APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Pursuant to Section 367.071, Florida Statutes)

ORIGINAT

TO: Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 981992-KIS

The undersigned hereby makes application for the transfer of the majority organizational control of <u>Sandy Creek Utilities, Inc.</u>

______ utility operating under Water Certificate No. <u>514-w</u> and/or Wastewater Certificate No. <u>446-S</u> located in <u>______Bay</u>_____ County, Florida, and submits the following

information:

PART I APPLICANT INFORMATION

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

Sandy Creek Utilities, Inc. Name of utility

 850	874-8	393	. (850) 8	874-83	395	
	Phone	No.				Fax	No.	

1732 Hwy. 2297

Office street address

Panama City,F1.32404CityStateZip Code

Check roots and return and

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anter and forgeries sheck:

DOCUMENT NUMBER-DATE

14642 DEC 29 g

FPSC-RECORDS/REPORTING

forwsmich each and

Mailing address if different from street address

Ν.Α.

Internet address if applicable

PSC/WAW 15 (Rev. 8/95)

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

Gary L. S	Souders		(85)0-763-346
Name			Phone No.
7328 Lit	tleton Road	1	
Street add	dress		
Panama C	ity,	F1.	32404 Zip Code
City		State	Zip Code
The full and teleph	name (as i none numbe:	t appears on r of the buye	the certificate), addr er:
N.A	Purchaser	Not currently	y certificated.
Name of ut	-		
(N.A.)	one No.	()
Ph	one No.		Fax No.
Ν.Α.			
Office str	reet addres	38	
Ν.Α.			
City		State	Zip Code
Mailing ac	ldress if d	lifferent fro	m street address
NI A			
<u>NA</u> Internet a	ddress if	applicable	
<u>NA</u> Internet a	ddress if	applicable	
Internet a			
Internet a The name(s officers,) and addre	ess(es) of al	l of the buyer's corpor nd any other person(s) ity.
Internet a The name(s officers, will own a) and addre directors n interest	ess(es) of al , partners an : in the util	nd any other person(s)
Internet a The name(s officers, will own a) and addre directors n interest	ess(es) of al , partners ar : in the util	nd any other person(s) ity.
Internet a The name(s officers, will own a) and addre directors n interest Souders	ess(es) of al , partners ar : in the util	nd any other person(s) ity.

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D)

Part 2

Exhibit A-1

I, Gary Souders, have been employed by the City of Panama City Beach for the past 14 years, as the supervisor for 70 lift stations and two sewer plants. For eight years I operated another small utility company, water and sewer. Also for eight years I operated a plant at the Commodore Condominum. I feel that my experience in this field qualifies me to own and improve the utility company at Sandy Creek. There are several things that I feel can be improved that will make Sandy Creek Utilities system perform more efficiently. I know the laws and regulations concerning utilities in the state of Florida and will be committed to the obligations of running a safe and efficient utility system. I do the necessary testing and see the plant everyday, therefore I know the condition of the plant.

Souder BY: <u>Yang</u> <u>Applicant</u>'s Signature

Gary Souders

Applicant's Name (Typed)

President Applicant's Title

	5	+ A-2		
Form 1040		lepartment of the Treasury - Internal Revenue Service J.S. Individual Income Tax Return 1996 [99] IRS Use Only Do n	lot write or s	taple in this space.
•••••••	-	or the year Jan 1-Dec 31, 1996, or other tax year beginning , 1996, ending	,19	OMB No. 1545-0074
Label	-			al security number 6-56-6769
Use the	JAI			social security number
IRS I	9 O	BOX 9602		_
label. I	PANA	AMA CITY BEACH, FL 32417	Instructi	finding line ons, see pages 1 the booklet.
Presidential Election Camp	algn	Do you want \$3 to go to this fund?	res No X	Note: Checking "Yes" will not change your tax or reduce your
(See page 11.)		If a joint return, does your spouse want \$3 to go to this fund?		refund.
Filing	1	X Single		
Status	2 3	Married filing joint return (even if only one had income) Married filing separate return. Enter spouse's SSN above and full name here.		
Check only	4	Head of household (with qualifying person). (See instructions.) If the qualifying person is a	child but r	ot your dependent,
one box.	•	enter this child's name here.		
	5	Qualifying widow(er) with dependent child (year spouse died > 19). (See instruction	ons.)	
Exemptions	6a	Yourself. If your parent (or someone else) can claim you as a dependent on his or her tax		No. of boxes checked on lines 1
Exemptions	•	return, do not check box 6a	· · ·]	6a and 6b
	b	Dependents: (2) Dependent's social (3) Dependent's (4) No.	of months	No. of your children on line
	C	sécurity number. If born relationship to lived i	n your	6c who:
If more than six		(1) First name Last name in Dec. 1996, see inst. you. home	in 1996.	lived with you didn't live with
dependents,				 you due to divorce or separation
see the	-			(see instructions)
instructions for line 6c.				Dependents on 6c not entered above
101 1110 00.				
				Add numbers
	d	Total number of exemptions claimed		entered on lines above
	7	Wages, salaries, tips, etc. Attach Form(s) W-2		00 000
Income			7	29,938.
		Taxable interest. Attach Schedule Bif over \$400	. 8a	
Attach Copy B of your		Tax-exempt interest. DO NOT include on line 8a	9	
Forms W-2,	5	Dividend income. Attach Schedule B if over \$400 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	· <u> </u>	
W-2G, and 1099–R here.	10 11		11	<u> </u>
1033-A nere.	12	Alimony received Business income or (loss). Attach Schedule C or C-EZ	12	7,570.
lf you did not get a W−2,	13	Capital gain or (loss). If required, attach Schedule D	13	
see the	14	Other gains or (losses). Attach Form 4797	. 14	
instructions	15a	Total IRA distributions	15b	
for line 7.	16a	Total pensions and annuities 16a b Taxable amount (see inst.)	. 16b	
Enclose, but do		Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	. 17	
not attach, any payment. Also,	18	Farm income or (loss). Attach Schedule F	. 18	
please enclose	19	Unemployment compensation	. 19	
Form 1040-V (see the	20a	Social security benefits 20a b Taxable amount (see inst.)	20b	
instructions	21	Other income. List type and amount - see instructions	-	
for line 62).		A state of the sta	21	37,556.
	22	Add the amounts in the far right column for lines 7 through 21. This is your total income		
Adjusted	23a b	Your IRA deduction (see instructions) 23a Spouse's IRA deduction (see instructions) 23b		
Gross	24 24	Moving expenses. Attach Form 3903 or 3903-F		
Income	24 25	One-half of self-employment tax. Attach Schedule SE 25 535		
If line 31 is	26	Self-employed health insurance deduction (see inst.)		
under \$28,495 (under \$9,500	 27	Keogh & self-employed SEP plans. If SEP, check		
if a child didn't	28	Penalty on early withdrawal of savings 28		
live with you),	29	Alimony paid. Recipient's SSN > 29		
see the instructions for	30	Add lines 23a through 29	30	535.
line 54.	31	Subtract line 30 from line 22. This is your adjusted gross Income	31	37,021.
KBA For	Privac	y Act and Paperwork Reduction Act Notice, see page 7.		Form 1040 (1996)

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Form 1040 (199	96)	GARY L SOUDERS	496-56-6769 Page 2
Tax	32	Amount from line 31 (adjusted gross income)	32 37,021.
Compu-	33a	Check if: You were 65 or older, Blind; Spouse was 65 or older, Blind.	
tation		Add the number of boxes checked above and enter the total here	
lation	b	If you are married filing separately and your spouse itemizes deductions or	
		you are a dual-status alien, see instructions and check here	
		· · · · · · · · · · · · · · · · · · ·	
	34	Enter Itemized deductions from Schedule A, line 28, OR	
		Standard deduction shown below for your filing status. But see the	
		Ine instructions if you checked any box on line 33a or b or someone larger can claim you as a dependent.	34 4,000.
		of • Single \$4,000 • Married filing jointly or Qualifying widow(er) \$6,700	
		your: • Head of household \$5,900 • Married filing separately \$3,350	
	35	Subtract line 34 from line 32	35 33,021.
	36		
lf you want the IRS to		line 6d. If line 32 is over \$88,475, see the worksheet in the inst. for the amount to enter	$ _{36} $ 2,550.
figure your	37	Taxable Income. Subtract line 36 from line 35. If line 36 is more than line 35, enter -0-	37 30,471.
tax, see the	38	Tax. See instructions. Check if total includes any tax from a Form(s) 8814	
instructions for line 37.		b ☐ Form 4972	38 5,413.
• • • • • • • • • • • • • • • • • • • •	39	Credit for child and dependent care expenses. Attach Form 2441	
Credits	40	Credit for the elderly or the disabled. Attach Schedule R 40	
	40		
	41	Foreign tax credit. Attach Form 1116 41 Other. Check if from a Form 3800 Form 8396	
	42	c Form 8801 d Form (specify) 42	
	40		43
	43	Add lines 39 through 42	44 5,413.
	44	Subtract line 43 from line 38. If line 43 is more than line 38, enter -0-	45 1,070.
Other	45	Self-employment tax. Attach Schedule SE	46
Taxes	46	Alternative minimum tax. Attach Form 6251	47
	47	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	48
	48	Tax on qualified retirement plans, including IRAs. If required, attach Form 5329	49
	49	Advance earned income credit payments from Form(s) W-2	50
	50	Household employment taxes. Attach Schedule H	77777
			51 6,483.
	51	Add lines 44 through 50. This is your total tax	
Payments	52		
	53		
	54	Earned Income credit. Attach Schedule EIC if you have a qualifying	
		child. Nontaxable earned income: amount NO 54	
Attach			
Forms W-2,			
	55	Amount paid with Form 4868 (extension request)	
W-2G, and	56	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56	
	56 57	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 57	5.872
W-2G, and 1099-R on page one.	56 57 58	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 Add lines 52 through 57. These are your total payments 57	<u>58</u> <u>5,872</u> .
W-2G, and 1099-R on page one. Refund	56 57 58 59	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a ☐ Form 2439 b ☐ Form 4136 57 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID .	59
W-2G, and 1099-R on page one. Refund Have it sent	56 57 58	Amount paid with Form 4868 (extension request)	
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank	56 57 58 59	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a ☐ Form 2439 b ☐ Form 4136 57 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: ☐ Checking ☐ Savings	59
W-2G, and 1099-R on page one. Refund Have it sent directly to	56 57 58 59	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a ☐ Form 2439 b ☐ Form 4136 57 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: ☐ Checking ☐ Savings	59
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See	56 57 58 59 60a 61	Amount paid with Form 4868 (extension request). Excess social security and RRTA tax withheld (see inst.). Other payments. Check if from a Form 2439 b Form 4136 Add lines 52 through 57. These are your total payments If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: Checking Savings d Account number Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61	59
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in	56 57 58 59 60a	Amount paid with Form 4868 (extension request). Excess social security and RRTA tax withheld (see inst.). Other payments. Check if from a Form 2439 b Form 4136 Add lines 52 through 57. These are your total payments If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: Checking Savings d Account number Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE.	59 60a
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d.	56 57 58 59 60a 61	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 57 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID	59
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W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount	56 57 58 59 60a 61 62 63	Amount paid with Form 4868 (extension request). Excess social security and RRTA tax withheld (see inst.). Other payments. Check if from a Form 2439 b Form 4136 Add lines 52 through 57. These are your total payments If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: Checking Savings d Account number Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE. For details on how to pay and use Form 1040-V, see instructions. Estimated tax penalty. Also include on line 62 der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and the form and accompanying schedules and statements.	59 60a 62 611. o the best of my knowledge and 611.
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount You Owe	56 57 58 59 60a 61 62 63	Amount paid with Form 4868 (extension request). Excess social security and RRTA tax withheld (see inst.). Other payments. Check if from a Form 2439 b Form 4136 Add lines 52 through 57. These are your total payments If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number C Type: Checking Savings d Account number Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE. For details on how to pay and use Form 1040-V, see instructions. Estimated tax penalty. Also include on line 62 der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to ief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of w	59 60a 62 611. o the best of my knowledge and 611.
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount You Owe Sign Here	56 57 58 59 60a 61 62 63	Amount paid with Form 4868 (extension request)	59 60a 62 611. 62 611. o the best of my knowledge and hich preparer has any knowledge.
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount You Owe Sign Here Keep a copy	56 57 58 59 60a 61 62 63	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 57 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: Checking Savings d Account number 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE. For details on how to pay and use Form 1040-V, see instructions, 63 der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to isef, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of w Your signature Date Your occupation	59 60a 62 611. o the best of my knowledge and hich preparer has any knowledge.
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W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount You Owe Sign Here Keep a copy of this return	56 57 58 59 60a 61 62 63 Un bel	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 57 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU Amount of line 59 you want REFUNDED TO YOU 56 Amount of line 59 you want REFUNDED TO YOU 57 Amount of line 59 you want REFUNDED TO YOU 57 Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE. 61 For details on how to pay and use Form 1040-V, see instructions. 53 der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and the ief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of w Your signature Date Your occupation MAI INTEINAN Spouse's occupation	59 60a 62 611. 62 611. o the best of my knowledge and hich preparer has any knowledge. NCE On
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount You Owe Sign Here Keep a copy of this return for your records.	56 57 58 59 60a 61 62 63 0n bel	Amount paid with Form 4868 (extension request) 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: Checking Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE. For details on how to pay and use Form 1040-V, see instructions. 63 der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to isef, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of w Your signature Date Your occupation MATINTENAN Spouse's signature. If a joint return, BOTH must sign. Date Check if	59 60a 62 611. 62 611. o the best of my knowledge and hich preparer has any knowledge. NCE On Preparer's social security no.
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount You Owe Sign Here Keep a copy of this return for your records. Paid	56 57 58 59 60a 61 62 63 0n bel	Amount paid with Form 4868 (extension request). 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 57 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: Checking Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE. For details on how to pay and use Form 1040-V, see instructions. 63 der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to isef, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of w Your signature Date Your occupation MAINTENAN Spouse's signature. If a joint return, BOTH must sign. Date Check if self-employed	59 60a 62 611. 62 611. o the best of my knowledge and hich preparer has any knowledge. NCE on Preparer's social security no. 324-24-2815
W-2G, and 1099-R on page one. Refund Have it sent directly to your bank account! See inst. and fill in 60b, c, and d. Amount You Owe Sign Here Keep a copy of this return for your records.	56 57 58 59 60a 61 62 63 Un bel Fir	Amount paid with Form 4868 (extension request). 55 Excess social security and RRTA tax withheld (see inst.) 56 Other payments. Check if from a Form 2439 b Form 4136 Add lines 52 through 57. These are your total payments 57 If line 58 is more than line 51, subtract line 51 from line 58. This is the amount you OVERPAID Amount of line 59 you want REFUNDED TO YOU b Routing number c Type: Checking Amount of line 59 you want APPLIED TO 1997 ESTIMATED TAX 61 If line 51 is more than line 58, subtract line 58 from line 51. This is the AMOUNT YOU OWE. For details on how to pay and use Form 1040-V, see instructions. 63 der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to izef, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of w Your signature Date Your occupation MATINTENAN Spouse's signature. If a joint return, BOTH must sign. Date Check if	59 60a 62 611. 62 611. o the best of my knowledge and hich preparer has any knowledge. NCE On Preparer's social security no.

