 11 – Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North 0°16'35" East, 1315.21 feet for a Point of Beginning; thence continue North 0°16'35" East, 438.40 feet; thence

South 88°25'30" East, 511.21 feet; thence South 0°16'35" West, 438.40 feet; thence North 88°35'30" West, 511.21 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070967-000000-4).

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070981-000500-1),

LESS AND EXCEPT the right-of-way for a public highway along the East side of said land, and

LESS AND EXCEPT the right-of-way for a public road along the north line of said land, and

LESS AND EXCEPT the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said section 13, North 88°26'45" West, 45.15 feet to the westerly maintained right-of-way line of State Road 35 (U.S. 17) for a Point of Beginning; thence along said westerly maintained right-of-way line South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet to said North boundary of Section 13; thence along said North boundary South 88°26'45" East, 8.00 feet to the Point of Beginning.

TOGETHER WITH access over the public right-of-way as shown on the plat of Hunter Creek Village, Phase I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, as originally established by instruments recorded in O.R. Book 551, Page 1357, O.R. Book 551, Page 1359, O.R. Book 568, Page 1347, O.R. Book 612, Page 1945, and O.R. Book 626, Page 1414, all of the Public Records of Charlotte County, Florida.

1244 - #12
OLMSTED

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease, made as of the 15th day of Nov, 2004, by and between RIVERS EDGE UTILITIES, LLC, a Florida limited liability company ("Assignor"), and MSM UTILITIES, LLC, a Florida limited liability company ("Assignee").


WHEREAS, Assignor operates a Water and Wastewater Treatment Facility, which facility is located on certain real property subject to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated September 5, 2003, (the "Lease"), said Lease having been recorded in Official Records Book 2307, Page 331, of the Public Records of Charlotte County, Florida, and in which Lease Assignor is the Lessee; and

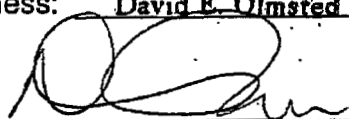
WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the rights and obligations of Lessee under said Lease, and the Lessor of said Lease has consented to the assignment.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as Lessee in and to the Lease subject to all encumbrances and restrictions affecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of Lessee under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.

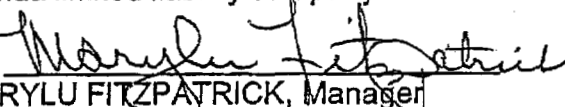
IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

Signed in the presence of:


Witness: David E. Olmsted


Witness: Diane M. Ricciardi

RIVERS EDGE UTILITIES, LLC., a
Florida limited liability company

By: 
MARYLU FITZPATRICK, Manager

By: 
JANICE FADER, Manager

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02605
PGS 1206-1210 (5 Pg(s))
FILE NUMBER 1310708
RECORDED 12/22/2004 04:46:19 PM
RECORDING FEES 44.00

IMAGED IN MURDOCK

Signed in the presence of:

MSM UTILITIES, LLC., a
Florida limited liability company

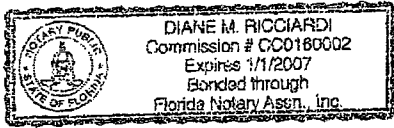
Eric Rogan
Witness: Eric Rogan

By: *B. J. Maltese*
BEN J. MALTESE, Managing Partner

David E. Olmsted
Witness: David E. Olmsted

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of December,
2004, by MARYLU FITZPATRICK and JANICE FADER, as Managers of RIVERS EDGE
UTILITIES, LLC., a Florida limited liability company, who are personally known to me, or
who produced _____ as identification.



[Signature]
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of December,
2004, by BEN J. MALTESE, Managing Partner of MSM UTILITIES, LLC., a Florida limited
liability company, who is personally known to me, or who produced
_____ as identification.

[Signature]
Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
David E. Olmsted
Olmsted & Wilson, P.A.
17801 Murdock Circle, Suite A
Port Charlotte, FL 33948



David E. Olmsted
MY COMMISSION # DD839966 EXPIRES
August 23, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070972-000100-6).

AND

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070973-000000-6).

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch, and all of government Lot 5, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion platted as Hunter Creek Village Phase I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (I.D. Nos. 0070873-000500-2, 00708893-001000-1, and 0070893-001500-6).

LESS AND EXCEPT:

All that tract or parcel of land lying in Government Lot 5, Section 11, and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'00" East, 657.38 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right-of-way line of the Florida Power and Light Company easement; thence North 85°35'12" West along the Northerly right-of-way line of Florida Power and Light Company, 980 feet to an iron pin and the Point of Beginning; thence continue North 85°35'12" West along said right-of-way line 353.00 feet, plus or minus, to its point of intersection with the mean high water line of Hunter Creek Village Phase I; thence in a Northeasterly direction following the meanderings of the mean high water line of Hunter Creek Village Phase I, 485.0 feet, plus or minus, to its point of intersection with a line running North 4°24'43" East, from the Point of Beginning; thence South 4°24'43" West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in O.R. Book 372, Page 403, Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

Tract B, and that portion of Lake Quail, all as shown on the plat of HUNTER CREEK VILLAGE PHASE I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (Tax I.D. Nos. 0086591-000380-4 and 0086591-000384-0).

AND

Tract 3 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 03°04'30" East, 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East, 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000100-4).

AND

Tract 4 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1203.04 feet for a Point a Beginning; thence continue North 03°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000000-5).

AND

The South 30 feet of Lot 18, and the North 30 feet of Lot 19, PINEHURST SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida (Tax I.D. No. 0090841-000500-9).

AND

Tract 11 – Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North 0°16'35" East, 1315.21 feet for a Point of Beginning; thence continue North 0°16'35" East, 438.40 feet; thence

South 88°25'30" East, 511.21 feet; thence South 0°16'35" West, 438.40 feet; thence North 88°35'30" West, 511.21 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070967-000000-4).

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070981-000500-1),

LESS AND EXCEPT the right-of-way for a public highway along the East side of said land, and

LESS AND EXCEPT the right-of-way for a public road along the north line of said land, and

LESS AND EXCEPT the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said section 13, North 88°26'45" West, 45.15 feet to the westerly maintained right-of-way line of State Road 35 (U.S. 17) for a Point of Beginning; thence along said westerly maintained right-of-way line South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet to said North boundary of Section 13; thence along said North boundary South 88°26'45" East, 8.00 feet to the Point of Beginning.

TOGETHER WITH access over the public right-of-way as shown on the plat of Hunter Creek Village, Phase I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, as originally established by instruments recorded in O.R. Book 551, Page 1357, O.R. Book 551, Page 1359, O.R. Book 568, Page 1347, O.R. Book 612, Page 1945, and O.R. Book 626, Page 1414, all of the Public Records of Charlotte County, Florida.

EXHIBIT "B"

DESCRIPTION OF THE TERRITORY PROPOSED TO BE SERVED

EXHIBIT "B"

Legal description of territory proposed to be added:

A portion of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Commence at the Southeast corner of said Section 13: Thence South 87 degrees 21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the point of beginning; thence continue South 87 degrees 21'06" West a distance of 646.51 feet; thence North 01 degrees 58'09" West a distance of 2383.80 feet; thence north 88 degrees 27'53" East a distance of 337.71 feet; thence North 01 degrees 32'01" West a distance of 277.75 feet; thence north 30 degrees 58'39" West a distance of 125.00 feet; thence 69 degrees 19'18" West a distance of 312.50 feet; thence North 01 degrees 32'07" West a distance of 80.00 feet; thence South 88 Degrees 27'53" West a distance of 22.82 feet; thence North 01 degrees 32'07" West a distance of 330.00 feet; thence North 02 degrees 46'04" West a distance of 1700.17 feet; thence North 88 degrees 23'07" East a distance of 329.07 feet; thence North 02 degrees 47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88 degrees 20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02 degrees 47'57" East along said right-of-way a distance of 2006.62 feet; thence South 88 degrees 18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11.333.16 feet and a central angle of 03 degrees 02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11.585.16 feet and a central angle of 04 degrees 34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 23.40 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 36.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 300.00 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 10.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 1439.06 feet to the point of beginning.

Containing 62.16 acres more or less.

And

Section 4, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

All of Section 5, Township 40 South, Range 24 East, Charlotte County, Florida. Less and except that portion of the West $\frac{1}{2}$ of said Section 5 conveyed to Schwartz Charlotte Properties, LLC, a Florida limited liability company by Warranty Deed dated April 3, 2001, and recorded in O.R. Book 1880, pages 633 through 636, inclusive, of the public records of Charlotte County, Florida, and less and except the parcel of property commonly referred to as the Zemel right-of-way property.

