

FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR COMPLETING
INFORMATION PACKAGE TO COMPLY WITH
RULE 25-30.034, FLORIDA ADMINISTRATIVE CODE
FOR A UTILITY IN EXISTENCE AND CHARGING RATES

(Section 367.045, Florida Statutes)

FILED
10 NOV 16 PM 1:38
CLERK

100442-SU

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs (850) 413-6900.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
3. Notarize the completed application form.
4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
5. The **original and five copies** of the completed application and attached exhibits; **one copy** of each territory and system map; the **original and two copies** of proposed tariff(s); and the proper filing fee should be mailed to:

DOCUMENT NUMBER: 0000
9465 NOV 16 2
FPSC-COMMISSION/CLERK

COM _____
 APA _____
 ECR 3
 GCL 1
 RAD _____
 SSC _____
 ADM _____
 OPC _____
 CLK Nonnye

Office of Commission Clerk
 Florida Public Service Commission
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0854

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.
 Date of person who forwarded check



* Only 4 copies were received by the Clerk's Office.
 - DM

INFORMATION PACKAGE TO COMPLY WITH
RULE 25-30.034, FLORIDA ADMINISTRATIVE CODE
FOR A UTILITY IN EXISTENCE AND CHARGING RATES
(Pursuant to Section 367.045, Florida Statutes)

To: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

The undersigned hereby wishes to comply with Rule 25-30.034,
Florida Administrative Code for original certificate(s) to operate
a water N/A and/or wastewater X utility in BREVARD
_____ County, Florida, and submits the following information:

PART I **APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address
and telephone number of the applicant:

TKCB

Name of utility

(321) 631-8440 (321) 639-1134

Phone No.

Fax No.

5600 North Cocoa Blvd.

Office street address

Cocoa FL 32927

City

State

Zip Code

Mailing address if different from street address

Internet address if applicable

B) The name, address and telephone number of the person to
contact concerning this application:

Jerry W. Padrick (321) 639-1273 / 321-508-4714

Name

Phone No.

4220 Temple St

Street address

Cocoa FL 32926

City

State

Zip Code

C) Indicate the organizational character of the applicant:
(circle one)

Corporation Partnership Sole Proprietorship

Other _____
(Specify)

D) If the applicant is a corporation, list names, titles and addresses of corporate officers, directors. (Use additional sheet if necessary.)

Thad A. Terry President
Thad A Terry Jr. Director

E) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II SYSTEM INFORMATION

A) **WATER**

(1) Exhibit _____ - A statement describing the proposed types(s) of water service to be provided (i.e., potable, non-potable or both).

(2) Exhibit _____ - A schedule showing the number of customers currently being served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(3) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by the DEP to issue permits:

(4) Indicate when the water utility system was

established.

-
- (5) Exhibit _____ - Evidence that the utility owns the land where the water facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

- (1) Exhibit _____ - A schedule showing the number of customers by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (2) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

FLA010353-003 1984/JAN/1 on line

- (3) Indicate when the wastewater utility system was established.

1983

- (4) Exhibit _____ - Evidence that the utility owns the land where the wastewater facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

PART III FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit _____ - A statement regarding the financial and technical ability of the applicant to continue to provide service.

- B) Exhibit _____ - A statement explaining how and why the applicant began providing water and/or wastewater service prior to obtaining a PSC certificate.

PART IV RATES AND TARIFFS

- A) Exhibit _____ - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit _____ - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. **Sample tariffs are enclosed with the application package.**

PART V TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit _____ - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving. If the water and wastewater service territories are different, provide separate descriptions.

Exhibit _____ - If the applicant is requesting territory not serviced at the time of the application provide the following:

- (1) A statement showing the need for service in the proposed area;
- (2) A statement that, to the best of the applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed. Or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.

B) **TERRITORY MAPS**

Exhibit _____ - One copy of an official county tax

assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit _____ - One copy of detailed map(s) showing existing lines, facilities and the territory being served. **Additionally, any requested territory not served at the time of application shall be specifically identified.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

PART VI NOTICE OF ACTUAL APPLICATION

A) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;

- (6) the Public Service Commission's Office of Commission Clerk;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT

- B) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit _____ - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$_____ (for water) and/or \$_____ (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is as follows:

- (1) For applications in which the utility has the capacity to serve up to 500 ERCs, the filing fee shall be **\$750.**
- (2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs the filing fee shall be **\$1,500.**

- (3) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs the filing fee shall be **\$2,250**.
- (4) For applications in which the utility has the capacity to serve more than 4,000 ERCs the filing fee shall be **\$3,000**.

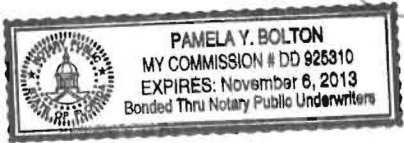
PART VIII AFFIDAVIT

I Thad A. Terry (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: [Signature]
Applicant's Signature
Thad A. Terry
Applicant's Name (Typed)
President
Applicant's Title *

Subscribed and sworn to before me this 15th day of November, 2010 by Thad A. Terry who is personally known to me _____ or produced identification _____

Type of Identification Produced _____
[Signature]
Notary Public's Signature



Pamela Y. Bolton
Print, Type or Stamp Commissioned Name of Notary Public

* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

State of Florida



Department of State

I certify from the records of this office that SUN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on July 19, 1983.

The document number of this corporation is 769458.

I further certify that said corporation has paid all fees due this office through December 31, 2006, that its most recent annual report/uniform business report was filed on May 1, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of May, 2006



CR2EQ22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State



5600 North Cocoa Boulevard
Cocoa, FL 32927
Phone: 321/631-8440
Fax: 321/639-1134

November 9, 2010

RE: TKCB Inc. Financial Ability

TKCB Inc. has been active since 1984. Our financial position has always been stable & all our bills have been paid on time.

Our book keeper / office assistant has 28 years of experience and keeps the company up to date with our financial position.

With reference to our sewer plant at Sun Lake Estates, we have a very knowledgeable plant operator who keeps the company advised in any problems that may occur and immediately corrects them. This in itself has made the company solvent.

In the future our company will continue to have the necessary funds & management to keep the sewer plant operating properly as it has in the past.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thad A. Terry', written over a horizontal line.