Form 1040 (1996)

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Schedule C (Form 1040) (Sole Proprietorship) Partnerships, joint ventures, etc., must file Form 1065.								OMB No. 1545-0074 1996 Attachment
	tment of the Treasury al Revenue Service	 Attach 	1 to For	m 1040 or Form 1041.	See Instructions for Schedule C (I	orm 1	040).	Sequence No. 09
Name	of proprietor GARY L SOUI	DERS						ty number (SSN) 66-6769
Ā				g product or service (see pa MAINTENANCE	ge C-1)			cipal business code C−6) ► 8888
с	Business name. If no s							ID number (EIN), if any
E	MPS Business address (inc	-						
F	City, town or post offic Accounting method:		X Cas		(3) Other (specify) >			
г G					1996? If "No," see page C-2 for limit on	losses		X _{Yes} No
н	If you started or acquir							
Par			11000 40					
1		Caution	lf this in	come was reported to you or	n Form W-2 and the "Statutory			
•					ere	. П	1	20,068.
•	• •						2	
2						• •	3	20,068.
3	Subtract line 2 from lin	• •				•••	4	
4	-					• •	5	20,068.
5	Gross profit. Subtrac					• •	6	
6				e gasoline of luel lax credit o	rrefund (see page C-2)		7	20,068.
7 [##333	Gross Income. Add lin			<u> </u>				
Par		Enter expe	1	r business use of your home			19	
8	Advertising	· · ·	8		19 Pension and profit-sharing plans	• •		
9	Bad debts from sales of				20 Rent or lease (see page C-4):		20a	
	services (see page C-	-	9	· · · · · · · · · · · · · · · · · · ·	a Vehicles, machinery, and equipment	•••	20a	
10	Car and truck expense			6 200	b Other business property		200	
	(see page C-3)		10	6,200.				
11	Commissions and fee	s	11		22 Supplies (not included in Part III)		22	
12	Depletion		12		23 Taxes and licenses		23	
13	Depreciation and sect	ion 179	1 1		24 Travel, meals, and entertainment	:		
	expense deduction (n	ot incl.			a Travel	• •	24a	
	in Part III) (see page C	-3)	13	343.	b Meals and en-			
14	Employee benefit prog	grams			tertainment			
	(other than on line 19)		14		c Enter 50% of			
15	Insurance (other than	health)	15		line 24b subject to limitations		1 1	
16	Interest:				(see pg, C-4)			
а	Mortgage (paid to bar	nks, etc.)	16a		d Subtract line 24c from line 24b.		24d	
b	Other		16b	410.	25 Utilities		25	
17	Legal and professiona	al			26 Wages (less employment credits)	26	
	services		17		27 Other expenses (from line 48 on			0 150
18	Office expense		18		page 2)		27	3,150.
28	Total expenses befor	reexpenses	s for bus	siness use of home. Add line	s 8 through 27 in columns	.►	28	10,103.
29	Tentative profit (loss).	Subtractlin	ne 28 fro	mline7			29	9,965.
30				. Attach Form 8829			30	
31	Net profit or (loss). S				-		T	
					, line 2 (statutory employees,			
	see page C-5). Estate						31	9,965.
	 If a loss, you MUST 							
32				cribes your investment in thi	s activity (see page C-5).			
02				Form 1040, line 12 and ALSC		3	2a 🗌	All investment is at risk.
				tates and trusts, enter on For			2b	Some investment is not
						-		at risk.
	 If you checked 32b 	, you ivi031	anach		- · · · · · · · · · · · · · · · · · · ·		Cab	dule C (Earm 1040) 1996

KBA For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule C (Form 1040) 1996

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				SOUDERS
Part III	Cost of C	Goods So	d (see page C-5)

•

•.'

33	Method(s) used to				
34	value closing inventory: (1) Cost (2) or market (3) explanation) Was there any change in determining quantities, costs, or valuations between opening and closing inventory?	°lf"Ye	s," attac	ch	
35	explanation	35	· ·	· · ·	Yes No
36	Purchases less cost of items withdrawn for personal use	36			<u> </u>
37	Cost of labor. Do not include salary paid to yourself	37			
38	Materials and supplies	38			
39	Other costs	39			
40	Add lines 35 through 39	40			
41	Inventory at end of year	41			
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42			
43	line 10 and are not required to file Form 4562 for this business. See the instructions for line 13 on page C-3 to find out if you must file. When did you place your vehicle in service for business purposes? (month, day, year)				<u>. </u>
44	Of the total number of miles you drove your vehicle during 1996, enter the number of miles you used your vehi				
а	Business b Commuting c Other		<u>.</u>		
45 46 47a b Par	Do you (or your spouse) have another vehicle available for personal use?			Yes Yes Yes Yes	No No No No
GLO	DVES				50.
тос	DLS				600.
PAF					2,500.
					<u> </u>
<u></u>					
48	Total other expenses. Enter here and on page 1, line 27.	48			3,150.
KBA		Sc	hedule	C (Form	1040) 1996

(Fo Depar	tment of the Treasury	► Attact	n to Fo	(Sole ► Partnerships, joint vent	SS From Business Proprietorship) tures, etc., must file Form 1065. See Instructions for Schedu		1040).	OMB No. 1545-0074 1996 Attachment Sequence No. 09
-	e of proprietor							ity number (SSN)
A	GARY L SOUDI Principal business or pro	ofession, i	includi	ng product or service (see pa	ge C-1)	BE	Enter prin	56-6769 Icipal business code
				EXOTIC ANIMAL	S BREED			C-6) ► 1974
с 	Business name. If no se GARY L SOUDI	ĖRS					mpioyer	ID number (EIN), if any
E	Business address (inclu City, town or post office,	iding suite state, and	or roo d ZIP c	mno.) > 7328 LIT Dde PANAMA C	TLETON RD ITY, FL 32404			
F	Accounting method:	(1)		ish (2) 🗌 Accrual	(3) X Other (specify) ► HY	BRID		
G	Did you "materially partic	cipate" in t	the ope	pration of this business during	1996? If "No," see page C-2 for lir		es .	X _{Yes} No
н	If you started or acquired				· · · · · · · · · · ·			<u>> []</u>
Par								
1	Gross receipts or sales.	Caution:	lf this i	ncome was reported to you or	n Form W–2 and the "Statutory	-		
	employee" box on that fo	orm was c	hecke	d, see page C–2 and check b	ere	► 🛯	1	500.
2	Returns and allowances	s					2	500.
3	Subtract line 2 from line	1					3	
4	Cost of goods sold (from	n line 42 o	n page	2)			4	1,500.
5	Gross profit. Subtract li						5	(1,000.)
6	Other income, including	j Federal a	and sta	te gasoline or fuel tax credit o	r refund (see page C-2)		6	(1 000)
7	Gross Income. Add line			<u></u>		<u> </u>	7	(1,000.)
Par	t II Expenses.E	nter expe	nses fo	r business use of your home				
8	Advertising		8		19 Pension and profit-sharing	-	19	
9	Bad debts from sales or				20 Rent or lease (see page C-4	4):		
	services (see page C-3))	9		a Vehicles, machinery, and equip	ment	20a	
10	Car and truck expenses	3			b Other business property		20b	
	(see page C-3)		10		21 Repairs and maintenance		21	
11	Commissions and fees		11	·····	22 Supplies (not included in P		22	100
12	Depletion		12		23 Taxes and licenses		23	100.
13	Depreciation and sectio	n 179			24 Travel, meals, and entertair	nment:		
	expense deduction (not	t incl.			a Travel		24a	
	in Part III) (see page C-3	3)	13	382.	b Meals and en-			
14	Employee benefit progr	ams			tertainment			
	(other than on line 19)		14		c Enter 50% of			
15	Insurance (other than he	ealth) ,	15		line 24b subject to limitations			
16	Interest:				(see pg. C-4)			
а	Mortgage (paid to bank	s, etc.)	16a		d Subtract line 24c from line 2	24b,	24d	
b	Other		16b		25 Utilities		25	
17	Legal and professional				26 Wages (less employment c		26	<u>.</u>
	services		17		27 Other expenses (from line 4	18 on		010
<u>18</u>	Office expense	<u></u>	18		page 2) ,	<u> </u>	27	<u>913.</u> 1,395.
28	•	•			s 8 through 27 in columns	⊳		
29	Tentative profit (loss). S						. 29	(2,395.)
30	Expenses for business (-					. 30	
31	Net profit or (loss). Sui	btract line	30 fror	n line 29.	-			
					, line 2 (statutory employees,			(0.00E)
	see page C-5). Estates	and trusts	s, enter	on Form 1041, line 3.		•	31	(2,395.)
	• If a loss, you MUST g	jo on to lin	e 32.		L			
32				scribes your investment in this			معا	
	• If you checked 32a, e	onter the k	osson	Form 1040, line 12 and ALSC) on Schedule SE, line 2	`	32a 🛛	All investment is at risk.
	(statutory employees, se	ee page C	-5). Es	states and trusts, enter on For	m 1041, line 3.		32b 📋	Some investment is not
	If you checked 32b, y	ou MUST	attach	Form 6198.	[at risk.

KBA For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule C (Form 1040) 1996

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4	9	6	-5	66		6	7	6	9	Page 2
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Schedule C (Form 1040) 1996	GARY	L	SOUDERS
Part III Cost of Goo	ods Solo	d (see page C-5)

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33 34	Method(s) used to value closing inventory: (1) Cost (2) Cost (2) Cost (3) C		s,"attach □ .	
35	explanation Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	· · · · ·	Yes X No 700
36	Purchases less cost of items withdrawn for personal use	36		<u>-</u>
37	Cost of labor. Do not include salary paid to yourself	37		<u></u>
38	Materials and supplies	38		<u> </u>
39	Other costs	39		
40	Add lines 35 through 39	40	3,	700.
41	Inventory at end of year	41	2,	200.
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42	1,	500.
43 44 45 46 47a	When did you place your vehicle in service for business purposes? (month, day, year) Of the total number of miles you drove your vehicle during 1996, enter the number of miles you used your vehicle Business b Commuting c Other Do you (or your spouse) have another vehicle available for personal use?	 	· · · Yes	No No No
b	Do you have evidence to support your deduction? If "Yes," is the evidence written? Other Expenses. List below business expenses not included on lines 8–26 or line 30.			No No
AM	ORTIZATION			513.
AN	IMAL FEED			400.
48	Total other expenses. Enter here and on page 1, line 27.	48		913.
KB		Sc	chedule C (Form 1040)	1996

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SCHEDULE SE (Form 1040)

Department of the Treasury

Internal Revenue Service (99)

Self–Employment Tax

► See Instructions for Schedule SE (Form 1040).

Attach to Form 1040.