Together with

Government Lot No. 2 in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 40 South, Range 24 East, Charlotte County, Florida less and except lands described in Official Records Book 1880, pages 633 through 636, public records of Charlotte County, Florida.

Together with

The Northeast $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less the South 815.85 feet.

Together with

The South $\frac{1}{2}$ and the Northeast $\frac{1}{4}$ of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida, which parcel includes all of said section 8 less and except the portion thereof conveyed to Schwartz Charlotte Properties, LLC, a Florida limited liability company, by Warranty Deed dated April 3, 2001, and recorded in O.R. Book 1880, pages 633 through 636, inclusive, of the public records of Charlotte County, Florida.

Also, less and except that portion of the above-described parcel lying west of the Zemel property (old abandoned 100 foot railroad right-of-way) and less and except the said right-of-way.

Together with

All of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less and except the Northeast $\frac{1}{4}$ of said Section 9.

Plus

The South 815.85 feet of the N.E. $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

The West $\frac{1}{2}$ of Section 10, Township 40 South, Range 24 East,
Charlotte County, Florida.

Together with

The Southerly 150 Feet of Sections 7 and 8, Township 40 South,
Range 24 East, Charlotte County, Florida, less the above-
referenced Zemel property.

And

A parcel of land lying in Sections 5, 6, 7 and 8, Township 40
South, Range 24 East, Charlotte County, Florida, described as
follows:

Begin at the NW corner of said Sec. 6; thence S 89°43'07" E,
along N line of said Sec. 6, 1786.20 ft. to Point of Beginning;
thence S 01°06'38" W along Ely line of Ann H. Ryals property as
described in O.R. Book 1435, Pages 1513 and 1514, of the Public
Records of Charlotte County, Florida, 1287.30 ft.; thence S
73°2T33" E along said Ely line, 919.56 ft.; thence S 00°41'16"
E along said Ely line, 1116.55 ft. to SE corner of said Ryals
property; thence N 89°41'03" W along S line of said Ryals
property, 2475.81 ft. to E right-of-way line of State Road 35
(U.S. Highway 17) as monumented; thence S 00°26'53" W along
said E right-of-way line, 1844.49 ft. to N line of William E.
Roe property as described in O.R. Book 855, Page 1941, Public
Records of Charlotte County, Florida; thence 89°45'11" E along
said N line, 1883.20 ft. to NE corner of said Roe property;
thence 00°31'12" W along E line of said Roe property, 118.50 ft.
to SE corner of said Roe property; thence N 89°45'11" W along S
line of said Roe property, 1585.05 ft. to E right-of-way of
State Road 35 (U.S. Highway 17) as monumented; thence S
00°20'17" W along said E right-of-way line, 670.37 ft. to a
point on the S line of said Sec. 6; thence 89°49'39"W along
said S line and on said right-of-way line of State Road 35
(U.S. Highway 17), 298.00 ft.; thence S 00°20'17" W along said
E right-of-way line, 677.88 ft.; thence S 00°24'44" W along
said E right-of-way line, 652.61 ft. to N line of Raymond Smith
property as described in O.R. Book 963, Pages 2090 and 2091,
Public Records of Charlotte County, Florida; thence S 89°32'33"
E along N line of said Smith property as monumented by ABS &
Associated, Inc., Registered Land Surveyors, 1138.93 ft. to a W
iron rod set by said registered surveyors for the NE corner of
Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1,
Page 44, Public Records of Charlotte County, Florida; thence S
00°27'48" W along E line of said Smith property and also E line
of said Lot 11, 1326.85 ft. to a $\frac{1}{2}$ ' iron rod set by said
registered surveyors for the SE corner of said Lot 11 in
centerline of Catalpa Avenue; thence S 89°08'19" E along said

centerline of Catalpa Avenue and along S line of the N ¹/₂ of Sec. 7, 4675.89 ft. to the E 1/4 corner of said Sec. 7; thence S 88°40'35" E, along said centerline and along S line of N ¹/₂ of Sec. 8, 3406.06 ft.; thence N 5380.44 ft. to a point on the N line of the S ¹/₈ of Sec. 5; thence N 89°00'36" W along said N line, 2545.405 ft. to a point on the W line of Zemel property (old abandoned 100 ft. wide railroad bed); thence N 07°47'49" W along said W line, 988.17 ft.; thence N 39°33'51" W, 1397.205 ft.; thence N 46°23'45" W, 875.12 ft. to N line of said Sec. 6; thence N 89°43'07" W along said N line, 3372.19 ft. to Point of Beginning. LESS Zemel property (old abandoned 100 foot wide railroad bed) running N'ly from the S line of N ¹/₂ of Sec. 8 to the N line of the S 1/2 of Sec. 5. Also subject to reservations, restrictions and easements of record.

And

The South ¹/₂ of Section 7, Township 40 South, Range 24 East, Charlotte County, Florida Less right-of-way to State Road No. 35 (U.S. Highway No. 17) along West side and less the South 150.00 feet and also less the South 1/8 of Northwest ¹/₄ of Southwest ¹/₄.

Also that part of the Southwest ¹/₄ of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida lying West of Zemel Property (Old abandoned 100 foot wide Rail Road right-of-way) less the South 150.00 feet.

And

A part of Section 6, Township 40 South, Range 24 East described As follows, Begin at the NW corner of Section 6, Township 40 South, Range 24 East, thence S 89°38'49" East along North line of said Section 6. 50 feet to East right-of-way of U.S. 17, thence South 0°30'10" West along said East right-of-way, 50 feet to point of beginning, thence S 89°38'33" S, 1735.61 feet' thence South 1°10'26" West, 1237.08 feet; thence S 73°23'45" East, 919.56 feet; thence S 0°37'28" East, 1116.55 feet; thence N 89°37'15" West, 2626.59 feet to East right-of-way of U.S. 17; thence N 0°30'10" East along said East right-of-way, 2609.46 feet to Point Of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida. **LESS and SUBJECT** to any railroad right-of-way and Florida Power & Light Company easements of record.

