

FLORIDA UTILITY SERVICES 1, LLC
3336 GRAND BLVD. SUITE 102
HOLIDAY, FL. 34690
863-904-5574

RECEIVED-PPSC
2017 JUL -5 AM 8:30
COMMISSION
CLERK

June 30, 2017

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

RE: Application for a transfer from Heather Hills Estates Utilities, LLC to Heather Hills Utilities, LLC in Manatee County.

Dear Commission Clerk:

Enclosed please find an application for transfer, filing fee and a draft copy of the legal notice for staff review and approval.

In this transfer, the utility requests the addition of a customer deposit to the tariff sheet.

On behalf of the utility,


Mike Smallridge

Heather Hills Utilities, LLC

3336 Grand Blvd # 102
Holiday, FL 34690

IBERIABANK

84-7041/2652

NEW EZShield™ Check Fraud
Protection for Business


6/28/2017

PAY TO THE ORDER OF Florida Public Service Commission

\$ **750.00

Seven Hundred Fifty and 00/100***** DOLLARS

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


AUTHORIZED SIGNATURE

MEMO
665 - Regulatory Commission Expense

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:

W.C.S.

7-5-17

Security features. Details on back.

**NOTICE OF APPLICATION FOR A TRANSFER OF WATER and
WASTEWATER CERTIFICATE.**
(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on July 1, 2017, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No.577-W and Wastewater Certificate 498-S held by Heather Hills Estates Utilities, LLC from Heather Hills Estates Utilities, LLC to Heather Hills Utilities, LLC, providing service to the following described territory in Manatee County, Florida.

DESCRIPTION OF TERRITORY SERVED

Township 35 South, Range 17 East
Section 11

The NE 1/4 of the SE 1/4 and the South 1/2 of the SE 1/4 of the NE 1/4.
Also

Township 35 South, Range 17 East
Section 12

From the NW corner of the SW 1/4 of the SW 1/4 of the NW 1/4 run due East 170.0 feet to the Point of Beginning; thence due North 50.0 feet; thence due East 100.0 feet; thence due South 100.0 feet; thence due West 100.0 feet; thence due North 50.0 feet to the Point of Beginning.

The Common Name of the development is Heather Hills Estates.

The Application Docket number is TBD

Heather Hills Utilities, LLC is not requesting any changes to its classifications, rules and regulations in this application, however, new administrative charges have been requested. Any objection to the said application must be made in writing and filed with Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL. 32399-0850, within thirty (30) days from the date of this notice.

Heather Hills Utilities, LLC
3336 Grand Blvd.
Suite 102
Holiday, FL. 34690

**APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

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

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. 577 and/or Wastewater Certificate No. 498 and amendment of Water Certificate No. N/A and/or Wastewater Certificate No. N/A in MANATEE County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

- A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

HEATHER HILLS ESTATES UTILITIES, LLC

Utility Name

4925 3RD STREET WEST

Office Street Address

BRADENTON

City

FLORIDA

State

34207

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

(941) 755-0123

Phone Number

(941) 755-1128

Fax Number

Federal Employer Identification Number

HH4925@VERIZON.NET

E-Mail Address

Website Address

577

Water Certificate No.

498

Wastewater Certificate No.

- B) The contact information of the seller's authorized representative to contact concerning this application:

CHRISTINA STEPHENS

Name

4925 3RD STREET WEST

Mailing Address

BRADENTON

City

FLORIDA

State

34207

Zip Code

(941) 755-0123

Phone Number

(941) 755-128

Fax Number

HH4925@VERIZON.NET

E-Mail Address

- C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

FLORIDA UTILITY SERVICES 1, LLC.

Buyer's Name

3336 GRAND BLVD. SUITE 102

Office Street Address

HOLIDAY

FLORIDA

34690

City

State

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

(863) 904-5574

() -

Phone Number

Fax Number

82-863608

Federal Employer Identification Number

MIKE@FUS1LLC.COM

E-Mail Address

HEATHER HILLS UTILITIES, LLC

New Utility Name

- D) The contact information of the buyer's authorized representative to contact concerning this application:

MICHAEL SMALLRIDGE

Name

3336 GRAND BLVD SUITE 102

Mailing Address

HOLIDAY

FL

34690

City

State

Zip Code

(352) 302-7406

() -

Phone Number

Fax Number

MIKE@FUS1LLC.COM

E-Mail Address

E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

MICHAEL SMALLRIDGE

Name

3336 GRAND BLVD. SUITE 102

Mailing Address

HOLIDAY

City

FLORIDA

State

34690

Zip Code

(352) 302-7406

Phone Number

() -

Fax Number

MIKE@FUS1LLCC.OM

E-Mail Address

F) Indicate the nature of the utility's/buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's/buyer's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation _____

Number

Limited Liability Company _____

L17000059976

Number

Partnership _____

Number

Limited Partnership _____

Number

Limited Liability Partnership _____

Number

Sole Proprietorship

Association

Other (Specify) _____

THERE ARE NO LIABILITIES ASSUMED.

- d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

BESIDES THE PURCHASE PRICE, THERE IS NO OTHER CONSIDERATION BETWEEN THE PARTIES.

- e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

CUSTOMER ADVANCES WERE CREDITED TO THE CUSTOMERS ACCOUNT. THERE ARE NO CUSTOMER DEPOSITS, LEASE, DEBTS, REVENUE CONTRACTS, ETC.

- f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

THE BUYER WILL FULFILL THE COMMITMENTS, OBLIGATIONS AND REPRESENTATIONS OF THE SELLER WITH REGARDS TO UTILITY MATTERS.

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

THE BUYER HAS OBTAINED THE BOOKS AND RECORDS OF THE SELLER.

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

THE BOOKS AND RECORDS WILL BE MAINTAINED USING NARUC SYSTEM OF ACCOUNTS.

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

THE UTILITIES BOOKS WILL BE MAINTAINED AT THE UTILITY OFFICE, 3336 GRAND BLVD SUITE 102, HOLIDAY FLORIDA.

B) FINANCIAL ABILITY

- 1) Exhibit 3 - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

- 2) Exhibit N/A - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

C) TECHNICAL ABILITY

- 1) Exhibit 4 - Provide the buyer's experience in the water or wastewater industry.

- 2) Exhibit 5 - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

1) Exhibit 6 - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.

2) Exhibit 7 - Provide a statement explaining why the transfer is in the public interest.

3) Exhibit 8 - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

After reasonable investigation, Heather Hills appears to be in satisfactory condition and in compliance with all government agencies.

4) Exhibit 9 - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.

5) Exhibit 10 - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.

6) Exhibit 11 - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

- 7) Exhibit 12 - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit 13 - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit 14 - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) ACCOUNTING INFORMATION

- 1) Exhibit 15 - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

Proposed NBV is \$ 49,644.00. Rate Base was last established in Docket # 100472-
WS in order PSC-11-0436-PAA-WS

- 2) Exhibit 16 - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

BUYER HAS OBTAINED FEDERAL INCOME TAX RETURNS SINCE LAST
RATE CASE.

- 3) Exhibit 17 - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

BUYER WILL FILE 2017 ANNUAL REPORT AND PAY 2017 RAF'S.

- 4) Exhibit 18 - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

G) NOTICING REQUIREMENTS

Exhibit - 19 - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:



Applicant's Signature

Michael Smallridge

Applicant's Name (Printed)

managing member

Applicant's Title

6-30-17.

Date

EXHIBIT # 1

AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS ("Agreement") is entered into by and between Florida Utility Services 1, LLC, whose mailing address is 3336 Grand Blvd Suite #102, Holiday, Florida 34690 ("Buyer") and Heather Hills Estates Utilities, LLC, whose mailing address is 4925 3rd Street West, Bradenton, Florida 34207, ("Seller") (collectively "the Parties").

