

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Orange Blossom )  
Utilities, Inc. to operate a water and )  
wastewater utility in Sumter County, )  
Florida )

070391-W  
DOCKET NO.

COMMISSION  
CLERK

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APPLICATION FOR ORIGINAL WATER AND WASTEWATER CERTIFICATES

Applicant, Orange Blossom Utilities, Inc., (hereinafter "the Utility", "the Applicant" or "OBU"), by and through its undersigned attorneys, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, files this Application for certificates to operate a water and wastewater utility in Sumter County and in support thereof states:

I.

The Applicant's name and address is:

Orange Blossom Utilities, Inc.  
P.O. Box 217  
Lady Lake, FL 32158

II.

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

F. Marshall Deterding  
Rose, Sundstrom & Bentley, LLP  
2548 Blainstone Pines Drive  
Tallahassee, Florida 32301  
Phone: (850) 877-6555  
Fax: (850) 656-4029

*MAPS FORWARDED TO ECR*

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

III.

Orange Blossom Utilities, Inc., is a Corporation incorporated in Florida on March 19, 2004.

IV.

The names and addresses of the corporate officers, directors, and shareholders of the Applicant are as follows:

Nancy P. Steinmetz                      President 40% (200 shares voting stock)  
P.O. Box 217, Lady Lake, Fl 32158

Jonathan S. Dean                      Vice President 20% (100 shares non-voting)  
200 NE 25th Avenue, #100, Ocala, FL 34470

Neil J. Steinmetz                      Vice President 10% (50 shares non-voting)  
34105 Picciola Road, Fruitland Park, Fl 34731

Stephen A. Steinmetz                      Vice President 10% (50 shares non-voting)  
3816 Lake Griffing Road, Lady Lake, FL 32159

Susan O'Brien                      Secretary/Treasurer 10% (50 shares non-voting)  
3910 Oak Pointe Drive, Lady Lake, Fl 32159

Mark & Sheila Rodriguez                      10% (50 shares non-voting)  
3946 Oak Pointe Drive, Lady Lake, Fl 32159

V.

The Applicant has made an election under Internal Revenue Code Section 1362 to be an S Corporation.

VI.

The Applicant has the financial and technical ability to provide water and wastewater services to the area applied for herein. The Utility has been providing water and wastewater

services to the existing customers within the service territory applied for herein since December of 2005. The Utility has not charged for the provision of such services in order to avoid subjecting itself to the provisions of Chapter 367, Fla. Statutes. In other words, the Utility has functioned since December of 2005 as an exempt utility but not within the definition of a utility under Section 367.011(12), Fla. Statutes. Throughout this time, the Utility has operated and maintained the existing facilities which will now be utilized by the Utility in providing service to the territory applied for herein for compensation once authorization to do so is received from the PSC. The Utility currently employs the services of Protech Water and Wastewater Systems, Inc., a professional operator with 32 years experience in the operation of small water and wastewater systems. That company currently operates approximately 100 sewer systems and 380 water systems in central Florida, and has a staff of 14 licensed operators, with main offices in Ocala, Florida. The Utility will continue to employ operations, maintenance, management, clerical, and technical advisory personnel necessary to ensure continued efficient provision of water and wastewater services to the various customers of the Utility, and to meet the future expanding needs anticipated for water and wastewater services within the proposed territory.

Certification of the Utility by the Commission will allow the Applicant to properly plan for and manage the water resources, water and wastewater utility operations and service for the benefit of all needs within the proposed territory.

#### VII.

There are no other Utilities within the area who are currently able to provide the potable water and wastewater services proposed by the Utility, or who could potentially provide such service. The Utility has reviewed local plants and facilities and considered those in reasonable proximity and found no other existing entity in a position to provide such service. The Utility has inquired of other Utilities near the proposed service area who might have been able to provide service to this territory. However, none of these entities were in a position to provide such services and the Utility therefore constructed its own facilities to provide these services. Copies of correspondence to and from these other entities is attached hereto as **Exhibit "A."**

#### VIII.

The provision of water and wastewater services in the proposed service territory, including use of existing and proposed facilities as outlined in this Application is consistent with the water

and wastewater sections of the local Comprehensive Plans for Sumter County as approved by the Department of Community Affairs.

**IX.**

There is currently a need for both potable water and wastewater services within the service territory applied for herein, which has been supplied with such services by the Utility since December of 2005. Currently this consists of only commercial water and wastewater services.

**X.**

The Utility is currently providing water and wastewater services to those properties at no cost. The Applicant plans to begin providing water and wastewater services for compensation to all customers within its service territory after obtaining certification and rate approval by the Commission. Until such time as the Commission grants certification and approval of appropriate rates and charges, the Applicant may or may not need to begin providing service to additional customers in need of such service pending final approval by the PSC.

**XI.**

Attached hereto as **Exhibit "B"** are two tables. The first of these shows the number of equivalent residential connections proposed to be served in Phase I by meter size and customer class.

**XII.**

The second table included in **Exhibit "B"** is a description of the type of customers that Orange Blossom Utilities, Inc. anticipates providing service to at build out.

**XIII.**

The Utility owns all facilities, lands, and land rights needed by it in order to provide water and wastewater services throughout the territory in a most efficient manner possible. The Utility will expand and acquire additions, facilities, and lands in the Utility's name as and when needed in order to ensure the needs for water and wastewater services are met in accordance with the Utility's obligations under Florida Statutes, Rules of the Commission, the Utility's tariff, and good Utility and water management practices. A copy of the deeds to the real properties in the Utility's name are attached hereto as **Exhibit "C"**. These Deed transfers are final but have not yet been recorded pending PSC approval of this Application.

**XIV.**

Attached hereto as **Exhibit "D"** are the original and two copies of the sample tariff containing all rates, classifications, charges, rules and regulations consistent with Rule 25-9, Florida

Administrative Code, which the Applicant herein intends to utilize in providing water and wastewater services.

**XV.**

Included in **Exhibit "E"** is a description of the territory proposed for inclusion as the Utility's certificated service area using township, range and section references. This is in compliance with Rule 25-30.033(1) and 25-30.030(2), F.A.C.

**XVI.**

Attached hereto as **Exhibit "F"** is a copy of a detailed system map showing the proposed lines, treatment facilities, and territory proposed to be served of sufficient scale and detail to enable correlation with the description of the territory as provided in **Exhibit "E"** hereof.

**XVII.**

Attached hereto as **Exhibit "G"** is a copy of a map showing the township range and section references with the proposed service territory plotted thereon, utilizing a scale of 1" = 200 ft.

**XVIII.**

**Exhibit "B"** and **Exhibit "H"** both contain information regarding the separate capacities of the proposed lines and treatment facilities in terms of ERCs and gallons per day to service the known and anticipated development in the various classes of service.

**XIX.**

A description of the existing potable water and wastewater facilities outlining the type of treatment is attached as **Exhibit "H"** hereof. The Utility is currently utilizing groundwater recharge through use of absorption fields as its method of effluent disposal. DEP considers this to be "reuse." Since the Utility is requesting a wastewater certificate for facilities whose initial capacity is less than 100,000 GPD, using public access reuse as a method of effluent disposal is not currently feasible or permittable. To the extent growth in the treatment facilities renders public access reuse as feasible and permittable in the future, the Utility will investigate that option.

**XX.**

The Utility has not yet received its first dollar of revenue and will not receive such revenue until such time as the Florida Public Service Commission approves the appropriate rates and charges for the Utility or it is necessary for the Utility to begin charging for such services in advance of such approval. The Utility is providing as **Exhibit "I"** hereof a balance sheet of the Applicant as of December 31, 2006. In addition, attached hereto as part of **Exhibit "I"** are statements of operations of the Utility for



the 12 months ended December 31, 2006, showing the loss incurred by the Utility during that period.