Less and
Except

PARCEL, 105

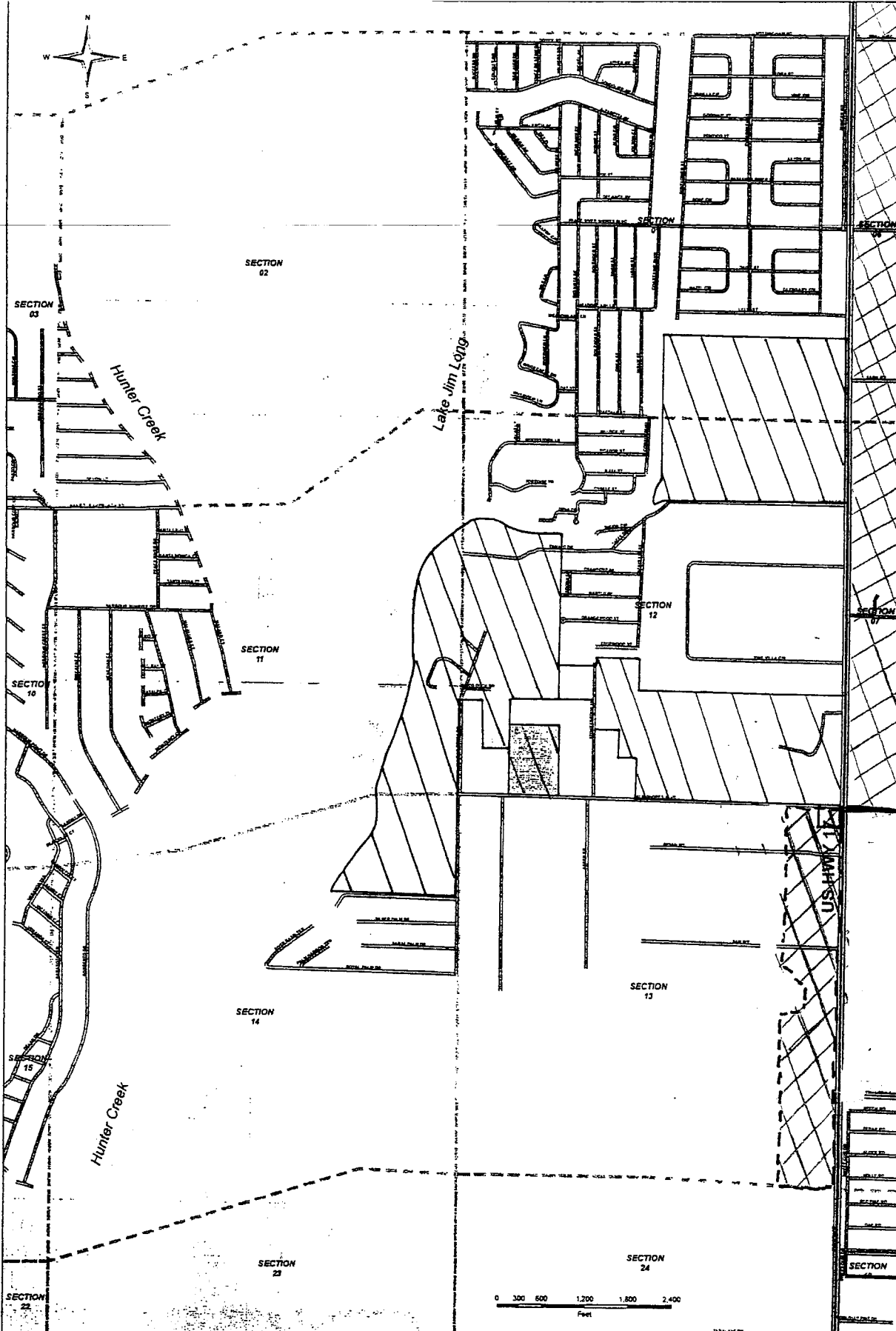
THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, SOUTH 89' 43' 07" EAST, 0.39 FEET TO THE SURVEY BASE LINE OF STATE ROAD 35 (U.S. Highway No. 17); THENCE ALONG SAID SURVEY BASE LINE, SOUTH 00'29'34" WEST, 50.00 FEET; THENCE SOUTH 89'42'41" EAST, 49.85 FEET FOR A POINT OF BEGINNING, SAID POINT LYING ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 35 (U.S. 17) (PER DEED EXCEPTION, OFFICIAL RECORDS BOOK 836, PAGE 595); THENCE CONTINUE SOUTH 89'42'41" EAST, 152.35 FEET; THENCE SOUTH 00°29'34" WEST, 1,533.83 FEET; THENCE SOUTH 00'26'93" WEST, 1,075.70 FEET; THENCE NORTH 59'41'03" WEST, 150.74 FEET TO SAID EASTERLY EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, NORTH 00°21'54" EAST, 13.93 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID EASTERLY EXISTING RIGHT OF WAY LINE, NORTH 00'36'22" EAST, 2,595.52 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"


MAPS OF PROPOSED TERRITORY TO BE SERVED




SEE MAP*
for
PROPERTY ON
EAST SIDE
of
US 17

DATE: 08/25/2005
FILE: sec 1,2,11-14 twnmng 4023.mxd
PROJECT NO: 04362
AERIAL: n/a
SCALE: 1" = 600'

Sections 1, 2 and 11 - 14; Township 40S, Range 23E
Charlotte County, Florida

CURRENT TERRITORY 

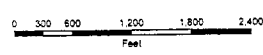
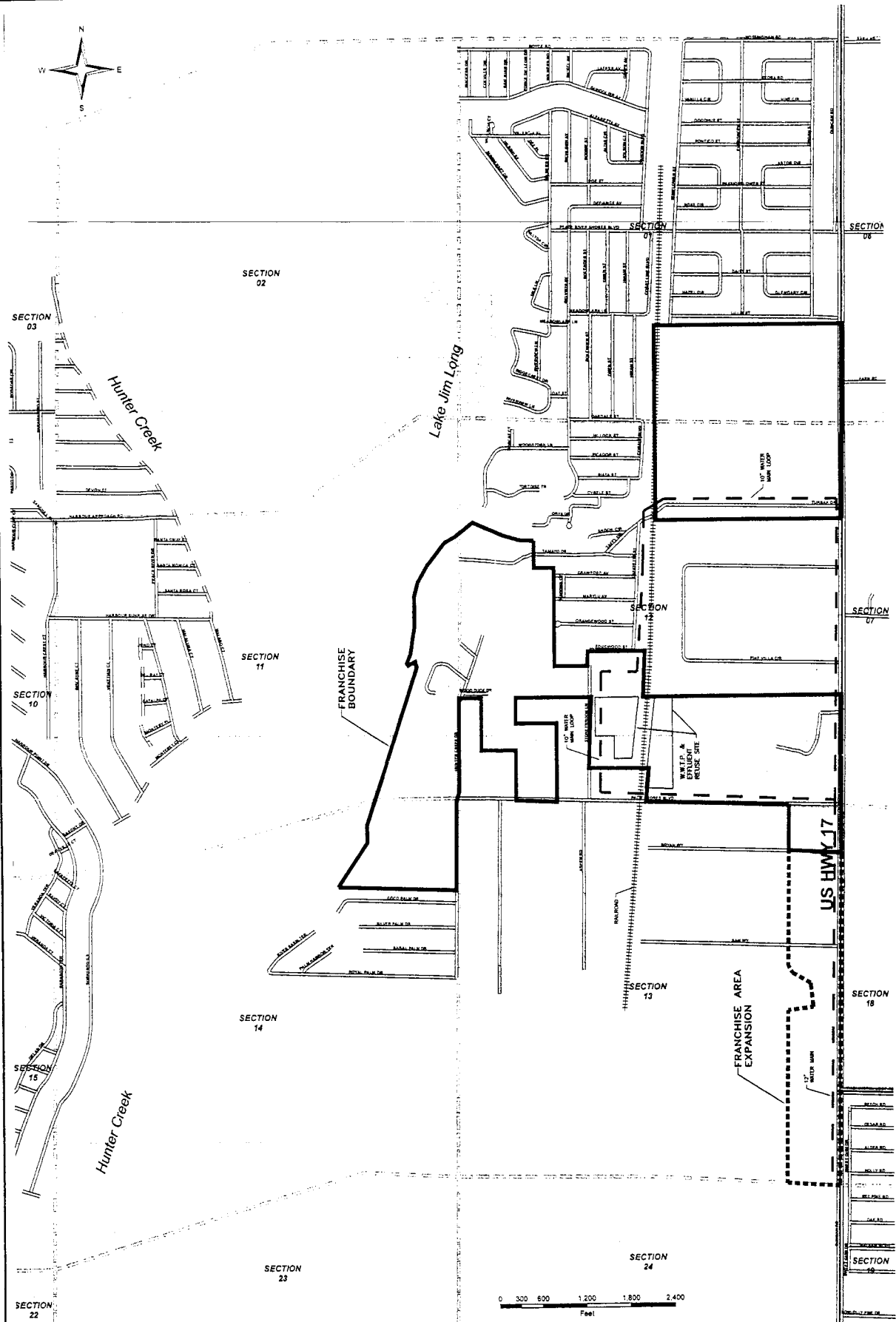
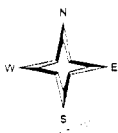
ADDED TERRITORY 


EarthBalance®
2579 North Toledo Blade Blvd.
North Port, FL 34289
Tel (941) 426-7878
Fax (941) 426-8778
www.earthbalance.com

MAP 1

EXHIBIT "D"

MAP OF EXISTING LINES AND FACILITIES



CALL BEFORE YOU DIG!
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1-800-432-4770