Seller agrees to sell, and Buyer agrees to buy the utility system commonly known as Heather Hills Estates Utilities, LLC ("Utility System"), pursuant to the following terms and conditions:

1. The Utility System includes Seller's domestic potable water and wastewater supply, transmission, distribution collection systems which has Florida Public Service Commission ("FPSC") Water Certificate No. 577-W and Wastewater Certificate 498-S, which includes the Seller's certificated franchise service area that provides water and wastewater residential and general service customers in Manatee County, Florida.

2. This is a purchase of assets only. The Purchased Assets shall mean (a) all of Seller's rights, title, and interest in and to all assets, business properties, and rights, both tangible and intangible, constituting the Utility System; (b) the real property and interests in real property owned and held by Seller, in fee simple, as identified in Exhibit "A" to this Agreement ("Real Property"); (c) an assignment of all rights described in any recorded restrictions, including the right to charge, collect and lien against any lot for nonpayment; (d) all easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System; (e) all water and wastewater distribution facilities, water treatment facilities, wells, of every kind and description whatsoever that constitute part of the Utility System, including but not limited to generators, pumps, plants, tanks, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, wherever they may be stored, together with all additions or replacements thereto; (f) all certificates, permits, license rights, consents, grants, leaseholds, and similar rights relating to the construction, maintenance, and operation of the Utility System and its plants and systems for the procuring, storage and distribution of potable water, every right of every character whatever in connection therewith, subject to the obligations thereof (collectively, the "Certificates"); and (g) all water rights, flowage rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the foregoing Certificates.

3. Purchased Assets shall also include: (a) all items of inventory owned by Seller on date this agreement is executed by Seller, for use in connection with the maintenance and operation of the Utility System, which inventory shall not be unreasonably depleted prior to the Closing date, including without limitation, all meters,

chemicals, and other materials and supplies used by Seller; (b) all supplier lists, customer records, receipts for payment of connection charges, prints, blueprints, plans, engineering reports, specifications, shop drawings, equipment manuals, maps, and other information in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form; (c) all sets of drawings, showing all facilities of the Utility System, including all original tracings, maps, or other reproducible materials in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form; (d) any Developer Agreements; (e) all equipment, computers, software, office equipment, intellectual property owned or licensed by Seller and other personal property owned by Seller and used by Seller in connection with the operation of the Utility System. Seller shall prepare and deliver to Buyer a list of personal property to be conveyed at closing, 5 days prior to closing, for Buyer's review and approval.

4. Buyer and Seller shall agree, prior to closing, on the method of calculating and transferring to Buyer the balance of the operating accounts of the Utility System, together with all customer deposits and accounts receivables for the Utility System; the monthly expenses shall be paid in full for the last month for which Seller retains the receivables for that month's billing.

5. The following "Excluded Assets" are excluded from the Purchased Assets: (a) escrow and other Seller provisions for payment of federal and state taxes and other obligations to governmental entities; (b) seller shall be responsible for paying any such taxes and other obligations, to the extent that they are due from the operation of the Utility System prior to the Closing Date.

6. **Name of New Entity.** Buyer shall utilize, and may acquire title in the names "Heather Hills Utilities, LLC," and no infringement shall be claimed by Seller.

7. Buyer shall assume all obligations and liabilities arising from the operation of the Utility System after the day of Closing, under the Certificates or under contracts or commitments expressly assumed by Buyer. Seller warrants that there are no known contracts to be assumed by Buyer. Buyer does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of Seller of any kind whatsoever imposed or required by any third party (including any federal, state, or local authority), whether known or unknown, whether contingent, liquidated or unliquidated, and whether arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise. Without limiting the foregoing, Buyer shall not be liable for any liabilities to the extent that they are based upon or arise out of any violation of law, breach of permit obligation, breach of contract, tort, or other act or omission of Seller occurring prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all of Seller's liabilities and obligations, other than liabilities and obligations assumed by Buyer.

8. **Purchase Price.** On the Closing Date, Buyer shall pay to Seller, subject to the additions, adjustments and pro-rations referenced in this Agreement the purchase price of \$141,900 ("Purchase Price").

9. **Warranties.** Seller represents and warrants to Buyer that the execution and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-

Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound. Seller has exclusive possession and marketable title to all Real Property. The Purchased Assets are not subject to any mortgage, pledge, lien, charge, security interest, or encumbrance and Seller shall, at closing deliver title to such personal property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever.

10. Environmental Law Compliance. Seller warrants that the Utility is in material compliance with all applicable Environmental Laws, including any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.

11. Seller warrants there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller or the Utility before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform its obligations under this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in material default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the operation of the Utility System.

12. Title Insurance. At least seven (7) days prior to the Closing, Seller shall, through a title insurance agent of Buyer's choice (the "Title Agent"), cause a current title insurance commitment to be issued by a title insurance company authorized to conduct business in Florida (the "Title Insurer"), and delivered to Buyer and Seller. The cost of the title insurance commitment and title insurance policy shall be borne by Buyer. The title insurance commitment shall commit the Title Insurer to issue owner's title insurance policies to Buyer covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be insurable, subject only to Permitted Encumbrances, as defined below, and encumbrances acceptable to Buyer, in Buyer's sole discretion; provided, however, that the Title Insurer shall delete the standard exceptions customarily deleted for such items as material man's liens, survey, and mechanic's liens. Seller shall execute at or prior to Closing, in favor of Buyer and the Title Agent the appropriate mechanic's lien affidavit and "Gap" affidavit

sufficient to allow the Title Agent to delete all standard exceptions addressed by such affidavits.

13. Buyer shall notify Seller in writing prior to closing of any material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances. Seller shall have thirty (30) days after receipt of Buyer's notice to eliminate the objections to title set forth in Buyer's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$5,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property) that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Buyer may accept whatever title Seller is able to convey with no abatement of the Purchase Price; or reject title and terminate this Agreement with no further liability to either Buyer or Seller. Buyer shall have the right, but not the obligation, to do such surveys on the Real Property as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer. Title Agent shall deliver, promptly after Closing, the title insurance policy issued on the binder. "Permitted Encumbrances" include present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

14. **Conditions Precedent to Closing.** This contract is contingent upon The Florida Public Service Commission (FPSC) agreeing to the transfer of application for Heather Hills Estates Utilities, LLC. The sale, assignment and transfer of the utility's certificate of authorization, facilities and equipment is contingent upon FPSC approval. In the event the PSC does not approve the sale and transfer of the Certificate of Authorization to Buyer, Seller shall cooperate in Buyer's continued operation of the system, until the expiration of such time as the FPSC approves said transfer to Buyer, or any other applicant proposed by Buyer or 2 years elapses from date of closing to approve such sale and transfer, whichever event occurs first.

15. Documents to be Provided by Seller. Seller shall provide Buyer all plans and specifications showing the Utility System, together with a map showing the Utility System and appurtenances as now constructed; any contracts or leases; all documents identifying equipment, tools, parts and all other personal property owned or used by Seller in connection with the operation of the Utility System; a schedule and copies of documents reflecting the rates, fees and charges currently being collected by Seller; copies of all permits, applications, or other documents, together with effective dates and expiration dates (if any), issued to Seller by all applicable governmental authorities including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, and (c) the Southwest Florida Water Management District; a list of all customers, customer deposits and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable; all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to a copy of all warranties relating to the Purchased Assets; any and all effective insurance policies with respect to the Purchased Assets and Utility System; all deed and other evidence of ownership or rights to the Real Property identified in Exhibit "A"; all surveys of the Real Property, if any; all easements, licenses, prescriptive rights and rights-of-way identified

in Exhibit "A"; all environmental permits and applications; and all payroll and/or invoices for all office personnel, operators and field employees and the employee benefit plan for such employees and such other information relating to employees as may be requested by Buyer or its contract operator.