Thad A. Terry
President



5600 North Cocoa Boulevard
Cocoa, FL 32927
Phone: 321/631-8440
Fax: 321/639-1134

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

October 21, 2010,

RE:Sewer Plant
Located at Sunlake Village
616 Emerald Lake Drive
Cocoa, FL 32926

To Whom It May Concern:

When the construction of the sewer plant at Sunlake Estates (Now Sunlake Village) was complete in 1983, an agreement was made between the City of Cocoa Customer Service Department and Sun Lake Estates. The agreement allowed the city to collect sewer fees for a particular amount in conjunction with the water bills. Our company was never advised that we should contact the Florida Public Service Commission until we inquired about an increase in sewer fees.

Thank you,



Thad A. Terry
President

Contract No. _____

SECURITY AGREEMENT (GENERAL)

Sun Lake Estates Homeowner Association, Inc., a Florida not-for-profit corp. (and if more
[Name(s) of Borrower(s)]

(than one, each of them jointly and severally), hereinafter called "Borrower", of _____ [No. and Street] _____ [City]

_____ [County] _____ [State]

TKCB, Inc., a Florida Corporation _____ Florida,

hereinafter called "Secured Party", a security interest in the following property: See Exhibit "A" Attached Hereto
and Incorporated Herein.

together with all accessories, parts, equipment and accessions now attached to or used in connection therewith or which may hereafter at any time be placed in or added to the above-described property, and also any and all replacements of any such property (all of which is hereinafter called "Collateral"), to secure the payment of that certain indebtedness evidenced by a promissory note or notes executed by Borrower in the amount of FOUR HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY TWO AND NO/100 Dollars (\$401,892.00), of even date herewith, and any and all extensions or renewals thereof, and any and all other liabilities or obligations of the Borrower to the Secured Party, direct or indirect, absolute or contingent, now existing or hereafter arising, now due or hereafter to become due (all hereinafter called the "Obligations").

Borrower hereby warrants and agrees that:

1. The Collateral is acquired or used primarily for: personal, family or household purposes; business use; or farming operations; and, if checked here , is being acquired with the proceeds of the loan provided for in or secured by this agreement, and the Secured Party may disburse such proceeds or any part thereof directly to the seller of the Collateral.

2. The Collateral will be kept at _____ [No. and Street] _____ [City] _____ [County] _____ [State] or if left blank, at the address shown at the beginning of this agreement; Borrower will promptly notify Secured Party of any change in the location of the Collateral within said state; and Borrower will not remove the Collateral from said state without the written consent of Secured Party.

3. If the Collateral is acquired or used primarily for personal, family or household purposes, or for farming operations use, Borrower's residence in Florida is that shown at the beginning of this agreement and Borrower will immediately notify Secured Party of any change in the location of said residence.

4. If the Collateral is to be attached to real estate, a description of the real estate, located in Brevard County, Florida, is as follows: See Exhibit "B" Attached Hereto and Incorporated Herein.

and the name of the known owner is: Secured Party; and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Borrower will, on demand of Secured Party, furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the Collateral that is prior to Secured Party's interest.

5. If the Collateral is acquired or used primarily for business use and is of a type normally used in more than one state, whether or not so used, and Borrower has a place of Business in more than one state, the chief place of business of Borrower is: _____ [No. and Street]

_____ [City] _____ [County] _____ [State] _____ or,

if left blank, is that shown at the beginning of this agreement, and Borrower will immediately notify Secured Party in writing of any change in Borrower's chief place of business; and if certificates of title are issued or outstanding with respect to any of the Collateral, Borrower will cause the interest of Secured Party to be properly noted thereon.

6. Except for the security interest granted hereby, Borrower is the owner of the Collateral free from any adverse lien, security interest, or encumbrance; and Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

7. No Financing Statement covering any Collateral or any proceeds thereof is on file in any public office; Borrower authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a Financing Statement signed only by the Secured Party describing the Collateral. In the same manner as it is described herein; and from time to time at the request of Secured Party, execute one or more Financing Statements and such other documents (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Secured Party) and do such other acts and things, all as the Secured Party may request to establish and maintain a valid security interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the Obligations, including, without limitation, deposit with Secured Party of any certificate of title issuable with respect to any of the Collateral and notation thereon of the security interest hereunder.

Jim Ford, C.F.A.
Property Appraiser
Brevard County, FL



Property
Research



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General Parcel Information for 24-35-01-00-00001.0-0000.00

Parcel Id:	24-35-01-00-00001.0-0000.00	Map: Ortho	Aerial	Millage Code:	1400	Exemption:		Use Code:	9170
* Site Address:	616 EMERALD LAKE DR SWRPLN, COCOA 32926							Tax Acct:	2400270

* Site address information is assigned by the Brevard County Address Assignment Office for E9-1-1 purposes; this information may not reflect community location of property

Tax information is available at the [Brevard County Tax Collector's web site](#)
 (Select the back button to return to the Property Appraiser's web site)

Owner Information

Owner Name:	TKCB INC
Second Name:	
Mailing Address:	5600 NORTH COCOA BLVD
City, State, Zipcode:	COCOA, FL 32927

Abbreviated Description

Sub Name:	NW 1/4 OF NE 1/4 & S 1/2 OF NE 1/4 EX RD R/W, PB 31 PG 26, PB 31 PG 54 & ORB 2977 PG 4237
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Value Summary

	2008	2009	2010
* Market Value Total:	\$475,630	\$376,660	\$376,660
Agricultural Market Value:	\$0	\$0	\$0
Assessed Value Non-School:	\$475,630	\$376,660	\$376,660
Assessed Value School:	\$475,630	\$376,660	\$376,660
** Homestead Exemption:	\$0	\$0	\$0
** Additional Homestead:	\$0	\$0	\$0
** Other Exemptions:	\$0	\$0	\$0
*** Taxable Value Non-School:	\$475,630	\$376,660	\$376,660
*** Taxable Value School:	\$475,630	\$376,660	\$376,660

Land Information

Acres:	58.16
Site Code:	0

* This is the value established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

** Exemptions as reflected on the Value Summary table are applicable for the year shown and may or may not be applicable if an owner change has occurred

*** The additional exemption does not apply when calculating taxable value for school districts pursuant to amendment 1

Sales Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	*** Sales Screening Code	*** Sales Screening Source	Physical Change	Vacant/Improved
2475/1959	12/1983	\$402,700	WD				V
2475/1958	12/1983	\$100	WD				V
2394/0554	10/1982	\$250,000	WD				V

*** Sales Screening Codes and Sources are from analysis by the Property Appraiser's staff. They have no bearing on the prior or potential marketability of the property.