1996 Attachment Sequence No. 17

OMB No. 1545-0074

Name of person with self-employment income (as shown on Form 1040)	Social security number of person
GARY L SOUDERS	with self-employment income > 496-56-6769

Who Must File Schedule SE

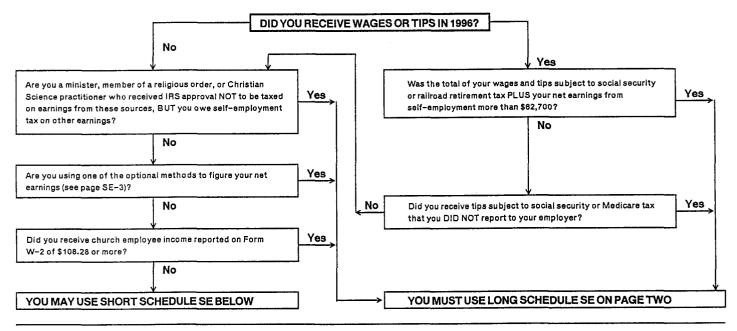
You must file Schedule SE if:

- You had net earnings from self-employment from other than church employee income (line 4 of Short Schedule SE or line 4c of Long Schedule SE) of \$400 or more, OR
- You had church employee income of \$108.28 or more. Income from services you performed as a minister or a member of a religious order is not church employee income. See page SE-1.

Note: Even if you had a loss or a small amount of income from self-employment, it may be to your benefit to file Schedule SE and use either "optional method" in Part II of Long Schedule SE. See page SE-3.

Exception. If your only self-employment income was from earnings as a minister, member of a religious order, or Christian Science practitioner and you filed Form 4361 and received IRS approval not to be taxed on those earnings, **do not** file Schedule SE. Instead, write "Exempt-Form 4361" on Form 1040, line 45.

May I Use Short Schedule SE or MUST I Use Long Schedule SE?



Section A --- Short Schedule SE. Caution: Read above to see if you can use Short Schedule SE.

1	Net farm profit or (loss) from Schedule F, line 36, and farm partnerships, Schedule K-1 (Form	4	
2	1065), line 15a Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; and Schedule K-1 (Form	<u> </u>	
~	1065), line 15a (other than farming). Ministers and members of religious orders see page SE-1		
	for amounts to report on this line. See page SE-2 for other income to report	2	7,570.
3	Combine lines 1 and 2	3	7,570.
Δ	Net earnings from self-employment. Multiply line 3 by 92.35% (.9235). If less than \$400,		
	do not file this schedule; you do not owe self-employment tax	4	6,991.
5	Self-employment tax. If the amount on line 4 is:		
•	• \$62,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on		
	Form 1040, line 45.	5	1,070.
	• More than \$62,700, multiply line 4 by 2.9% (.029). Then, add \$7,774.80 to the		
	result. Enter the total here and on Form 1040, line 45.		
6	Deduction for one-half of self-employment tax. Multiply line 5 by		
•	50% (.5). Enter the result here and on Form 1040, line 25		
K		chedu	le SE (Form 1040) 1996

Form **4562**

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Depreciation and Amortization (Including Information on Listed Property)

FOIL	4502		ading miormation (FIU	Jerry			1996
	tment of the Treasury		la Incântrationa 🕨	Attach this f	orm te	o yo ur re turn.			Attachment Sequence No. 67
	al Revenue Service (99)	See separat	te instructions.						Identifying number
	e(s) shown on return RY L SOUDERS	5	SCH C MP				VIC	E	496-56-6769
Pa	rt I Election to	Expense Certain T	angible Property (Section 1	79)	(Note: If you	have	anv "lis	ted property,"
		V before you complete Parl			-,	(,)			
1	Maximum dollar limitati	ion. If an enterprise zone bu	isiness, see page 2 of the	instructions				1	\$ 17,500
2	Total cost of section 17	9 property placed in service	e. See page 2 of the instruc	ctions .				2	
3	Threshold cost of section	on 179 property before redu	uction in limitation				• •	3	\$200,000
4		Subtract line 3 from line 2.						4	
5		year. Subtract line 4 from lin	e 1. If zero or less, enter -	0–. If married				_	
		age 2 of the instructions			·	·····	<u></u>	5	
	(a) D	escription of property	(b) Co	ost (business us	se only	(c) Electe	d Cos	t	
			L						
7		amount from line 27			7	1		8	
8		ction 179 property. Add am	-			• • • •	•••	0 9	
9 10		nter the smaller of line 5 or li d deduction from 1995. See					• •	10	
11		tion. Enter the smaller of bu					· ·	11	
12		leduction. Add lines 9 and 1	•	•	100(0	566 1130 0 000113	<i>י</i> יי יי	12	
13	•	d deduction to 1997. Add li			13	T			
		rt III below for listed propert				ar telephones.			
		ty used for entertainment, re					ertv.		
Par								ax Y	ear (Do Not Include
60000000	Listed Pro	-				-			•
	· · · · · · · · · · · · · · · · · · ·		tion A – General Asset A	ccount Elec	llon				
14	If you are making the el	ection under section 168(i)	(4) to group any assets pla	aced in servic	e duri	ng the tax year	into or	ne or m	ore
	general asset accounts	, check this box. See page	2 of the instructions		 .				
		Section B - Gener	ral Depreciation System	(GDS) (See	page	3 of the instruct	ions.)		
	(a) Classification of pro	(b) Month and year placed in service	(C) Basis for depreciation (business/investment use only see instructions)	(d) Recove period		(e) Convention	(f) ∧	lethod	(g) Depreciation deduction
15 a	3-year property								
b	5-year property								
C	7-year property		2,400	7		HY	200	DB	343
d	10-year property								
	15-year property								
f	20-year property						ļ		
	25-year property			25 yrs.				S/L	
h	Residential rental			27.5 yrs.		MM		5/L	
	property			27.5 yrs.		MM		S/L	
I	Nonresidential real			39 yrs.		MM		5/L	
	property				<u>_</u>	MM		5/L	
	<u> </u>	Section C - Alternative	Depreciation System (A	US) (See pa	<u>ge 4 o</u>	tine instruction		2/1	
	Class life							5/L	
	12-year			12 yrs.				5/L	
c Par	40-year	reciation (Do Not Ind	clude Listed Broos	40 yrs.		MM of the instructi		S/L	
17		ons for assets placed in serv				for the instruct	ons.)	17	······
18		tion 168(f)(1) election			•••		• •	18	
19	ACRS and other depre				• •		• •	19	
Par	00000000	(See page 4 of the instruction	ons.)	<u> </u>	·•		_+ł		L <u></u>
20	Listed property. Enter a							20	
21		on line 12, lines 15 and 16 ir	n column (a). and lines 17	through 20. I	 Enter l	here			
		lines of your return. Partner		-				21	343
	••••	•						*****	
22	For assets shown abov	e and placed in service duri	ing the current year, enter						

KBA For Paperwork Reduction Act Notice, see page 1 of the separate instructions.

OMB No. 1545-0172

												400		760	
		ARY L SOUI Property-Au			tain O	thor V	obiolo		llular ï'o	lonho		496-			Page 2
		ty Used for Ei						•		iepiio	1103, 1		i com	Juleis	anu
	-	any vehicle for whi								xpense	, comple	ete only			
		columns (a) throug		-		-			-	·	· ·				
		on A-Depreciation						5 of the	instruction	s for lin	nitations	for auto	mobiles.)	
<u>23a</u>	Do you have evide	ence to support the	business/ir	nvestmei	nt use cla	imed?	X Yes	No	23b f"	es," is t	he evid	ence writ	tten?	X Yes	
	(a)	(b)	(C) Business/		(d)		(e) sis for dep	registion	(f)		g)		h)		i) cted
	Type of property (list vehicles first)	Date placed in service	investment use	Cos	t or other basis	(bu	siness/inv use on	estment	Recovery		thod/ rention	· ·	eciation luction	secti	on 179
	· · · · · · · · · · · · · · · · · · ·		percentage	<u> </u>	•••••					0011				c	ost
<u>24</u> 83		re than 50% in a qu 01/01/92			(See pa	995 01 tr 	neinstruc	tions.):	T	T					······
	TORD THE		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	1											
			<u>/0</u> %												
25	Property used 50%	% or less in a qualifi			e page 5	of the in	structior	າອ.):		L+		.			
93	FORD RA	11/05/96	50.00%							S/L-					
			%							S/L-					
			%							S/L-	_;				
26	Add amounts in co	olumn (h). Enter the	e total here a	and on lir	10 20, pa	ge1.		•••		•••	26			_	
27	Add amounts in co	olumn (i). Enter the					· · ·	· · ·	<u></u>	<u> </u>	••		. 27		
_					Informa									-1	
	plete this section fo													cies to	
your	employees, first and	swer the questions	in Section C											(f	<u></u>
28	Total business (in	unatmont milon driv	on during	(a) Iuring Vehicle 1		(t Vehic			ic) nicle 3	o) Vehic		(e) Vehicle 5		Vehic	
20		vestment miles drive include commuting	-	Vern	5000		5000			Verno	/0 T	<u>von</u>		Vorne	
29		miles driven during		}	0		0								
30	-	nal (noncommuting	-												
			,		5000		0								
31	Total miles driven														
	Add lines 28 throu			1	0000	1	5000								
		•		Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
32	Was the vehicle a	vailable for persona	ો							i					
	use during off-du	ty hours?		X		X									
33	Was the vehicle us	sed primarily by a													
		ner or related perso	• •	X		X							ļ		
34		available for perso	nal	x		x									
	use?		<u> </u>							Thele E			I	l	
•	wer these questions	Section C		-	-				-						
	more than 5% owne			ception	o compi	aung Se		A AGUIC	105 0500 D	/ en ipio	y005 WI				
moti	indre man 578 Owne	13 Of Telated person												Yes	No
35	Do vou maintain a	written policy state	mentthatp	rohibits	ali persoi	nal use o	of vehicle	s. inclu	dina comm	nutina.					
	•	s?	•		•				-	-					
36		written policy state									uremple	oyees?			
	,	instructions for veh	•					•	-						
37	Do you treat all us	e of vehicles by emp	oloyees as j	personal	use?										
38	•	ore than five vehicle													
		cles, and retain the	•												
39	Do you meet the re	equirements conce	rning qualif	ied autor	mobile d	emonstr	ationuse	e? See j	page 6 of ti	ne instru	uctions				
		ver to 35, 36, 37, 38	or 39 is "Ye	s," you ne	ed not c	omplete	Section	B for th	ne covered	vehicle	S.				
Pa	rt VI Amor	tization	·					······,			<u> </u>				
	(a))			c)		(d		1	e) tization		(f)	
	Description	of costs		ortization gins			tizable ount	ł	Co sec	de tion	per	iod or entage	Am	ortization : this year	ror

		Degins	amount	section	perce	ntage	this year
40	Amortization of costs that begins durin	g your 1996 tax year:					
41	Amortization of costs that began befor	e 1996	· · · · · · · · · · · · · · · · · · ·	• • • ••		41	
42	Total. Enter here and on "Other Deduc	ctions" or "Other Expe	nses" line of your return		l	42	

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Form 4562 (1996)

Form 4562

Depreciation and Amortization

(Including Information on Listed Property)

1996 Attachment Department of the Treasury Attach this form to your return. Sequence No. 67 See separate instructions. Internal Revenue Service (99) Business or activity to which this form relates Identifying number Name(s) shown on return SCH C GARY L SOUDERS ARGRICULT 496-56-6769 GARY L SOUDERS Election to Expense Certain Tangible Property (Section 179) (Note: If you have any "listed property," Part I complete Part V before you complete Part I.) 1 \$ 17,500 Maximum dollar limitation. If an enterprise zone business, see page 2 of the instructions 1 2 2 Total cost of section 179 property placed in service. See page 2 of the instructions 3 \$200,000 3 Threshold cost of section 179 property before reduction in limitation 4 4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0- , . . . Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married 5 5 filing separately, see page 2 of the instructions (a) Description of property (b) Cost (business use only (c) Elected Cost 6 7 7 8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 8 9 9 Tentative deduction. Enter the smaller of line 5 or line 8 10 Carryover of disallowed deduction from 1995. See page 2 of the instructions 10 11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions) 11 12 12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 13 Carryover of disallowed deduction to 1997. Add lines 9 and 10, less line 12 13 Note: Do not use Part II or Part III below for listed property (automobiles, certain other vehicles, cellular telephones, certain computers, or property used for entertainment, recreation, or amusement). Instead, use Part V for listed property. MACRS Depreciation For Assets Placed in Service ONLY During Your 1996 Tax Year (Do Not Include Part II Listed Property.) Section A - General Asset Account Election If you are making the election under section 168(i)(4) to group any assets placed in service during the tax year into one or more 14 general asset accounts, check this box. See page 2 of the instructions Section B - General Depreciation System (GDS) (See page 3 of the instructions.) (b) Month and (C) Basis for depreciation (d) Recovery (f) Method (g) Depreciation deduction (e) Convention (a) Classification of property ear placed in service business/investment use only -- see instructions) period 15 a 3-year property b 5-year property 1,417 HΥ 200DB 202 7 c 7-year property ΗY 200DB 180 1,800 10 d 10-year property e 15-year property 20-vear property f S/L 25 vrs. g 25-year property S/L 27.5 yrs. MM h Residential rental MM S/L 27.5 vrs. property MM S/L 39 yrs. 1 Nonresidential real MM S/L property Section C - Alternative Depreciation System (ADS) (See page 4 of the instructions.) S/L 16 a Class life S/L b 12-year 12 yrs. S/L c 40-year 40 yrs. MM Part III Other Depreciation (Do Not include Listed Property.) (See page 4 of the instructions.) GDS and ADS deductions for assets placed in service in tax years beginning before 1996 17 17 18 18 Property subject to section 168(f)(1) election 19 19 ACRS and other depreciation Part IV Summary (See page 4 of the instructions.) 20 20 Listed property, Enter amount from line 26 Total. Add deductions on line 12, lines 15 and 16 in column (g), and lines 17 through 20. Enter here 21 382 21 and on the appropriate lines of your return. Partnerships and S corporations -- see instructions 22 For assets shown above and placed in service during the current year, enter 22 the portion of the basis attributable to section 263A costs

KBA For Paperwork Reduction Act Notice, see page 1 of the separate instructions.