**XXI.**

Also included as **Exhibit "K"** is information concerning all of the assets of the Utility to be utilized in the provision of the various types of water and wastewater services and **"Exhibit L"** shows operation of maintenance expenses anticipated to be incurred in such operation based upon historic 2006 actual information. Those lists of assets and O & M expenses are prepared in accordance with the provisions of Rule 25-30.115, Florida Administrative Code. As such, Applicant believes that these exhibits comply with the requirements of Rule 25-30.032(1)(r) and (s).

**XXII.**

Nancy Steinmetz as President and majority shareholder of the Utility, is the person which has provided and will continue to provide funding to the Utility as and when needed to ensure that all needs for capital improvements are met in a timely manner and to ensure the continued provision of safe and efficient potable water and wastewater services in the future within the proposed service territory. Attached hereto as **Exhibit "J"** is a balance sheet for Nancy Steinmetz and her affidavit as President and majority shareholder, assuring the Commission that she will fund

the capital needs and any operating deficits of the Utility on an as and when needed basis. Through funding and the financial support of its President and majority Shareholder, the Utility will have ample financial backing to ensure the continued safe, efficient and sufficient provision of potable water and wastewater services to the territory applied for herein and the expansion as needed of water sources and facilities and wastewater treatment and disposal facilities in the proposed service area to meet all future needs.

**XXIII.**

Attached as part of **Exhibit "K"** is a cost study including customer growth projections supporting the proposed rates and charges and service availability charges.

**XXIV.**

Attached hereto as part of **Exhibit "L"** are the costs of the water and wastewater systems by NARUC account numbers. The related capacity of each system in ERCs and gallons per day is reflected in **Exhibit "B and H"** for potable water and wastewater systems.

**XXV.**

Attached hereto as **Exhibit "K"** are the projected operating expenses of the proposed systems by NARUC account numbers when 80% of design capacity of the system is being utilized.

**XXVI.**

The schedules showing the projected capital structure, including the methods of financing the construction operation of the Utility until the Utility reaches 80% of design capacity of the system is attached hereto as **Exhibit "M"**. To the extent the financing of any additional construction is needed or cost of operations is beyond the resources of the Utility, Nancy Steinmetz, the President and primary shareholder of the Utility, will provide all additional funding as and when needed in order to finance such construction or operation of the Utility until it reaches that 80% of design capacity level.

**XXVII.**

The Utility has utilized, in the development of the rates contained in **Exhibit "K,"** a base facility and usage rate structure.

**XXVIII.**

The return on common equity utilized herein is that which was contained in the leverage formula in effect at the time those schedules were developed. It is our understanding that a new leverage formula has been recently approved which, if utilized, may slightly modify the rates and charges outlined in **Exhibit "K."**

**XXIX.**

Attached hereto as **Exhibit "N"** is an affidavit showing that the Utility has provided notice in accordance with the requirements of Rule 25-30.030, Florida Administrative Code, to all those entitled to such notice. A publication notice in compliance with Rule 25-30.030(7), Florida Administrative Code is due to be published on July 3, 2007. Proof of publication will be provided to the Commission as **Exhibit "O"** immediately after it is received from the newspaper utilized for this purpose. A copy of the appropriate notice has also been provided by regular mail or personal service to each of the customers of the system to be certified. An affidavit of such compliance is attached hereto as **Exhibit "P"**.

**XXX.**

In accordance with the requirements of Section 367.045(1)(d), Florida Statutes and Rule 25-30.033 and 25-30.020, Florida Administrative Code, enclosed is a check for the filing fee in the amount of \$1,500.00, which is intended to satisfy the requirements of those rules and statutory sections for a system intended to serve less than 500 ERCs for water and wastewater services.

**XXXI.**

The Applicant herein requests that the Florida Public Service Commission issue a certificate to Orange Blossom Utilities, Inc.,

to provide water and wastewater services to the territory requested in Sumter County. In addition, Applicant requests that the Commission in its order granting such a certificate, authorize a collection of the rates proposed herein and implementation of the tariffs as included herein.

Respectfully submitted this  
*29<sup>th</sup>* day of *June*, 2007, by:

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



F. MARSHALL DETERDING

orange blossom\original certificate.app

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

STATE OF FLORIDA



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

Public Service Commission

May 20, 2003

**RECEIVED**

MAY 23 2003

HUEY, GUILDAY TUCKER,  
SCHWARTZ & WILLIAMS, P.A.

J. Kendrick Tucker, Esquire  
Huey, Guilday, Tucker, Schwartz & Williams, P.A.  
P. O. Box 12500  
Tallahassee, FL 32317-2500

**Re: Inquiry from L & N Property regarding availability of service from Little Sumter Utility Company in Sumter County (CAF Case No. 523728W-L&N Property)**

Dear Mr. Tucker:

As we discussed on the telephone on April 29, 2003, my review of the legal description of the property owned by your client, shows the property is not contained within the certificated territory of Little Sumter Utility Company. There are two Commission Orders affecting Section 15, Township 18 South, Range 23 East, Sumter County, where territory was granted to the utility in Docket No. 960305-WS and Docket No. 980075-WS.

In the utility's response to Ms. Calhoun with the Commission's Division of Consumer Affairs, the utility's counsel states that Little Sumter's capacity has been committed to current and future customers, including parties unrelated to The Villages of Lake Sumter, Inc. (the developer). The utility's counsel also disputes your assertion that the agreement between the City of Wildwood and the developer would provide an expectation that your client's property would receive service from the utility serving the development known as The Villages. This letter was faxed to you on April 29, 2003.

Section 367.121(d), Florida Statutes, empowers the Commission to require the utility to extend service,

except that no utility shall be required to extend its service outside the geographic area described in its certificate of authorization, or make additions to its plant or equipment to serve outside such area, unless the commission first finds that the utility is financially able to make such additional investment without impairing its capacity to serve its existing customers.

The utility's counsel has stated that the utility's capacity is committed to serve current and future customers, and that all lots will be developed by the middle of 2003, and substantially all the

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PSC Website: <http://www.floridapsc.com>

Internet E-mail: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us)



J. Kendrick Tucker, Esquire

Page 2

May 20, 2003

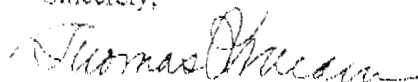
lots will be built upon by summer, 2004. While the statute quoted above speaks to existing customers, it seems that very soon the developed lots in The Villages will have existing customers.

You might wish to approach Little Sumter Utility Company again (or its counsel), and inquire what it would take to obtain water and wastewater service from the utility. It is obvious to me that the utility is not anxious to provide service with its current facilities to your client's property. It would be normal for your client to pay plant capacity fees and main extension charges, with or without refundable advance agreements, should the utility be in a position to provide service. Perhaps after the lots are substantially built upon in The Villages, the utility will be able to reassess its capacity needs, and there may be available capacity to serve your client's development. If so, your client would probably be expected to pay the costs of the certificate amendment application required by this Commission to allow the utility to serve L & N's 52 acre development.

Another option is for your client to develop the land, and install his own water and wastewater system. Your client may wish to install a wastewater system only and use private wells for each residence. Another option is to install septic tanks at each residence. These options would require approval of the county and the local health department, and if a central system is installed, the approval of the Department of Environmental Protection.

Please contact me if you have further questions.

Sincerely,



Thomas Walden  
Engineer

TJW

cc: Little Sumter Utility Company  
Martin Friedman, Esquire  
Division of Consumer Affairs  
Marie Sapp

file name: I:\l&nproperty.tjw

# HUEY, GUILDAY, TUCKER, SCHWARTZ & WILLIAMS, P. A.

ATTORNEYS AND COUNSELORS AT LAW

P O BOX 12500

TALLAHASSEE, FLORIDA 32317-2500

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e-mail: ken@hueylaw.com

MAIN OFFICE:  
1983 CENTRE POINTE BOULEVARD  
SUITE 200  
TALLAHASSEE, FLORIDA 32308

GOVERNMENT PRACTICE GROUP OFFICE:  
215 SOUTH MONROE STREET  
SUITE 110  
TALLAHASSEE, FLORIDA 32301

March 19, 2003

Division of Consumer Affairs  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0867

Re: Little Sumter Utility Company, Sumter County, Florida;  
Complaint Concerning Utility Failure to Provide  
Service

Dear Sir or Madam:

We represent the landowner of the L&N Property (f/k/a Bass Property), the legal description of which is enclosed at Exhibit 1. The L&N Property comprises approximately 52 acres located in Sumter County near Wildwood. It is entirely surrounded by property under the territorial franchise of Little Sumter Utility Company ("Utility") as authorized by the Public Service Commission ("PSC").