Extra Feature Information

Extra Feature Description	Units
TREATMENT PLANT	135000

Proposed Taxes 2010

Taxing Authorities	Taxes Billed
Ad Valorem	
County	\$1,897.42
School	\$2,882.58
City and/or MSTU	\$1,082.25
Water Management	\$156.62
SP District	\$12.99
Debt Payment	\$70.59
Total Ad Valorem	\$6,102.45

Rollback Taxes 2010

Taxing Authorities	Taxes Billed
Ad Valorem	
County	\$1,897.42
School	\$3,305.95
City and/or MSTU	\$1,082.25
Water Management	\$177.03
SP District	\$14.99
Debt Payment	\$70.59
Total Ad Valorem	\$6,548.23

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LISA CULLEN, CFC

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BREVARD COUNTY TAX COLLECTOR

Reminder REAL ESTATE 2009 2400270.0000

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
2400270		SEE BELOW	SEE BELOW	SEE BELOW	1400



TKCB INC
TKCB INC
5600 NORTH COCOA BLVD
COCO FL

24 350100 1
616 EMERALD LAKE DR
COCO
NW 1/4 OF NE 1/4 & S 1/2 OF
NE 1/4 EX RD R/W, PB 31 PG 26,
PB 31 PG 54 & ORB 2977 PG 4237

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.7161	475,630		475,630	1,767.49
BREVARD LIBRARY DISTRICT	.4421	475,630		475,630	210.28
BREVARD MOSQUITO CONTROL	.1589	475,630		475,630	75.58
TI-CO AIRPORT AUTHORITY		475,630		475,630	
SCHOOL - BY STATE LAW	5.1890	475,630		475,630	2,468.04
SCHOOL - BY LOCAL BOARD	.9980	475,630		475,630	474.68
SCHOOL - CAPITAL OUTLAY	1.5000	475,630		475,630	713.45
FIRE CONTROL MSTU	.6187	475,630		475,630	294.27
REC DIST 1 MSTU INCL TITUS	.4650	475,630		475,630	221.17
LAW ENFORCEMENT MSTU	1.0013	475,630		475,630	476.25
ROAD & BRIDGE DIST 1 MSTU	.4005	475,630		475,630	190.49
ST JOHNS RIVER WATER MGMT DST	.4158	475,630		475,630	197.77
FLA INLAND NAVIGATION DIST	.0345	475,630		475,630	16.41
ENV END LD/WTR LTD 05-24	.0311	475,630		475,630	14.79
ENV END LD/WTR LTD(DBTP) 05-24	.0988	475,630		475,630	46.99
ENV END LAND ACQ (DBTP) 91-10	.0420	475,630		475,630	19.98
ENV ENDANG LD ACQ 91-10	.0321	475,630		475,630	15.27
TOTAL MILLAGE	15.1439		AD VALOREM TAXES		\$7,202.91

RETAIN THIS PORTION FOR YOUR RECORDS OR RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE IF YOU WANT A VALIDATED RECEIPT

NON-AD VALOREM ASSESSMENTS		AMOUNT
LEVYING AUTHORITY	RATE	
Y158 SOLID WASTE DISPOSAL		164.51
Y159 STORMWATER DIST 1		437.78
PAY ONLY ONE AMOUNT IN BOXES BELOW		
		NON-AD VALOREM ASSESSMENTS
		\$602.29

COMBINED TAXES AND ASSESSMENTS	\$7,805.20	See reverse side for important information
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Mar 31 2010 7,805.20	Apr 30 2010 8,039.36	INCLUDES ADVERTISING	May 28 2010 8,052.36	CERTIFICATE SOLD ON	05/28/2010 AT 5:00 P.M.
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LISA CULLEN, CFC

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BREVARD COUNTY TAX COLLECTOR

Reminder REAL ESTATE 2009 2400270.0000

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
2400270		SEE ABOVE	SEE ABOVE	SEE ABOVE	1400

TKCB INC
TKCB INC
5600 NORTH COCOA BLVD
COCO FL

24 350100 1
616 EMERALD LAKE DR
COCO
NW 1/4 OF NE 1/4 & S 1/2 OF
NE 1/4 EX RD R/W, PB 31 PG 26,
PB 31 PG 54 & ORB 2977 PG 4237

RETURN WITH PAYMENT

PLEASE PAY IN U.S. FUNDS THRU U.S. BANK TO BREVARD COUNTY TAX COLLECTOR • P.O. BOX 2020 • TITUSVILLE, FL 32781-2020

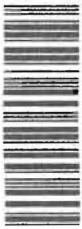
Mar 31 2010 7,805.20	Apr 30 2010 8,039.36	INCLUDES ADVERTISING	May 28 2010 8,052.36	CERTIFICATE SOLD ON	05/28/2010 AT 5:00 P.M.
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LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2009

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
2400270		SEE BELOW	SEE BELOW	SEE BELOW	1400



1 - 269

TKCB INC
PO BOX 430
SHARPES FL 32959-0430



24 350100 1
616 EMERALD LAKE DR
COCOA
NW 1/4 OF NE 1/4 & S 1/2 OF
See Tax Roll for extra legal.

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.7161	475,630		475,630	1,767.49
BREVARD LIBRARY DISTRICT	.4421	475,630		475,630	210.28
BREVARD MOSQUITO CONTROL	.1589	475,630		475,630	75.58
TI-CO AIRPORT AUTHORITY		475,630		475,630	
SCHOOL - BY STATE LAW	5.1890	475,630		475,630	2,468.04
SCHOOL - BY LOCAL BOARD	.9980	475,630		475,630	474.68
SCHOOL - CAPITAL OUTLAY	1.5000	475,630		475,630	713.45
FIRE CONTROL MSTU	.6187	475,630		475,630	294.27
REC DIST 1 MSTU INCL TITUS	.4650	475,630		475,630	221.17
LAW ENFORCEMENT MSTU	1.0013	475,630		475,630	476.25
ROAD & BRIDGE DIST 1 MSTU	.4005	475,630		475,630	190.49
ST JOHNS RIVER WATER MGMT DST	.4158	475,630		475,630	197.77
FLA INLAND NAVIGATION DIST	.0345	475,630		475,630	16.41
ENV END LD/WTR LTD 05-24	.0311	475,630		475,630	14.79
ENV END LD/WTR LTD (DBTP) 05-24	.0988	475,630		475,630	46.99
ENV END LAND ACQ (DBTP) 91-10	.0420	475,630		475,630	19.98
ENV ENDANG LD ACQ 91-10	.0321	475,630		475,630	15.27
TOTAL MILLAGE	15.1439		AD VALOREM TAXES		\$7,202.91