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REVISION

NO.	DATE	DESCRIPTION
1	08/15/17	ISSUED FOR PERMIT
2	08/15/17	ISSUED FOR PERMIT
3	08/15/17	ISSUED FOR PERMIT
4	08/15/17	ISSUED FOR PERMIT
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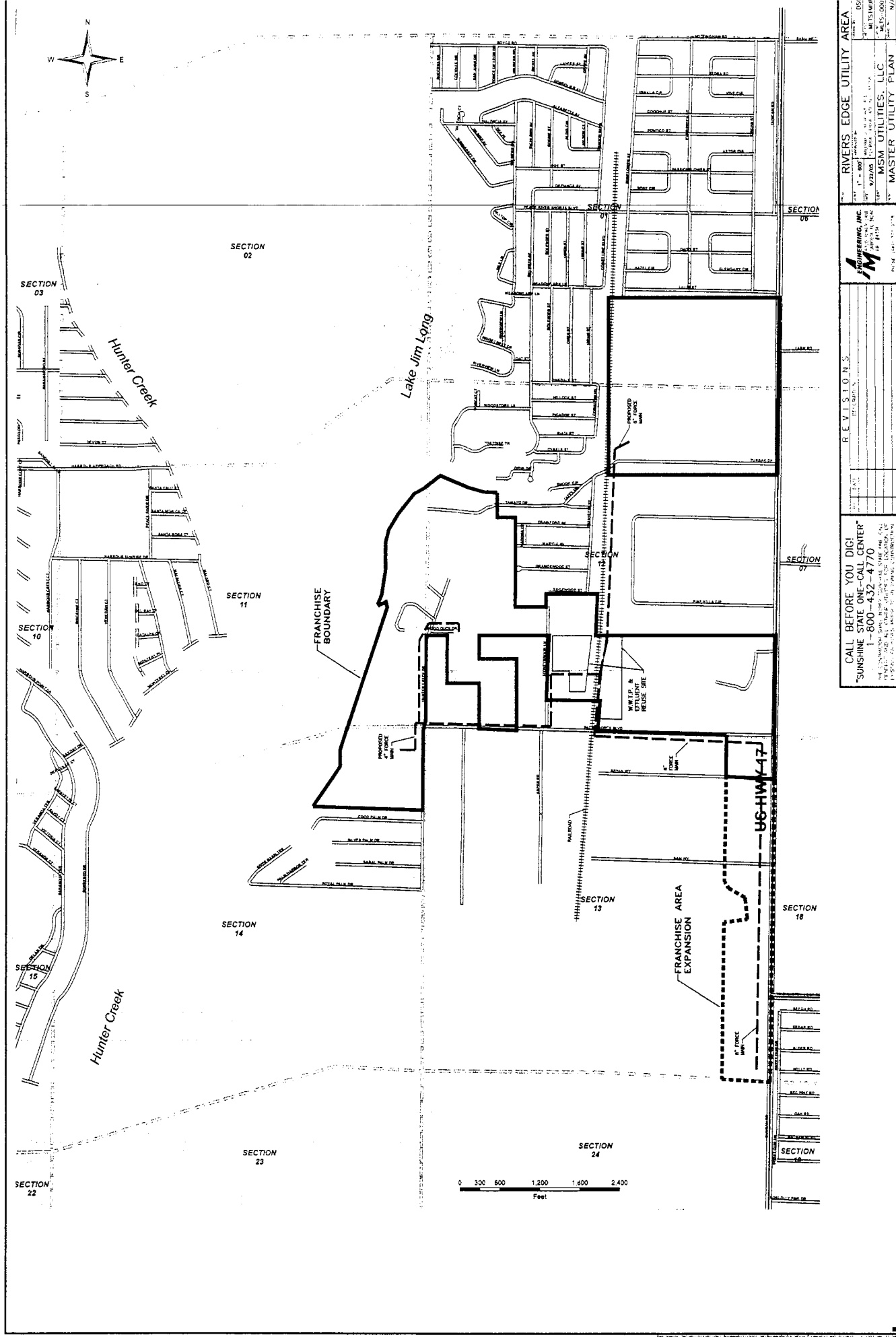
ENGINEERING, INC.
10000 W. UNIVERSITY BLVD., SUITE 100
DADE CITY, FL 34608
TEL: 813-841-1111
FAX: 813-841-1112
WWW.AMENGINEERING.COM

RIVERS EDGE UTILITY AREA

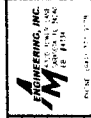
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PROJECT: RIVERS EDGE UTILITY AREA
DRAWN BY: J. SMITH
CHECKED BY: M. JONES
DATE: 8/15/17
SCALE: 1" = 600'
PROJECT: RIVERS EDGE UTILITY AREA
DRAWN BY: J. SMITH
CHECKED BY: M. JONES
DATE: 8/15/17
SCALE: 1" = 600'
PROJECT: RIVERS EDGE UTILITY AREA
DRAWN BY: J. SMITH
CHECKED BY: M. JONES

MSM UTILITIES, LLC
10000 W. UNIVERSITY BLVD., SUITE 100
DADE CITY, FL 34608
TEL: 813-841-1111
FAX: 813-841-1112
WWW.MSMUTILITIES.COM

MASTER UTILITY PLAN



RIVERS EDGE UTILITY AREA	
DATE: 05/11/2009	BY: [Signature]
DATE: 09/22/2005	BY: [Signature]
MSM UTILITIES, LLC	
MASTER UTILITY PLAN	



REVISIONS	
NO.	DESCRIPTION

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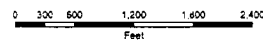


EXHIBIT "E"

ORIGINAL TARIFFS ARE LOCATED IN THE ORIGINAL APPLICATION

*ORIGINAL'S
FORWARDED TO ECR*

WATER TARIFF

MSM UTILITIES, LLC
NAME OF COMPANY

5660 Bayshore Road, Suite 36

North Fort Myers, Florida 33917
(ADDRESS OF COMPANY LOCATION)

(239) 543-1005
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

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Rates and Charges Schedules	11.0
Rules and Regulations	6.0-6.1
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 611-W

COUNTY - CHARLOTTE

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0756-FOF-WS	04/19/99	980731-WS	Original Certificate
PSC-05-0147-PAA-WS	02/07/05	031042-WS	Transfer of Certificate
PSC-06-0129-FOF-WS	02/16/06	050820-WS	Amendment
PSC-06-1064-FOF-WS	12/26/06	060628-WS	Amendment
		060820-WS	Transfer of Majority Organizational Control

(Continued to Sheet No. 3.1)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

The Oaks at Rivers Edge (formerly Hunter Creek Village)

The following described lands located in Charlotte County, Florida:

Per Order No. PSC-99-0756-FOF-WS
Township 40 South, Range 23 East
Section 12

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

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

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

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

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

Township 40 South, Range 23 East
Section 11

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

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

The Oaks at Rivers Edge (formerly Hunter Creek Village)

The following described lands located in Charlotte County, Florida:

Per Order No. PSC-06-0129-FOF-WS
Extension of Service Territory

The North ¼ of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of the Seaboard Coastline Railroad and North of Turbak Road.

A portion of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the South line of said Section 12, a distance of 2577.55 feet, thence North, a distance of 385.34 feet; thence West, a distance of 531.75 feet, thence North, a distance of 897.20 feet thence West, a distance of 511.21 feet, thence North, a distance of 438.40 feet, thence East a distance of 511.21 feet, thence North, a distance of 178.65 feet; thence East, a distance of 606.14 feet, thence South a distance of 600 feet more or less, thence east, a distance of 2860 feet more or less to the East line of said Section 12, thence South along the East line of said Section 12 to the point of beginning.

The South ¼ of Section 1, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Seaboard Coastline Railroad.

The South ¼ of Section 11, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunters Creek.

The North ¼ of Section 14, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunters Creek.

A. A. Reeves
ISSUING OFFICER
Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.2)

The following described lands located in Charlotte County, Florida:

Per Order No. PSC-06-1064-FOF-WS

Extension of Service Territory

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The Northeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$, of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida. Less and except the Right-of-Way for a public highway along the East side of said land, and Less and except the Right-of-Way for a public road along the North line of said land, and Less and except the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said Section 13, North $88^{\circ}26'45''$ West, 45.15 feet, to the Westerly maintained Right-of-Way line of State Road 35 (US 17) for a point of beginning; thence along said Westerly maintained Right-of-Way line, South $00^{\circ}23'35''$ West, 330.28 feet; thence North $88^{\circ}24'16''$ West, 8.00 Feet; thence North $00^{\circ}23'35''$ East, 330.28 feet, to said North boundary of Section 13; thence along said North boundary, South $88^{\circ}26'45''$ East, 8.00 feet, to the point of beginning.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Charlotte	The Oaks at Rivers Edge	RS	13.0 (formerly Hunter Creek Village)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 5.0)

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number: _____	Rule Number: _____
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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

WATER, TARIFF

(Continued from Sheet No. 9.0)