Form 4562 (1996)

OMB No. 1545-0172

м 	Department of the Treasury Internal Revenue Service	1997	Voucher	4	OMB No. 1545-0087
O R	1040-ES		Payment	-	

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File only if you are making a payment of estimated tax. Return this voucher with check or money order payable to the "Internal Revenue Service." Please write your social security number and "1997 Form 1040–ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

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Calendar year -- Due Jan. 15, 1998

	PLEA	Your first name and initial GARY L	Your last name SOUDERS	Your social security number 496-56-6769						
Amount of Payment	SE	If joint payment, complete for spouse								
Anouncorr aymone	PR I	Spouse's first name and initial	Spouse's last name	Spouse's social security number						
s 152	O R	Address (number, street, and apt. no.) P O BOX 9602								
•	I Y E	City, state, and ZIP Code. (If a for PANAMA CITY BEA		/ince or state, postal code, and country)						

KBA For Paperwork Reduction Act Notice, see instructions on page 1.

		DECLARATI	ON OF ESTIN		ED					
1997 _{FORM} 1040-	-ES	INCOME TA			TAXPAYER'S COPY For Your Records - Do Not File					
Taxpayer's Social S 496-56-6	Security Number 769	Spouse's Social Se	curity Number		For Calendar Year 1997 or Fiscal Year Ending 19					
First Name(s) a	nd Initial(s)	Last Name(s)	Last Name(s)			r Money Order Payab	le To:			
GARY L SO	UDERS				internal Re	evenue Service				
Address P O BOX 9	602									
City, State, Zip PANAMA CI	TY BEACH FL	32417			Inclu	ude SSN(s) on check	or money order.			
Payment Schedule	Total Estimated Tax	Overpayment	Total Amount to be	Pay	Payment Record					
Due Date	for the year	Credited to this year	Paid	Amo	ount Paid	Date Mailed	Check or Money Order Number			
April 15, 1997	153		153							
June 16, 1997	153		153							
Sept. 15, 1997	153		153							
Jan. 15, 1998	152		152							
Total	611		611							

1997 FORM 1040-	-ES	DECLARAT INCOME TA FOR THE Y		TED PRACTITIONER'S COPY
Taxpayer's Social S 496-56-6		Spouse's Social Se	ecurity Number	For Calendar Year 1997 or Fiscal Year Ending 19
First Name(s) a	.,	Last Name(s)		
Address P O BOX 9 City, State, Zip				_
	TY BEACH FL	32417		
Payment Schedule	Total Estimated Tax	Overpayment	Total Amount to be	
Due Date	for the year	Credited to this year	Paid	
April 15, 1997	153		153	
June 16, 1997	153		153	
Sept. 15, 1997	153		153	
Jan. 15, 1998	152		152	
Total	611		611	

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For Paperwork Reduction Act Notice, see instructions on page 1.

TRANSPORTATION AND TRAVEL FOR SCHEDULES C, E, AND F

Name(s)GARY L SOUDERS				_{SSN} 496-56-	6769
TRAVEL EXPENSES (other than me	als)		ACTUAL VEHICLE EXP	VEHICLE 1	VEHICLE 2
Plane/rail fares			Gas/oil/lube		
Car rentals/taxi/etc.			Tires/batteries/repairs/etc		
Lodging/baggage/tips			Gar rent/auto club/cleaning .		
Electronic services, computer rent, etc			Insurance/licenses		
Laundry/cleaning			3. Totai		
Total			4. Line 3 x bus %		
			5. Finance chg/interest x bus %, .		
Report meals, entertainment, tips and Bus. amount directly on Schedule	% of leased vehicle paym	ents – inclusion	6. Pers prop tax x bus %		****
TRANSPORTATION EXP					
			7. Line 2 or line 4		
	X/////////////////////////////////////		whichever applicable	1,550	4,650
	VEHICLE 1	VEHICLE 2	8. Parking and tolls		
1. Bus. miles this year/this activity	5000	15,000	9. Local business		
2. Line 1 x .31 (cents)	1,550	4,650	transportation		
			Total (add lines 5-9)	1,550	4,650

DEPRECIATION AND MILEAGE RECORDS		V	EHICLE 1			V	EHICLE 2	
Complete lines 19 through C for prior years	Bus.	Business	Depr. Actually	Other Basis	Bus.	Business	Depr. Actually	Other Basis
only, and lines D, E, F, and G for the current year.	%	Mileage	Claimed	Adjustment	%	Mileage	Claimed	Adjustment
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19						31314		
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C. Total business miles included in line B miles					X///A	31314		
D. Months of business use this year						11		
E. Total miles in this year for months of bus. use	V///\				XIIIA	15000		
F. Total business miles included in line E miles			V/////////////////////////////////////		XIIIA	15,000		
G. Line F / line E x line D / months owned in year			V/////////////////////////////////////		XIIIA	100.00	X/////////////////////////////////////	

Vehicle 2 11 months owned in year

Sch C - MPS; SANITATION SERVICE

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DEPRECIATION 1996

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Name: GARY L SOUDERS SSN: 496-56-6769 Business or Activity: SCH C GARY L SOUDERS ARGRICULTURAL SER Subform: 4562												
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* System calculated prior depreciation

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ame: GARY L S Susiness or Ac S	tivit		MPS SAN	ITZ	ATI	ON SER	VICE		SS	5N: 496-	·56-676
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PREPARER ATTESTATION

(For Computer Completed Returns)

<u>5000ERS</u> SSN<u>496</u>15616769 TAXPAYER GARY

SPOUSE

___/____/____ SSN

FIRST NAME AND INITIAL

LAST NAME

Tax Year:

I ATTEST THAT ALL INFORMATION CONTAINED IN THIS INCOME TAX RETURN WAS OBTAINED FROM

G SOUDEIES Name(s) of individual(s) who provided tax return information

AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Kastere Date: 3-31-97 PREPARER'S SIGNATURE

THIS ATTESTATION MUST REMAIN ATTACHED TO THIS RETURN WHEN FILED

Part 2

B-

N.A.

Exhibit B

See attached. Copy of purchase agreement.

Exhibit C

The Seller is financing the purchase.

Exhibit D

The Seller if financing the purchase 100%. Agreement attached.

Exhibit E

After examination the system appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

Jourley BY: ani Applicant's Signature

Gary Souders Applicant's Name (Typed)

President

Applicant's Title

AGREEMENT

THIS AGREEMENT made and entered this <u>4</u>thday of <u>November</u>, 1998 by and between SANDY CREEK PROPERTIES, INC., a Florida corporation, (hereinafter "Lessor")(a term used for convenience in reference only), with its principal place of business at 1345 Campbell, Suite 222, Houston, Texas 77055, and GARY SOUDERS, (hereinafter "Lessee")(a term used for convenience in reference only), 7328 Littleton Road, Panama City, Florida 32404.

WITNESSETH THAT:

WHEREAS, SANDY CREEK PROPERTIES, INC. is the owner of Sandy Creek Utilities, Inc. which owns the following described real estate in Bay County, Florida, to-wit:

PARCEL A

. Exhibit C

See attached Exhibit "A"

PARCEL B

Sce attached Exhibit "B"

Together with the buildings, plant and equipment, and other personal property located on said real estate, used in connection with a utility plant, and

WHEREAS, GARY SOUDERS desires to manage and lease the land, buildings, and equipment subject to his purchase of the company SANDY CREEK UTILITIES, INC. for the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) on the terms and conditions set forth in the attached Exhibit "C".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein

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expressed, the parties agree that this Agreement is not final and constitutes nothing other than a management agreement until approved by the Public Service Commission and all other interested regulatory agencies.

1. PROPERTY AND TERM

Section 1.1 - Leased Premises: Lessor hereby leases to the Lessee and authorizes him to manage the above-described real property in Bay County, Florida, together with the buildings, improvements, and equipment located on said property and heretofore used in connection with a utility plant, all of which is sometimes hereinafter referred to as the "Leased Premises". A more detailed list of the equipment is attached hereto as Exhibit 1. It is agreed that Lessee has inspected the property and agrees that Exhibit 1 is accurate.

Section 1.2 - Term: The term of this Lease on Parcel A shall begin June 1, 1998, and extend through October 31, 1999, or until otherwise terminated in accordance upon this Lease. The term of this Lease on Parcel B shall begin June 1, 1998 and extend through May 31, 2001, or until Lessee ceases to be primarily responsible for the operation of the utility plant. In that event, the Lease on Parcel B shall immediately terminate. Lessor reserves the right to use Parcel B simultaneously with Lessee's use during the term of this Lease.

2. <u>CONDITION OF PROPERTY LEASED, REPAIRS DURING TERM</u>

Section 2.1 - Lessee's Obligation: Lessee finds that all equipment is in good working order and at its expense is to keep all of said equipment in good operating condition, and maintain all of the Leased Property in good and substantial repair, and in a clean, neat and orderly condition. Lessee shall at its own expense make all necessary repairs and/or replacements necessary for the operation of the business, and all such repairs and/or replacements shall be in quality and class at

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least equal to the original work. On default of Lessee in making such repairs or replacements, or in maintaining the Leased Premises in a clean, neat, and orderly condition, Lessor may, but shall not be required to, make such repairs and replacements, and do whatever is necessary to restore the Leased Premises to a clean, neat and orderly condition on Lessee's account, and the expense thereof shall constitute and be collectible as additional rent. The last mentioned remedy shall be in addition to all other remedies available to the Lessor in the event of breach of the Lessee of any covenant or condition of this Lease.

Lessee shall be obligated to make the repairs and perform the maintenance pursuant hereto needed to maintain the Leased Premises in good working order, and Lessee shall return the Leased Premises to the Lessor in substantially the same or better condition than it was at the beginning of the Lease, normal wear and tear excepted. At the time the Leased Premises was turned over to Lessee, the parties inspected the Leased Premises and Lessee agrees that all equipment was then in working order. The necessity or inadequacy of repairs to the Lease Premises shall be measured by the standard which is appropriate for improvements of similar construction and class. Lessor shall not be required to furnish any services or facilities, or to make any repairs of alterations in or to the Leased Premises. Lessee hereby assumes full and sole responsibility for the condition, operation, repair, replacement, and management of the Leased Premises.

Section 2.2 - Interest of Lessor Not Subject to Liens for Improvements Made by Lessee: The Leased Premises and interest of the Lessor or any mortgagee in the Leased Premises shall not be subject to liens for improvements made by Lessee, and neither Lessor nor mortgagee, if any, nor Lessor's interest in the subject property shall in any way be liable for any such repairs made by Lessec. In the event any claim of lien is filed on the Leased Premises for repairs or other work done

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at the instance of Lessee, the latter will cause the said to be removed within five days after the same shall have been filed.

Section 2.3 - Responsibility for Complying With Laws: Lessee assumes all duties, responsibilities and liabilities for maintaining the Leased Premises in such a way as to comply with all present and future laws, ordinances, rules, regulations, notes, notices of violation and requirements of all public authorities applicable thereto. Lessor shall make available to Lessee any and all deposits for utility service which may have been placed with it, as such are due to be refunded to any customer.

3. <u>UTILITIES</u>

Section 3.1: From and after the date Lessee assumes possession of the Leased Premises, irrespective of whether Lessee shall be open for business in the Leased Premises, Lessee agrees to pay for all utility services rendered or furnished to the Leased Premises described on Exhibit "A", including, without limitation, heat, water, gas, electricity, sewer rental, sewage treatment facilities, together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption. With regard to the Leased Premises described on Exhibit "B", Lessee shall pay one-half the electric bill, water and sewer bill, garbage bill, and basic phone services. Lessee shall pay for his long distance service.

4. <u>USE OF DEMISED PREMISES</u>

Section 4.1 - Use: Lessee agrees that the premises shall be occupied by no person other than the Lessee and Lessor except with the prior written consent of the Lessor, and may be used for any lawful purpose, which does not damage or cause unusual wear and tear on the Leased Premises, and which does not interfere with the Leased Premises being ultimately used for its intended purpose as

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a utility plant. It is understood and agreed that it shall be the Lessee's sole responsibility and expense to obtain and maintain all necessary licenses, permits and so forth, other than the consumptive use of water permit, which SANDY CREEK UTILITIES, INC. is to obtain. Lessor reserves the right to use Parcel B simultaneously with Lessee's use during the term of this Lease.

