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**ROSE, SUNDBSTROM & BENTLEY, LLP**  
2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

090385-WU

FREDERICK L. ASCHAUER, JR.  
CHRIS H BENTLEY, P.A.  
ROBERT C. BRANNAN  
F. MARSHALL DETERDING  
JOHN R. JENKINS, P.A.  
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CHASITY H. O'STEEN  
WILLIAM E. SUNDBSTROM, P.A.  
DIANE D. TREMOR, P.A.  
JOHN L. WHARTON  
  
ROBERT M. C. ROSE (1924-2006)

(850) 877-6555  
FAX (850) 656-4029  
www.rsbatorneys.com

CENTRAL FLORIDA OFFICE  
SANLANDO CENTER  
2180 W. STATE ROAD 434, SUITE 2118  
LONGWOOD, FLORIDA 32779  
✓ (407) 830-6331  
FAX (407) 830-8522

REPLY TO CENTRAL FLORIDA OFFICE

July 24, 2009

HAND DELIVERY

MARTIN S. FRIEDMAN, P.A.  
CHRISTIAN W. MARCELLI  
BRIAN J. STREET

RECEIVED-FPSC  
09 JUL 24 AM 11:05  
COMMISSION  
CLERK

Ann Cole, Commission Clerk  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

RE: Docket No. 090385; Application for Authority to Transfer the Assets of Colina Bay Water Company, LLC and Certificate 632-W to Colina Recovery, Inc. in Lake County, Florida  
Our File No.: 44014.01

Dear Ms. Cole:

Enclosed for filing are the original and seven (7) copies of the Application of Colina Recovery, Inc., for Authority to Transfer Assets and Certificate No. 632-W of Colina Bay Water Company, LLC. Also enclosed is our firm's check in the amount of \$750.00 representing the appropriate filing fee.

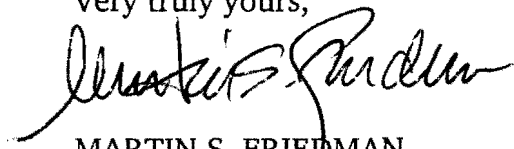
Should you have any questions regarding this filing, please do not hesitate to give me

a call. *tariffs forwarded*

- COM
- ECR
- GCL
- OPC
- RCP
- SSC
- SGA
- ADM
- CLK

MSF/tlc  
Enclosures

Very truly yours,



MARTIN S. FRIEDMAN  
For the Firm

cc: Mr. Rusty Mouton (w/enclosure) (via e-mail)  
Ms. Sarah Whitaker (w/enclosure) (via e-mail)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority )  
to Transfer the Assets of COLINA BAY )  
WATER COMPANY, LLC and Certificate. ) Docket No. -WU  
No. 632-W in Lake County, Florida to )  
COLINA RECOVERY, INC. )  
\_\_\_\_\_ )

APPLICATION OF COLINA RECOVERY, INC. FOR AUTHORITY  
TO TRANSFER ASSETS AND CERTIFICATE NO. 632-W

COLINA RECOVERY, INC., (hereinafter referred to as "Buyer"), by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and §367.071, Fla. Stat., files this Application for authority to transfer the water utility assets and Certificate No. 632-W to COLINA RECOVERY, INC. In support of this Application, Buyer states:

1. The complete name and address of the Certificate Holder is:

Colina Bay Water Company, LLC  
161 Eglinton Avenue East, Suite 600  
Toronto, Ontario M4P 1J5  
Canada

2. The complete name and address of the Buyer is:

Colina Recovery, Inc.  
104 S. Main Street  
Greenville, SC 29601

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

Martin S. Friedman, Esquire  
Rose, Sundstrom & Bentley, LLP

DOCUMENT NUMBER-DATE  
07544 JUL 24 8  
FPSC-COMMISSION CLERK

Sanlando Center  
2180 W. State Road 434, Suite 2118  
Longwood, Florida 32779  
TELEPHONE: (407) 830-6331  
FACSIMILE: (407) 830-8522  
E-MAIL: [mfriedman@rsbattorneys.com](mailto:mfriedman@rsbattorneys.com)