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

<u>AVAILABILITY</u>	-	Available throughout the area served by the Company.																						
<u>APPLICABILITY</u>	-	For water service to all customers for which no other schedule applies.																						
<u>LIMITATIONS</u>	-	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.																						
<u>BILLING PERIOD</u>	-	<u>Monthly</u>																						
<u>RATE</u>		<table border="0"> <tr> <td><u>Meter Size</u></td> <td><u>Base Facility Charge</u></td> </tr> <tr> <td>5/8"x 3/4"</td> <td>\$21.17</td> </tr> <tr> <td>3/4"</td> <td>\$31.76</td> </tr> <tr> <td>1"</td> <td>\$52.93</td> </tr> <tr> <td>1 1/2"</td> <td>\$105.85</td> </tr> <tr> <td>2"</td> <td>\$169.36</td> </tr> <tr> <td>3"</td> <td>\$338.72</td> </tr> <tr> <td>4"</td> <td>\$529.25</td> </tr> <tr> <td>6"</td> <td>\$1,058.50</td> </tr> <tr> <td><u>Gallonage Charge</u></td> <td></td> </tr> <tr> <td>Per 1,000 Gallons</td> <td>\$8.08</td> </tr> </table>	<u>Meter Size</u>	<u>Base Facility Charge</u>	5/8"x 3/4"	\$21.17	3/4"	\$31.76	1"	\$52.93	1 1/2"	\$105.85	2"	\$169.36	3"	\$338.72	4"	\$529.25	6"	\$1,058.50	<u>Gallonage Charge</u>		Per 1,000 Gallons	\$8.08
<u>Meter Size</u>	<u>Base Facility Charge</u>																							
5/8"x 3/4"	\$21.17																							
3/4"	\$31.76																							
1"	\$52.93																							
1 1/2"	\$105.85																							
2"	\$169.36																							
3"	\$338.72																							
4"	\$529.25																							
6"	\$1,058.50																							
<u>Gallonage Charge</u>																								
Per 1,000 Gallons	\$8.08																							
<u>MINIMUM CHARGE</u>	-	Base Facility Charge																						
<u>TERMS OF PAYMENT</u>	-	<u>Bills</u> 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.																						
<u>EFFECTIVE DATE</u>	-	_____																						
<u>TYPE OF FILING</u>	-	Transfer of Majority Organizational Control																						

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$21.17
	3/4"	\$31.76
	1"	\$52.93
	1 1/2"	\$105.85
	2"	\$169.36
	3"	\$338.72
	4"	\$529.25
	6"	\$1,058.50

<u>Gallonage Charge Per 1,000 Gallons</u>	
0 - 7,000 gallons	\$7.38
7,001 - 14,000 gallons	\$9.23
Over 14,000 gallons	\$11.07

MINIMUM CHARGE Base Facility Charge

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

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 Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$113.70	\$90.02
All over 5/8" x 3/4"	<u>2 x Average Bill</u>	<u>2 x Average Bill</u>

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

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

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

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

EFFECTIVE DATE - _____

TYPE OF FILING -

Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

PREMISES VISIT - 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 or when a service representative visits a premises at the customer's request for complaint resolution and the problem is found to be the customer's responsibility.

Schedule of Miscellaneous Service Charges

	<u>Normal Hrs.</u>	<u>After Hrs.</u>
Initial Connection Fee	\$ <u>20.00</u>	<u>N/A</u>
Normal Reconnection Fee	\$ <u>20.00</u>	\$ <u>40.00</u>
Violation Reconnection Fee	\$ <u>20.00</u>	\$ <u>40.00</u>
Premises Visit	\$ <u>20.00</u>	\$ <u>40.00</u>

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	Refer to Service Availability Policy
<u>Back-Flow Preventor Installation Fee</u>	<u>Amount</u> <u>Sheet No./Rule No.</u>
5/8" x 3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$(1)
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service	\$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$(1)
<u>Guaranteed Revenue Charge</u>	
<u>With Prepayment of Service Availability Charges:</u>	
Residential-per ERC/month (__ GPD)	\$
All others-per gallon/month	\$
<u>Without Prepayment of Service Availability Charges:</u>	
Residential-per ERC/month (__ GPD)	\$
All others-per gallon/month	\$
<u>Inspection Fee</u>	\$(1)
<u>Main Extension Charge</u>	
Residential-per ERC (GPD)	\$
All others-per gallon	\$
Or	
Residential-per lot (__ foot frontage)	\$
All others-per front foot	\$
<u>Meter Installation Fee</u>	
5/8" x 3/4"	\$180.00
1"	\$Actual Cost
1 1/2"	\$Actual Cost
2"	\$Actual Cost
Over 2"	\$(1) Actual Cost
<u>Plan review Charge</u>	\$(1)
<u>Plant Capacity Charge</u>	
Residential-per ERC (250 GPD)	\$638.10
All others-per gallon	\$2.55
<u>System Capacity Charge</u>	
Residential-per ERC (__ GPD)	\$
All others-per gallon	\$

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

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER
Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

<u>Description</u>	<u>INDEX OF STANDARD FORMS</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION		N/A
APPLICATION FOR WATER SERVICE		20.0
COPY OF CUSTOMER'S BILL		22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT		See Sheet No. 14.0

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

ORIGINAL SHEET NO. 19.0

MSM UTILITIES, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

See Sheet No. 14.0

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

APPLICATION FOR WATER OR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

_____ City _____ State _____ Zip _____

Service Address _____

_____ City _____ State _____ Zip _____

Date service should _____

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 25-30320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water serviced will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water or wastewater service is supplied by the Company, the Company may require a 24-hour written notice prior to the date the Customer desires to terminate service.

Signature

Date

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

MSM UTILITIES, LLC
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33917

Water and Sewer Bill

Date _____

Name _____

Account Number _____

Current Reading _____

Last Reading _____

Gallons Used (x 1000) _____

Water

Base Rate \$ _____

Usage : _____

Sewer

Base Rate: \$ _____

Usage : _____

Current Balance: _____

Past Due: _____

TOTAL DUE: _____

Billing Period _____ to _____

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

A. A. Reeves
 ISSUING OFFICER

Vice President
 TITLE

MSM UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to the Oaks at Rivers Edge (Formerly Hunter Creek Village). The developer shall install the wastewater collection lines to the boundary of each new lot and the lot owner or the developer shall pay all approved service availability fees for the lots that are developed and must connect to the wastewater system to receive service.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

MSM UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

MSM UTILITIES, LLC
NAME OF COMPANY

5660 Bayshore Road, Suite 36

North Fort Myers, Florida 33917
(ADDRESS OF COMPANY LOCATION)

(239) 543-1005
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

TABLE OF CONTENTS

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 527-S

COUNTY - CHARLOTTE

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0756-FOF-WS	04/19/99	980731-WS	Original Certificate
PSC-05-0147-PAA-WS	02/07/05	031042-WS	Transfer of Certificate
PSC-06-0129-FOF-WS	02/16/06	050820-WS	Amendment
PSC-06-1064-FOF-WS	12/26/06	060628-WS	Amendment
		060820-WS	Transfer of Majority Organizational Control

(Continued to Sheet No. 3.1)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

The Oaks at Rivers Edge (formerly Hunter Creek Village)

The following described lands located in Charlotte County, Florida:

Per Order No. PSC-99-0756-FOF-WS

Township 40 South, Range 23 East

Section 12

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

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

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

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

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

Township 40 South, Range 23 East

Section 11

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

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

(Continued on Sheet 3.2)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC
WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA
The Oaks at Rivers Edge (formerly Hunter Creek Village)

The following described lands located in Charlotte County, Florida:

Per Order No. PSC-06-0129-FOF-WS
Extension of Service Territory

The North $\frac{1}{4}$ of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of the Seaboard Coastline Railroad and North of Turbak Road.

A portion of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the South line of said Section 12, a distance of 2577.55 feet, thence North, a distance of 385.34 feet; thence West, a distance of 531.75 feet, thence North, a distance of 897.20 feet thence West, a distance of 511.21 feet, thence North, a distance of 438.40 feet, thence East a distance of 511.21 feet, thence North, a distance of 178.65 feet; thence East, a distance of 606.14 feet, thence South a distance of 600 feet more or less, thence east, a distance of 2860 feet more or less to the East line of said Section 12, thence South along the East line of said Section 12 to the point of beginning.

The South $\frac{1}{4}$ of Section 1, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Seaboard Coastline Railroad.

The South $\frac{1}{4}$ of Section 11, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunters Creek.