Lessee agrees to use, maintain and occupy the premises in a careful, safe and proper manner and not to commit waste therein.

Lessee further agrees:

(a) To keep the Leased Premises in clean, safe and healthy condition;

(b) Not to permit the premises to be used in any way which will injure the reputation of same, or be a nuisance, annoyance, inconvenience, or damage to adjoining property holders;

(c) To cause all trash, refuse and waste materials to be regularly removed from the premises;

(d) Not to use, occupy, suffer or permit any use of the premises which would 1) violate any law, ordinance or regulation, 2) constitute a nuisance, 3) constitute an extra hazardous use, or
4) violate, suspend or void any policy or policies of insurance of Lessee.

(e) To conform to any fire protection recommendations made.

5. <u>RENTAL</u>

Section 5.1 - Fixed Monthly Rent: On Parcel A Lessee shall pay to Lessor the rental of Two Thousand Four Hundred Ninety and 18/100 Dollars (\$2,490.18) per month for the Leased Premises plus sales tax and other taxes and payments as set out in this agreement. On Parcel B Lessee shall pay to Lessor the rental of Ten Dollars (\$10.00) per month for the Leased Premises plus sales tax and other taxes and payments as set out in this agreement. Each month's rent is payable in advance

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and without demand on or before the eighth (8th) of the month during which it is due. The first month's rent is due July 1, 1998. Lessee covenants and agrees to pay said rent and to perform each and every other covenant and condition under this lease. All rental payments will be made to SANDY CREEK PROPERTIES, INC. at 1345 Campbell, Suite 222, Houston, Texas 77055, or such other person or places as Lessor may from time to time designate in writing. All of said payments shall be made without any set off or deduction whatsoever, and shall be made without further notice or demand and without abatement, deduction or set off. The principal portion of Lease payments shall be deducted from the purchase price at the time of closing as if closing had occurred June 1, 1998 and property had been financed pursuant to terms set out herein. If Lessee is unable to purchase the property, no refund is due. In addition to the rent as herein provided, all taxes (excise, sales, usc, ctc.) levied or assessed upon the rents of real property shall be paid by Lessee simultaneously with the payment of each month's rent. All occupational, special, license fees, franchise fees, public service commission fees or the like will also be paid by Lessee, as well as all real and/or personal property taxes assessed upon the premises, except that the Public Service Commission fees due on January 1, 1999 and payable by March 1, 1999 shall be prorated with Lessor paying its prorata share for 1998, an amount equal to \$2,184.90. Real property taxes are to be pro rated from June 1, 1998 until the conclusion of the lease with Lessee paying that portion attributable to the period of time it has rented the premises.

Section 5.2 - All Obligations of Lessee Considered Additional Rent:

All taxes, charges, costs and expenses which Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Lessee's failure to pay such amounts, and all damages, costs, and expenses which the Lessor may incur by reason of any

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default of the Lessee or failure on the Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of non-payment by the Lessee, the Lessor shall have the rights and remedies with respect thereto as the Lessor has for the non-payment of basic rent.

6. ADDITIONS, ALTERATIONS, AND PROPERTY ON THE PREMISES

Section 6.1 - Additions and Alterations: Lessee agrees that Lessee will not permit additions or alterations of or upon any part of the premises except with the Lessor's prior written consent. The agreement regarding the 40KW Saunders generator is set out in 6.3.

Section 6.2 - Property on the Premises: All equipment other than the generator included in the Leased Premises, and all repairs, additions thereto, and replacements thereof shall be and remain the property of the Lessor throughout and subsequent to the term of this Lease. However, the Lessee shall have the right to install any new equipment, which is not a replacement of existing equipment, and remove the same from the property at the expiration of the term, provided that:

- (a) Prior to installing any such equipment, written notice of Lessee's intention to install same along with a complete description of the equipment shall be given to the Lessor
 in writing; and
- (b) All rents are paid in full and Lessee is not otherwise in default; and
- (c) All damage to the premises or to the adjoining property is immediately repaired. If Lessee fails to immediately commence such removal and restoration and diligently prosecute the same, Lessor may, at its option, deem said property abandoned and the same shall become the property of Lessor without any payment or off set therefor.

Lessee agrees that all property of every kind or description which may at any time be in or on the premises, shall be at Lessee's sole risk, or at the risk of those claiming under Lessee; and

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Lessor shall not be liable for any damage to said property or loss suffered by Lessee's business resulting from any cause whatsoever.

Section 6.3: Lessee has purchased a 40KW Saunders generator for approximately \$14,000 which shall become a part of the utility plant. Lessee shall receive a credit of one-half of the approved cost toward the lease payments or toward the purchase price if the purchase is completed before the credit is exhausted. The credit shall be taken by Lessee by deducting 1/15 of 1/2 of the cost of the installed generator each month from the lease payment. For example, if the final installed cost of the generator as approved by Lessor is \$14,000, Lessee's credit shall be \$7,000 and which Lessee shall deduct from the monthly rent at the rate of \$466.67 per month. If the sale is completed before the credit is exhausted, Lessee shall be entitled to deduct any remaining credit from the purchase price.

7. <u>TAXES</u>

Section 7.1 - Lessee's Obligation: Lessee shall pay all taxes of every kind and description, license fees, occupational taxes, excise taxes, and all other governmental impositions and charges of every kind and nature whatsoever which may, during the term of this Lease, be charged, levied, laid, assessed, imposed, or otherwise become due and payable as a result of the operation of any business on said Leased Premises or as a result of the payment of rent pursuant hereto or as a result of such taxes being assessed against the real property.

Section 7.2: Either party who is required to pay any tax pursuant hereto shall have the right to contest any such tax by legal proceedings or in any other manner they may deem suitable. However, notwithstanding the foregoing, Lessee shall promptly pay all such taxes if at any time the Leased Premises or any part thereof shall then be immediately subject to forfeiture, or if Lessor shall

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be subject to any criminal liability, arising out of a non-payment thereof.

<u>Section 7.3 - Payment of Taxes by Lessee Considered Additional Rent</u>: The payment of all taxes by Lessee required hereby shall be considered additional rent.

8. <u>REQUIREMENTS OF PUBLIC AUTHORITY</u>

Section 8.1: During the term of this Lease, Lessee shall, at the Lessee's own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, county and city governments, and of all other governmental authorities affecting the Leased Premises or appurtenances thereto or any part thereof whether the same are enforced at the commencement of the term of this Lease or may in the future be passed, enacted or directed (insofar as the same shall be applicable to the Leased Premises and improvements thereon), and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Article 8.

9. INDEMNITY

Section 9.1: Lessee shall indemnify and save harmless Lessor from and against any and all liability, damage, penalty or judgment arising from injury to person or property sustained by anyone in and about the Leased Premises resulting from any act or acts of omission or omissions of Lessee or Lessee's officers, agents, servants, employees, contractors, or sublessees. Lessee shall, at its own cost and expense, defend any and all suits or action (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such above mentioned matter, claim or claims except as may result from the acts set forth in 10.2 below.

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Section 9.2: Lessor shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements or to any person or persons, at any time on the Leased Premises, including any damage or injury to Lessee or to any of Lessee's officers, agents, servants, employees, contractors, customers, or other invitees.

10. INSURANCE

Section 10.1 - Liability Insurance: Lessee shall provide at its expense and keep in force during the term of this Lease, general liability insurance in a good and solvent company or companies, licensed to do business in the State of Florida, selected by Lessee, and reasonably satisfactory to Lessor, in the amount of at least One Million Dollars (\$1,000,000.00) with respect to injury or death of any one person, and One Million Dollars (\$1,000,000.00) with respect to injury or death to more than one person in any one accident or occurrence, and One Million Dollars (\$1,000,000.00) with respect to damage to property. Such policy or policies shall include the Lessor and any mortgagee of Lessor as assureds.

Section 10.2 - Property Insurance: During the term of this Lease, the Lessee shall keep all buildings and improvements erected upon the Leased Premises at any time insured for the benefit of Lessor, any mortgagee of the property, and Lessee as their respective interests may appear, against loss or damage by fire, other casualty, in the broadest form of extended coverage insurance available in an amount adequate at all times during the term of the Lease to replace the said buildings and other improvements, or the maximum insurable value of said buildings and other improvements, whichever is less. Lessee shall secure appropriate acknowledgement from such insurer that such coverage has been written in an amount necessary to avoid the effect of any co-insurance provision of the applicable policies. Section 10.3 - Evidence of Insurance: Prior to the beginning of the term, and thereafter at least fifteen (15) days prior to the expiration of any such policy, a duplicate original or a certificate and true copy of all policies required hereby to be furnished by the Lessee, together with evidence of payment therefor shall be delivered to the Lessor. All insurance policies required hereby shall contain an endorsement providing that said insurance may not be cancelled or amended with respect to Lessor or any mortgagee of said property, except upon ten (10) days notice to Lessor and any mortgagee of Lessor, by the insurance company; and that Lessee shall be solely responsible for payment of premiums for such insurance; and expressly waives any right of subrogation by the insurance company against Lessor. In the event Lessee fails to furnish such insurance, Lessor may obtain same and the premiums shall be deemed additional rent to be paid by Lessee upon Lessor's demand.

Section 10.4 - Disposition of Proceeds of Insurance: The proceeds of any property insurance required hereby shall, at the option of the Lessor, be either escrowed with a bank in Bay County for payment to the respective parties and mortgagees as their interest may appear, or be used to repair or restore the Leased Premises. In the event Lessor does not repair or rebuild the damaged premises with reasonable promptness after payment of said fire or other casualty loss proceeds, and the damage from such casualty renders the Leased Premises no longer usable as a utility plant, then this Lease will automatically terminate and be of no further force and effect. In the event such repairs are made within 180 days after said casualty, the Lease shall continue in full force and effect. After the Lessor and any mortgage has been satisfied in full following any loss, Lessee shall be entitled to claim the value of its equipment from any additional insurance proceeds.

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11. <u>OUIET ENJOYMENT</u>

Section 11.1: Lessee, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Leased Premises during the term of this Lease.

12. DEFAULTS

<u>Section 12.1 - Events of Default</u>: In the event any one or more of the following events shall have occurred and shall not have been remedied as herein provided:

(a) Lessee's failure to pay any installment of basic rent or additional rent when the same shall become due and payable and the continuance of such failure for a period of more than ten (10) days; or

(b) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without curing of same for a period of more than five (5) days after notice thereof to Lessee, provided, however, that if the cause for giving such notice involved matters reasonably requiring a longer period of time than the period of such notice within which to comply therewith, Lessee shall be deemed to have complied with such notice, so long as they have commenced to comply within the period set forth therein, and are diligently prosecuting compliance, and have taken proper steps or proceedings under the circumstances to prevent the seizure; destruction, alteration or other interference with the premises by reason of non-compliance with the requirements of any law, ordinance, rules, regulations, or directions of any governmental authority as the case may be; or

(c) If at any time prior to or after the date herein fixed as the commencement of the term,

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there shall be filed by or against Lessee in any court pursuant to any statute of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment by operation of law, or if Lessee makes application to Lessee's creditors to settle or compound or extend the time for payment of Lessee's obligations, or if any execution or attachment shall be levied upon any of Lessee's property, or the Leased Premises are taken or occupied or attempted to be taken or occupied by someone other than Lessee.

Section 12.2 - Remedies in Event of Default: In the event of default by the Lessee as defined in 13.1 (a) and (b), and the failure of the Lessee to cure within the time allowed therein, Lessor shall have the option to:

(a) Terminate this Lease, resume possession of the property for their own account, and recover immediately from Lessee, the difference between the rent specified in the Lease and the fair rental value of the property for the remainder of the term, reduced to present worth.

(b) Resume possession and release or rent the property for the remainder of the term for the account of the Lessee and recover from the Lessee, at the end of the term or at the time each payment of rent comes due under this Lease, as the Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) Advance any money, make any repairs, or cause to be done any other thing which Lessee has failed to do (other than the payment of rent) and recover all monies expended in so doing from the Lessee, together with interest at a rate of fifteen per cent (15%) per annum thereon.

(d) Pursue any other remedy elsewhere specified in this Lease.

(c) Pursue any remedy available to Lessor at law or equity according to the laws of the State

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of Florida.

(f) Pursue any combination of the above listed remedies.

Section 12.3: In the event of Lessee's default, Lessor shall have all of the remedies available to the Lessor for default, and in addition the parties agree that this Lease shall automatically terminate, and neither Lessee nor any persons claiming through or under Lessee or by virtue of any Statute or of an order of any court shall be entitled to possession of the Leased Premises.

Section 12.4 - Waivers: Failure of Lessor or Lessee to complain of any act or omission on the part of Lessee no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

<u>Section 12.5 - Lessor's Expenses</u>: If Lessee shall at any time be in default hereunder, and if Lessor shall deem it necessary to engage attorneys to enforce Lessor's rights hereunder, the determination of such necessity to be in the sole discretion of Lessor, Lessee shall reimburse Lessor for the reasonable expenses incurred hereby, including, but not limited to, court costs and reasonable attorney's fees. If Lessee's rights hereunder are not terminated, the amount of such expenses shall be deemed to be additional rent hereunder and shall forthwith be due and payable to Lessor by Lessee.