16. OBLIGATIONS OF SELLER. The risk of any loss of the Purchased Assets shall remain with Seller until closing. Seller shall not enter into any new contracts or obligations without Buyer's written consent.

17. TERMINATION. Buyer shall have the right to terminate this Agreement for any material defect or problem revealed including, but not limited to, any terms of the Seller's contracts which would cause a material adverse change in the long term operation of the Utility System or the Purchased Assets from the current operation.

18. CLOSING. This transaction shall be closed on or before March 31, 2017 unless extended by both parties. At Closing (a) Buyer shall pay the Purchase Price, recording costs, documentary and intangible tax on mortgage; (b) the parties shall execute such documents as are necessary to meet the conditions described herein; (c) title to the Real Property shall be conveyed to Buyer by Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Buyer by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances; (d) Seller shall assign its right, title and interest in those easements, licenses, etc. identified in Exhibit "A."

19. Closing Costs: (a) recording fees to record the deeds and any other instruments necessary to deliver title to the Buyer shall be paid by the Buyer; (b) each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants incurred in connection with the negotiation and execution of this Agreement; (c) Seller shall be responsible for all costs for services, materials and supplies rendered in connection with the operation of the Utility System prior to and including the day of Closing including, but not limited to, electricity, purchased water or telephone service and other such services, materials and supplies ("Accounts Payable"). Buyer shall be responsible for all such costs and expenses incurred subsequent to Closing. (d) Seller shall convey to Buyer by check all customer deposits, cash on hand, and interest accumulated thereon through the day of Closing. Buyer shall assume liability for customer deposits which are conveyed to Buyer by Seller at Closing. (e) Seller warrants that Seller is not prohibited by decree or law from entering into this transaction, there are no legal actions or proceedings that hinder the ability of Seller to close the transaction, nor are there any pending against the Utility.

20. Post-Closing Cooperation. After Closing, Seller and Buyer shall upon reasonable request of the other execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to implement and perform any of the obligations, covenants and agreements of the parties. The terms of this Agreement shall survive closing.

21. MISCELLANEOUS PROVISIONS. This Agreement constitutes the entire agreement between the parties. In the event of any litigation that arises between the parties with respect to this Agreement, each party shall bear their own attorney fees and costs. This Agreement may be modified only in writing. This Agreement shall be

governed by the laws of the State of Florida with venue shall be in Manatee County, Florida. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, except that Buyer shall create a new LLC and Buyer may assign all of its rights to the new entity without any further consent by Seller. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

a. IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

<u>Mark Payne</u>	<u>12-12-16</u>
Buyer	Date
<u>Chris Stephens</u>	<u>12/12/2016</u>
Seller	Date

Any and all other real property, including easements, whether platted or not, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.

Detail by Entity Name

Florida Limited Liability Company
HEATHER HILLS UTILITIES, LLC

Filing Information

Document Number L17000059976
FEI/EIN Number NONE
Date Filed 03/15/2017
Effective Date 04/01/2017
State FL
Status ACTIVE

Principal Address

3336 GRAND BLVD
102
HOLIDAY, FL 34690

Mailing Address

3336 GRAND BLVD
102
HOLIDAY, FL 34690

Registered Agent Name & Address

SMALLRIDGE, MICHAEL
3336 GRAND BLVD
102
HOLIDAY, FL 34690

Authorized Person(s) Detail

Name & Address

Title MGR

SMALLRIDGE, MICHAEL
3336 GRAND BLVD #102
HOLIDAY, FL 34690

Annual Reports

No Annual Reports Filed

Document Images

[03/15/2017 -- Florida Limited Liability](#)

[View image in PDF format](#)

EXHIBIT # 2

Heather Hills Utilities, LLC

Transaction Report

<i>Cust Name</i>	<i>Service Adr</i>	<i>Read</i>	<i>Account#</i>	<i>Tp</i>	<i>Memo</i>	<i>Pay Date</i>	<i>Total Amount</i>
Credits							
Bryan Marquart	103 48th Ave. Terr. W.	26	K12	I	CREDIT	6/16/2017	-0.59
Christopher Mason	4927 4th St. W.	125	B2	I	CREDIT	6/16/2017	-5.62
Clara & Darrell Gilbert	108 50th Ave. Dr. W.	229	D20	I	CREDIT	6/16/2017	-1.89
Cynthia Steffen	302 49th Ave. W.	320	I25	I	CREDIT	6/16/2017	-63.21
Dennis & Suzanne Cox	212 50th Ave. Dr. W.	213	D30	I	CREDIT	6/16/2017	-5.00
Diane & Larry Hug	108 48th Ave. Terr. W.	18	J16	I	CREDIT	6/16/2017	-300.00
Ernest & Lucille Bullock	206 49th Ave. W.	328	I21	I	CREDIT	6/16/2017	-0.88
Evelyn Crawford	404 49th Ave. Terr. W.	276	F14	I	CREDIT	6/16/2017	-5.00
Gary Oslin	112 50th Ave. Plz. W.	167	C24	I	CREDIT	6/16/2017	-0.09
Gregory Bauman	111 50th Ave. Dr. W.	238	E17	I	CREDIT	6/16/2017	-18.90
Helen Davis	209 48th Ave. W.	82	M9	I	CREDIT	6/16/2017	-25.39
Howard Franklin	211 48th Ave. Dr. W.	54	L3	I	CREDIT	6/16/2017	-0.05
Jackie Stuart	314 49th Ave. W.	310	I30	I	CREDIT	6/16/2017	-6.89
Jamie Nunez	208 48th Ave. W.	57	K21	I	CREDIT	6/16/2017	-63.16
Jim & Marilyn Clark	109 49th Ave. W.	19	W9	I	CREDIT	6/16/2017	-5.00
Lee & Karen Daugherty	404 49th Ave. Dr. W.	299	G14	I	CREDIT	6/16/2017	-1.00
Linda Walker	4803 3rd St. W.	88	M3	I	CREDIT	6/16/2017	-12.83
Martha Bennett	104 50th Ave. Plz. W.	159	C20	I	CREDIT	6/16/2017	-46.59
Matthew Burton	205 50th Ave. Plz. W.	220	D43	I	CREDIT	6/16/2017	-0.13
Richard & Glendall Paul	106 50th Ave. W.	237	E21	I	CREDIT	6/16/2017	-2.13
Sandy Klim	206 48th Ave. Terr. W.	10	J20	I	CREDIT	6/16/2017	-12.80
Steve Hile	409 49th Ave. Terr. W.	301	G1	I	CREDIT	6/16/2017	-8.70
Sue Close	312 50th Ave. Terr. W.	144	B22	I	CREDIT	6/16/2017	-4.95
Wix Strimple	209 50th Ave. Plz. W.	216	D11	I	CREDIT	6/16/2017	-0.81
Yvonne Laplante	112 49th Ave. W.	333	I199	I	CREDIT	6/16/2017	-0.15
Total Credits							-591.76
Total Type: I							-591.76
Report Total:							-591.76

UTILITY NAME: Heather Hills Estates Utilities, LLC

YEAR OF REPORT
DECEMBER 31, 2015

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	\$	\$	\$	\$
302	Franchises				
303	Land and Land Rights	389			389
304	Structures and Improvements				
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes				
307	Wells and Springs				
308	Infiltration Galleries and Tunnels				
309	Supply Mains	12120			12120
310	Power Generation Equipment				
311	Pumping Equipment				
320	Water Treatment Equipment				
330	Distribution Reservoirs and Standpipes				
331	Transmission and Distribution Lines	55559			55559
333	Services				
334	Meters and Meter Installations	24912			24912
335	Hydrants	1133			1133
336	Backflow Prevention Devices				
339	Other Plant and Miscellaneous Equipment				
340	Office Furniture and Equipment	2246			2246
341	Transportation Equipment				
342	Stores Equipment				
343	Tools, Shop and Garage Equipment				
344	Laboratory Equipment				
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	Total Water Plant	\$ 96359	\$ 0	\$ 0	\$ 96359