Our client recently requested water and wastewater services from the Utility. The Utility declined to provide the services because it allegedly lacks capacity and because the Utility asserted the L&N Property appeared to lie outside the Utility's franchise area. Upon questioning, it appears the Utility is reserving all future capacity of its water and wastewater systems for use by its related development company, The Villages of Lake-Sumter, Inc., and refuses to share such capacity with residents within its franchise area.

The Utility entered into an Agreement with the City of Wildwood, copy enclosed at Exhibit 2 ("City Agreement"), in which the City relinquished its authority to serve a portion of Sumter County including the property of our client. The City Agreement provided an expectation that the Utility would obtain authority from the PSC to serve all of such area. See Paragraphs



Florida Public Service Commission

Page 2

March 19, 2003

1, 2 and 5A., City Agreement. Our client's property is designated in yellow at Exhibit B to the City Agreement and included in Exhibit A to the City Agreement wherein all of Section 15 (less NW¼ of NW¼ and highway 466) is designated.

If our client's property is within the franchise area certified by the PSC in its authorization issued to the Utility, the Utility has a duty to provide water and wastewater services to our client. See Rule 25-30.520, F.A.C., and Section 367.111(1), Florida Statutes, requiring service to residents of the certified area. This includes providing service on a nondiscriminatory basis so that the Utility does not allocate all future capacity to a related company, The Villages of Lake-Sumter, Inc. In other words, it must fairly and proportionately allocate future capacity not only to development by a related entity but also to other residents.

Attached at Exhibit 3 is information from the Florida Department of Environmental Protection ("DEP") indicating the Utility's wastewater treatment plant is undergoing a permit modification to authorize expanding the treatment plant effective approximately March 2004, from 1.8 millions gallons per day capacity to 2.5 million gallons per day. DEP is expected to issue the permit modification in the near future.

Attached at Exhibit 4 is the DRI Development Order for The Villages development for which the Utility claims it must reserve capacity. As noted therein at page 10, the project schedule provides for build out in 2020. Thus, it is unreasonable and unfair that the Utility is reserving its full capacity for the next 17 years to serve development by a related entity with no effort to allocate capacity fairly to all residents within its franchise area.

Attached at Exhibit 5 are corporate documents filed with the Secretary of State concerning the Utility and The Villages of Lake-Sumter, Inc. and which show the related nature of the companies. Reportedly, the two companies are under common ownership.

Accordingly, please determine whether our client's property described and depicted at Exhibits 1 and 2 is located within the

Florida Public Service Commission  
Page 3  
March 19, 2003

Utility's franchise area authorized by the PSC. If it lies within the franchise area, please enforce the applicable statutes and regulations so as to require the Utility to provide water and wastewater services to our client, including, if necessary to reasonably allocate capacity among all residents who seek capacity, and to prohibit the Utility from reserving capacity solely for its related company.

In the event our client's property is not located within the franchise area of the Utility, please institute proceedings to require the Utility to serve our client's 52-acre tract with water and wastewater services because such property was improperly excluded by the Utility from the franchise area. Such exclusion is against public policy and inconsistent with the intention expressed by the Utility under the City Agreement. As noted above, our client's 52-acre tract is completely surrounded on all sides by lands currently served by the Utility including service to parties not affiliated with The Villages DRI. If such an enclave from utility service exists, it should be prohibited by the PSC as contrary to public policy and inconsistent with the City Agreement.

Thank you for your assistance and please call if you have further questions. We look forward to hearing from you.

Sincerely,

HUEY, GUILDAY, TUCKER, SCHWARTZ &  
WILLIAMS, P.A.



J. Kendrick Tucker

JKT/

Enclosures

✓ cc: (with enclosures)  
Leo Steinmetz  
L&N

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REPLY TO ALTAMONTE SPRINGS

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ALTAMONTE SPRINGS, FLORIDA 32701  
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FAX (407) 830-8522

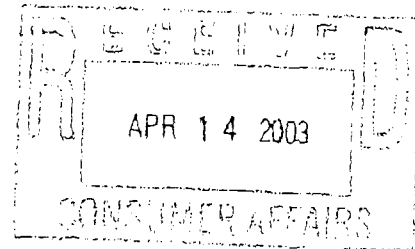
MARTIN S. FRIEDMAN, P.A.  
VALERIE L. LORD, *OF COUNSEL*  
(LICENSED IN TEXAS ONLY)

April 11, 2003

ORIGINAL

Ms. Angela Calloun  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: Little Sumter Utility Company  
Complaint by L & N Property  
Our File No.: 30059.09



Dear Ms. Calhoun:

This law firm represents Little Sumter Utility Company and has been asked to respond to the Complaint filed with the Division of Consumer Affairs by L & N Property ("Developer") as outlined in its attorney's March 19, 2003, correspondence. The Developer never contacted the Utility prior to acquiring the subject property, however, as you can tell from their attorney's letter, there have been numerous communications between that Developer and Little Sumter Utility Company regarding this matter. We do not believe that further communications with the Developer will be fruitful. However, we do want to respond to specific statements and positions taken by the Developer (in the order in which he raised them) since a number are inaccurate and misconstrue the relevant documents.

The Developer's property is not entirely surrounded by the PSC's certificated territory of Little Sumter Utility Company. Little Sumter Utility Company does not have sufficient capacity to serve outside of its existing certificated territory. All of its capacity has been committed to current and future customers, including parties unrelated to The Villages of Lake Sumter, Inc.

Contrary to the assertion of the Developer, the Agreement between the City of Wildwood and Little Sumter Utility Company does not create any expectation that the Utility would provide service to the entire property described in that Agreement. I refer you specifically to paragraph 5A which provides that nothing in the Agreement

Ms. Angela Calhoun  
April 11, 2003  
Page 2

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ORIGINAL

shall be construed to obligate the Utility to provide water or wastewater services to any particular residence or commercial unit or within any area subject to the Agreement. There is no ambiguity in that provision and it certainly contradicts the Developer's assertion that it had an expectation of being able to receive water and wastewater service from Little Sumter Utility Company.

It is clear that the Developer's property is not within Little Sumter Utility Company's certificated service area.

As previously stated, all of the Utility's capacity in its wastewater treatment plant is needed to serve the current and future customers of which it has a legal obligation to serve. Providing service to the Developer would impair the Utility's ability to serve its existing certificated territory.

While the DRI Development Order anticipated a build-out by 2020, the Development has progressed substantially faster than anticipated. In fact, it is expected that all lots within the existing service area will be developed by the middle of 2003 and substantially all of the lots will be built upon by the Summer of 2004.

In conclusion, it is clear that Little Sumter Utility Company has no legal obligation to provide water and wastewater service to the Developer's property, and to be forced to do so, would impair the Utility's ability to provide such service which it is legally obligated to provide to the customers and property owners within its existing service area.

Very truly yours,



MARTIN S. FRIEDMAN  
For the Firm

MSF:dmp

cc: Mr. John Wise  
Steve Roy, Esquire



Little Sumter  
Utility Company

1100 Main Street • The Villages, Florida 32159  
352/753-6690

March 6, 2003

Barry Ginn, P.E.  
Ginn Engineering, Inc.  
108 South Old Dixie Highway  
Lady Lake, Florida 32159

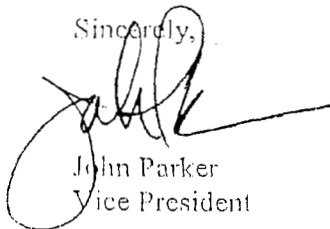
**RE: Water and Wastewater Service to Bass Property  
Located West of Glen Hollow Subdivision  
Sumter County, Florida**

Dear Mr. Ginn:

Little Sumter Utility Company has determined that it is not feasible to provide water and wastewater utility services to the Bass property at this time for the reasons discussed with you previously, including some of those listed in your letter of February 20, 2003.