13. MEDIATION

Section 13.1: All claims, disputes, and other matters in question arising out of this lease shall

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be submitted to mediation prior to filing any legal action.

14. MISCELLANEOUS OTHER PROVISIONS

Section 14.1 - Exoneration of Lessor from Personal Liability: If Lessor, or any successor in interest, shall be an individual, receiver, joint venture, tenancy in common, firm or partnership, general or limited, there shall be no personal liability on such individual or on the members of such joint venture, tenancy in common, firm or partnership in respect to any of the agreements of this Lease. Lessee shall look solely to the equity of Lessor in the premises and the rents, issues and profits derived therefrom for the satisfaction of the remedies of Lessee in the event of a breach by Lessor. Lessee shall in the event of the sale or assignment of Lessor's interest in the premises, or in the event of any proceedings brought for the foreclosure of or in the event of the exercise of the power of sale under any mortgage covering the Leased Premises, attorn to recognize such purchaser or mortgagee as Lessor under this Lease, and in any such events, Lessor herein shall not thereafter be liable on this Lease.

<u>Section 14.2 - Assignment and Subletting</u>: Lessee agrees not to assign this Lease or to sublet the whole of any part of the premises, or to permit any other persons to occupy same without prior written consent of Lessor. Any assignment or subletting, even with Lessor's consent, shall not relieve Lessee from liability for payment of rent or from the obligation to keep and be bound by the agreements of this Lease. The acceptance of rent from any other persons shall not be deemed to be a waiver of any of the provisions of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without the prior written consent of Lessor. If Lessee is a corporation and if at any time during the term any part or all of the corporate shares of Lessee shall be transferred by sale, assignment,

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bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Lessee by the persons owning a majority of said corporate shares on the date of this Lease, Lessee shall promptly notify Lessor of such change and Lessor has the right to terminate said lease if this is not acceptable.

Section 14.3 - Force Majeure: In the event that Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act, or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 14.4 - Notices: Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address listed below, or such other address as either party may designate by notice given from time to time in accordance with this paragraph 16.4. In lieu thereof, notice may be made by authorized process server in the same manner as required by legal service of process, and notice shall be effective upon service. The rent payable by Lessee hereunder shall be paid to Lessor at the same place where a notice to Lessor is herein required to be directed.

Lessor: SANDY CREEK PROPERTIES, INC., 1345 Campbell, Suite 222, Houston, Texas 77055 Attn: David David With copy to Michael Massey, 1400 Post Oak Boulevard, Unit #400, Houston, Texas 77056-3009

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Lessee: GARY SOUDERS, 7328 Littleton Road, Panama City, Florida 32404

Section 14.5 - Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida, and the parties hereby submit to the jurisdiction of the State courts of Bay County, Florida, for any and all matters relating to this Lease, and specifically waive the jurisdiction of the federal courts and <u>specifically</u> waive any right to jury trial.

Section 14.6 - Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 14.7 - Recordation Not Permitted; In no event shall this Lease or any memorandum hereof be recorded in the official or public records where the property is located, and any such recordation or attempted recordation shall constitute a default under this Lease by the party responsible for such recordation or attempted recordation, if the other party desires to constitute such as an event of default.

Section 14.8 - Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the content shall require. The sections and headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in

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several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Lessor" and "Lessee" whenever used herein shall mean not only the parties who execute this Lease, but upon any sale or assignment not prohibited by the terms hereof (or which may occur with the consent of the party entitled to enforce such prohibition), then the respective successors in interest and/or such assigns shall during the term of ownership of their respective estates herein, be deemed to be Lessor or Lessee as the case may be.

Section 14.9 - Lessor's Access to Premises: Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the premises at any reasonable time, and to permit Lessor to make such repairs to the building, of which the premises are a part, that Lessor may deem desirable or necessary for its preservation and which Lessee has not covenanted herein to do or has failed so to do.

Section 14.10 - Surrender of Premises and Holding Over: Lessee agrees to deliver up and surrender to Lessor the possession of the premises upon the expiration of this Lease, or its earlier termination as herein provided, in as good condition and repair as the same shall be at the commencement of the term. If Lessee shall remain in possession of all or any part of the premises after the expiration of the term or fail to completely remove its property, then Lessee shall be deemed a tenant of the premises from month to month at the same rental and subject to all of the terms and provisions hereof, except only as to the term, as long as Lessee is actively obtaining necessary governmental approvals.

<u>Section 14.11 - Relationship of Parties</u>: Nothing in this Lease shall be deemed or construed so as to create the relationship of principal and agent, partnership, joint venture or of any association whatsoever between the parties, it being agreed that neither the computation of rent nor any other provisions in this Lease, nor any acts of the parties shall be deemed to create any

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relationship between the parties other than the relationship of landlord and tenant.

The words "Lessor" and "Lessee" shall be deemed and taken to mean each party named as Lessor and/or Lessee set forth at the beginning of this Lease, and if there shall be more than one, any Notice required or permitted by this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to either party shall be deemed a proper reference even though such party may be an individual, a partnership, a corporation, or a group of two or more of any of the same. In order to make the provisions of this Lease apply in the plural tense where there is more than one as aforesaid, and apply to either corporations, partnerships, or individuals, males or females, the necessary grammatical changes required shall in all instances be assumed as though in each case fully expressed.

Section 14.12 - Entire Agreement and Provisions Binding: This Lease and any attached and incorporated item, set forth all the covenants, promises, agreements, conditions and understandings between the parties concerning this Lease and the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by them.

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the parties. Each agreement, term and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. Any reference in this Lease to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but

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WHREHUUSE ASSOCIATES Fax:7134611096

has reference only to those instances in which Lessor may have given written consent to a particular assignment.

THIS AGREEMENT IS NOT FINAL AND CONSTITUTES NOTHING OTHER THAN A MANAGEMENT AGREEMENT UNTIL APPROVED BY THE PUBLIC SERVICE COMMISSION AND ALL OTHER INTERESTED REGULATORY AGENCIES.

Signed, Sealed and Delivered
in the Presence of:
hudfas
Signature of witness
Printed name of witness
Signature of witness D. ADAMS
Printed name of witness

SANDY B

STATE OF COUNTY OF

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Sworn to (or affirmed) and subscribed before me this 3rd 1998 by Patrick A. Harrison as Presid dey of NOvember of SANDY CREEK PROPERTIES, INC. DIANNE CORN CONMISSION EXPIRES 1 NOTARY PUBLIC - STATE OF Print, Type, or Stamp Commissioned Name of Notary Public: **OR** Produced Identification

Personally Known Type of Identification Produced

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9212582858 HILTON HILTON KOLK ROESC We 88:28 86-28-ACH Rutherford Surveying. Inc. DIE HIGHWAY 77 SUITE B LYNN HAVEN. FL 32444 (904) 265-6379

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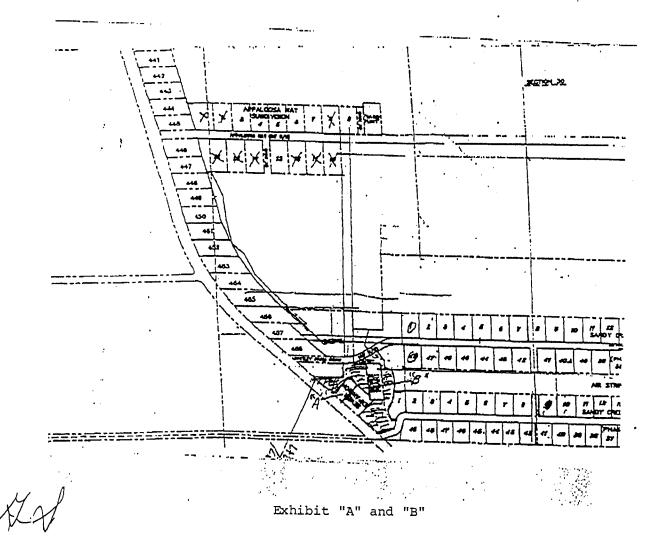
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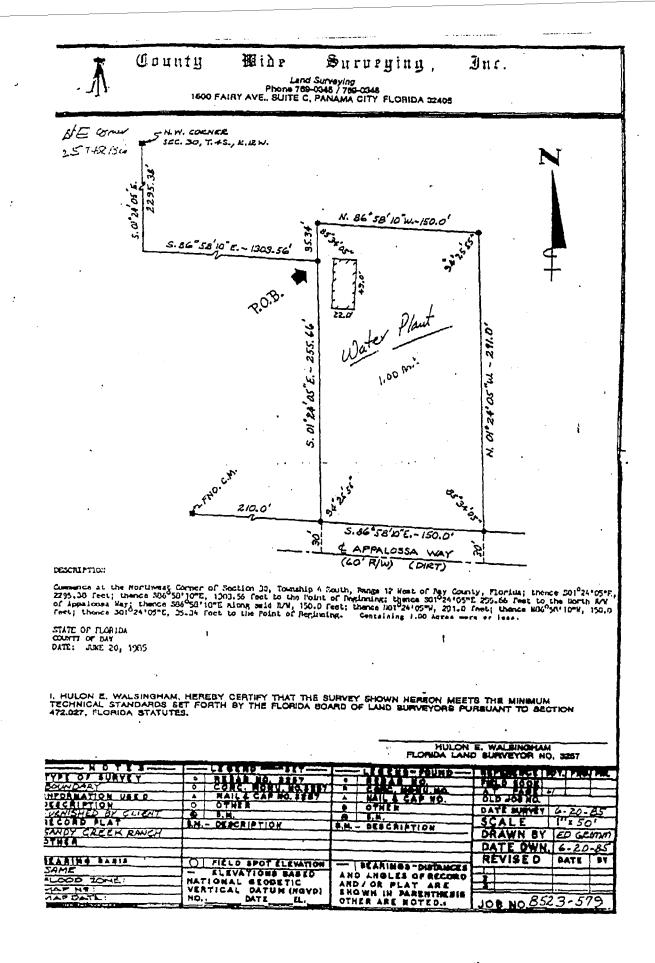
LEGAL DESCRIPTION TRACT A

COMMENCE AT THE NORTHWEST CORNER OF LOT 48, SANDY CREEK AIR PARK, PHASE ONE: THENCE 5 00°34°51" & ALONG THE WEST LINE OF SAID LOT 48, 509.9 FEET; THENCE N86°47'12"W FOR 274.28 FEET; THENCE CONTINUE N86°47'12"W FOR 32.41 FEET; THENCE N05°19'27"W FOR 32.56 FEET; NB6°47'12"W FOR 32.41 FEET; THENCE NO5°19'27"W FOR 32.56 FEET; THENCE N45°51'28"W FOR 128.26 FEET TO THE P.O.B.; THENCE CONTINUE N45°51'28"W FOR 117.02 FEET; THENCE S44°07'36"W FOR 199.99 FRET TO THE NORTHERLY R/W LINE OF COUNTY RD. NO. 2297; THENCE S45°53'63"E ALONG SAID NORTHERLY R/W LINE FOR 107.01 FEET; THENCE LEAVING SAID NORTHERLY R/W LINE, RUN N44°08'09"E FOR 155.08 FEET; THENCE LEAVING SAID FOR 45.95 Feet to THE P.O.B., CONTAINING 0.4964 ACRES, MORE OR LESS & BEING A PORTION OF SEC. 30, T45, R12W BAY CO. FL.

LEGAL DESCRIPTION TRACT "B" .

COMMENCE @ THE NORTHWEST CORNER OF LOT 48, SANDY CREEK AIR PARK, PHASE ONE; THENCE SOO°34'51"E ALONG THE WEST LINE OF SAID LOT 48, 509.90 FEET; THENCE N86°47'12"W FOR 274.28 FEET; THENCE CONTINUE N86°47'12"W FOR 32.41 FEET; THENCE N05°19'27"W FOR 32.56 FEET TO THE P.O.E.; THENCE N05°08'38"W FOR 142.03 FEET; THENCE S56°40'48"W FOR 94.91 FEET; THENCE S45°51'28"E FOR 128.26 FEET TO THE P.O.B., CONTAINING 0.1364 ACRES, MORE OR LESS & BEING A PORTION OF SECTION 30, T4S. R12W. BAY COUNTY. FLORIDA. T4S, R12W, BAY COUNTY, FLORIDA.





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5al Signature of witness

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DAVIZ GASKIN Printed name of witness

Jacaly 3 Signature of witness JACALYN N KOL

Printed name of witness

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STATE OF FLOUDA COUNTY OF BAY

Sworn to (or affirmed) and subscribed before me this <u>Ath</u> day of <u>Nouember</u>, 1998 by GARY SOUDERS.