RETAIN THIS PORTION FOR YOUR RECORDS OR RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE IF YOU WANT A VALIDATED RECEIPT

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
Y158 SOLID WASTE DISPOSAL		164.51
Y159 STORMWATER DIST 1		437.78

PAY ONLY ONE AMOUNT IN BOXES BELOW

NON-AD VALOREM ASSESSMENTS \$602.29

COMBINED TAXES AND ASSESSMENTS \$7,805.20 See reverse side for important information

IF PAID BY:	Nov 30 2009	Dec 31 2009	Jan 31 2010	Feb 28 2010	Mar 31 2010
	7,492.99	7,571.04	7,649.10	7,727.15	7,805.20

LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2009

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
2400270		SEE ABOVE	SEE ABOVE	SEE ABOVE	1400

RETURN THIS PART

RETURN WITH PAYMENT

TKCB INC
P O BOX 430
SHARPES FL 32959-0430

24 350100 1
616 EMERALD LAKE DR
COCOA
NW 1/4 OF NE 1/4 & S 1/2 OF
See Tax Roll for extra legal.

PLEASE PAY IN U.S. FUNDS THRU U.S. BANK TO BREVARD COUNTY TAX COLLECTOR • P.O. BOX 2020 • TITUSVILLE, FL 32781-2020

IF PAID BY:	Nov 30 2009	Dec 31 2009	Jan 31 2010	Feb 28 2010	Mar 31 2010
	7,492.99	7,571.04	7,649.10	7,727.15	7,805.20

0000000000 0000780520 0000024002700000 0001 6

2/1/93

SEWER RATES FOR SUNLAKE

SUNLAKE.WK2

M	Sewer
0	12.50
1	14.48
2	16.46
3	18.44
4	20.42
5	22.40
6	24.38
7	26.36
8	28.34
9	30.32
10	32.30
11	34.28
12	36.26

** PLEASE NOTE **

Per the Sunlake Homeowners Association:

Effective:

08/01/92 Base Rate = \$12.50	Per Gal = .66	Maximum = 12M
11/01/92 Base Rate = \$12.50	Per Gal = 1.32	Maximum = 12M
02/01/93 Base Rate = \$12.50	Per Gal = 1.98	Maximum = 12M
05/01/93 Base Rate = \$12.50	Per Gal = 2.65	Maximum = 12M

BROWN, SALZMAN, WEISS & GARGANESE, P.A.

Attorneys at Law

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Cocoa & Viera

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Jeffrey P. Buak^o
John U. Biedenharn, Jr.
Joseph E. Blich
Douglas Lambert
Katherine Latorre
Michelle A. Reddin

*Board Certified Civil Trial Lawyer
^oBoard Certified Business Litigation Lawyer
^oBoard Certified City, County & Local Government Law

November 24, 2003

Erin J. O'Leary
Of Counsel

Thad A. Terry
Sun Lake Estates Homeowners Association, Inc.
5600 North US 1
Cocoa, FL 32927

**Re: Agreement - Sun Lake Estates Homeowners Association, Inc.
Utility Fee Collection
City of Cocoa - Utilities
Our File No.: 1263**


Dear Mr. Terry:

Our firm has the pleasure of serving as City Attorneys for the City of Cocoa. In that regard and as you are aware, the City of Cocoa has been collecting charges for the Sun Lake Estates utility services for some time. This arrangement has been working to the satisfaction of the City, however, we are required to reduce such matters to writing.

Please find enclosed herewith, for your review and comment, an agreement which formalizes the terms and understandings between the City of Cocoa and Sun Lake Estates Homeowners Association, Inc. If this agreement meets with the associations satisfaction, please execute the same and return it to my attention. Subsequently, we will forward it to the City Council for review and execution. After all parties have executed the agreement, we will forward you a copy for your file.

If you have any questions regarding this matter, please do not hesitate to contact our offices.

Very truly yours,


Jeffrey P. Buak, Esquire

JPB/jdw

Enclosure: Agreement

cc: cc: Micki Abdi, Customer Service Manager (w/out encls.)

G:\Docs\City of Cocoa\Utilities\Correspondence\Sun_Lake_Ltr112403.wpd

AGREEMENT

THIS AGREEMENT, made and entered into on the last date entered below, by and between the **CITY OF COCOA**, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Cocoa", and **SUN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation hereinafter referred to as "Sun Lake".

WITNESSETH:

WHEREAS, Sun Lake currently owns and operates a sanitary sewage treatment system for the residents of Sun Lake a manufactured housing subdivision within central Brevard County, Florida; and

WHEREAS, Cocoa currently owns and operates a water works supply and transmission system within central Brevard County, Florida for the purpose of furnishing water to its customers, including customers located in Sun Lake subdivision; and

WHEREAS, Cocoa has the capability and facilities to economically bill and collect deposits and service charges from customers of Sun Lake; and

WHEREAS, Sun Lake desires to enter into an agreement with Cocoa to provide for the collection of sanitary sewer service charges from its customers located within the Sun Lake subdivision; and

WHEREAS, execution of this Agreement will mutually benefit the parties and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledge by the parties hereto, it is mutually agreed as follows:

1. Recitals.

Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. Collection of Charges.

Cocoa hereby agrees to collect all deposits and sewer charges due from Sun Lake customers in the Sun Lake subdivision. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Cocoa in consultation with Sun Lake. A set of current policies and procedures to be utilized by Cocoa in the collection of said accounts is attached hereto as **Exhibit "A"** and made a part hereof by this

reference. Cocoa reserves the right to unilaterally amend the policies and procedures contained in Exhibit "A" however, Cocoa agrees to provide Sun Lake a copy of any amendments to such policies and procedures at least thirty (30) days prior to the date of implementation of the same. In the event of any conflict between the policies and procedures attached hereto as **Exhibit "A"** or any amendment thereto and the terms of this Agreement, the terms of this Agreement shall control. All sewer charges for Sun Lake sanitary sewer service shall be separately itemized and included on monthly water bills issued by Cocoa to its customers, or, if said person is not on Cocoa water, by separate monthly billing prepared by Cocoa for said purpose.