Please be advised that the Agreement with the City of Wildwood referenced in your letter states in part "Nothing in this Amended and Restated Agreement shall be construed to...obligate the Developer or Utility to provide water or wastewater services to any particular residence or commercial unit or within any area subject to this Amended and Restated Agreement."

Sincerely,



John Parker  
Vice President

JP/may

1/16/03  
~~DRAFT~~  
Villages  
1/16/03

February 18, 2003

Mr. H. Gary Morse  
Director/President  
Little Sumter Utility Company  
1100 Main Street  
The Villages, Florida 32159-7719

Re: Water and Wastewater Service to Bass Property  
Located West of Glen Hollow Subdivision  
In Sumter County, Florida

Dear Mr. Morse,

I am writing on behalf of Mr. Leo Steinmetz of Steinmetz Construction and Development, Inc. to make a second request for water and wastewater service for the Bass Property located on CR 466 approximately 2 miles east of Oxford, Florida. As you know, we requested water and wastewater service from you in June 2002 and had subsequent conversations with you concerning the development of the property.

We understand your position as follows from those conversations:

1. The subject property is not located within the Little Sumter Utility Company Service Area.
2. Even if the property were located within the Utility's Service Area, the utility does not have sufficient capacity to meet the demand of the subject development.
3. For these reasons, the Utility will not supply water and wastewater service to the proposed development site.

Since Little Sumter Utility Company and North Sumter Utility Company are regulated by the Florida Public Service Commission, much information regarding the utilities is available to the public on-line. We have investigated this information and confirmed that the subject property is located within neither the Little Sumter Utility Company nor the North Sumter Utility Company service areas. It does appear from our investigation that the Little Sumter Utility Company currently does have sufficient capacity in the water and wastewater systems to accommodate the contemplated development of the Bass property. However, we do understand that the remaining capacity may be "reserved" for future Villages development in the area. Therefore, the Utility may not be in a position to provide water and wastewater service to the subject development without modifications to existing treatment facilities.

We are also aware of an agreement made between Little Sumter Utility Company and the City of Wildwood which limits the City of Wildwood from extending water and wastewater service into portions of the 5-mile utility service zone (City of Wildwood). This agreement states that the Utility is "in a better position to construct, operate and maintain water and wastewater facilities" for residences and businesses within the areas subject to the Agreement. The Bass property is located within the area subject to the aforementioned agreement. Should the Utility not be capable of providing water and wastewater service to the subject property, it appears that the City of Wildwood would be allowed to provide service to the area if they choose to do so.

Since the cost of connecting the City of Wildwood services would be much more expensive than connecting to the Utility's service, we wanted to give you another opportunity to respond to our request for water and wastewater service. Therefore, we are requesting that you provide water and wastewater service for the subject property in amounts as follows:

Water System - 382,000 gpd

Wastewater System - 185,000 gpd

Please let us know, in writing, within 15 calendar days your intention to either provide or not provide water and wastewater service to the subject property. Should you deny our request, please indicate the reasons for your denial.

If you have any questions or comments regarding our request, please feel free to contact me at (352) 753-3997 or Mr. Leo Steinmetz at (352) 753-9009.

Sincerely,  
GINN ENGINEERING, INC.

Barry Ginn, P.E.  
President

Cc: Mr. Leo Steinmetz  
File

Orange Blossom Utilities, Inc.  
Schedule of Customers by Meter Size for Phase 1

Meter Size	Number of Meters	Type of Customer
5/8x3/4	1	Water Only
1-Inch	8	Water/Sewer
2-Inch	2	Water/Sewer
4-Inch	1	Water/Sewer

Note: All Commercial (General Service)





Orange Blossom Utilities - Anticipated Water Demands

	# of units		usage/unit		water demand	ERU	
<u>Existing Development</u>							
80 Room Hotel	80	rooms @	100	gpd/room	8000 gpd	27	
Office Building	15000	sf @	150	* 15 gpd	2250 gpd	8	
<u>24000 SF Plaza</u>							
Restaurants - 2 @ 5000 sf each	300	seat @	40	gpd/seat	12000 gpd	40	
Stores - 7 @ 2000 sf each	2	bath per store	200	gpd/bath	2800 gpd	9	
<u>42 Acre Future Development</u>							
<u>Commercial</u>							
Restaurants - 4 @ 5000 sf each	600	seat @	40	gpd/seat	24000 gpd	80	
Shops/Stores - 20 @ 2000 sf each	2	bath per store	200	gpd/bath	8000 gpd	27	
Office Building	40000	sf @	400	* 15 gpd	6000 gpd	20	
<u>Residential</u>							
Single Family Residences	12	units @	300	gpd/unit	3600 gpd	12	
Town Homes	108	units @	250	gpd/unit	27000 gpd	90	
Villas	54	units @	250	gpd/unit	13500 gpd	45	
					Residential/Commercial Usage	107150 gpd	357
					Fire Maintenance	350 gpd	
					Irrigation Usage	28789 gpd	
					<u>Total Usage</u>	<u>135939 gpd</u>	

Projected Average Day Water Demand	=	135939 gpd	
Projected Maximum Day Water Demand	=	135939 gpd adf * 1.5 pf =	203908 gpd
Projected Maximum Hour Water Demand	=	203908 gpd mdf * 2.0 pf =	407817 gpd
Projected Fire Demand Plus Maximum Day	=	1000 gpm + 140.46 gpm (mdf) =	1142 gpm

Irrigation = 25%\*39 ac + 15%\*10 ac \* 43560 \* 2.867 feet/year water \* 7.48 gal/cf / 365 days/year = 28789 gpd

Prepared by and Return To:  
Patricia R. Mueller  
Patricia R. Mueller, P.A.  
3900 Lake Center Drive, Suite A-5  
Mount Dora, Florida 32757

### WARRANTY DEED

THIS WARRANTY DEED, made this 18 day of May, 2007 by L & N LAND INVESTMENTS, INC., a Florida corporation, whose address is 108 S. Old Dixie Highway, Lady Lake, Florida 32159, hereinafter called the Grantor, to ORANGE BLOSSOM UTILITIES, INC., a Florida corporation, whose address is 108 S. Old Dixie Highway, Lady Lake, Florida 32159, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantees all that certain land situate in Sumter County, State of Florida, viz:

See Exhibit A attached hereto

Parcel Identification Number:

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.



Signed, sealed and delivered in the presence of:

L & N LAND INVESTMENTS, INC., a  
Florida corporation

Betty Salas  
Witness Signature

By: Nancy P. Steinmetz  
NANCY P. STEINMETZ, President

Betty Salas  
Print Witness Name

[Signature]  
Witness Signature

[Signature]  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of May, 2007, by NANCY P. STEINMETZ, as President of L & N LAND INVESTMENTS, INC., a Florida corporation, a Florida corporation, and who  is/are personally known to me, or ( ) produced Florida driver's license(s) as identification, or ( ) produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

Print Notary Name

My commission expires:



SUSAN S. O'BRIEN  
MY COMMISSION # DD 531534  
EXPIRES: April 18, 2010  
Bonded Thru Budget Notary Services

## EXHIBIT A

### VILLAGE PARK CENTER SEWAGE TREATMENT PLANT

Begin 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $00^{\circ} 01' 25''$  W., 387.53 feet; thence run S.  $89^{\circ} 56' 20''$  E., 385.21 feet; thence run N.  $00^{\circ} 00' 35''$  E., 387.87 feet to the North line of the Northwest  $\frac{1}{4}$  of said Section 15; thence run N.  $89^{\circ} 59' 25''$  W., along aforesaid North line 385.12 to the Point of Beginning.