NOTARY EUBLIC - STATE OF FLOPIDA Print, Type, or Stamp Commissioned Name of Notary Public:

Personally Known _____ OR Produced Identification _ Type of Identification Produced <u>Ilorida Lician</u> 5362. 292. 52-094-0

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(VALID FOR 60 DAYS) 11/06/1998-01/04/1999

UTILITY NAME

MANAGER

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GOVERNMENTAL AGENCIES

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Exhibit F 1+-

CLERK. BOARD OF COUNTY COMMISSIONERS. BAY COUNTY P. O. BOX 2269 PANAMA CITY, FL 32402-2269

DEP NORTHWEST DISTRICT 160 GOVERNMENT CENTER PENSACOLA, FL 32501-5794

MAYOR, CITY OF CALLAWAY 6601 EAST HIGHWAY 22 CALLAWAY, FL 32404-9542

MAYOR, CITY OF LYNN HAVEN 825 OHIO AVENUE LYNN HAVEN, FL 32444-2351

MAYOR, CITY OF PANAMA CITY P. O. BOX 1880 PANAMA CITY, FL 32402-1880

MAYOR. CITY OF PARKER P. O. BOX 10619 PARKER CITY. FL 32404-1619

MAYOR. CITY OF SPRINGFIELD P. O. DRAWER 3717 SPRINGFIELD. FL 32401-0717

MAYOR. PANAMA CITY BEACH 110 SOUTH ARNOLD ROAD PANAMA CITY BEACH. FL 32413-2199

MAYOR. TOWN OF CEDAR GROVE 2728 EAST 14TH STREET PANAMA CITY. FL 32401-5022

- 2 -

(VALID FOR 60 DAYS) 11/06/1998-01/04/1999

UTILITY NAME

MANAGER

BAY COUNTY

BAYSIDE UTILITIES. INC. (WS390) 6325 BIG DADDY DRIVE PANAMA CITY BEACH. FL 32407-5506

Exhibit F-2

FOREST SHORES UTILITIES, INC. (SU292) G130 EAST HIGHWAY 90 PANAMA CITY, FL 32404-7421

:

SANDY CREEK UTILITIES, INC. (WS579) 1732 HIGHWAY 2297 PANAMA CITY, FL 32404-2762 LEONARD JETER (850) 234-6668

JAMES H. CREWS (850) 871-6111

NANCY L. ADAMS (850) 874-8393

Exhibit F-3,4,5,6,+8

LIST OF WATER AND WASTEWATER UTILITIES IN BAY COUNTY

(VALID FOR 60 DAYS) 11/06/1998-01/04/1999

UTILITY NAME

MANAGER

MAYOR. TOWN OF MEXICO BEACH P. O. BOX 13425 MEXICO BEACH, FL 32410-3425

N.W. FLORIDA WATER MANAGEMENT DISTRICT RT. 1 BOX 3100 HAVANA, FL 32333

WEST FLORIDA REGIONAL PLANNING COUNCIL P.O. BOX 486 PENSACOLA, FL 32593-0486

STATE OFFICIALS

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STATE OF FLORIDA PUBLIC COUNSEL C/O THE HOUSE OF REPRESENTATIVES THE CAPITOL TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING FLORIDA PUBLIC SERVICE COMMISSION 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850

Exhibit F

AFFIDAVIT

I Gary Souders do solemnly swear or affirm that the notice of actual application was given in accordance with Section 367.045(1) (a), Florida Statutes, and Rule25-30.030, Florida Administrative Code, by regular mail to the following :

See Attached List

BY:

Applicant's Signature Gary Souders Applicant's Name (Typed) President Applicant's Title

Subscribed and sworn to before me this Jecember 22 of

Notary Public

zannannannannannannannanna RY PUL Nancy L. Adams Notary Publie, State of Florida Commission No. CC 539543 OF RO^C My Commission Expires 05/07/00 1-800-3-NOTARY - PIL Notary Service & Bo

(VALID FOR 60 DAYS) 11/06/1998-01/04/1999

UTILITY NAME

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MANAGER

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GOVERNMENTAL AGENCIES

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Evidence

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CLERK, BOARD OF COUNTY COMMISSIONERS, BAY COUNTY P. O. BOX 2269 PANAMA CITY, FL 32402-2269

DEP NORTHWEST DISTRICT 160 GOVERNMENT CENTER PENSACOLA. FL 32501-5794

MAYOR. CITY OF CALLAWAY 6601 EAST HIGHWAY 22 CALLAWAY, FL 32404-9542

MAYOR, CITY OF LYNN HAVEN 825 OHIO AVENUE LYNN HAVEN, FL 32444-2351

MAYOR. CITY OF PANAMA CITY P. O. BOX 1880 PANAMA CITY. FL 32402-1880

MAYOR. CITY OF PARKER P. O. BOX 10619 PARKER CITY. FL 32404-1619

MAYOR. CITY OF SPRINGFIELD P. O. DRAWER 3717 SPRINGFIELD. FL 32401-0717

MAYOR, PANAMA CITY BEACH 110 SOUTH ARNOLD ROAD PANAMA CITY BEACH, FL 32413-2199

MAYOR, TOWN OF CEDAR GROVE 2728 EAST 14TH STREET PANAMA CITY, FL 32401-5022

- 2 -

(VALID FOR 60 DAYS) 11/06/1998-01/04/1999

UTILITY NAME

MANAGER

BAY COUNTY

BAYSIDE UTILITIES. INC. (WS390) 6325 BIG DADDY DRIVE PANAMA CITY BEACH. FL 32407-5506

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FOREST SHORES UTILITIES. INC. (SU292) G138 EAST HIGHWAY 98 PANAMA CITY. FL 32404-7421

SANDY CREEK UTILITIES, INC. (WS579) 1732 HIGHWAY 2297 PANAMA CITY, FL 32404-2762

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LEONARD JETER (850) 234-6668

JAMES H. CREWS (850) 871-6111

NANCY L. ADAMS (850) 874-8393

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(VALID FOR 60 DAYS) 11/06/1998-01/04/1999

UTILITY NAME

MANAGER

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MAYOR, TOWN OF MEXICO BEACH P. O. BOX 13425 MEXICO BEACH, FL 32410-3425

Fylabit F. B. Hash

N.W. FLORIDA WATER MANAGEMENT DISTRICT RT. 1 BOX 3100 HAVANA, FL 32333

WEST FLORIDA REGIONAL PLANNING COUNCIL P.O. BOX 486 PENSACOLA, FL 32593-0486

STATE OFFICIALS

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> STATE OF FLORIDA PUBLIC COUNSEL C/O THE HOUSE OF REPRESENTATIVES THE CAPITOL TALLAHASSEE. FL 32399-1300

DIVISION OF RECORDS AND REPORTING FLORIDA PUBLIC SERVICE COMMISSION 2540 SHUMARD OAK BOULEVARD TALLAHASSEE. FL 32399-0850

Exhibit G

AFFIDAVIT

I, Gary Souders, do solemnly swear or affirm that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail to each customer of the system being transferred.

Souder BY:_ Applicant's Signature

Gary Souders Applicant's Name (Typed)

President Applicant's Title

Subscribed and sworn to before me this lecember of 1998

Notary Public

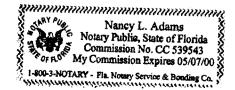


Exhibit H

Affidavit

I, Gary Souders, do solemnly swear of affirm that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication is attached.

BY: Applicant's Signature suller 1

Gary Souders Applicant's Name (Typed)

President Applicant's Title

Subscribed and sworn to before me this December 22_of
1998.
Notary Public V Zdamo
Nancy L. Adams Notary Publie, State of Florida Commission No. CC 539543 My Commission Expires 05/07/00 1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

Florida Freedom Newspapers, Inc.

PUBLISHERS OF THE NEWS HERALD Panama City, Bay County, Florida Published Daily

State of Florida County of Bay

Before the undersigned authority appeared				
	Ken Carpenter	, who on oath says that (s)he		
is	Advertising Director	of the News Herald, a daily		

newspaper published at Panama City, in Bay County, Florida; that the attached copy

of advertisement, I	being	a Legal	Advertisemen	t
,	0			
in the matter of		Legal	Notice	
Transfer	of	Majority	Organization	Control

in the .

Court, was published in said newspaper in the issues of _____ December 22, 1998

> CARLA J. LYNN MY COMMISSION # CC 702006 SXPIRES: December 14, 2001 Bonded Thru Notary Public Underwrite

Affiant further says that the News Herald is a direct successor of the Panama City News and that this publication, together with its direct predecessor, has been continuously published in said Bay County, Florida, each day (except that the predecessor, Panama City News, was not published on Sundays), and that this publication together with its said predecessor, has been entered as a second class mail matter at the post office in Panama City in said Bay County, Florida, for a period of one year next preceding the first publication of the attached copy of the advertisement, all in accordance with the provisions of section 49.03, Florida Statutes; and affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

State of Florida County of Bay 22nd day of ______ December, Sworn to and subscribed before me this Ken/Carperter A. D., 19.98 by Advertising Director of The News Herald, who is personally known to me or has produced as identification.

Notary Public, State of Florida at Large

3344 LEGAL NOTICE

Notice is hereby given on December 22, 1998, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of Sandy Creek Utilities, Inc. from Sandy Creek Properties, Inc. to Gary L. Souders, providing service to the following described territory in Bay County, Florida.

Township 04 South, Range 13 West, Bay County, Section 25 and Township 04 South, Range 13 West, Bay County, Section 30

County Club Dr. - Lots 1, 2, 3, 3A, 4-9, 33-63, 68-72, 77, 89 Mallard Dr. - Lots 10-14, 31, 32, Creek Run 1 A-G Caruso Dr. - Lots Creek Run 2 A-G Raintree Dr. - Lots 17-26D, 27-30, 2001-2058 Lakeview Village -Lots 1101-1148 Par Dr. - Lots 3001-3036 Sandy Creek Ranch Phase 2 -Block B, C, D, E East Bay Point Unrecorded Subdivison - Lots 53-57, 100-109, 168-173, 325, 326, 342-346, 392, 407-419, 421-459, 632, 633, 644, 645, 700, 701, 710, 711, 766, 767, 770, 771 Appaloosa Way - Lots 1-16.

Water Plant Hwy. 2297 - Wastewater Plant

(Parcel 5, 6, 7) Sandy Creek Air Park Phase | -

Stables, Lot A - Aero Center, 1-25, 26A, 26-40, 40A-48 Sandy Creek Air Park Phase 2 Lots 51-72, 77-100

FULL DESCRIPTION IS AVAILABLE AT THE OFFICE LOCATED AT 1732 HWY. 2297.

Any objection to said application must be made in writing and file with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Sandy Creek Utilities, Inc. 1732 Hwy. 2297 Panama City, FL 32404 December 22, 1998

Filing Fee

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

\$750.00 for Water

\$750.00 for Wastewater

\$1500.00 Total is enclosed Check Number 164

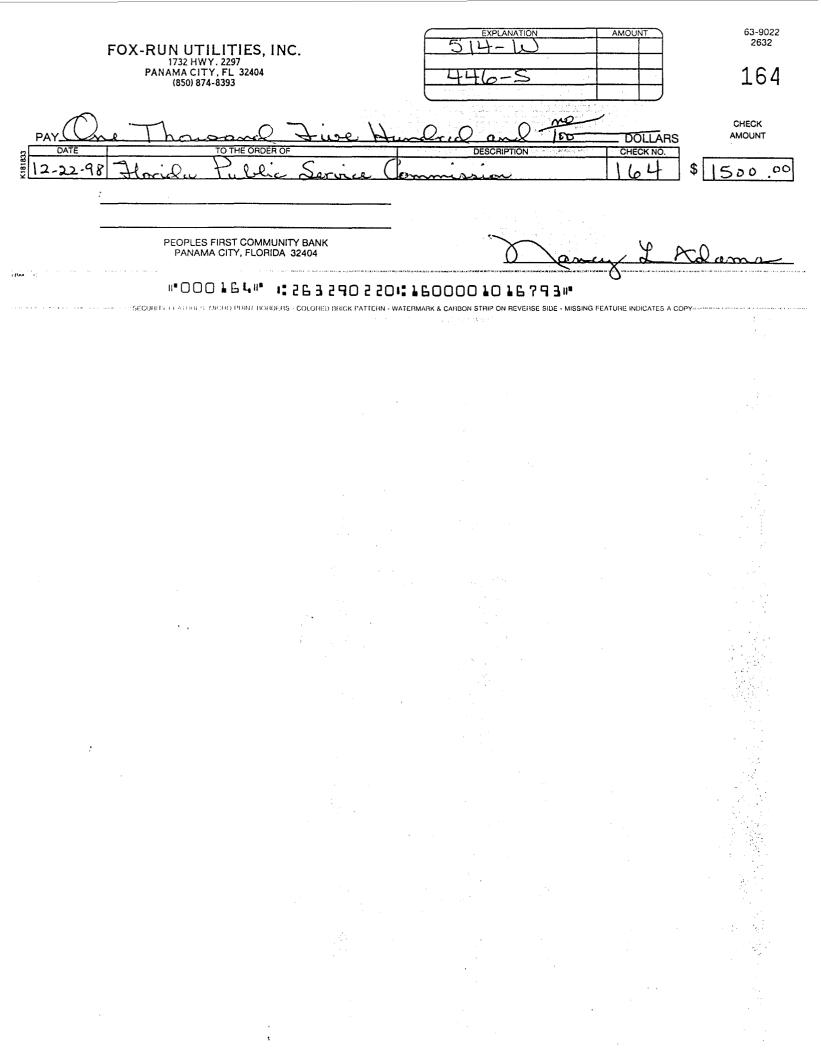


Exhibit I

(1) Attached copy of the warranty deed for the water plant .