UTILITY NAME: Heather Hills Estates Utilities, LLC

YEAR OF REPORT
DECEMBER 31, 2015

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f+g+h=i) (i)
304	Structures and Improvements		%	%	\$	\$	\$	\$
305	Collecting and Impounding Reservoirs		%	%				
306	Lake, River and Other Intakes		%	%				
307	Wells and Springs		%	%				
308	Infiltration Galleries & Tunnels		%	%				
309	Supply Mains		%	%				
310	Power Generating Equipment		%	%				
311	Pumping Equipment		%	%				
320	Water Treatment Equipment		%	%				
330	Distribution Reservoirs & Standpipes		%	%				
331	Trans. & Dist. Mains	40	%	2.5 %	37576		1693	39271
333	Services		%	%				0
334	Meter & Meter Installations	40	%	2.5 %	2938		621	3559
335	Hydrants	40	%	2.5 %	100		29	129
336	Backflow Prevention Devices		%	%				
339	Other Plant and Miscellaneous Equipment		%	%				
340	Office Furniture and Equipment	6	%	16.67 %	2071		175	2246
341	Transportation Equipment		%	%				
342	Stores Equipment		%	%				
343	Tools, Shop and Garage Equipment		%	%				
344	Laboratory Equipment		%	%				
345	Power Operated Equipment		%	%				
346	Communication Equipment		%	%				
347	Miscellaneous Equipment		%	%				
348	Other Tangible Plant		%	%				
	Totals				\$ 42687	\$	\$ 2518	\$ 45205 *

* This amount should tie to Sheet F-5.

UTILITY NAME: Heather Hills Utilities, LLC

YEAR OF REPORT DECEMBER 31, 2015

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization_____	\$ _____	\$ _____	\$ _____	\$ _____
352	Franchises_____	_____	_____	_____	_____
353	Land and Land Rights_____	389	_____	_____	389
354	Structures and Improvements_____	_____	_____	_____	_____
355	Power Generation Equipment_____	_____	_____	_____	_____
360	Collection Sewers - Force_____	_____	_____	_____	_____
361	Collection Sewers - Gravity_____	72262	_____	_____	72262
362	Special Collecting Structures_____	_____	_____	_____	_____
363	Services to Customers_____	_____	_____	_____	_____
364	Flow Measuring Devices_____	_____	_____	_____	_____
365	Flow Measuring Installations_____	_____	_____	_____	_____
370	Receiving Wells_____	_____	_____	_____	_____
371	Pumping Equipment_____	_____	_____	_____	_____
380	Treatment and Disposal Equipment_____	_____	_____	_____	_____
381	Plant Sewers_____	_____	_____	_____	_____
382	Outfall Sewer Lines_____	_____	_____	_____	_____
389	Other Plant and Miscellaneous Equipment_____	_____	_____	_____	_____
390	Office Furniture and Equipment_____	1175	_____	_____	1175
391	Transportation Equipment_____	_____	_____	_____	_____
392	Stores Equipment_____	_____	_____	_____	_____
393	Tools, Shop and Garage Equipment_____	_____	_____	_____	_____
394	Laboratory Equipment_____	_____	_____	_____	_____
395	Power Operated Equipment_____	_____	_____	_____	_____
396	Communication Equipment_____	_____	_____	_____	_____
397	Miscellaneous Equipment_____	_____	_____	_____	_____
398	Other Tangible Plant_____	_____	_____	_____	_____
	Total Wastewater Plant_____	\$ 73826	\$ 0	\$ 0	\$ 73826 *

* This amount should tie to sheet F-5.

UTILITY NAME: Heather Hills Utilities, LLC

YEAR OF REPORT DECEMBER 31, 2015

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f+g-h=i) (i)
354	Structures and Improvements		%	%	\$	\$	\$	\$
355	Power Generation Equipment		%	%				
360	Collection Sewers - Force		%	%				
361	Collection Sewers - Gravity	40	%	2.5	72262			72262
362	Special Collecting Structures		%	%				
363	Services to Customers		%	%				
364	Flow Measuring Devices		%	%				
365	Flow Measuring Installations		%	%				
370	Receiving Wells		%	%				
371	Pumping Equipment		%	%				
380	Treatment and Disposal Equipment		%	%				
381	Plant Sewers		%	%				
382	Outfall Sewer Lines		%	%				
389	Other Plant and Miscellaneous Equipment		%	%				
390	Office Furniture and Equipment	6	%	16.7	1175			1175
391	Transportation Equipment		%	%				
392	Stores Equipment		%	%				
393	Tools, Shop and Garage Equipment		%	%				
394	Laboratory Equipment		%	%				
395	Power Operated Equipment		%	%				
396	Communication Equipment		%	%				
397	Miscellaneous Equipment		%	%				
398	Other Tangible Plant		%	%				
	Totals				\$ 73437	\$ 0	\$ 0	\$ 73437 *

* This amount should tie to Sheet F-5.

EXHIBIT # 3

Florida Utility Services 1, LLC

Balance Sheet

As of May 1, 2017

06/27/17

Accrual Basis

	<u>May 1, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
13000 · Cash	
13200 · Checking - Iberia Bank	-1,135.26
13300 · Iberia Bank - Savings	469.53
Total 13000 · Cash	<u>-665.73</u>
Total Checking/Savings	-665.73
Accounts Receivable	
14000 · Accounts Receivable	213,313.34
Total Accounts Receivable	<u>213,313.34</u>
Other Current Assets	
1 · Suspense	-1,578.78
12100 · Inventory Asset	350.00
13500 · Due To/From	
13501 · Crestridge Due To/From	-4,300.00
13502 · Holiday Gardens Due To/From	1,850.12
13503 · West Lakeland Due To/From	6,239.54
13505 · Charlie Creek Due To/From	-322.54
13506 · East Marion Due To/From	9,531.37
13507 · Mc Leod Gardens Due To/From	9,823.00
13508 · College Manor Due To/From	525.00
13509 · Orange Land Due To/From	922.67
13510 · Heather Hills Due To/From	162.20
Total 13500 · Due To/From	<u>24,431.36</u>
18500 · Deferred Costs Rate Case Expens	289.62
2110 · Employee Receivable	-32.13
Total Other Current Assets	<u>23,460.07</u>
Total Current Assets	<u>236,107.68</u>
Fixed Assets	
15000 · Furniture	395.38
15100 · Equipment	6,913.20
15341 · Vehicles	27,727.21
17000 · Accumulated Depreciation	-17,292.15
Total Fixed Assets	<u>17,743.64</u>
Other Assets	
18000 · Rent Security Deposit	1,585.00
Total Other Assets	<u>1,585.00</u>
TOTAL ASSETS	<u>255,436.32</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 · Accounts Payable	10,977.55
Total Accounts Payable	<u>10,977.55</u>
Other Current Liabilities	
21100 · Michael Smallrige Loan	-7,869.61
21150 · Iberia Line of Credit	3,002.18
21350 · Iberia Bank Loan #5300492388	15,000.00
23000 · Truck Loan - ALLY	3,289.62