### LIFT STATION SITE

Commence at the Southeast corner of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $89^{\circ} 55' 20''$  W., 73.24 feet; thence run N.  $00^{\circ} 04' 40''$  W., 30.00 feet to the Point of Beginning; thence run N.  $00^{\circ} 04' 40''$  W., 23.33 feet; thence run S.  $89^{\circ} 55' 20''$  W., 27.33 feet; thence run S.  $00^{\circ} 04' 40''$  E., 23.33 feet; thence run N.  $89^{\circ} 55' 20''$  E., 27.33 feet to the Point of Beginning.

### MAIN WELL SITE

Commence 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $00^{\circ} 01' 25''$  W., 464.25 feet; thence run S.  $89^{\circ} 58' 35''$  E., 757.14 feet to Point of Beginning; thence run S.  $89^{\circ} 59' 26''$  E., 121.24 feet; thence run S.  $00^{\circ} 00' 34''$  W., 64.07 feet; thence run N.  $89^{\circ} 59' 26''$  W., 121.23 feet; thence run N.  $00^{\circ} 00' 00''$  E., 64.07 Feet to the Point of Beginning.

### AUXILIARY WELL SITE

Commence 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $00^{\circ} 01' 25''$  W., 626.25 feet; thence run S.  $89^{\circ} 58' 35''$  E., 827.69 feet to Point of Beginning; thence run N.  $89^{\circ} 45' 29''$  E., 25.30 feet; thence run S.  $00^{\circ} 14' 31''$  E., 20.99 feet; thence run S.  $89^{\circ} 45' 29''$  W., 25.30 feet; thence run N.  $00^{\circ} 14' 21''$  W., 20.99 feet to the Point of Beginning.

**Commercial Contract**  
FLORIDA ASSOCIATION OF REALTORS®



1. PURCHASE AND SALE: Orange Blossom Utilities, Inc. ("Buyer")

agrees to buy and L & N Land Investments, Inc. ("Seller")

agrees to sell the property described as: Street Address:  
Highway 466, Sumter County, Florida

Legal Description:  
See Attached Exhibit A

and the following Personal Property:  
All plant, facilities, pipes, conduits, water and sewer plant, lift stations, and water wells and related facilities are presently owned by Buyer - this transaction is for conveyance of real property only.

(all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

2. PURCHASE PRICE:	\$ 509,599.00
(a) Deposit held in escrow by Patricia R Mueller, PA	\$ 0.00
(b) Additional deposit to be made within _____ days from Effective Date	\$ 0.00
(c) Total mortgages (as referenced in Paragraph 3)	\$ 0.00
(d) Other: Unsecured note to Seller - See Addendum	\$ 509,599.00
(e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn certified or cashier's check or wire transfer.	\$ 0.00

3. THIRD PARTY FINANCING: Within \_\_\_\_\_ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for third party financing in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the purchase price to be amortized over a period of \_\_\_\_\_ years and due in no less than \_\_\_\_\_ years and with a fixed interest rate not to exceed  \_\_\_\_\_% per year or variable interest rate not to exceed  \_\_\_\_\_% at origination with a lifetime cap not to exceed \_\_\_\_\_% from initial rate, with additional terms as follows:

Buyer will pay for the mortgage title insurance policy and for all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within \_\_\_\_\_ days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 9.

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledges receipt of a copy of this page, which is page 1 of 5 Pages.



4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by  statutory warranty deed  
 other \_\_\_\_\_ free of liens, easements and encumbrances of record or known to Seller,  
but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any  
other matters to which title will be subject) pending approval of Public Service Commission and other regulatory  
agencies; easements for ingress and egress and utility easements to be created;  
provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  
water and sewer plant / utilities

(a) Evidence of Title: Seller will, at (check one)  Seller's  Buyer's expense and within \_\_\_\_\_ days  from Effective Date  
 prior to Closing Date  from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)  
 a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in  
the amount of the purchase price for fee simple title subject only to exceptions stated above.  
 an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as  
a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format  
acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all  
documents recited in the prior policy and in the update.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title  
defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper  
written notice and Seller cures the defects within 60 days from receipt of the notice ("Curative Period"). If the defects are  
cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may  
elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are  
not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to  
elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in  
purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract  
charges and title examination.

(c) Survey: (check applicable provisions below)  
 Seller will, within \_\_\_\_\_ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and  
engineering documents, if any, and the following documents relevant to this transaction: \_\_\_\_\_ prepared for Seller or in Seller's  
possession, which show all currently existing structures.  
 Buyer will, at  Seller's  Buyer's expense and within the time period allowed to deliver and examine title evidence,  
obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the  
Property or that the improvements encroach on the lands of another,  Buyer will accept the Property with existing  
encroachments  such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

(e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Lake or Sumter County, Florida on  
or before the See Addendum or within \_\_\_\_\_ days from Effective Date ("Closing Date"), unless otherwise extended  
herein.  Seller  Buyer will designate the closing agent. Buyer and Seller will, within \_\_\_\_\_ days from Effective Date, deliver to  
Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender  
requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

(a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.  
Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge  
any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,  
tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of  
the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information  
regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors  
authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth  
facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer  
will provide the closing statement, mortgages and notes, security agreements and financing statements.

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83 (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated  as of Closing Date  
84  as of \_\_\_\_\_; real estate taxes, bond and assessment payments assumed by Buyer, interest,  
85 rents, association dues, insurance premiums acceptable to Buyer, operational expenses and \_\_\_\_\_  
86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due  
87 allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially  
88 affecting the Property: \_\_\_\_\_  
89 Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the  
90 improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.  
91 (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a  
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined  
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,  
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required  
95 and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds  
96 and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97 6. ESCROW: Buyer and Seller authorize Patricia R Mueller, PA  
98 Telephone: (352) 735-3111 Facsimile: (352) 735-3011 Address: 3900 Lake Center Dr, Suite A-5, Mt. Dora, FL  
99 32757 \_\_\_\_\_ to act as "Escrow Agent"  
100 to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow  
101 Agent will deposit all funds received in  a non-interest bearing escrow account  an interest bearing escrow account with  
102 the interest accruing to \_\_\_\_\_ with interest disbursed (check one)  at closing  
103  at \_\_\_\_\_ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow  
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually  
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the  
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon  
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items  
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter  
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or  
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with  
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor  
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of  
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary  
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties  
116 other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the  
117 property. (Check (a) or (b))  
118  (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.  
119  (b) Due Diligence Period: Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date ("Due Diligence Period"),  
120 determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of  
121 the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and  
122 investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,  
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
124 regulations; soil and grades; availability of access to public roads, water, and other utilities; consistency with local, state and regional  
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems  
127 appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice  
128 to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.  
129 Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.  
130 Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence  
131 Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the  
132 Property and conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,  
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person arising from the conduct of  
134 any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien  
135 being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall  
136 repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of  
137 the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the  
138 inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be  
139 immediately returned to Buyer and the Contract terminated.

140 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

117 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,  
118 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all  
119 Property is on the premises.

120 (d) **Disclosures:**

121 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
122 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state  
123 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained  
124 from your county public health unit.

125 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building. If any is located on the Real  
126 Property.

127 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business  
128 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the  
129 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or  
130 Buyer's intended use of the Property will be permitted  only with Buyer's consent  without Buyer's consent.

131 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and  
132 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in  
133 accordance with applicable Florida laws and regulations.

134 10. **DEFAULT:**

135 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title  
136 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If  
137 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

138 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s)  
139 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in  
140 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the  
141 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained  
142 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

143 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,  
144 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and  
145 expenses.