3. Service fee.

In consideration of the services to be provided and performed by Cocoa, Sun Lake agrees to pay to Cocoa an amount per customer account computed as follows: For sanitary sewer service, a flat fee of \$0.85 per month, per account billed.

It is hereby agreed and understood that Cocoa retains the right to change the billing rate hereinabove set forth; provided, however, that in no event shall Sun Lake be liable for any increase in said billing rate except upon written notice thereof to be provided at least sixty (60) days prior to the effective date of said increase.

4. Customer List/Rates/Deposits.

Sun Lake shall furnish to Cocoa a list of all customers to be billed by Cocoa together with the billing rate applicable thereto. The initial billing rate is set forth in the schedule of rates attached hereto as **Exhibit "B"** and incorporated herein by this reference. In no event shall Cocoa charge or assess any rate, fee, charge or penalty to any customer unless specifically set forth in **Exhibit "B"** as may be amended, or as may otherwise be provided herein. In consideration of the requirements of Chapter 180, Florida Statutes, regarding notice of change of utility rates, Sun Lake agrees to provide to Cocoa written notice of any changes in said rates at least sixty (60) days prior to the effective date thereof and to be solely responsible for all costs incurred by the City and attributable to providing notice of the new rate schedule. Cocoa shall remit the proceeds of the collections less the service fee from the monthly service charges and arrears to the Sun Lake, c/o Thad A. Terry, President, at least monthly no later than the 15th day of each month following receipt of same.

Cocoa shall maintain a strict accounting of all deposits and the amount due each customer. Cocoa shall provide the following reports monthly to Sun Lake:

- A. Receivables report; and
- B. Billing register.

plus such additional information requested in writing by Sun Lake or its authorized representative

In the event of partial payments of bills by customers utilizing both Cocoa water and Sun

Lake sanitary sewerage, all amounts received shall be applied first to delinquent billings and then to current charges in the following order: Cocoa water and service charges, hydrant service charge, and Sun Lake sewerage and other Sun Lake charges.

5. Billing Adjustments.

Normal billing adjustments to customer accounts shall be made by Cocoa without prior approval by Sun Lake, in accordance with the "Adjustments - Classification and Use" section set forth in **Exhibit "A"**.

Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments set forth in **Exhibit "A"** shall be made by Cocoa solely upon written notification from Sun Lake or its designated representative.

6. Disconnect/Interrupt Service; Indemnification; Collection.

Cocoa hereby agrees to disconnect or interrupt water service to property subject of this Agreement for nonpayment of Sun Lake sanitary sewerage service charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of water service solely for nonpayment of Sun Lake sanitary sewerage service charges shall be made by Cocoa without prior approval by Sun Lake.

In addition to the foregoing, Cocoa may at its discretion employ the services of a third-party collection agency for the collection of any delinquent account. Any costs incurred through the employment of such collection agency shall be borne solely by the delinquent customer, and is to be collected prior to reconnection of any utility service contemplated hereunder.

In the event any suit or cause of action is brought seeking to enjoin Cocoa from discontinuing or interrupting water service, or seeking to recover damages against Cocoa as a result of Cocoa's discontinuance or interruption of water services, where said interruption occurred solely to enforce nonpayment of Sun Lake sanitary sewer service charges, Sun Lake agrees to indemnify and hold Cocoa harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Cocoa in any such suit by a court of competent jurisdiction, provided that Cocoa shall promptly notify Sun Lake of such action.

7. Term of Agreement.

The initial term of this Agreement shall be from the date of execution by both parties through September 30, 2003. This Agreement shall be automatically renewed for successive one (1) year periods commencing on October 1 of the applicable year and terminating on September 30 of the following year unless otherwise terminated by either party. This Agreement may be terminated by either party upon one hundred eighty (180) days notice of the other party.

8. Notice.

All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO Cocoa: City of Cocoa
 c/o City Manager's Office
 603 Brevard Avenue
 P.O. Box 1750
 Cocoa, Florida 32922

TO Sun Lake: Sun Lake Estates Homeowners Association, Inc.
 c/o Thad A. Terry
 5600 North US 1
 Cocoa, FL 32927

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

9. Miscellaneous provisions.

- A. This Agreement may only be modified, amended or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein.
- B. If any word, sentence, or paragraph or provision to this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not effect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.
- C. This Agreement represents the entire understanding and agreement of the parties.
- D. The effective date of this Agreement shall be the date in which the last party hereto executes this Agreement.

- E. The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County, Florida for any action filed in state court and in Orlando, Florida for any action filed in federal court.
- F. Both Cocoa and Sun Lake have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as drafter.
- G. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cocoa and Sun Lake.
- I. Nothing contained in this Agreement shall be construed as a waiver by Cocoa of its sovereign immunity under Section 768.28, Florida Statutes or any other law limiting the liability of Cocoa.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESSES

SUN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Thad A. Terry, President

Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2003 by THAD A. TERRY, President of Sun Lake Estates Homeowners Association, Inc., who executed the foregoing instrument and acknowledged before me that the same was executed for the uses and purposes therein expressed and who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

ATTEST:

CITY OF COCOA, FLORIDA:

Joan Clark, City Clerk

By: _____
Judy J. Parrish, Mayor

Date: _____

EXHIBIT "A"

Cocoa Collections - Policies and Procedures

In general the City does not reduce charges by adjustment unless the City is at fault either through its equipment or employees. Following is a description of adjustments made by the City:

1. **Billing Corrections.** This type of adjustment reflects the correction of errors made by the City employees or the adjustment of charges due to the failure of City equipment. It includes but is not limited to the following:
 - (A) Correction of under/over estimated bills.
 - (B) Correction of under/over meter readings.
 - (C) Adjustments due to failed meters.
 - (D) Adjustments for duplicate billing or unbilled charges.
 - (E) Adjustments for delayed meter readings. We attempt to read a customer's meter at approximately the same date each month. Delayed readings may adversely affect a customer that normally runs at or below the minimum. If such a customer has 34 or more days in the billing period, the excess consumption over the minimum may be adjusted to the previous month or to the next billing period.
 - (F) Adjustments due to leaks at the meter connection on the customer side of the meter. Normally the dividing line of responsibility is the meter with the customer being responsible for any water registered on the meter whether it is used or lost. Since the City has the right to read and maintain the meter it is possible that such activity could cause a lead on the customer's side at the meter connection. Repairs of this type are reported by job order by City crews and if possible the rate of the leak is recorded. Normally, this type of adjustment is limited to the month in which the lead is discovered. The adjustment is based on past actual average consumption.