Florida Utility Services 1, LLC

06/27/17

Profit & Loss

Cash Basis

May 2016 through April 2017

	May '16 - Apr 17
Ordinary Income/Expense	
Income	
47000 · Revenue	
47100 · Revenue - Billing Services	73,032.79
47200 · Revenue - Utility Svc Field	142,226.29
47300 · Revenue - Non-Utility	167,856.06
47400 · Revenue - Bookkeeping Svcs	1,400.00
47500 · Revenue - Accounting Svcs	71,224.55
Total 47000 · Revenue	455,739.69
49900 · Uncategorized Income	3,503.71
Total Income	459,243.40
Gross Profit	459,243.40
Expense	
60601 · Payroll Expenses	260,385.23
60604 · Employee Benefits	25,069.39
60620 · Materials and Supplies	31,811.20
60631 · Contractual Services - Professi	4,265.41
60636 · Contractual Services - Other	2,212.15
60640 · Rents	20,240.50
60650 · Transportation Expense	31,164.59
60655 · Insurance Expense	5,422.82
60675 · Office (Misc)	
60675.1 · Bank Service Charges	460.10
60675.2 · Business License and Dues	2,058.75
60675.3 · Meals and Entertainment	1,883.24
60675.4 · Office Supplies	29,282.27
60675.5 · Postage and Delivery	16,049.22
60675.6 · Telephone & Internet Expense	13,389.89
60675.7 · Travel Expense	2,546.64
60675.8 · Utilities	1,911.20
Total 60675 · Office (Misc)	67,581.31
61000 · Depreciation Expense	6,790.78
62000 · Interest Expense	511.54
63000 · Reconciliation Discrepancies	-8.94
70000 · Utility Exp	1,234.00
Total Expense	456,679.98
Net Ordinary Income	2,563.42
Other Income/Expense	
Other Expense	
80000 · Ask My Accountant	-241.71
Total Other Expense	-241.71
Net Other Income	241.71
Net Income	2,805.13

6:42 PM

06/27/17

Accrual Basis

Florida Utility Services 1, LLC

Balance Sheet

As of May 1, 2017

	<u>May 1, 17</u>
24000 · Payroll Liabilities	
24002 · Payroll Liabilities Aflac	17.29
24000 · Payroll Liabilities - Other	3,652.60
Total 24000 · Payroll Liabilities	<u>3,669.89</u>
Total Other Current Liabilities	<u>17,092.08</u>
Total Current Liabilities	<u>28,069.63</u>
Total Liabilities	<u>28,069.63</u>
Equity	
32000 · Members Equity	223,917.30
Net Income	3,449.39
Total Equity	<u>227,366.69</u>
TOTAL LIABILITIES & EQUITY	<u><u>255,436.32</u></u>

EXHIBIT # 4

The Buyer was appointed to the Citrus County Water and Wastewater Authority, the local regulatory body for Citrus County, where he served for seven years. The Buyer also served as the "Class C" representative for the Governor's Study Committee for Investor Owned Water and Wastewater Utility Systems in 2013. He attends yearly training classes through the Florida Rural Water Association and completed the National Association of Regulatory Utility Commissioners (NARUC) Utility Rate School in 2001. The Buyer owns, is the receiver of, or is the manager of, a total of eight Class C water and wastewater facilities that are regulated by this Commission.

EXHIBIT # 5

The Buyer is moving billing and customer service in house along with certain functions of operations and maintenance. The buyer is using an outside operator for limited functions.

Because the Heather Hills Allocation is around 15 % of the total of Florida Utility Services, the customer should see some economies of scale going forward.

EXHIBIT # 6

Section 11, Township 35S, Range 17E

The NE 1/4 of the SE 1/4 and the South 1/2 of the SE 1/4 of the NE 1/4.

Section 12, Township 35S, Range 17E

From the NW corner of the SW 1/4 of the SW1/4 of the NW 1/4 run due East 170.0 feet to the Point of Beginning;

thence due North 50.0 feet; thence due East 100.0 feet; thence due South 100.0 feet; thence due West 100.0 feet; thence due North 50.0 feet to the Point of Beginning.

EXHIBIT # 7

I believe the transfer is in the public interest because we are able to bring economies of scale to the utility operations and administrative functions, along with experienced staff. We are able to offer customer convenience features such as the ability to receive a bill by email and the ability to pay online.

EXHIBIT # 9

Heather Hills is a consecutive water & wastewater system and has no treatment facilities.

The utility has been granted an easement via the recorded plat for access to water meters.

**HEATHER HILLS RULES & REGULATIONS
RESTRICTIONS, RESERVATIONS, EASEMENTS, RULES AND REGULATIONS OF
HEATHER HILLS ESTATES, AS PER PLAT THEREOF, RECORDED AMONG THE
PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA**

This indenture made and entered into this 20th day of January, 1967, by HEATHER HILLS ESTATES, INC., a Florida corporation, hereinafter referred to as the Company, being the owner of all the lands embraced in Heather Hills Estates Subdivision, as per plat thereof, to be recorded among the Public Records of Manatee County, Florida, being desirous of providing uniform restrictions, reservations, easements, rules and regulations, for said subdivisions, does hereby impose and charge all of said subdivision for itself, its successors or assigns, with the covenants, easements, restrictions, conditions and charges hereinafter set forth, to wit:

1. **IMPROVEMENT:** No mobile home, building (addition or accessory) or home, fence, wall, planting, exceeding two feet in height, or other structure or improvement shall be commenced, erected or maintained, nor shall any addition to, or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure, have been submitted to and approved in writing by the Company. The Company's failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed to constitute its approval thereof.

2. **EASEMENTS AND SET-BACKS:** The Company specifically reserves unto itself an easement over the rear five (5) feet of each lot and over and across such other areas as are designated as easement on the plat of said subdivision, for use by the Company or the Company's assigns for utility installations and right-of-ways, or such other use as the Company may deem appropriate and the Company specifically reserves the exclusive right to lay utilities in the street in said subdivision, and further, specifically reserves the fee title to the streets in said subdivision. There shall be a minimum setback of five (5) feet from the rear, side and 10 front property lines, for all permanent or temporary structures or improvements. Where one mobile home occupies more than one lot, the set-back line shall be from the edge of the property line, rather than the edge of the lot line. The Company may, at its discretion, release any lot or parcel from the restriction or easement contained in this paragraph.

3. **SEPTIC TANKS AND WELLS:** No well or septic tank shall be constructed in said subdivision without prior written approval of the Company, and in no event shall the water from any well be used in any mobile home or piped into any mobile home, or used for human consumption.

4. **USE:** All lands included in this subdivision shall be used for residential purpose only, except for such lots or parcels as may be designated by the Company otherwise.

5. **SIGNS:** No signs or advertisements shall be displayed on the lots, right-of-ways, or any other part of the subdivision, except as specifically designated and approved by the Company.

6. **STORAGE:** No boat or boat trailer, travel trailer, camp trailer or any similar property shall be stored in said subdivision without the prior written approval of the Company.

7. **MAILBOXES:** Mailboxes shall be only of the design approved by the Company and may only be placed in such locations as are designated by the Company.

8. **RECREATION AREAS:** The areas designated on the plat of the subdivision as "Recreation Area", together with all the improvements thereon, shall remain the exclusive property of the Company who specifically retains the title to said recreation areas, and the right to make all the rules and regulations pertaining to same, and the owners of lots in the subdivision shall have the right to use the recreation areas, in accordance with such rules and regulations as are propagated by the Company from time to time, and not otherwise.

9. **ASSESSMENT:** As part of the purchase price of each lot and as compensation for the privileges herein granted to utilize recreation areas and other common facilities, subject to the rules and regulations of the Company, the owner of each lot agrees to pay unto the Company an annual fee, to be fixed by the Company. Its successors or assigns, not, however, exceeding, except as hereinafter set forth, the sum of \$90.00 per year for each lot, provided that the sum of \$90.00 may at the Company's option be increased in the same proportion as the cost of living index of the United States Department of labor increases above such index on the date of recording of these restrictions. The assessment shall be uniform against all lots for the availability of facilities, without regard to the extent of use or non-use thereof by the several lot owners. Any and all charges made by the Company under this paragraph shall at the time of assessment provided herein constitute a lien on the lot against which made and be enforceable as provided for the enforcement of mechanics liens under the laws of the State of Florida, or otherwise as the Company may deem expedient. The annual charge abovementioned shall be used by the Company to first provide reasonable return on the Company's investment in the streets, recreation

areas and common areas, and then for reasonable salaries for the Company's officers and reasonable fees and expenses the Company and the Company's employees in managing said areas and the subdivision, and finally to the extent available, such annual charge shall be used for the maintenance of the recreation areas and common areas and to provide sewage disposal and street lighting for the subdivision and the usual and ordinary trash collection from each lot.