The North $\frac{1}{4}$ of Section 14, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunters Creek.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

The following described lands located in Charlotte County, Florida:

Per Order No. PSC-06-1064-FOF-WS

Extension of Service Territory

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The Northeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$, of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida. Less and except the Right-of-Way for a public highway along the East side of said land, and Less and except the Right-of-Way for a public road along the North line of said land, and Less and except the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said Section 13, North $88^{\circ}26'45''$ West, 45.15 feet, to the Westerly maintained Right-of-Way line of State Road 35 (US 17) for a point of beginning; thence along said Westerly maintained Right-of-Way line, South $00^{\circ}23'35''$ West, 330.28 feet; thence North $88^{\circ}24'16''$ West, 8.00 Feet; thence North $00^{\circ}23'35''$ East, 330.28 feet, to said North boundary of Section 13; thence along said North boundary, South $88^{\circ}26'45''$ East, 8.00 feet, to the point of beginning.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Charlotte	The Oaks at Rivers Edge (Formerly Hunter Creek Village)	RS	13.0

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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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
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Limitation of Use	8.0	9.0
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Refusal or Discontinuance of Service	7.0	5.0

(Continued to Sheet No. 6.1)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number: _____	Rule Number: _____
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
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Unauthorized Connections - Wastewater	10.0	19.0

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

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

(Continued on Sheet No. 8.0)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

(Continued on Sheet No. 10.0)

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

RATE -

Meter Size	
5/8" x 3/4"	\$25.68
3/4"	\$38.52
1"	\$64.20
1 1/2"	\$128.40
2"	\$205.44
3"	\$410.88
4"	\$642.00
6"	\$1,284.00
<u>Gallonge Charge</u>	
Per 1,000 Gallons	\$5.27

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 RILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC
WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATION'S - 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
- | | |
|--|---------|
| All Meter Sizes | \$25.68 |
| Gallonge ChargePer 1,000 gallons
(Maximum 10,000 gallons per month) | \$ 4.39 |
- 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.
- BASE FACILITY CHARGE :Any customer who requests that service be interrupted for any length of time will *pay* the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the *time of* temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.
- EFFECTIVE DATE - _____
- TYPE OF FILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4" All over 5/8" x 3/4"	<u>\$85.70</u> <u>2 x Average Bill</u>	<u>\$101.62</u> <u>2 x Average Bill</u>

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

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

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

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

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

PREMISES VISIT - 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 or when a service representative visits a premises at the customer's request for complaint resolution and the problem is found to be the customer's responsibility.

Schedule of Miscellaneous Service Charges

	<u>Normal Hrs.</u>	<u>After Hrs.</u>
Initial Connection Fee	<u>\$20.00</u>	<u>N/A</u>
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	<u>\$20.00</u>	<u>\$40.00</u>

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

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

Refer to Service Availability Policy	<u>Amount</u>	<u>Sheet No./Rule No.</u>	<u>Sheet No./Rule</u>
		<u>No.</u>	

Description

<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4"	metered service	\$
1"	metered service	\$
1 1/2"	metered service	\$
2"	metered service	\$
Over 2"	metered service	\$(1)

<u>Guaranteed Revenue Charge</u>		
<u>With Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month ()GPD		\$
All others per gallon/month		\$
<u>Without Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month ()GPD		\$
All others-per gallon/month		\$

Inspection Fee \$(1)

<u>Main Extension Charge</u>		
Residential-per ERC ()GPD		\$
All others-per gallon		\$
or		
Residential-per lot () foot frontage		\$
All others per front foot		\$

Plan Review Charge \$(1)

<u>Plant Capacity Charge</u>		
Residential per ERC (200 GPD)		\$1,762.40
All others-per gallon		\$8.81

<u>System Capacity Charge</u>		
Residential-per ERC ()GPD		\$
All others per gallon		\$

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

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer of Majority Organizational Control

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE 19.0

COPY OF CUSTOMER'S BILL 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT 14.0

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

See Sheet No. 14

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

APPLICATION FOR WATER OR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

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 a 24-hour written notice prior to the date the Customer desires to terminate service.

Signature

Date

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC
WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

MSM UTILITIES, LLC
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33917

Water and Sewer Bill

Date: _____

Name: _____

Account Number: _____

Current Reading: _____

Last Reading: _____

Gallons Used: (x1000)

Water

Base Rate:\$ 10.50

Usage:

Sewer

Base Rate:\$ 6.50

Usage:

Current Balance:

Past Due:

TOTAL DUE:

Billing Period _____ to _____

A. A. Reeves
ISSUING OFFICER
Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

Sheet Number

Schedule of Fees and Charges	N/A
Service Availability Policy	22.0

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to the Oaks at Rivers Edge (Formerly Hunter Creek Village). The developer shall install the wastewater collection lines to the boundary of each new lot and the lot owner or the developer shall pay all approved service availability fees for the lots that are developed and must connect to the wastewater system to receive service.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

MSM UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

REVISED EXHIBIT "E"

TARIFF SHEET

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

A portion of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:
Commence at the Southeast corner of said Section 13: Thence South 87 degrees 21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the point of beginning; thence continue South 87 degrees 21'06" West a distance of 646.51 feet; thence North 01 degrees 58'09" West a distance of 2383.80 feet; thence north 88 degrees 27'53" East a distance of 337.71 feet; thence North 01 degrees 32'01" West a distance of 277.75 feet; thence north 30 degrees 58'39" West a distance of 125.00 feet; thence 69 degrees 19'18" West a distance of 312.50 feet; thence North 01 degrees 32'07" West a distance of 80.00 feet; thence South 88 Degrees 27'53" West a distance of 22.82 feet; thence North 01 degrees 32'07" West a distance of 330.00 feet; thence North 02 degrees 46'04" West a distance of 1700.17 feet; thence North 88 degrees 23'07" East a distance of 329.07 feet; thence North 02 degrees 47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88 degrees 20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02 degrees 47'57" East along said right-of-way a distance of 2006.62 feet; thence South 88 degrees 18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11.333.16 feet and a central angle of 03 degrees 02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11.585.16 feet and a central angle of 04 degrees 34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 23.40 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 36.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 300.00 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 10.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 1439.06 feet to the point of beginning.

Containing 62.16 acres more or less.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

Section 4, Township 40 South, Range 24 East, Charlotte County, Florida.
Together with

All of Section 5, Township 40 South, Range 24 East, Charlotte County, Florida. Less and except that portion of the West $\frac{1}{2}$ of said Section 5 conveyed to Schwartz Charlotte Properties, LLC, a Florida limited liability company by Warranty Deed dated April 3, 2001, and recorded in O.R. Book 1880, pages 633 through 636, inclusive, of the public records of Charlotte County, Florida, and less and except the parcel of property commonly referred to as the Zemel right-of-way property.

Together with

Government Lot No. 2 in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 40 South, Range 24 East, Charlotte County, Florida less and except lands described in Official Records Book 1880, pages 633 through 636, public records of Charlotte County, Florida.

Together with

The Northeast $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less the South 815.85 feet.

Together with

The South $\frac{1}{2}$ and the Northeast $\frac{1}{4}$ of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida, which parcel includes all of said section 8 less and except the portion thereof conveyed to Schwartz Charlotte Properties, LLC, a Florida limited liability company, by Warranty Deed dated April 3, 2001, and recorded in O.R. Book 1880, pages 633 through 636, inclusive, of the public records of Charlotte County, Florida.

Also, less and except that portion of the above-described parcel lying west of the Zemel property (old abandoned 100 foot railroad right-of-way) and less and except the said right-of-way.

Together with

All of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less and except the Northeast $\frac{1}{4}$ of said Section 9.

Plus

The South 815.85 feet of the N.E. $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.5)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

The West ½ of Section 10, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

The Southerly 150 Feet of Sections 7 and 8, Township 40 South, Range 24 East, Charlotte County, Florida, less the above-referenced Zemel property.