2. **Bad Check.** When a bad check is returned an adjustment is made to redebit the customer's account in exactly the same manner as it was credited by the bad check. The check is returned to the customer with a demand for payment including any NSF service charge to be received within ten (10) days from the date of the letter or service may be discontinued. Exception: if the check was for an amount in excess of \$200.00 and was used to reestablish service after a previous "cut-off", service will be discontinued the next day.

3. **True Adjustments.** This type of adjustment is used to write off or reduce charges where the City employees or City equipment was not in fault. Examples are:
 - (A) When the customer has a leak at such a point that the lost water is not returned to the sewer system to be treated and the loss can be documented by a plumber statement or visually by the City, an adjustment may be made for the sewer charges resulting from the lost water. True adjustments will be made on Cocoa services only.
 - (B) Where service is discontinued for nonpayment of charges the service charge may be adjusted if the customer can demonstrate by his check stub that he made payment in time to avoid the cutoff but the City failed to receive it.
 - (C) Any City charge that the Customer Service Section is advised to adjust by our superiors that does not fall into one of the other classifications.
4. **Bad Debts.** This adjustment is used to write off uncollectible accounts or to redebit accounts which were previously adjusted off as a bad debt and were subsequently collected. (See section on Collections - Final Bill Handling.)
5. **Payment Adjustments.** This adjustment should only be used to balance the accounts receivable payment updates with the bank deposit or a special deposit run with the deposit register.
6. **Dummy Adjustments.** This is a one-sided entry which is used to put the book in balance. (See section on Financial Control.)
7. **Cash Transfer Adjustments.** Advance payments and in some instances credit adjustments create overpayments. Cash transfer adjustments are used to move overpayments from one account to another or from one service to another service within the same account.
8. **Other Adjustments.** This classification is received to handle those requests for adjustments received from other private or governmental units for which we bill their services. Any request received from such units should be classified other.
9. **Collections.** Collection of Delinquent Bills.

Bills are due twenty (20) days after the billing date. Failure to receive the bill will not avoid the necessity of payment or discontinuance of service for failure to pay.

If the previous balance is \$15.00 or more, the bill will be considered delinquent. Delinquent notices will be sent to all customers with outstanding balances not paid within forty (40) days of the date of the original bill. Delinquent notices carry a past due date that is five (5) days from the billing date of the delinquent bill. If the previous balance on a delinquent statement is not paid by the past due date, service will be discontinued. Once service has been discontinued for non-payment, the full amount

outstanding (current charges plus previous charges plus a late payment charge) must be paid before service will be restored. A delinquent disconnect charge will be included on the next bill.

Certain exceptions to the above rules and payment plans are available on a case-by-case basis.

- (A) Customers that have paid "on time" (have not had a delinquent bill) for seven of the past months; and
- (B) Customers that have a total bill of less than 50% of their deposit.
- (C) Customers in (A) and (B) will not be cut off for nonpayment on that month's delinquent billing. Instead, such customers will be omitted from that month's cut off list. They will appear on the following month's cut off list and they will be turned off at that time if the previous balance is not paid.
- (D) The special treatment given to customers in (A) and (B) will not operate consecutively. Customers that have been omitted from the cut off list one month and have still not paid by the next month will be cut off regardless of their previous payment record or of the amount owed in relation to the deposit.

When justified the Customer Service representative is authorized to grant extensions of up to ten (10) days beyond the past due date. Extension beyond ten (10) days must carry the written approval of the Customer Service Manager or the Sr. Customer Service Representative. All extensions will be in writing.

Where we bill and collect for other private or governmental units those units may grant extensions involving their services by way of a written request.

EXHIBIT "B"

**[Information to be obtained from
Sun Lake Estates Homeowners Association, Inc.]**

EXHIBIT "A"

Sun Lake Estates on Site
Sanitary Sewer Equipment

- 6975' ± 8" PVC Graity Sanitary Sewer Pipe and Appurtenance
- 23' - 4" dia. Precast Coancrete Sanitary Sewer Manholes
- 2300' ± 6" PVC Sanitary Sewer Laterals and Appurtenance
- 870 ± 4" PVC Sewer Force Main and Appurtenance
- 1 - Lift Station 6' x 16' Precast Concrete Wet Well and Appurtenance
- 2 - 4" Discharge 10 Horse Power 220 Volts 3 Phase 1750 RPM Pumps
- 1 - Valve Vault Precast 5'6" x 5'6" W/2 - 4" Check Valves and 2 - 4" Plug Valves and Appurtenance
- 1 - Electric Control Panel - Fiberglass and Appurtenance

Off Site Equipment

- 2700' - 4" PVC Force Main

Equipment for Waste Water Treatment Plant

- 1 - Bar Rack and Appurtenance
- 1 - 50,000 GPD E.A. Plant Precast Concrete and Appurtenance
- 2 - 175 CFM Blowers and Appurtenance
- 1 - Clairfier 4.9 Hr D. T. 10,300 Gal. and Appurtenance
- 1 - 3740 Gal. Aerobic Sludge Disgester and Appurtenance
- 1 - 1300 Gal. Chlorine Contact Chamber and Appurtenance
- 1 - Effluent Screen and Appurtenance
- 1 - Holding Tank Precast Concrete 7' x 10'8" x 9'6" with 2 - 250 GPM, 30' T.D.H. 3 Hp, 230 Volts, 3 Phase, 4" Discharge Pumps

INCLUDING ALL ADDITIONS AND IMPROVEMENTS
THERE TO MADE IN 1992, 1993 and 1994.



CFN:99152503

OR Book/Page: 4046 / 1292

Legal Description

Waste Water Treatment Plant Site

Sun Lake Estates

Commence at the North 1/4 Corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, and run S.01°-01'-56"-W. along the West line of the Northeast 1/4 of said section 1, a distance of 2502.07 feet, Thence run S.88°-30'-53"-E. a distance of 320 feet; To The Point Of Beginning; Thence continue S.88°-30'-53"-E. a distance of 150 feet, Thence Run N.01°-01'-56"-E. a distance of 200 feet, Thence run N.88°-30'-53"-W. a distance of 150 feet, Thence run S.01°-01'-56"-W. a distance of 200 feet; To The Point Of Beginning; Containing 0.688 Acres.