10. GARBAGE AND TRASH: All garbage shall be wrapped and placed in proper receptacles as designated by the Company and all garbage receptacles and trash shall be stored, until collected, in neat, clean, and orderly condition, in such places as are designated by the Company to give the subdivision a clean and neat appearance.

11. CARE OF LOTS: Lot owners shall keep their lots in a neat, clean and orderly condition, the grass mowed and all bushes, shrubs and trees properly trimmed, and in the event that the owner of any lot shall fail to maintain the same as aforesaid, the Company reserves the right to enter upon such lot and care for the same and cut the grass and remove the rubbish and to trim all trees, bushes and plants and to charge the owner of said lot the actual cost of such upkeep, including office expense and supervisory expense, plus the sum of 15%, which charge shall be due and payable the first of the month following the performance of the work and shall be a lien upon the land to the same extent as the annual charge.

12. WASHING: All wash to be dried must be hung during hours approved by the Company on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot.

13. MOBILE HOME LIMITATIONS: There shall only be one mobile on each lot and all mobile homes must be a minimum of forty (40) feet in length, as designated on certificate of title, and a minimum of twelve feet in width, unless otherwise designated by the Company. All mobile homes must have concrete patio slab at least 10x20 feet and complete sanitary facilities, including among other things, a lavatory, wash basin, a tub or shower, kitchen sink, and must be connected to the sewage outlets in conformity with State health requirements. The space from ground level to floor of mobile home, must be enclosed with suitable materials approved by the Company.

14. ANIMALS: No four-legged animals shall be permitted in the subdivision at any time, and no other pets which the Company deems obnoxious or annoying shall be permitted in the subdivision.

15. ZONING & PLANNING: No portion of the subdivision shall be rezoned or re-platted without the written consent of the Company or the Company's successors or assigns.

16. VIOLATION: The restrictions set forth herein shall be covenants running with the land, and in the event of the violation of same or in the event of the violation of any of rules and regulations lawfully imposed by the Company pursuant to this instrument including the failure to pay any charge imposed pursuant hereto, then the Company may bring any suit at law or in equity to enforce these restrictions, and said rules and regulations, and to collect any amount due, and the person or persons breaching the restrictions or any of the rules or regulations made pursuant hereto or failing to make any of the payments required hereunder, shall be liable for damages and shall further pay unto the company all of the costs of said action together with a reasonable attorney fee for the Company's attorney in bringing said action. Failure of the Company to enforce any restrictions, conditions, covenant or agreement, or rule or regulation made pursuant hereto, shall in no event be deemed a waiver of the right of the Company to enforce the same, as to the same breach or to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause action against the Company by any lot owner, and the Company shall not be required to enforce any covenant set forth herein.

17. DURATION: All of the covenants set forth herein shall be deemed covenants running with the land, and unless otherwise voluntarily terminated by the Company, shall bind all persons and interests and all owners of all lots or any part of said subdivision, their legal representatives, successors and assigns, until January 1 A.D. 2020 except that Company may extend the same for successive periods of ten years each. If any provision of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name by its proper officer thereunto duly authorized and its corporate seal to be affixed this day and year first above written.

HEATHER HILLS ESTATES

2020-01-01

EXHIBIT # 10

Heather Hills is a consecutive water & wastewater system and has no treatment facilities.

The utility DEP PWS ID # is 641-2533

EXHIBIT # 11

2016 Annual Drinking Water Quality Report Heather Hills Estates Utility

We are pleased to provide you with this year's Annual Water Quality Report. We want to keep you informed about the water and services we have delivered to you over the past year. Our goal is and always has been, to provide to you a safe and dependable supply of drinking water. Our water source is; Manatee County Utility. *See attached report.*

"In 2016 the Florida Department of Environmental Protection performed a Source Water Assessment for Manatee County Utilities. The assessment results are available on the FDEP Source Water Assessment and Protection Program website at ww.dep.state.fl.us/swap

This report shows our water quality results and what they mean. If you have any questions concerning this report or concerning your water utility, please contact Chris Stephens at 941-755-0123. We encourage our valued customers to be informed about their water utility. Please call and schedule an appointment if you wish to meet with us.

Heather Hills Estates Utility routinely monitors for contaminants in your drinking water according to Federal and State laws and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1, 2016 to December 31, 2016. Data obtained before January 1, 2016 and presented in this report are from the most recent testing done in accordance with the laws, rules and regulations.

To help you better understand terms used, we've provided the following definitions:

Action Level (AL): The concentration of a contaminant which, if exceeded; triggers treatment or other requirements that a water system must follow.

Maximum Contaminants Level or MCL: the highest level of a contaminant that is allowed in drinking water. MCL's are set as close to the MCL's as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG: The level of a contaminant in drinking water which there is no known or excepted risk to health. MCLG's allow for a margin of safety.

Parts per billion (ppb) or Micrograms per liter (ug/l) – one part by weight of analyte to 1 billion parts by weight of the water sample.

Parts per million or (ppm) or Milligrams per liter (mg/l) – one part by weight of analyte to 1 million parts by weight of the water sample.

"ND" means not detected and indicates that the substance was not found by laboratory analysis.

Stage 2 Disinfectants and Disinfection By-Products							
Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	MCL Violation (Y/N)	Level Detected	Range of Results	MCL G	MCL	Likely Source of Contamination

Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	MCL Violation (Y/N)	Level Detected	Range of Results	MCL G	MCL	Likely Source of Contamination
-------------------------------------	---------------------------	---------------------	----------------	------------------	-------	-----	--------------------------------

Contaminants that may be present in source water include:

- (A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- (B) Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- (C) Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- (D) Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- (E) Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

We at Heather Hills Utility work around the clock to provide top quality water. We ask that all our valued customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

Please call the Heather Hills Estates Utility office if you have any questions: 941-755-0123.



STAGE 2 TOTAL TRIHALOMETHANES (TTHM) AND HALOACETIC ACIDS FIVE (HAA5) EXAMPLE REPORTING FORMAT

Subpart H systems serving 500 or more persons and ground water systems serving 10,000 or more persons shall complete applicable pages of this format and submit them to the Department within 10 days after the end of any quarter in which TTHM/HAA5 monitoring is required. Systems on routine or reduced quarterly TTHM/HAA5 monitoring shall complete pages 1, 2, and 3 of this format. (Add additional rows to the tables on pages 2 and 3 as necessary.) Systems on reduced annual TTHM/HAA5 monitoring shall complete pages 1 and 4 of this format. Additionally, Subpart H systems seeking to qualify for, or remain on, reduced quarterly or annual TTHM/HAA5 monitoring shall complete page 5 of this format. (Add additional rows to the table on page 5 as necessary.)

D/DBPR = Disinfectant and Disinfection Byproducts Rule; LRAA = locational running annual average; MCL = maximum contaminant level; OE = operational evaluation; RAA = running annual average; TOC = total organic carbon.

QUARTERLY MONITORING PERIOD*: April – June 2017

*Indicate the quarterly monitoring period by months and year (e.g., April-June 2012).

SYSTEM INFORMATION

PWS ID Number: 641-2533

PWS Name: Heather Hills Estates Utilities LLC

Source Water Type and Population Size Category:

Ground Water:

Subpart H

- 10,000 – 99,999
- 100,000 – 499,999
- ≥ 500,000

- 500 – 3,300
- 3,301 – 9,999
- 10,000 – 49,999
- 50,000 – 249,999

- 250,000 – 999,999
- 1,000,000 – 4,999,999
- ≥ 5,000,000

Monitoring Mode*: Routine Monitoring Reduced Monitoring

Monitoring Frequency*: Quarterly Annually

Total Number Of Distribution System Monitoring Locations*: 2

Contact Person: Chris Stephens

Phone Number: 941-755-0123

E-Mail Address (optional): HH4925@verizon.net

Fax Number (optional): 941-755-1128

* See 40 CFR 141.621 and 141.623 for more details.