4. Buyer is a Florida corporation authorized to do business in Florida on May 13, 2009.

5. The names and addresses of Buyer's officers and directors are as follows:

James R. Gordon, President, Treasurer and Director  
William P. Crawford, Vice President, Secretary, and Director  
104 S. Main Street  
Greenville, SC 29601

6. Buyer, a holding company of Mercantile Bank, a division of Carolina First Bank, owns no other water utilities in Florida. Mercantile Bank was the lender for the development and water system who eventually foreclosed on the Colina Bay development and water system and who now seeks to have the certificate transferred to its holding company.

7. A copy of the Certificate of Title ("COT"), which includes the real and personal property of the Utility, as well as of the development, is attached hereto as Exhibit "A".

8. There are no customer deposits, guaranteed revenue contracts, developer agreements, or debt of the utility that must be disposed of in association with the transfer of the utility systems. The utility system has no customers.

9. The purchase was not financed, but the property was obtained through foreclosure of its Mortgage.

10. The transfer of the water facilities of Colina Bay to Buyer is in the public interest in that the former owners of Colina Bay ceased making payments on the loan from Mercantile Bank and Buyer obtained the utility system through foreclosure. The Buyer intends to transfer the water utility system to a person that will develop the residential community served by the water system.

With respect to the Buyer's technical and financial ability, once customers come onto the system, Buyer will hire competent personnel to manage and maintain the system.

For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. The Seller's water rates were last set in a rate case which culminated in Order No. PSC-06-0775-PAA-WU dated September 18, 2006. Based upon that Order, the water rate base as of September 18, 2006, was \$301,365.00.

12. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current transfer.

13. The books and records of the Seller are not available for inspection by the Commission since the property was obtained through foreclosure. However, this is a relatively new utility that has no customers, and such books and records are not necessary to set rate base.

14. Buyer will cooperate with the Florida Public Service Commission in providing any information necessary in order for the Commission to evaluate the Utility's rate base.

15. After reasonable investigation, the Buyer has determined that the systems being acquired appear to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

16. The real property upon which the water plant is located is among the assets acquired by Buyer and is among the real property described in the COT.

17. There are no outstanding regulatory assessment fees due. Buyer will be responsible for payment of all regulatory assessment's fees due for revenues received, if any, from the date of the Certificate of Title forward. No fines or refunds are owed.

18. The original and two (2) copies of revised Water Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "B".

19. Seller has been unable to locate Water Certificate No. 632-W and would note that the Commission no longer issues actual Certificates for water utilities.

20. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is attached hereto as Exhibit "C."

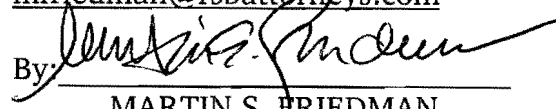
21. There are no customers, so notice of the Application to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is not necessary.

22. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "D".

23. The water system has the capacity to serve 73 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$750.00.

Respectfully submitted on this 23<sup>rd</sup> day  
of July, 2009, by:

ROSE, SUNDSTROM & BENTLEY, LLP  
Sanlando Center  
2180 W. State Road 434  
Suite 2118  
Longwood, FL 32779  
PHONE: (407) 830-6331  
FAX: (407) 830-8522  
[mfriedman@rsbattorneys.com](mailto:mfriedman@rsbattorneys.com)

By:   
MARTIN S. FRIEDMAN  
For the Firm

**EXHIBIT "A"**

**Certificate of Title**

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

CASE NO: 2008-CA-001952

**MERCANTILE BANK**, a division of Carolina  
First Bank,

Plaintiff,

v.

**COLINA BAY, LLC**, a Florida limited liability  
company, **SHELDON FENTON**, individually,  
**EDWARD A. NEAL**, individually, **COLINA  
BAY WATER COMPANY HOLDINGS, LLC**, a  
Florida limited liability company, **COLINA BAY  
WATER COMPANY, LLC**, a Florida limited  
liability company, **STATE ELECTRIC  
COMPANY, INC.**, a Florida corporation;  
**EXCEL ENGINEERING CONSULTANTS,  
LLC**, a Florida limited liability company and  
**CLEAN FUEL, LLC**, a Florida limited liability  
company, jointly and severally,

Defendants.