And

A parcel of land lying in Sections 5, 6, 7 and 8, Township 40 South, Range 24 East, Charlotte County, Florida, described as follows:

Begin at the NW corner of said Sec. 6; thence S 89°43'07" E, along N line of said Sec. 6, 1786.20 ft. to Point of Beginning; thence S 01°06'38" W along Ely line of Ann H. Ryals property as described in O.R. Book 1435, Pages 1513 and 1514, of the Public Records of Charlotte County, Florida, 1287.30 ft.; thence S 73°2'33" E along said Ely line, 919.56 ft.; thence S 00°41'16" E along said Ely line, 1116.55 ft. to SE corner of said Ryals property; thence N 89°41'03" W along S line of said Ryals property, 2475.81 ft. to E right-of-way line of State Road 35 (U.S. Highway 17) as monumented; thence S 00°26'53" W along said E right-of-way line, 1844.49 ft. to N line of William E. Roe property as described in O.R. Book 855, Page 1941, Public Records of Charlotte County, Florida; thence 89°45'11" E along said N line, 1883.20 ft. to NE corner of said Roe property; thence 00°31'12" W along E line of said Roe property, 118.50 ft. to SE corner of said Roe property; thence N 89°45'11" W along S line of said Roe property, 1585.05 ft. to E right-of-way of State Road 35 (U.S. Highway 17) as monumented; thence S 00°20'17" W along said E right-of-way line, 670.37 ft. to a point on the S line of said Sec. 6; thence 89°49'39" W along said S line and on said right-of-way line of State Road 35 (U.S. Highway 17), 298.00 ft.; thence S 00°20'17" W along said E right-of-way line, 677.88 ft.; thence S 00°24'44" W along said E right-of-way line, 652.61 ft. to N line of Raymond Smith property as described in O.R. Book 963, Pages 2090 and 2091, Public Records of Charlotte County, Florida; thence S 89°32'33" E along N line of said Smith property as monumented by ABS & Associated, Inc.,

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.6)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

Registered Land Surveyors, 1138.93 ft. to a W iron rod set by said registered surveyors for the NE corner of Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1, Page 44, Public Records of Charlotte County, Florida; thence S 00°27'48" W along E line of said Smith property and also E line of said Lot 11, 1326.85 ft. to a 1/2' iron rod set by said registered surveyors for the SE corner of said Lot 11 in centerline of Catalpa Avenue; thence S 89°08'19" E along said centerline of Catalpa Avenue and along S line of the N 1/2 of Sec. 7, 4675.89 ft. to the E 1/4 corner of said Sec. 7; thence S 88°40'35" E, along said centerline and along S line of N 1/2 of Sec. 8, 3406.06 ft.; thence N 5380.44 ft. to a point on the N line of the S 1/2 of Sec. 5; thence N 89°00'36" W along said N line, 2545.405 ft. to a point on the W line of Zemel property (old abandoned 100 ft. wide railroad bed); thence N 07°47'49" W along said W line, 988.17 ft.; thence N 39°33'51" W, 1397.205 ft.; thence N 46°23'45" W, 875.12 ft. to N line of said Sec. 6; thence N 89°43'07" W along said N line, 3372.19 ft. to Point of Beginning. LESS Zemel property (old abandoned 100 foot wide railroad bed) running N'ly from the S line of N 1/2 of Sec. 8 to the N line of the S 1/2 of Sec. 5. Also subject to reservations, restrictions and easements of record.

And

The South 1/2 of Section 7, Township 40 South, Range 24 East, Charlotte County, Florida Less right-of-way to State Road No. 35 (U.S. Highway No. 17) along West side and less the South 150.00 feet and also less the South 1/8 of Northwest 1/4 of Southwest 1/4. Also that part of the Southwest 1/4 of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida lying West of Zemel Property (Old abandoned 100 foot wide Rail Road right-of-way) less the South 150.00 feet.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.7)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

A part of Section 6, Township 40 South, Range 24 East described As follows, Begin at the NW corner of Section 6, Township 40 South, Range 24 East, thence S 89°38'49" East along North line of said Section 6. 50 feet to East right-of-way of U.S. 17, thence South 0°30'10" West along said East right-of-way, 50 feet to point of beginning, thence S 89°38'33" S, 1735.61 feet' thence South 1°10'26" West, 1237.08 feet; thence S 73°23'45" East, 919.56 feet; thence S 0°37'28" East, 1116.55 feet; thence N 89°37'15" West, 2626.59 feet to East right-of-way of U.S. 17; thence N 0°30'10" East along said East right-of-way, 2609.46 feet to Point Of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida. **LESS and SUBJECT** to any railroad right-of-way and Florida Power & Light Company easements of record.

Less and Except
PARCEL, 105

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, SOUTH 89' 43' 07" EAST, 0.39 FEET TO THE SURVEY BASE LINE OF STATE ROAD 35 (U.S. Highway No. 17); THENCE ALONG SAID SURVEY BASE LINE, SOUTH 00'29'34" WEST, 50.00 FEET; THENCE SOUTH 89'42'41" EAST, 49.85 FEET FOR A POINT OF BEGINNING, SAID POINT LYING ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF SATE STATE ROAD 35 (U.S. 17) (PER DEED EXCEPTION, OFFICIAL RECORDS BOOK 836, PAGE 595); THENCE CONTINUE SOUTH 89'42'41" EAST, 152.35 FEET; THENCE SOUTH 00°29'34" WEST, 1,533.83 FEET; THENCE SOUTH 00'26'93" WEST, 1,075.70 FEET; THENCE NORTH 59'41'03' WEST, 150.74 FEET TO SAID EASTERLY EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, NORTH 00*21'54" EAST, 13.93 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID EASTERLY EXISTING RIGHT OF WAY LINE, NORTH 00'36'22" EAST, 2,595.52 FEET TO THE POINT OF BEGINNING.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

A portion of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:
Commence at the Southeast corner of said Section 13: Thence South 87 degrees 21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the point of beginning; thence continue South 87 degrees 21'06" West a distance of 646.51 feet; thence North 01 degrees 58'09" West a distance of 2383.80 feet; thence north 88 degrees 27'53" East a distance of 337.71 feet; thence North 01 degrees 32'01" West a distance of 277.75 feet; thence north 30 degrees 58'39" West a distance of 125.00 feet; thence 69 degrees 19'18" West a distance of 312.50 feet; thence North 01 degrees 32'07" West a distance of 80.00 feet; thence South 88 Degrees 27'53" West a distance of 22.82 feet; thence North 01 degrees 32'07" West a distance of 330.00 feet; thence North 02 degrees 46'04" West a distance of 1700.17 feet; thence North 88 degrees 23'07" East a distance of 329.07 feet; thence North 02 degrees 47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88 degrees 20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02 degrees 47'57" East along said right-of-way a distance of 2006.62 feet; thence South 88 degrees 18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11.333.16 feet and a central angle of 03 degrees 02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11.585.16 feet and a central angle of 04 degrees 34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 23.40 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 36.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 300.00 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 10.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 1439.06 feet to the point of beginning.

Containing 62.16 acres more or less.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

Section 4, Township 40 South, Range 24 East, Charlotte County, Florida.
Together with

All of Section 5, Township 40 South, Range 24 East, Charlotte County, Florida. Less and except that portion of the West $\frac{1}{2}$ of said Section 5 conveyed to Schwartz Charlotte Properties, LLC, a Florida limited liability company by Warranty Deed dated April 3, 2001, and recorded in O.R. Book 1880, pages 633 through 636, inclusive, of the public records of Charlotte County, Florida, and less and except the parcel of property commonly referred to as the Zemel right-of-way property.

Together with

Government Lot No. 2 in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 40 South, Range 24 East, Charlotte County, Florida less and except lands described in Official Records Book 1880, pages 633 through 636, public records of Charlotte County, Florida.

Together with

The Northeast $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less the South 815.85 feet.

Together with

The South $\frac{1}{2}$ and the Northeast $\frac{1}{4}$ of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida, which parcel includes all of said section 8 less and except the portion thereof conveyed to Schwartz Charlotte Properties, LLC, a Florida limited liability company, by Warranty Deed dated April 3, 2001, and recorded in O.R. Book 1880, pages 633 through 636, inclusive, of the public records of Charlotte County, Florida.

Also, less and except that portion of the above-described parcel lying west of the Zemel property (old abandoned 100 foot railroad right-of-way) and less and except the said right-of-way.

Together with

All of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less and except the Northeast $\frac{1}{4}$ of said Section 9.

Plus

The South 815.85 feet of the N.E. $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.5)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

The West ½ of Section 10, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

The Southerly 150 Feet of Sections 7 and 8, Township 40 South, Range 24 East, Charlotte County, Florida, less the above-referenced Zemel property.