TTHM/HAA5 COMPLIANCE SUMMARY FOR SYSTEMS MONITORING ANNUALLY					
Monitoring Location*	DOH Lab Certification No.	TTHM		HAA5	
		Date TTHM Sample Taken (mo/da/yr)	TTHM Result** (µg/L)	Date HAA5 Sample Taken (mo/da/yr)	HAA5 Result** (µg/L)
		Does any sample result at any location exceed 60 µg/L for TTHM? (YES/NO)***		Does any sample result at any location exceed 45 µg/L for HAA5? (YES/NO)***	

* Location names or numbers should correspond to those in your Stage 2 D/DBPR compliance monitoring plan required under 40 CFR 141.622.
 ** If no TTHM sample exceeds the TTHM MCL of 80 µg/L and no HAA5 sample exceeds the HAA5 MCL of 60 µg/L, the sample result for each monitoring location is considered the LRAA for that monitoring location.
 *** If any sample result at any location exceeds either 60 µg/L for TTHM or 45 µg/L for HAA5, you must resume routine quarterly monitoring under 40 CFR 141.621.

SOURCE WATER TOC COMPLIANCE SUMMARY FOR SUBPART H SYSTEMS SEEKING TO QUALIFY FOR, OR REMAIN ON, REDUCED TTHM/HAA5 MONITORING*											
Treatment Plant**	DOH Lab Certification No.	This Quarter						Previous Quarter	2 Quarters Ago	3 Quarters Ago	Source Water TOC RAA (mg/L)
		Month	No. of Source Water TOC Samples Taken Each Month	Date Each Source Water TOC Sample Taken (mo/da/yr)	Source Water TOC Sample Result (mg/L)	Source Water TOC Monthly Average (mg/L)	Source Water TOC Quarterly Average of Monthly Averages (mg/L)	Source Water TOC Quarterly Average (mg/L)	Source Water TOC Quarterly Average (mg/L)	Source Water TOC Quarterly Average (mg/L)	
							A	B	C	D	
Does any source water TOC RAA at any listed treatment plant exceed 4.0 mg/L? (YES/NO)***											

* Subpart H wholesale systems that treat surface water, including ground water determined by the Department to be under the direct influence of surface water, and that qualify for reduced TTHM/HAA5 monitoring based on the source water TOC RAAs at their treatment plants should provide their source water TOC compliance information to their consecutive systems. Subpart H consecutive systems should obtain source water TOC compliance information from their wholesale systems that treat surface water.

** List each treatment plant treating surface water, including ground water determined by the Department to be under the direct influence of surface water, and delivering some or all of that treated surface water to the system completing and submitting this format.

*** If any source water TOC RAA at any listed treatment plant exceeds 4.0 mg/L, the system completing and submitting this format does not qualify for reduced TTHM/HAA5 monitoring (nor does any other system receiving some or all of its water from that plant).

EXHIBIT # 12

Heather Hills has no consent orders or warning letters with a Government agency in the last 5 years.

EXHIBIT # 13

Heather Hills has no received no customer complaints regarding DEP secondary water standards in the past 5 years.

EXHIBIT # 14

WASTEWATER TARIFF

HEATHER HILLS UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

HEATHER HILLS UTILITIES, LLC
NAME OF COMPANY

3336 GRAND BLVD. SUITE 102

HOLIDAY, FLORIDA 34690
(ADDRESS OF COMPANY)

(863)904 -5574 Business
(863-904-5574 EMERGENCY
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges	16.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 498-S

COUNTY – Manatee

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-0434-FOF-WS	03/28/1996	951533-WS	Grandfather Certificate
PSC-10-0519-FOF-WS	08/16/2010	090093-WS	Transfer of Certificate

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

DESCRIPTION OF TERRITORY SERVED

Township 35 South, Range 17 East
Section 11

The NE 1/4 of the SE 1/4 and the South 1/2 of the SE 1/4 of the NE 1/4.

Also

Township 35 South, Range 17 East
Section 12

From the NW corner of the SW 1/4 of the SW 1/4 of the NW 1/4 run due East 170.0 feet to the Point of Beginning; thence due North 50.0 feet; thence due East 100.0 feet; thence due South 100.0 feet; thence due West 100.0 feet; thence due North 50.0 feet to the Point of Beginning.

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule Available</u>	<u>Sheet No.</u>
Manatee	Heather Hills Estates	GS, RS	12.0, 13.0

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

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

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	9.0	14.0
Adjustment of Bills.....	10.0	22.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation.....	8.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing.....	9.0	16.0
Delinquent Bills.....	7.0	8.0
Evidence of Consumption.....	10.0	22.0
Extensions.....	7.0	6.0
Filing of Contracts.....	10.0	25.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
Limitation of Use.....	8.0	10.0
Payment of Water and Wastewater Service Bills Concurrently.....	10.0	18.0
Protection of Company's Property.....	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-way or Easements.....	9.0	15.0
Tariff Dispute.....	7.0	2.0
Termination of Service.....	9.0	17.0
Type and Maintenance.....	7.0	7.0
Unauthorized Connections - Wastewater.....	10.0	19.0

MICHAEL SMALLRIDGE
 ISSUING OFFICER

MANAGING MEMBER
 TITLE

RULES AND REGULATIONS

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

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

- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 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.

(Continued on Sheet No. 8.0)

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous 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.

- 9.0 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.)

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

- 11.0 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.

(Continued on Sheet No. 9.0)

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

(Continued from Sheet No. 8.0)

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

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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.
- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

(Continued from Sheet No. 9.0)

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

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

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

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 36.79
3/4"	\$ 55.18
1"	\$ 91.97
1 1/2"	\$ 183.94
2"	\$ 294.30
3"	\$ 588.60
4"	\$ 919.69
6"	\$ 1,839.38
Charge per 1,000 gallons	\$ 8.49

- 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 - TBD
- TYPE OF FILING - APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 36.79
Charge per 1,000 gallons	\$ 7.19

- MINIMUM CHARGE - Base Facility
- 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 - TBD
- TYPE OF FILING - APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

CUSTOMER DEPOSITS

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

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

<u>Residential Service</u>	<u>General Service</u>
N/A	N/A

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).

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 - TBD

TYPE OF FILING - APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

MISCELLANEOUS SERVICE CHARGES

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

LATE PAYMENT CHARGE - This charge would be levied when a customer's billing account is not paid timely and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$26.00	\$40.00
Normal Reconnection Charge	\$26.00	\$40.00
Violation Reconnection Charge	\$31.00	\$42.00
Premises Visit Charge (in lieu of disconnection)	\$14.00	\$27.00
Late Payment Charge		\$5.00

EFFECTIVE DATE - TBD

TYPE OF FILING - APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	18.0
Service Availability Policy	17.0

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

SERVICE AVAILABILITY POLICY

Company will provide service to existing lots. There will be no expansion.

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE - TBD

TYPE OF FILING - APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE.....	20.0
COPY OF CUSTOMER'S BILL.....	21.0

MICHAEL SMALLRIDGE.
ISSUING OFFICER

MANAGING MEMBER
TITLE

APPLICATION FOR WASTEWATER SERVICE

HEATHER HILLS ESTATES, LLC

Name _____ Telephone Number _____

Billing Address _____
City State Zip

Service Address _____
City State Zip

Date service should begin _____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wished to terminate service on any premises where wastewater service is supplied by the Company, the Company may require written notice within 30 days prior to the date the Customer desires to terminate service.