CFN 2009057342  
Bk 03775 Pgs 1319 - 1321; (3pgs)  
DATE: 05/28/2009 03:19:19 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 0.00  
DEED DDC 0.70

2009 MAY 28 AM 9:28  
CLERK OF CIRCUIT  
AND COUNTY COURT  
LAKE COUNTY  
TAVARES FLORIDA

**CERTIFICATE OF TITLE**

The undersigned Clerk of the Court certifies that he executed and filed a  
Certificate of Sale in this action on May 13, 2009, for the real property described herein  
and that no objections to the sale have been filed within the time allowed for filing  
objections.

The following real and personal property in Lake County, Florida:

**Real Property**

All of the lots and tracts comprising COLINA BAY, according to the plat  
thereof as recorded in Plat Book 60, Pages 34 through 38, Public Records  
of Lake County, Florida, **less and except** the following lots and tracts:

Tracts A, B, C, D, E and G and Lots 16, 24, 52, 53, 62, 63, 64, 65, 66, 68,  
69, 71 and 72. (Hereinafter the "Excluded Lots")

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is equivalent to the quality  
of the original document.



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**together with all improvements, hereditaments and tenements appertaining thereto.**

**Personal Property**  
**(Hereinafter "Personal Property")**

Any and all of the right, title and interest of Colina Bay, Colina Bay Water Holdings and Colina Bay Water existing in and/or relating to the Real Property and necessary for Mercantile and/or successor owner(s) to carry forward with the ongoing operation and development of the Real Property; which are not part and parcel of the Excluded Lots:

- a. all buildings and improvements now owned by Colina Bay, Colina Bay Water Holdings and Colina Bay Water erected on the Real Property;
- b. all fixtures, machinery, equipment and other articles of real, personal or mixed property now owned by Colina Bay, Colina Bay Water Holdings or Colina Bay Water attached to, situated or installed in or upon, or used in the operating or maintenance of, the Real Property or any buildings or improvements situated thereon owned by Colina Bay, Colina Bay Water Holdings or Colina Bay Water, whether or not such real, personal or mixed property is or shall be affixed to the Real Property;
- c. all building materials, building machinery and building equipment currently present on site at the Real Property received during the course of, or in connection with, any construction, repair or renovation of the buildings and improvements situated or to be situated thereon owned by Colina Bay, Colina Bay Water Holdings or Colina Bay Water;
- d. all licenses relating to and/or necessary for successor owner(s) to continue with the ongoing operation and development of all or any part of the Real Property and all extensions, renewals, and modifications thereof;
- e. all contract rights, relating to the ongoing operation and development of the Real Property or the use, occupancy, maintenance, construction, repair or operation thereof; including all management agreements, franchise agreements, utility agreements and deposits; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals;
- f. all estates, rights, tenements, hereditaments, privileges, easements, and appurtenances of any kind benefiting and running with the Real Property; all means of access to and from the Real Property, whether public or private; and all water and mineral rights; and

# 2521221 v1

- g. the right to use the name Colina Bay in connection with the ongoing operation and development of the Real Property.

was sold to COLINA RECOVERY, INC., c/o Russel L. Mouton, II, Senior Vice-President, Commercial Real Estate, Mercantile Bank, 1560 North Orange Avenue, Suite 300, Orlando, Florida 32789 ("Colina Recovery"), as assignee from Mercantile Bank, a division of Carolina First Bank.

WITNESS my hand and the seal of this Court this 28 day of May, 2009.

NEIL KELLY  
Clerk of the Circuit Court  
Lake County, Florida

(Seal)

By:   
Deputy Clerk

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail delivery to JOHN M. BRENNAN, ESQ., GrayRobinson, P.A., Post Office Box 3068, Orlando, Florida 32802-3068 (*Attorneys for Plaintiff, Mercantile Bank*) and MARC P. OSSINSKY, ESQ., Ossinsky & Cathcart, P.A., 2699 Lee Road, Ste. 101, Winter Park, Florida 32789 (*Attorneys for Defendants, Colina Bay, LLC, Colina Bay Water Company Holdings, LLC, Colina Bay Water Company, LLC, Sheldon C. Fenton and Edward A. Neal*), this 28 day of May, 2009.