146 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed  
147 real estate Broker other than:

148 (a) **Listing Broker: None**  
149 who is  an agent of \_\_\_\_\_  a transaction broker  a nonrepresentative  
150 and who will be compensated by  Seller  Buyer  both parties pursuant to  a listing agreement  other (specify)

151 \_\_\_\_\_  
152 \_\_\_\_\_  
153 \_\_\_\_\_

154 (b) **Cooperating Broker: None**  
155 who is  an agent of \_\_\_\_\_  a transaction broker  a nonrepresentative  
156 and who will be compensated by  Buyer  Seller  both parties pursuant to  an MLS or other offer of compensation to a  
157 cooperating broker  other (specify)

158 \_\_\_\_\_  
159 \_\_\_\_\_  
160 \_\_\_\_\_

161 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,  
162 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker  
163 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and  
164 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)  
165 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or  
166 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services  
167 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

168 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is not assignable  
169  is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller  
170 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

171 Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.



14. **OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

<input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
<input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input type="checkbox"/> Other _____
<input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Other _____
<input type="checkbox"/> Seller Representations	<input type="checkbox"/> Seller Financing	<input checked="" type="checkbox"/> Other <u>Addendum</u>

15. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

**DEPOSIT RECEIPT:** Deposit of \$ \_\_\_\_\_ by  check  other \_\_\_\_\_ received on \_\_\_\_\_ by \_\_\_\_\_  
*Signature of Escrow Agent*

**OFFER:** Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a signed copy delivered to Buyer or Buyer's agent no later than \_\_\_\_\_ a.m.  p.m. on \_\_\_\_\_ Buyer may revoke this offer and receive a refund of all deposits.

Date: 5-18-07 BUYER: Marcy P. Steinmetz Tax ID No: 20-2434465  
 Title: President Telephone: (352) 753-9009 Facsimile: \_\_\_\_\_  
 Address: \_\_\_\_\_

Date: \_\_\_\_\_ BUYER: \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
 Address: \_\_\_\_\_

**ACCEPTANCE:** Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions ( subject to the attached counter offer).

Date: 5-18-07 SELLER: Marcy P. Steinmetz Tax ID No: 59-3706614  
 Title: President Telephone: (352) 753-9009 Facsimile: \_\_\_\_\_  
 Address: \_\_\_\_\_

Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
 Address: \_\_\_\_\_

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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## ADDENDUM TO COMMERCIAL CONTRACT

This ADDENDUM forms a part of that certain Commercial Contract between ORANGE BLOSSOM UTILITIES, INC. and/or assigns, as Buyer, and L & N LAND INVESTMENTS, INC., as Seller. The terms and provisions of this Addendum shall supercede and prevail over any terms, covenants, conditions, or agreements in the Contract to the contrary or in conflict herewith.

1. PURCHASE MONEY NOTE: The purchase price shall be paid to Seller pursuant to an unsecured Note (hereafter called the "Note") in the principal sum of 509,599.00, for a term of seven (7) years from December 1, 2005 (December 1, 2012), or until the property is sold to a third party purchaser, whichever occurs first, and which Note shall accrue interest due at the rate of nine percent (9%) per annum from December 1, 2005. The entire principal balance, together with all accrued interest, shall be due and payable December 1, 2012 or when the property is sold to a third party purchaser, whichever occurs first. The note may be prepaid at anytime without prepayment penalty.
2. "AS IS" CONDITION, FUTURE DEVELOPMENT: Buyer acknowledges that the development of the property, including required permits and approvals, is or may be in an incomplete status, and Buyer accepts the status as of the development process in its "AS IS" condition as of the date of this contract. Buyer shall, at Buyer's sole cost and expense, be responsible for continuing development applications and approvals as Buyer deems appropriate or necessary, from the date of this contract and thereafter, and Seller shall have no further development responsibility from and after the date of this Contract; Seller agrees to cooperate fully with Buyer to process applications to obtain site plan approvals, drainage approvals, and such other approvals as may be required or appropriate to the development of the property, including signing applications as Owner of the property. At closing, Seller agrees to assign rights of ownership to Buyer of all then existing surveys, engineering plans and reports, specifications and the like.
3. ADDITIONAL WELL SITE: Buyer acknowledges that a second well site as of this date has not been improved or constructed. Buyer agrees to construct and improve the second well site when and as may be required by any governmental regulatory authority, at Buyer's sole cost and expense.
4. PUBLIC SERVICE COMMISSION APPROVALS: Buyer agrees to pursue, at Buyer's expense, approvals by the Public Service Commission or other appropriate governmental authority, for the sewer plant and water facility to operate as a public utility.
5. EASEMENTS FOR ACCESS, ROADS, DRAINAGE AND UTILITIES: The parties hereby acknowledge that there does not now exist or may not exist easements over and across any portions of the adjacent lands owned by Seller, or other parcels sometimes identified as the "Hampton Inn", "Jon Dean (Advantage Land, LLC)", or "Billboard" parcels, which parcels either front on Highway 466 at the Southwest and Southeast corners of the property or are

in the that general proximity, or the parcels described in this contract for ingress, egress, roadway, driveway or drainage and utilities to service the sewer plant and water and sewer facilities, as may be located throughout the adjacent property. The parties agree that appropriate easements or other legal documentation shall be prepared, executed, and recorded along with the Warranty Deed conveying title to Buyer, conveying easements of ingress, egress, access, road or driveway rights of way, and drainage and utilities to the sewer plant and the water and sewer facilities parcels.

6. CLOSING. The closing of this transaction shall take place upon approval by Florida Public Service Commission on a date mutually agreed upon by the parties.
  
7. CONTINUATION OF SERVICES: The Buyer agrees to continue furnishing water and sewer services to the Hampton Inn, Jon Dean (Advantage Land, LLC), and Billboards parcels at established monthly utility rates as established by the Public Service Commission. No additional connection or hook-up charges or fees or impact fees shall be due from these parcels for providing the utility services.

SELLER:  
L & N LAND INVESTMENTS, INC.

Date: 5-18-07

By: Nancy P. Steinmetz  
NANCY P. STEINMETZ, President

BUYER:  
ORANGE BLOSSOM UTILITIES, INC.

Date: 5-18-07

By: Nancy P. Steinmetz

## EXHIBIT A

### VILLAGE PARK CENTER SEWAGE TREATMENT PLANT

Begin 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $00^{\circ} 01' 25''$  W., 387.53 feet; thence run S.  $89^{\circ} 56' 20''$  E., 385.21 feet; thence run N.  $00^{\circ} 00' 35''$  E., 387.87 feet to the North line of the Northwest  $\frac{1}{4}$  of said Section 15; thence run N.  $89^{\circ} 59' 25''$  W., along aforesaid North line 385.12 to the Point of Beginning.

### LIFT STATION SITE

Commence at the Southeast corner of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $89^{\circ} 55' 20''$  W., 73.24 feet; thence run N.  $00^{\circ} 04' 40''$  W., 30.00 feet to the Point of Beginning; thence run N.  $00^{\circ} 04' 40''$  W., 23.33 feet; thence run S.  $89^{\circ} 55' 20''$  W., 27.33 feet; thence run S.  $00^{\circ} 04' 40''$  E., 23.33 feet; thence run N.  $89^{\circ} 55' 20''$  E., 27.33 feet to the Point of Beginning.

### MAIN WELL SITE

Commence 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $00^{\circ} 01' 25''$  W., 464.25 feet; thence run S.  $89^{\circ} 58' 35''$  E., 757.14 feet to Point of Beginning; thence run S.  $89^{\circ} 59' 26''$  E., 121.24 feet; thence run S.  $00^{\circ} 00' 34''$  W., 64.07 feet; thence run N.  $89^{\circ} 59' 26''$  W., 121.23 feet; thence run N.  $00^{\circ} 00' 00''$  E., 64.07 Feet to the Point of Beginning.