Legal Description
Sewerage Lift Station
Sun Lake Estates,



CFN:99152503
OR Book/Page: 4046 / 1291

Commence at the North 1/4 corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida. Thence run S. 01 -01'-56" W. along the West line of the Northeast 1/4 of said Section 1 a distance of 1412.29 feet; Thence run S. 88 -45'-34" E. a distance of 425.00 feet; To the point of intersection of Lake Ontario Avenue and Lake Erie Street as presently located; Thence continue along the centerline of Lake Erie Street S. 88 -45'-34" E. a distance of 718.33 feet; Thence run N. 01 -14' -26" E. a distance of 13.00 feet; To The Point Of Beginning; Thence run N. 27 -48'-51" W. a distance of 10.00 feet; Thence run N. 62 -11'-09" E. a distance of 20.00 feet; Thence run S. 27 -48'-51" E. a distance of 10.00 feet; Thence run S. 62 -11'-09" W. a distance of 20.00 feet; To The Point Of Beginning. Said description lying in the Right Of Way of Lake Erie Street and part of Lot 15, Block "C" of Sun Lake Estate Unit Two as recorded in Plat Book 31 Page 26 Public Records of Brevard County, Florida.



Legal Description
South Polishing Ponds
Sun Lakes Estates

CFN:99152503
OR Book/Page: 4046 / 1293

Commence at the North 1/4 Corner of Section 1, Township 24 South, Range 35 East Brevard County, Florida, and run S.01°-01'-56"-W. along the West Line of the Northeast 1/4 of said Section 1 a distance of 1412.29 feet; To The Point of Beginning; Thence continue S.01°-01'-56"-W. a distance of 1089.78 feet, Thence run S.88°-30'-58"-E. a distance of 320 feet, Thence run N.01°-01'-56"-E. a distance of 1088.42 feet, Thence run N.88°-45'-34"-W. a distance of 320 feet; To The Point Of Beginning; containing 8.00 Acres.



CFN:99152503

OR Book/Page: 4046 / 1294

Legal Description

North Polishing Ponds

Sun Lake Estates

Commence at the North 1/4 Corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, and run $S.01^{\circ}-01'-56''-W.$ along the West Line of the Northeast 1/4 of said Section 1 a distance of 50 feet; To a point on the South Right Of Way Line Of Canaveral Groves Boulevard. The Point Of Beginning; Thence continue $S.01^{\circ}-01'-56''-W.$ along said West Line a distance of 1362.29 feet, Thence run $S.83^{\circ}-45'-34''-E.$ a distance of 320 feet, Thence run $N.01^{\circ}-01'-56''-E.$ a distance of 1360.73 feet; To a Point on said South Right Of Way Line Of Canaveral Groves Boulevard. Thence run $N.33^{\circ}-28'-48''-W.$ along said Right Of Way Line a distance of 320 feet; To The Point Of Beginning; Containing 10.00 Acres. Said Description also known as Track "A" of Sun Lakes Estates Unit One As Recorded in Plat Book 31 Page 26 Public Records Of Brevard County, Florida.



CFN:99152502

OR Book/Page: 4046 / 1288

Legal Description

North Polishing Ponds

Sun Lake Estates

Commence at the North East Corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, and run S.01°-01'-56"-W. along the West Line of the Northeast 1/4 of said Section 1 a distance of 50 feet; To a point on the South Right Of Way Line Of Canaveral Groves Boulevard. The Point Of Beginning; Thence continue S.01°-01'-56"-W. along said West Line a distance of 1362.29 feet, Thence run S.88°-45'-34"-E. a distance of 320 feet, Thence run N.01°-01'-56"-E. a distance of 1360.73 feet; To a Point on said South Right Of Way Line Of Canaveral Groves Boulevard. Thence run N.88°-28'-48"-W. along said Right Of Way Line a distance of 320 feet; To The Point Of Beginning; Containing 10.00 Acres. Said Description also known as Track "A" of Sun Lakes Estates Unit One As Recorded in Plat Book 31 Page 26 Public Records Of Brevard County, Florida.

Legal Description
Sewerage Lift Station
Sun Lake Estates



CFN:99152502

OR Book/Page: 4046 / 1285

Commence at the North 1/4 corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida. Thence run S. 01 -01'-56" W. along the West line of the Northeast 1/4 of said Section 1 a distance of 1412.29 feet; Thence run S. 88 -45'-34" E. a distance of 425.00 feet; To the point of intersection of Lake Ontario Avenue and Lake Erie Street as presently located; Thence continue along the centerline of Lake Erie Street S. 88 -45'-34" E. a distance of 718.33 feet; Thence run N. 01 -14' -26" E. a distance of 13.00 feet; To The Point Of Beginning; Thence run N. 27 -48'-51" W. a distance of 10.00 feet; Thence run N. 62 -11'-09" E. a distance of 20.00 feet; Thence run S. 27 -48'-51" E. a distance of 10.00 feet; Thence run S. 62 -11'-09" W. a distance of 20.00 feet; To The Point Of Beginning. Said description lying in the Right Of Way of Lake Erie Street and part of Lot 15, Block "C" of Sun Lake Estate Unit Two as recorded in Plat Book 31 Page 26 Public Records of Brevard County, Florida.



CFN:99152502

OR Book/Page: 4046 / 1286

Legal Description

Waste Water Treatment Plant Site

Sun Lake Estates

Commence at the North 1/4 Corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, and run S.01°-01'-56"-W. along the West line of the Northeast 1/4 of said section 1, a distance of 2502.07 feet, Thence run S.88°-30'-58"-E. a distance of 320 feet; To The Point Of Beginning; Thence continue S.88°-30'-58"-E. a distance of 150 feet, Thence Run N.01°-01'-56"-E. a distance of 200 feet, Thence run N.88°-30'-58"-W. a distance of 150 feet, Thence run S.01°-01'-56"-W. a distance of 200 feet; To The Point Of Beginning; Containing 0.688 Acres.