NEIL KELLY  
As Clerk of the Circuit Court  
Lake County, Florida

(Seal)

By:   
As Deputy Clerk

# 2521221 v1

WATER TARIFF

COLINA RECOVERY, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

COLINA RECOVERY, INC.  
NAME OF COMPANY

104 South Main Street

Greenville, SC 29601  
(ADDRESS OF COMPANY)

(407) 622-3526  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

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Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 632-N

COUNTY - Lake

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-06-0775-PAA-WU	09/18/06	060139-WU	Original Transfer

(Continued to Sheet No. 3.1)

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

That part of Sections 14 and 23, Township 22 South, Range 26 East, Lake County, Florida, lying North of County Road No. 455 and South of the Centerline of the abandoned Seaboard air line railroad right-of-way being described as follows:

Commence at the East 1/4 corner of Section 23, Township 22 South, Range 26 East; then run N00°36'58"E, along the East boundary of said section 23, 793.00 feet; thence run N89°23'02"W, 1012.00 feet to a line 1012.00 feet West of when measured perpendicular to the east line of said Section 23; thence run N00°36'58"W along said line, 41.36 feet to the point of beginning; said point being at the Southwest corner of tract "A", Gourd Neck Springs, according to the plat thereof as recorded in Plat Book 34, Pages 51 and 52 being a point on the Northerly right-of-way line of Winter Road; thence continue

N00°36'58"E along said line 1012.00 feet West of when measured perpendicular to the East line of said Section 23, also being the West line of aforesaid Gourd Neck Springs, 1853.23 feet to the North line of the Northeast 1/4 of said section 23, extended into the waters of Lake Apopka; thence N89°33'10"W along said North line of the Northeast 1/4, 1640.42 feet to the North 1/4 corner of said Section 23, said North 1/4 corner also being the South 1/4 corner of said Section 14, Township 22 South, Range 26 East, Lake County, Florida; thence run N00°31'20"E along the mid-section line of said Section 14, 33.72 feet to a point on the centerline of the abandoned Seaboard Air Line right-of-way thence N75°58'03"W, along said right-of-way centerline, 135.74 feet; thence run N76°01'03"W along said right-of-way centerline, 1265.03 feet to the point of curvature of a curve concave northerly and having a radius of 1160.92 feet; thence westerly along the arc of said curve and said right-of-way centerline through a central angle 18°36'33", an arc distance of 377.06 feet, a chord bearing of N66°42'46"W and a chord distance of 375.40 feet, to a point on the northerly right-of-way of County Road 455 per Sunshine State Parkway right-of-way map and a point on a non-tangent curve, said curve concave northeasterly and having a radius of 1095.92 feet; thence run southeasterly along the arc of said curve and said northerly right-of-way line through a central angle of 15°20'50", an arc.