### AUXILIARY WELL SITE

Commence 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S.  $00^{\circ} 01' 25''$  W., 626.25 feet; thence run S.  $89^{\circ} 58' 35''$  E., 827.69 feet to Point of Beginning; thence run N.  $89^{\circ} 45' 29''$  E., 25.30 feet; thence run S.  $00^{\circ} 14' 31''$  E., 20.99 feet; thence run S.  $89^{\circ} 45' 29''$  W., 25.30 feet; thence run N.  $00^{\circ} 14' 21''$  W., 20.99 feet to the Point of Beginning.

ORANGE BLOSSOM UTILITIES, INC.

Tariff Sheets

EXHIBIT D

WASTEWATER TARIFF

ORANGE BLOSSOM UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

ORANGE BLOSSOM UTILITIES, INC.  
NAME OF COMPANY

108 S. Old Dixie Highway

Lady Lake, Florida 32159  
(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

TABLE OF CONTENTS

Sheet Number

Communities Served Listing .....

Description of Territory Served .....

Index of

    Rates and Charges Schedules .....

    Rules and Regulations .....

    Service Availability Policy .....

    Standard Forms .....

Technical Terms and Abbreviations .....

Territory Authority .....

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

BEGIN AT A POINT 1442.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER CONTY, FLORIDA; THENCE RUN S. 89° 59' 25" E., 1442.24 FEET; THENCE RUN S. 45° 03' 32" E., 49.56 FEET; THENCE RUN S. 00° 07' 42" E., 14.99 FEET; THENCE RUN S. 89° 59' 45" E., 14.99 FEET; THENCE RUN S. 45° 03' 32" E., 14.16 FEET; THENCE RUN S. 00° 07' 39" E., 1271.93 FEET; THENCE RUN S. 89° 55' 20" W., 661.67 FEET; THENCE RUN S. 00° 05' 52" E., 609.07 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 466; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING COURSES; N. 45° 43' 48" W., 96.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 26° 40' 29"; THENCE RUN ALONG THE ARC OF SAID CURVE 912.54 FEET SAID ARC HAVING A CHORD BEARING OF N. 59° 08' 15" W.; AND A CHORD DISTANCE OF 904.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN N. 00° 01' 25" E., 1411.10 FEET TO THE POINT OF BEGINNING.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

ORIGINAL SHEET NO. 4.0

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

County  
Name

Development  
Name

Rate  
Schedule(s)  
Available

Sheet No.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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 \_\_\_\_\_.
- 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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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 in full 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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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 with wastewater service, 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.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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 -  
RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8"	\$12.19
3/4"	18.29
1"	30.48
1 1/2"	60.95
2"	97.52
3"	213.33
4"	365.70
6"	761.89
8"	1,097.10

Gallonge Charge Per 1,000 Gallons \$10.38

MINIMUM CHARGE -

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

EFFECTIVE DATE -  
TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8"	\$12.19
3/4"	18.29
1"	30.48
1 1/2"	60.95
2"	97.52
3"	213.33
4"	365.70
6"	761.89
8"	1,097.10

Gallage Charge Per 1,000 Gallons \$10.38

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established 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"	2 Times Average Bill	2 Times Average Bill
1"	2 Times Average Bill	2 Times Average Bill
1 1/2"	2 Times Average Bill	2 Times Average Bill
Over 2"	2 Times Average Bill	2 Times Average Bill

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAIL. POLICY AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD .....	\$	
All others-per gallon/month .....	\$	
Inspection Fee .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC (280 GPD) .....	\$1,907.00	
All others-per gallon .....	\$ 6.81	
or		
Residential-per lot (___foot frontage) .....	\$	
All others-per front foot .....	\$	
Plan Review Charge .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC (280 GPD) .....	\$1,366.00	
All others-per gallon .....	\$ 4.88	
<u>System Capacity Charge</u>		
Residential-per ERC (___GPD) .....	\$	
All others-per gallon .....	\$	

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

EFFECTIVE DATE -  
TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER  
  
President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

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

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

# ORANGE BLOSSOM UTILITIES, INC.

## CUSTOMER'S GUARANTEE DEPOSIT RECEIPT



**Orange Blossom Utilities, Inc.**  
P.O. Box 217  
Lady Lake, Florida 32158

Date \_\_\_\_\_

Received from \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

As a Deposit of \_\_\_\_\_ WATER \_\_\_\_\_ SEWER

To guarantee the payment of any and all indebtedness for water, and/or sewer service which may be or become due to Orange Blossom Utilities, Inc., (hereinafter called the Utility) by said customer. Customer agrees that such deposit or any part thereof may be applied in discharge of any indebtedness of the consumer to the Utility whatsoever and that the Utility may use such deposit as if the Utility were the absolute owner thereof. Upon discontinuance of service covered by this deposit and the presentation of this receipt and proper identification, the Utility agrees to refund to the consumer the deposit, less any amounts then due the Utility.

This shall not preclude the Utility from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such service.

THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE AND IS REDEEMABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREON

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

**Sample Application Form**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_  
\_\_\_\_\_ City 3  
Zip \_\_\_\_\_

Service Address \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State Fl

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_ Wastewater \_\_\_ Both \_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL



**ORANGE BLOSSOM UTILITIES, INC.**

108 S. OLD DIXIE HWY

LADY LAKE, FL 32159

Phone # 352-753-9009

**WATER/SEWER**

Billing Date	Invoice #
6/12/2007	1

Bill To
TEST LADY LAKE
Service Address
123 service address

Account #	123TEST
Due Date	7/2/2007

Item	Service Period	# of Days	Current Reading	Previous Reading	Usage	Rate	Amount
WATER	5/01/07 TO 5/31/07	31	500	450	50.00	1.00	\$0.00T
SEWER						0.00	0.00
	COMMERCIAL WATER TAX					6.00%	3.00
<b>Total</b>							\$53.00
				Payments/Credits	\$-5.00	<b>Balance Due</b>	\$48.00

Please notify Customer Service at 352-753-9009 immediately upon receipt of your bill if you feel it is in error.  
 Service will be disconnected on accounts unpaid 30 days after billing date without notice.  
**PAST DUE BALANCES ARE DUE NOW AND SUBJECT TO DISCONNECT.**  
 If Past Due Balance is not received in the Utilities Office prior to shut off day, a reconnect fee of \$25 will be assessed, (\$50 after hours) even if service is not interrupted.  
 A late payment fee of \$10 will be added to accounts unpaid 20 days after the BILLING DATE.  
 Payments can be made by mail or in person at:  
 108 S. Old Dixie Hwy, Lady Lake, FL 32159  
 A dishonored check fee is assessed on any returned check in accordance with State Statute.

Nancy Steinmetz  
 ISSUING OFFICER

President  
 TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities .....		
Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines) .....		
Cost Records and "As-Built" Plans .....		
Design by Independent Engineers .....		
Developer Agreements .....		
Easements and Rights-of-Way .....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections .....		
Obligations of Developer .....		
Obligations of Company .....		
Off-Site Facilities .....		
On-Site Facilities .....		
Refundable Advances .....		
Schedule of Fees and Charges .....	Go to Sheet No. 16.0	
System Design and Construction .....		
Transfer of Contributed Property - Bills of Sale .....		