And

A parcel of land lying in Sections 5, 6, 7 and 8, Township 40 South, Range 24 East, Charlotte County, Florida, described as follows:
Begin at the NW corner of said Sec. 6; thence S 89°43'07" E, along N line of said Sec. 6, 1786.20 ft. to Point of Beginning; thence S 01°06'38" W along Ely line of Ann H. Ryals property as described in O.R. Book 1435, Pages 1513 and 1514, of the Public Records of Charlotte County, Florida, 1287.30 ft.; thence S 73°27'33" E along said Ely line, 919.56 ft.; thence S 00°41'16" E along said Ely line, 1116.55 ft. to SE corner of said Ryals property; thence N 89°41'03" W along S line of said Ryals property, 2475.81 ft. to E right-of-way line of State Road 35 (U.S. Highway 17) as monumented; thence S 00°26'53" W along said E right-of-way line, 1844.49 ft. to N line of William E. Roe property as described in O.R. Book 855, Page 1941, Public Records of Charlotte County, Florida; thence 89°45'11" E along said N line, 1883.20 ft. to NE corner of said Roe property; thence 00°31'12" W along E line of said Roe property, 118.50 ft. to SE corner of said Roe property; thence N 89°45'11" W along S line of said Roe property, 1585.05 ft. to E right-of-way of State Road 35 (U.S. Highway 17) as monumented; thence S 00°20'17" W along said E right-of-way line, 670.37 ft. to a point on the S line of said Sec. 6; thence 89°49'39" W along said S line and on said right-of-way line of State Road 35 (U.S. Highway 17), 298.00 ft.; thence S 00°20'17" W along said E right-of-way line, 677.88 ft.; thence S 00°24'44" W along said E right-of-way line, 652.61 ft. to N line of Raymond Smith property as described in O.R. Book 963, Pages 2090 and 2091, Public Records of Charlotte County, Florida; thence S 89°32'33" E along N line of said Smith property as monumented by ABS & Associated, Inc.,

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.6)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

Registered Land Surveyors, 1138.93 ft. to a W iron rod set by said registered surveyors for the NE corner of Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1, Page 44, Public Records of Charlotte County, Florida; thence S 00°27'48" W along E line of said Smith property and also E line of said Lot 11, 1326.85 ft. to a 1/2' iron rod set by said registered surveyors for the SE corner of said Lot 11 in centerline of Catalpa Avenue; thence S 89°08'19" E along said centerline of Catalpa Avenue and along S line of the N 1/2 of Sec. 7, 4675.89 ft. to the E 1/4 corner of said Sec. 7; thence S 88°40'35" E, along said centerline and along S line of N 1/2 of Sec. 8, 3406.06 ft.; thence N 5380.44 ft. to a point on the N line of the S 1/2 of Sec. 5; thence N 89°00'36" W along said N line, 2545.405 ft. to a point on the W line of Zemel property (old abandoned 100 ft. wide railroad bed); thence N 07°47'49" W along said W line, 988.17 ft.; thence N 39°33'51" W, 1397.205 ft.; thence N 46°23'45" W, 875.12 ft. to N line of said Sec. 6; thence N 89°43'07" W along said N line, 3372.19 ft. to Point of Beginning. LESS Zemel property (old abandoned 100 foot wide railroad bed) running N'ly from the S line of N 1/2 of Sec. 8 to the N line of the S 1/2 of Sec. 5. Also subject to reservations, restrictions and easements of record.

And

The South 1/2 of Section 7, Township 40 South, Range 24 East, Charlotte County, Florida Less right-of-way to State Road No. 35 (U.S. Highway No. 17) along West side and less the South 150.00 feet and also less the South 1/8 of Northwest 1/4 of Southwest 1/4. Also that part of the Southwest 1/4 of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida lying West of Zemel Property (Old abandoned 100 foot wide Rail Road right-of-way) less the South 150.00 feet.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.7)

DESCRIPTION OF TERRITORY SERVED
WATER AND WASTEWATER SERVICE AREA

A part of Section 6, Township 40 South, Range 24 East described As follows, Begin at the NW corner of Section 6, Township 40 South, Range 24 East, thence S 89°38'49" East along North line of said Section 6. 50 feet to East right-of-way of U.S. 17, thence South 0°30'10" West along said East right-of-way, 50 feet to point of beginning, thence S 89°38'33" S, 1735.61 feet' thence South 1°10'26" West, 1237.08 feet; thence S 73°23'45" East, 919.56 feet; thence S 0°37'28" East, 1116.55 feet; thence N 89°37'15" West, 2626.59 feet to East right-of-way of U.S. 17; thence N 0°30'10" East along said East right-of-way, 2609.46 feet to Point Of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida. **LESS and SUBJECT** to any railroad right-of-way and Florida Power & Light Company easements of record.

Less and Except
PARCEL, 105

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, SOUTH 89' 43' 07" EAST, 0.39 FEET TO THE SURVEY BASE LINE OF STATE ROAD 35 (U.S. Highway No. 17); THENCE ALONG SAID SURVEY BASE LINE, SOUTH 00'29'34" WEST, 50.00 FEET; THENCE SOUTH 89'42'41" EAST, 49.85 FEET FOR A POINT OF BEGINNING, SAID POINT LYING ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF SATE STATE ROAD 35 (U.S. 17) (PER DEED EXCEPTION, OFFICIAL RECORDS BOOK 836, PAGE 595); THENCE CONTINUE SOUTH 89'42'41" EAST, 152.35 FEET; THENCE SOUTH 00°29'34" WEST, 1,533.83 FEET; THENCE SOUTH 00'26'93" WEST, 1,075.70 FEET; THENCE NORTH 59'41'03' WEST, 150.74 FEET TO SAID EASTERLY EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, NORTH 00*21'54" EAST, 13.93 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID EASTERLY EXISTING RIGHT OF WAY LINE, NORTH 00'36'22" EAST, 2,595.52 FEET TO THE POINT OF BEGINNING.

A. A. Reeves
ISSUING OFFICER

Vice President
TITLE

EXHIBIT "F"

AFFIDAVIT OF MAILING TO UTILITIES AND GOVERNMENTAL BODIES

AFFIDAVIT OF MAILING

STATE OF FLORIDA _____
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Jacquelyn Tribble, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Robert C. Brannan, attorney for MSM Utilities, LLC and that on February __, 2007, she did send by regular 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.

Jacquelyn Tribble
Jacquelyn Tribble

Sworn to and subscribed before me this 8th day of February, 2007, by Jacquelyn Tribble, who is personally known to me.

Donwyn S. Revell

Print Name
NOTARY PUBLIC
My Commission Expires

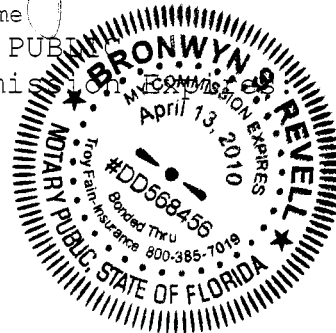


EXHIBIT "F"

EXHIBIT "G"

Affidavit of Property Owners Notice

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being duly sworn on oath, Jacquelyn Tribble, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Robert C. Brannan, attorney for MSM Utilities, LLC and that on February __, 2007, he/she did send by regular U.S. mail, a copy of the notice attached hereto to each of the property owners in the proposed territory.

FURTHER AFFIANT SAYETH NAUGHT.

Jacquelyn Tribble
Jacquelyn Tribble

Sworn to and subscribed before me this ___ day of February, 2007, by Jacquelyn Tribble, who is personally known to me or has produced _____ as identification.

Bronwyn S. Revell
Print Name
NOTARY PUBLIC
My Commission Expires: *April 13, 2010*
#DD568456
Bonded Thru
Fair Insurance 800-385-7019
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "G"

EXHIBIT "H"

WILL BE LATE FILED

(Affidavit of Newspaper Publication)

EXHIBIT "I"

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEON

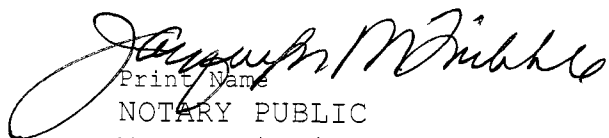
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Robert C. Brannan, who, after being duly sworn on oath, did depose on oath and say that he is the attorney for MSM Utilities, LLC/Sun River Utilities, Inc. and that on January 30, 2007, he did call the Public Service Commission and spoke with Ms. Stephanie Clapp and she confirmed to Robert that MSM Utilities, LLC, had a tariff on file with the Public Service Commission. Mr. Brannan also says that on January 30, 2007, he did search the Public Service Commission's web site and confirmed that MSM Utilities, LLC has filed a current Annual Report.

FURTHER AFFIANT SAYETH NAUGHT



ROBERT C. BRANNAN

Sworn to and subscribed before me this 8th day of February, 2007, by Robert C. Brannan, who is personally known to me.



Print Name

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "I"



Jacquelyn M. Tribble
MY COMMISSION # DD203915 EXPIRES
June 5, 2007
BONDED THRU TROY FAIN INSURANCE INC.