Distance of 293.55 feet, a chord bearing of S38°56'07"E and a chord distance of 292.68 feet to a point of tangency; thence run S46°36'32"E along said northerly right-of-way line, 1438.33 feet to a point of curvature of a curve concave northeasterly and having a radius of 1095.92 feet; thence easterly along the arc of said curve and said northerly right-of-way line through a central angle of 19°57'28", an arc distance of 381.74 feet, a chord bearing of S56°35'16"E and a chord distance of 379.81 feet to a point on a non-tangent line; thence run S23°26'00"W, 25.00 feet to a point on the northerly right-of-way line of County Road Old Highway 50 per County Road Old 50 right-of-way survey and maintenance right-of-way map dated January 26, 2001, Lake County Public Works; thence run S66°14'54"E along said northerly right-of-way line, 165.22 feet; thence run S66°39'32"E along said northerly right-of-way line, 1103.97 feet to the point of curvature of a curve concave southwesterly and having a radius of 979.93 feet; thence southeasterly along the arc of said curve and said northerly right-of-way line through a central angle of 25°42'25", an arc distance of 439.67 feet, a chord bearing of S53°48'19"E and a chord distance of 435.99 feet to a point on a non-tangent line; thence run N49°26'40"W, 64.68 feet; thence run N70°18'50"E, 50.00 feet to a point on the northerly right-of-way line of winter road per Florida Turnpike right-of-way map said point also being on a non-tangent curve easterly and having a radius of 910.50 feet; thence run southerly along the arc of said curve and said northerly right-of-way line through a central angle of 12°57'24", a chord bearing of S26°09'54"E and a chord distance of 205.46 feet to the point of compound curvature of a curve concave northerly having a radius of 117.00 feet; thence run easterly along the arc of said curve and said northerly right-of-way line through a central angle of 49°51'49", an arc distance of 101.82 feet, a chord bearing of S57°34'35"E and a chord distance of 98.64 feet to the point of beginning.

Contains 73.75 acres more or less.

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
 TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Colina Bay	RS, GS	12.0, 13.0

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE



NAME OF COMPANY COLINA RECOVERY, 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 Colina Recovery, 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)

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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.

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

Russel L. Mouton, II  
 ISSUING OFFICER  
Senior Vice President  
 TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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)

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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 the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

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

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

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

(Continued on Sheet No. 9.0)

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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 to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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 spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE



NAME OF COMPANY COLINA RECOVERY, 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

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

Base Facility Charge	
Meter Size	
5/8" x 3/4"	\$31.36
1"	78.40
Charge per 1,000 gallons	7.49

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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 - Monthly
- RATE -
 

Base Facility Charge	
Meter Size	
5/8" x 3/4"	\$31.36
1"	78.40
Charge per 1,000 gallons	7.49

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Russel L. Mouton, II  
 ISSUING OFFICER  
Senior Vice President  
 TITLE

NAME OF COMPANY COLINA RECOVERY, 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"	<u>\$200.00</u>	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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 require multiple actions.

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Fee	\$ <u>5.00</u>

EFFECTIVE DATE -TYPE OF FILING - Transfer

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service.....	\$	
1" metered service.....	\$	
1 1/2" metered service.....	\$	
2" metered service.....	\$	
Over 2" metered service.....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ GPD).....	\$	
All others-per gallon/month.....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ GPD).....	\$	
All others-per gallon/month.....	\$	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD).....	\$2,900.00	
All others-per gallon.....	\$	
or		
Residential-per lot ( __ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$155.00	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD).....	\$9,900.00	
All others-per gallon.....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD).....	\$	
All others-per gallon.....	\$	

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

EFFECTIVE DATE -

TYPE OF FILING -Transfer

Russel L. Mouton, II  
 ISSUING OFFICER  
Senior Vice President  
 TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

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

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE



NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

---

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

---

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

**Sample Application Form**

Name \_\_\_\_\_

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

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

City

State

Zip

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

City

State

Zip

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

Service requested:

Water \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

---

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

---

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
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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 .....		

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, 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

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE

NAME OF COMPANY COLINA RECOVERY, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

Developer shall construct and contribute to the Company all on-site water distribution systems required to serve the Developer's property, and those off-site water distribution systems to connect to the Company's existing water distribution system. If the off-site systems can serve areas other than Developer, Company may require that they be oversized to enable service to be provided to other territory, in which case, for a period of seven years, so much of the cost that exceeds the hydraulic share of Developer will be refunded as others connect to the oversized systems.

Russel L. Mouton, II  
ISSUING OFFICER  
Senior Vice President  
TITLE



**AFFIDAVIT OF MAILING**

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TRINA COLLINS, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Colina Recovery, Inc., and that on the \_\_\_\_\_ of \_\_\_\_\_, 2009, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
TRINA COLLINS

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Trina Collins, who is personally known to me or who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC - State of Florida

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT "C"**

WILL BE LATE FILED

(Affidavit of Mailing)

**EXHIBIT "D"**

**WILL BE LATE FILED**

**(Affidavit of Publication)**