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 16.0
Service Availability Policy .....	22.0

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE



ORIGINAL SHEET NO. 22.0

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The Service Company will invest in all off site facilities and will impose a main extension charge and a plant capacity charge as outlined in this tariff.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

WATER TARIFF

ORANGE BLOSSOM UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

ORANGE BLOSSOM UTILITIES, INC.  
NAME OF COMPANY

108 S. Old Dixie Highway

Lady Lake, Florida 32159  
(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

TABLE OF CONTENTS

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

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

BEGIN AT A POINT 1442.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER CONTY, FLORIDA; THENCE RUN S. 89° 59' 25" E., 1442.24 FEET; THENCE RUN S. 45° 03' 32" E., 49.56 FEET; THENCE RUN S. 00° 07' 42" E., 14.99 FEET; THENCE RUN S. 89° 59' 45" E., 14.99 FEET; THENCE RUN S. 45° 03' 32" E., 14.16 FEET; THENCE RUN S. 00° 07' 39" E., 1271.93 FEET; THENCE RUN S. 89° 55' 20" W., 661.67 FEET; THENCE RUN S. 00° 05' 52" E., 609.07 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 466; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING COURSES; N. 45° 43' 48" W., 96.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 26° 40' 29"; THENCE RUN ALONG THE ARC OF SAID CURVE 912.54 FEET SAID ARC HAVING A CHORD BEARING OF N. 59° 08' 15" W.; AND A CHORD DISTANCE OF 904.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN N. 00° 01' 25" E., 1411.10 FEET TO THE POINT OF BEGINNING.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
--------------------	-------------------------	-----------------------------------	------------------

Nancy Steinmetz  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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 Orange Blossom Utilities, Inc..
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule 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
Applications .....	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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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 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, re-metering, 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 re-metering.)

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)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

## 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 spacers 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 billed to the Customer as the case may be pursuant to Rule 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.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8"	5.74
3/4"	8.61
1"	14.35
1 1/2"	28.70
2"	45.92
3"	100.45
4"	172.20
6"	358.75
8"	516.60

Gallonge Charge Per 1,000 Gallons \$3.52

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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 -

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8"	5.74
3/4"	8.61
1"	14.35
1 1/2"	28.70
2"	45.92
3"	100.45
4"	172.20
6"	358.75
8"	516.60

Gallage Charge Per 1,000 Gallons \$3.52

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

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"	2 Times Average Bill	2 Times Average Bill
1"	2 Times Average Bill	2 Times Average Bill
1 1/2"	2 Times Average Bill	2 Times Average Bill
Over 2"	2 Times Average Bill	2 Times Average Bill

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSITS

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

Refer to Service  
Availability Policy  
Sheet No./Rule No.

<u>Description</u>	<u>Amount</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" x 3/4" .....	\$
1" .....	\$
1 1/2" .....	\$
2" .....	\$
Over 2" .....	\$ <sup>1</sup>
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service .....	\$
1" metered service .....	\$
1 1/2" metered service .....	\$
2" metered service .....	\$
Over 2" metered service .....	\$ <sup>1</sup>
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (__ GPD) .....	\$
All others-per gallon/month .....	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (__ GPD) .....	\$
All others-per gallon/month .....	\$
<u>Inspection Fee</u> .....	\$ <sup>1</sup>
<u>Main Extension Charge</u>	
Residential-per ERC (350 GPD) .....	\$1,161.00
All others-per gallon .....	\$ 3.32
or	
Residential-per lot (__ foot frontage) .....	\$
All others-per front foot .....	\$
<u>Meter Installation Fee</u>	
5/8" x 3/4" .....	\$150
1" .....	\$Actual Cost
1 1/2" .....	\$Actual Cost
2" .....	\$Actual Cost
Over 2" .....	\$ <sup>1</sup> Actual Cost
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>
<u>Plant Capacity Charge</u>	
Residential-per ERC (350 GPD) .....	\$3,042.00
All others-per gallon .....	\$ 8.69
<u>System Capacity Charge</u>	
Residential-per ERC (__ GPD) .....	\$
All others-per gallon .....	\$

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION .....	21.0
APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

# ORANGE BLOSSOM UTILITIES, INC.

## CUSTOMER'S GUARANTEE DEPOSIT RECEIPT



**Orange Blossom Utilities, Inc.**  
P.O. Box 217  
Lady Lake, Florida 32158

Date \_\_\_\_\_

Received from \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

As a Deposit of \_\_\_\_\_ WATER \_\_\_\_\_ SEWER

To guarantee the payment of any and all indebtedness for water, and/or sewer service which may be or become due to Orange Blossom Utilities, Inc., (hereinafter called the Utility) by said customer. Customer agrees that such deposit or any part thereof may be applied in discharge of any indebtedness of the consumer to the Utility whatsoever and that the Utility may use such deposit as if the Utility were the absolute owner thereof. Upon discontinuance of service covered by this deposit and the presentation of this receipt and proper identification, the Utility agrees to refund to the consumer the deposit, less any amounts then due the Utility.

This shall not preclude the Utility from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such service.

THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE AND IS REDEEMABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREON

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

**Sample Application Form**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_\_ Wastewater \_\_\_\_ Both \_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.  
 WATER TARIFF

COPY OF CUSTOMER'S BILL



**ORANGE BLOSSOM UTILITIES, INC.**

108 S. OLD DIXIE HWY  
 LADY LAKE, FL 32159  
 Phone # 352-753-9009

WATER/SEWER

Billing Date	Invoice #
6/12/2007	1

Bill To
TEST LADY LAKE
Service Address
123 service address

Account #	123TEST
Due Date	7/2/2007

Item	Service Period	# of Days	Current Reading	Previous Reading	Usage	Rate	Amount
WATER	5/01/07 TO 5/31/07	31	500	450	50.00	1.00	\$0.00
SEWER						0.00	0.00
	COMMERCIAL WATER TAX					6.00%	3.00
<b>Total</b>							\$53.00
				<b>Payments/Credits</b>	\$-5.00	<b>Balance Due</b>	\$48.00

Please notify Customer Service at 352-753-9009 immediately upon receipt of your bill if you feel it is in error.  
 Service will be disconnected on accounts unpaid 30 days after billing date without notice.  
**PAST DUE BALANCES ARE DUE NOW AND SUBJECT TO DISCONNECT.**  
 If Past Due Balance is not received in the Utilities Office prior to shut off day, a reconnect fee of \$25 will be assessed, (\$50 after hours) even if service is not interrupted.  
 A late payment fee of \$10 will be added to accounts unpaid 20 days after the BILLING DATE.  
 Payments can be made by mail or in person at:  
 108 S. Old Dixie Hwy, Lady Lake, FL 32159  
 A dishonored check fee is assessed on any returned check in accordance with State Statute.

Nancy Steinmetz  
 ISSUING OFFICER

President  
 TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities .....		
Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines) .....		
Cost Records and "As-Built" Plans .....		
Design by Independent Engineers .....		
Developer Agreements .....		
Easements and Rights-of-Way .....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections .....		
Obligations of Developer .....		
Obligations of Company .....		
Off-Site Facilities .....		
On-Site Facilities .....		
Refundable Advances .....		
Schedule of Fees and Charges .....	Go to Sheet No. 17.0	
System Design and Construction .....		
Table of Daily Flows .....		
Transfer of Contributed Property - Bills of Sale .....		

Nancy Steinmetz  
ISSUING OFFICER  
  
President  
TITLE

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 17.0
Service Availability Policy .....	24.0

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Service Company will invest in all off site facilities and will impose a main extension charge and a plant capacity charge as outlined in this tariff.

Nancy Steinmetz  
ISSUING OFFICER

President  
TITLE

STEINMETZ

BEGIN AT A POINT 1442.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER CONTY, FLORIDA; THENCE RUN S. 89° 59' 25" E., 1442.24 FEET; THENCE RUN S. 45° 03' 32" E., 49.56 FEET; THENCE RUN S. 00° 07' 42" E., 14.99 FEET; THENCE RUN S. 89° 59' 45" E., 14.99 FEET; THENCE RUN S. 45° 03' 32" E., 14.16 FEET; THENCE RUN S. 00° 07' 39" E., 1271.93 FEET; THENCE RUN S. 89° 55' 20" W., 661.67 FEET; THENCE RUN S. 00° 05' 52" E., 609.07 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 466; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING COURSES; N. 45° 43' 48" W., 96.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 26° 40' 29"; THENCE RUN ALONG THE ARC OF SAID CURVE 912.54 FEET SAID ARC HAVING A CHORD BEARING OF N. 59° 08' 15" W.; AND A CHORD DISTANCE OF 904.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN N. 00° 01' 25" E., 1411.10 FEET TO THE POINT OF BEGINNING.