Signature

Date

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

WATER TARIFF

HEATHER HILLS UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

WATER TARIFF

HEATHER HILLS UTILITIES, LLC
NAME OF COMPANY

3336 GRAND BLVD. SUITE 102

HOLIDAY, FLORIDA 34690
(ADDRESS OF COMPANY)

(863)904 -5574 Business
(863-904-5574 - Emergency
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

WATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations.....	6.0
Service Availability Policy and Charges.....	19.0
Standard Forms	22.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 577-W

COUNTY – Manatee

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-0434-FOF-WS	03/28/1996	951533-WS	Grandfather Certificate
PSC-10-0519-FOF-WS	08/16/2010	090093-WS	Transfer of Certificate

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

DESCRIPTION OF TERRITORY SERVED

Township 35 South, Range 17 East
Section 11

The NE 1/4 of the SE 1/4 and the South 1/2 of the SE 1/4 of the NE 1/4.

Also

Township 35 South, Range 17 East
Section 12

From the NW corner of the SW 1/4 of the SW 1/4 of the NW 1/4 run due East 170.0 feet to the Point of Beginning; thence due North 50.0 feet; thence due East 100.0 feet; thence due South 100.0 feet; thence due West 100.0 feet; thence due North 50.0 feet to the Point of Beginning.

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Manatee	Heather Hills Estates	GS, RS	12.0, 13.0

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

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

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing.....	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions.....	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements.....	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently.....	10.0	18.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-way or Easements.....	9.0	15.0
Tariff Dispute.....	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Water.....	10.0	19.0

MICHAEL SMALLRIDGE
 ISSUING OFFICER

MANAGING MEMBER
 TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE – Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 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)

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

(Continued from Sheet No. 8.0)

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

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

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

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

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - 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)

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

(Continued from Sheet No. 9.0)

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

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

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

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 27.84
3/4"	\$ 41.77
1"	\$ 69.61
1 1/2"	\$ 139.22
2"	\$ 222.75
3"	\$ 445.51
4"	\$ 696.10
6"	\$ 1,392.21
Charge per 1,000 gallons	\$ 3.19

- 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 - TBD
- TYPE OF FILING - APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

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

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 27.84
3/4"	\$ 41.77
1"	\$ 69.61
1 1/2"	\$ 139.22
2"	\$ 222.75
3"	\$ 445.51
4"	\$ 696.10
6"	\$ 1,392.21
Charge per 1,000 gallons	\$ 3.19

- 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 – TBD
- TYPE OF FILING – APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

CUSTOMER DEPOSITS

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

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

<u>Residential Service</u>	<u>General Service</u>
N/A	N/A

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).

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 - TBD

TYPE OF FILING - APPLICATION FOR TRANSFER

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.

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.

LATE PAYMENT CHARGE – This charge would be levied when a customer's billing account is not paid timely and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$26.00	\$40.00
Normal Reconnection Charge	\$26.00	\$40.00
Violation Reconnection Charge	\$31.00	\$42.00
Premises Visit Charge (in lieu of disconnection)	\$14.00	\$27.00
Late Payment Charge		\$5.00

EFFECTIVE DATE – TBD

TYPE OF FILING – APPLICATION FOR TANSFER

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges	19.0
Service Availability Policy	18.0

SERVICE AVAILABILITY POLICY

Company will provide service to existing lots. There will be no expansion.

SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE - TBD

TYPE OF FILING - APPLICATION FOR TRANSFER

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE.....	21.0
COPY OF CUSTOMER'S BILL.....	22.0

APPLICATION FOR WATER & WASTEWATER SERVICE

HEATHER HILLS UTILITIES, LLC

Name _____ Telephone Number _____

Billing Address _____
City State Zip

Service Address _____
City State Zip

Date service should begin _____ EMAIL INVOICE _____

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 and or wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's 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 & wastewater service will be rendered 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 with written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and wastewater service is supplied by the Company, the Company may require written notice within 30 days prior to the date the Customer desires to terminate service.

Email address: _____

Signature

Date

Heather Hills Utilities, LLC

3336 Grand Blvd.
Suite 102
Holiday, FL 34690
727-937-6275

Utility Bill

7/1/2017

Amount Due
\$85.20

Lee & Karen Daugherty
404 49th Ave. Dr. W.
Bradenton, FL 34207

Amount Paid

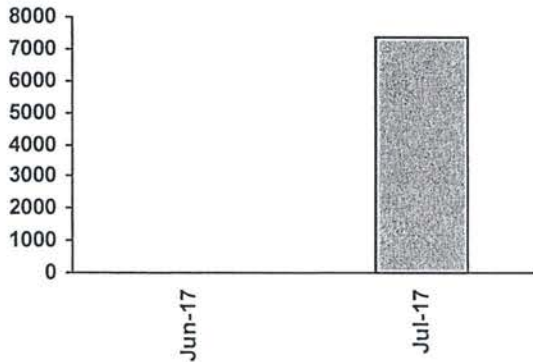
Account Number
G14

Service Address
404 49th Ave. Dr. W.

Payment Due Date
7/21/2017

✂ **Detach Top and Return With Payment**

Service From	To	Description	Meter Readings		e s t Consumption	Meter Multiplier		
			Previous	Current				
3/24/2017	6/21/2017	Residential Use	283300	290650	7350	X	1	\$23.01
		Residential Base						\$27.33
		Sewer						\$35.86



Usage = Graph X 1

Prior Account Balance: (\$1.00)

Current Period Total: \$86.20

Total Amount Due: \$85.20

If payment is made after the due date amount due: \$85.20

If you have any questions concerning your bills, please give us a call between 9:00 AM and 4:00 PM Monday-Friday 727-937-6275 or email at UTILITYBILL1@FUS1LLC.COM

Please Keep Your Meter Clear of Brush And Debris

Customer Name	
Lee & Karen Daugherty	
Account Nbr	Payment Due Date
G14	7/21/2017

EXHIBIT # 18

COMPANY	NUMBER OF CUSTOMERS	RENT & %	OVERHEAD	PAYROLL	TOTAL ALLOCATED COSTS
FLORIDA UTILITY SERVICES 1, LLC			190,530.00	259,397.00	449,927.00
WEST LAKELAND WASTEWATER, INC	316	14%	25,851.22	35,195.13	61,046.34
PINECREST UTILITIES, LLC	130	6%	10,634.99	14,479.01	25,114.00
HOLIDAY GARDENS UTILITIES, LLC	466	20%	38,122.36	51,901.68	90,024.04
CRESTRIDGE UTILITIES, LLC	599	26%	49,002.78	66,714.81	115,717.59
EAST MARION UTILITIES, LLC	105	5%	8,589.80	11,694.58	20,284.39
CHARLIE CREEK UTILITIES, LLC	143	6%	11,698.49	15,926.91	27,625.40
COLLEGE MANOR UTILITIES, LLC	55	2%	4,499.42	6,125.73	10,625.15
ORANGE LAND UTILITIES, LLC	71	3%	5,808.34	7,907.77	13,716.11
McCLEOD GARDENS UTILITIES, LLC	90	4%	7,362.69	10,023.93	17,386.62
HEATHER HILLS UTILITIES	354	15%	28,959.91	39,427.45	68,387.36
NEW COMPANY	0	0%	-	-	-
	2329	100%	190,530.00	259,397.00	449,927.00

Apr-16	11,675.00	18,164.00
May-16	14,487.00	19,444.00
Jun-16	16,723.00	18,692.00
Jul-16	11,899.00	18,406.00
Aug-16	14,438.00	18,438.00
Sep-16	14,288.00	27,733.00
Oct-16	19,246.00	19,329.00
Nov-16	15,008.00	22,909.00
Dec-16	15,684.00	22,780.00
Jan-17	18,004.00	20,230.00
Feb-17	19,710.00	22,148.00
Mar-17	19,368.00	31,124.00
	190,530.00	259,397.00