Legal Description
Sewerage Lift Station
Sun Lake Estates

Commence at the North 1/4 corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida. Thence run S. 01°-01'-56" W. along the West line of the Northeast 1/4 of said Section 1 a distance of 1412.29 feet; Thence run S. 88°-45'-34" E. a distance of 425.00 feet; To the point of intersection of Lake Ontario Avenue and Lake Erie Street as presently located; Thence continue along the centerline of Lake Erie Street S. 88°-45'-34" E. a distance of 718.33 feet; Thence run N. 01°-14'-26" E. a distance of 13.00 feet; To The Point Of Beginning; Thence run N. 27°-48'-51" W. a distance of 10.00 feet; Thence run N. 62°-11'-09" E. a distance of 20.00 feet; Thence run S. 27°-48'-51" E. a distance of 10.00 feet; Thence run S. 62°-11'-09" W. a distance of 20.00 feet; To The Point Of Beginning. Said description lying in the Right Of Way of Lake Erie Street and part of Lot 15, Block "C" of Sun Lake Estate Unit Two as recorded in Plat Book 31 Page 26 Public Records of Brevard County, Florida.

Legal Description

Waste Water Treatment Plant Site

Sun Lake Estates

Commence at the North 1/4 Corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, and run S.01°-01'-56"-W. along the West line of the Northeast 1/4 of said section 1, a distance of 2502.07 feet, Thence run S.88°-30'-58"-E. a distance of 320 feet; To The Point Of Beginning; Thence continue S.88°-30'-58"-E. a distance of 150 feet, Thence Run N.01°-01'-56"-E. a distance of 200 feet, Thence run N.88°-30'-58"-W. a distance of 150 feet, Thence run S.01°-01'-56"-W. a distance of 200 feet; To The Point Of Beginning; Containing 0.688 Acres.

Legal Description

South Polishing Ponds

Sun Lakes Estates

Commence at the North 1/4 Corner of Section 1, Township 24 South, Range 35 East Brevard County, Florida, and run S.01°-01'-56"-W. along the West Line of the Northeast 1/4 of said Section 1 a distance of 1412.29 feet; To The Point of Beginning; Thence continue S.01°-01'-56"-W. a distance of 1029.73 feet, Thence run S.88°-30'-58"-E. a distance of 320 feet, Thence run N.01°-01'-56"-E. a distance of 1088.42 feet, Thence run N.88°-45'-34"-W. a distance of 320 feet; To The Point Of Beginning; containing 8.00 Acres.

Legal Description

North Polishing Ponds

Sun Lake Estates

Commence at the North 1/4 Corner of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, and run S.01°-01'-56"-W. along the West Line of the Northeast 1/4 of said Section 1 a distance of 50 feet; To a point on the South Right Of Way Line Of Canaveral Groves Boulevard. The Point Of Beginning; Thence continue S.01°-01'-56"-W. along said West Line a distance of 1362.29 feet, Thence run S.88°-45'-34"-E. a distance of 320 feet, Thence run N.01°-01'-56"-E. a distance of 1360.73 feet; To a Point on said South Right Of Way Line Of Canaveral Groves Boulevard. Thence run N.88°-28'-48"-W. along said Right Of Way Line a distance of 320 feet; To The Point Of Beginning; Containing 10.00 Acres. Said Description also known as Track "A" of Sun Lakes Estates Unit One As Recorded in Plat Book 31 Page 26 Public Records Of Brevard County, Florida.



Serving the Community

433-8422
**City of
Cocoa, Florida**

CUSTOMER SERVICE DEPARTMENT
65 Stone Street, Cocoa, FL 32922
PHONE (321) 433-8400 FAX (321) 433-8408
e-mail: customerservice@cocoaf1.org

July 1, 2010

Sun Lakes Estate
5600 N US Highway 1
Cocoa, FL 32927
Attn: Thad Terry

Dear Sirs:

Please be advised that collections for **June-10** were:

Sewer Collections	\$	6,274.52	
Less Billing Charges	\$	(254.40)	265 customers @ \$0.96
Net Collections	\$	6,020.12	

Enclosed is our check for your collector

Very truly yours,

Lora Howell
Utility Accounting Manager

71 5/1/10
1-800-342-3552
Cocoaf1



Serving the Community

City of Cocoa, Florida

CUSTOMER SERVICE DEPARTMENT
65 Stone Street, Cocoa, FL 32922
PHONE (321) 433-8400 FAX (321) 433-8408
e-mail: customerservice@cocoafl.org

August 6, 2010

Sun Lakes Estate
5600 N US Highway 1
Cocoa, FL 32927
Attn: Thad Terry

Dear Sirs:

Please be advised that collections for **July-10** were:

Sewer Collections	\$	5,218.42	
Less Billing Charges	\$	(254.40)	265 customers @ \$0.96

Net Collections	\$	<u>4,964.02</u>	
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Enclosed is our check for your collector

Very truly yours,

Lora Howell
Utility Accounting Manager



Serving the Community

City of Cocoa, Florida

CUSTOMER SERVICE DEPARTMENT
65 Stone Street, Cocoa, FL 32922
PHONE (321) 433-8400 FAX (321) 433-8408
e-mail: customerservice@cocoaf1.org

September 1, 2010

Sun Lakes Estate
5600 N US Highway 1
Cocoa, FL 32927
Attn: Thad Terry

Dear Sirs:


Please be advised that collections for **August-10** were:

Sewer Collections	\$	6,517.89	
Less Billing Charges	\$	(250.56)	261 customers @ \$0.96

Net Collections \$ 6,267.33

Enclosed is our check for your collection

Very truly yours,


Lora Howell
Utility Accounting Manager



Jim Ford, CFA
Brevard County Property Appraiser - Map Search



2/1/93

SEWER RATES FOR SUNLAKE

SUNLAKE.WK2

M	Sewer
0	12.50
1	14.48
2	16.46
3	18.44
4	20.42
5	22.40
6	24.38
7	26.36
8	28.34
9	30.32
10	32.30
11	34.28
12	36.26

** PLEASE NOTE **

Per the Sunlake Homeowners Association:

Effective:

08/01/92 Base Rate = \$12.50	Per Gal = .66	Maximum = 12M
11/01/92 Base Rate = \$12.50	Per Gal = 1.32	Maximum = 12M
02/01/93 Base Rate = \$12.50	Per Gal = 1.98	Maximum = 12M
05/01/93 Base Rate = \$12.50	Per Gal = 2.65	Maximum = 12M



5600 North Cocoa Boulevard
Cocoa, FL 32927
Phone: 321/631-8440
Fax: 321/639-1134

November 15, 2010

Public Service Commission

I have notified the Governing Bodies as per Florida Statutes 367.045 (1) and Florida Administrative Codes 25-30.030.

Sincerely,



Thad A. Terry
President