(2) Attached copy of the warranty deed for the wastewater plant.

Exhibit J

Original and two copies or revised tariff sheets reflecting the change in ownership and the new name.

:

Exhibit K

- (1) Current Certificate for Water 514-W.
- (2) Current Certificate for Wastewater 446-S.

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Made this - 15th

OFFICIAL RECORDS **

day of September

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Between

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State of

CAPITAL BANK, a Florida banking corporation

of the County of Dade of the Arst part, and party

Florida

and State of Florida

Sandy Creek Properties, Inc. a corporation existing under the laws of the State of Florida having its principal place of business in the County of Bay

anḋ

of the first part, for and in consideration Hitnesseth, that the said party Doll in hand paid, the receipt whereof is hereby acknowledged, has Dollars. of the sum of

10 granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and con-Armed and by these presents does grant, bargain, sell, alien, remise, release, enfcoff, convey and confirm anto the said party of the second part and its succes-sors and assigns forever, all that certain parcel of land lying and being in the and State of Florida, more particularly County of Bay described as follows:

SEE ATTACHED SCHEDULE A

Documentary Tax Pd. \$ -Intongible Tax Pd. Harold Dozzel, Clerk, Boy County

Cogriture with all the tenements, hereditaments and appurtenances, with . every privilege, right, tit nt - it and estate, dower and right of dower, reversion, remainder and easemer the selonging or in anywise appertaining:

On Mane and in Mold the same in fee simple forever.

And the said party of the Arst part does covenant with the said party of lawfully seized of the said premises, that they are the second part that good right and lawful authority of the first part doth hereby fully warrant. free of all incumbrance, and that to sell the same; and that said party of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

of the first part has thereunto In Mitness Mhereof, the said party of the Arst po its hand and seal the day and year above written. * et

Signed, Scaled and Delivered in Our Presence:

ATTEST: VICE ALGUARTY

BK 1100 PG 1924 Jate ABSTRACT OF DESCRIPTION 3 CORPORATION 3 State of Morida County of day of September 150 That on this 3 Hereby Certify A. D. 19 86, before me personally appeared Michael Paul and Layton W. Reeve to me known to be the persons described in and who executed the foregoing. conveyance to 1 Sandy Creek Properties, Inc. and severally acknowledged free act and deed for the uses and purposes the execution thereof to be Mitness my signature and official seal at in the ('ounty of Dade a a graite the Miami and State of Florida, the day and Scal) year last aforesaid. 051 My Commission Explants of FLORIDA AT LARGE Notary Public My COMMISSION EXPIRES MAR. 30, 1990 BOHOED THROUGH MERICINI ABHTON, INC

BK 1100 PG 1925

SCHEDULE "A"

* OFFICIAL RECORDS ** BK 1092 PG 1713

Beginning at the Northwest carner of Section 25. Township 4 South. Pange 13 West of Bay County, Florida; thence N89"56'E along the North line of said Section 25, 600.0 feet; thence SO1"24'E, 600.0 feet; thence N89"56'E, 1200.0 feet; thence SO1"24'E, 450.0 feet; thence N89"56'E, 900.0 feet; thence N01" 24'W, 450.0 feet; thence 189"56'E, 300.0 feet; thence N01"24'W, 150.0 feet; thence N89"56'E, 270.0 feet; thence SO1"24'E, 115.1% feet; thence SA5"00'E, 178.30 feet; thence N45"00'E, 85.0 feet; thence N89"56'E, 244.10 feet; thence N01"24'W, 80.0 feet; thence N89"56'E, 100.0 feet; thence N01"24'W, 219.48 feet; thance N89"59'40"E, 172.28 feet; thence S13"56'E, 1230.24 feet; thence N89" 56'E, 255.31 feet to the P. C. of a curve to the left having a delta angle of 103"52', a radius of 35.0 feet; thence continue along said curve for an arc distance of 63.45 feet to a point on the West R/W of State Road 167; thence S13"56'E along said R/W, 175.10 feet to the P. C. of a curve to the left having a delta angle of 75"D8', a radius of 35.0 feet; thence S89"56'W, 300.0 feet; thence N78"30'W, 90.39 feet; thence S89"56'W, 2.56 feet; thence S01"24'E, 360.16 feet; thence S89"56'W, 300.0 feet; thence S01"24'E, 600.0 feet; thence S89"56'W, 3000.00 feet; thence S01"24'E, 1233.91 feet; thence S01"24'E, 600.06 feet; thence N01"24'W, 3921.37 feet to the Point of Beginning.

LESS AND EXCEPT: Sandy Creek Ranch and Country Club Phase One, as per plat thereof recorded in Plat Book 14, Page 4 of the Public Records of Bay County, Florida.

ALSO LESS AND EXCEPT:

PARCEL 1:

Beginning at the Southwest corner of Lot 44, Block "F", of Sandy Creek Ranch and Country Club Phase One, as per plat thereof recorded in Plat Book 14, Page 4 of the Public Records of Bay County, Florida; thence N25*28'05"N along the West line of said Lot 44, 168.48 feet to the Northwest corner of said Lot 44; thence S81*09'17"N, 120.0 feet; thence S24*08'06"E, 193.14 feet to the Mortherly right-of-way of Country Club Drive; thence Northeasterly along a curve having a radius of 752.49 feet, a delta angle of 9*08'19", an arc of 120.0 feet, a chord bearing of N69*11'07"E and a chord distance of 119.87 feet to the Point of Beginning.

PARCEL II:

Commencing at the Northeast corner of Section 25, Township 4 South, Range 13 West; thence S89°56'W along Section line 978.80 feet to the East right-of-way of State Road 167; thence S13°56'E along said R/W, 2611.70 feet to the Point of Beginning; thence S88°01'10"E along the North R/W of a 60 foot road, (Appaloosa Way) 302.86 feet; thence N13°56'W, 259.21 feet; thence N89°56'E, 166.27 feet to the East line of said Section 25; thence continue S86°58'10"E into Section 30, Township 4 South, Range 12 West, 1303.56 feet; thence S01°24' 05"E, 255.66 feet; thence N86°58'10"W, 210.0 feet to a point on the North R/W of a 60 foot road, (Appaloosa Way); thence S01°24'05"E, 336.34 feet; thence N86°58'10"W, 1093.56 feet to the West line of said Section 30, Township 4 South, Range 12 West; thence continue into Section 25, S89°56'W, 33.95 feet; thence M13°56'W, 288.21 feet to a point on the South R/W of a 60 foot road (Appaloosa Way); thence N87°57'40"W, 302.95 feet to a point on the East R/W of State Road 167; thence M13°56'W along said East R/W 61.86 feet to the Point of Beginning.

S PARCEL ITT:

PAPCEL IV

Lots 2, 3, 4, 5, 6 and 7 in Block "B"; Lot 12, Block "C"; Lots 27, 28, 29, 33, 34, 36, 37, 38, 40 and 41, Block "E"; Lots 92 and 93, Block "G", according to the plat of Sandy Creek Ranch and Country Club, Phase I, as recorded in Plat Book 14, Page 4, in the Office of the Clerk of the Circuit Court of Bay County, Florida.

Commence at the Northwest corner of Section 30, Township 4 South, Range 12 West of Bay County, Florida; thence $S01^24'05^{\circ}E$, 2295.38 feet; thence $S86^{\circ}58'10^{\circ}E$, 1303.56 feet to the Point of Beginning; thence $S01^24'05^{\circ}E$, 225.66 feet to the North R/W of Appaloosa Way; thence $S86^{\circ}58'10^{\circ}E$ along said R/W, 150.0 feet; thence $N01^24'05^{\circ}X$, 291.0 feet; thence $N86^{\circ}58'10^{\circ}W$, 150.0 feet; thence $S01^{\circ}24'$ 05"E, 35.34 feet to the Point of Beginning.

Part

Comment C. M.

** OFFICIAL RECORDS ** BK 1100 PG 1926

mution of Schedule "A")

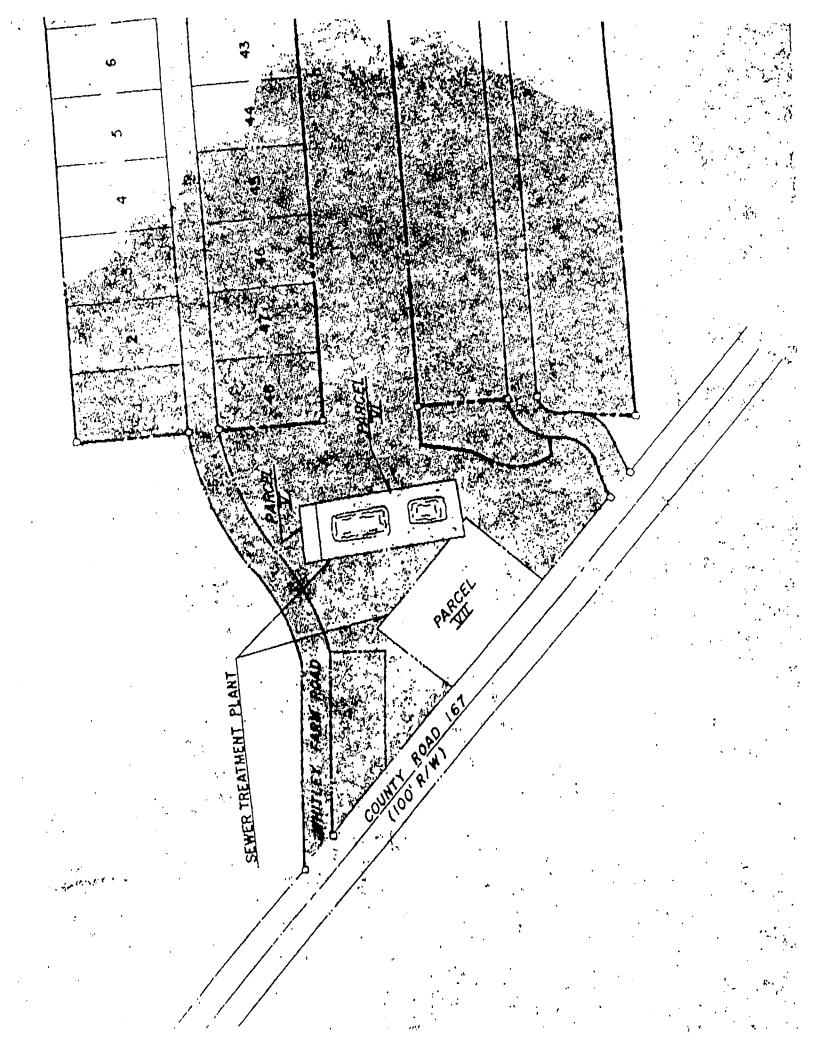
** OFFICIAL RECORDS ** BK 1092 PG 1714

PARCEL V Commence at the Southeast corner of Section 30, Township 4 South, Range 12 West: thence NOO"34'51"W, 656.94 feet; thence N86°38'32"W, 3946.86 feet to the Point of Beginning; thence continue N86°38'32"W, 123.65 feet; thence N05°10' OZ"W, 31.0 feet; thence S86°38'32"E, 123.65 feet; thence S05°10'02"E, 31.0 feet; to the Point of Beginning.

PARCEL VI Commence at the Southeast corner of Section 30, Township 4 South, Range 12 Commence at the Southeast corner of Section 30, Township 4 South, Range 12 West: thence NOO*34'51"W, 656.94 feet: thence N86*38'32"W, 3946.86 feet to the Vest: thence NOO*34'51"W, 656.94 feet: thence N86*38'32"W, Point of Beginning; thence SO5*10'02"E, 297.60 feet; thence N86*38'32"E, 123.65 feet 123.65 feet; thence NOS*10'02"W, 297.60 feet; thence S86*38'32"E, 123.65 feet to the Point of Beginning.

PARCEL VII Commencing at the Southeast corner, Section 30, Township 4 South, Range 12 West; thence NO0°34'51"W, 656.94 feet; thence N86°38'32"W, 3946.86 feet; thence S05°10'02"E, 297.60 feet; thence N86°38'32"W, 91.20 feet to the Point thence S05°10'02"E, 297.60 feet; thence N86°38'32"W, 91.20 feet to the Point of Beginning; thence S45°51'42"E, 5.43 feet; thence S44°08'18"W, 200.0 feet to the Northerly R/W of State Road 167; thence N45°51'42"W along said R/W to the Northerly R/W of State Road 167; thence S45°51'42"E, 245.36 feet; 300.0 feet; thence N44°08'18"E, 200.0 feet; thence S45°51'42"E, 245.36 feet; thence S05°10'02"E, 32.51 feet; thence S86°38'32"E, 32.45 feet to the Point of Beginning.

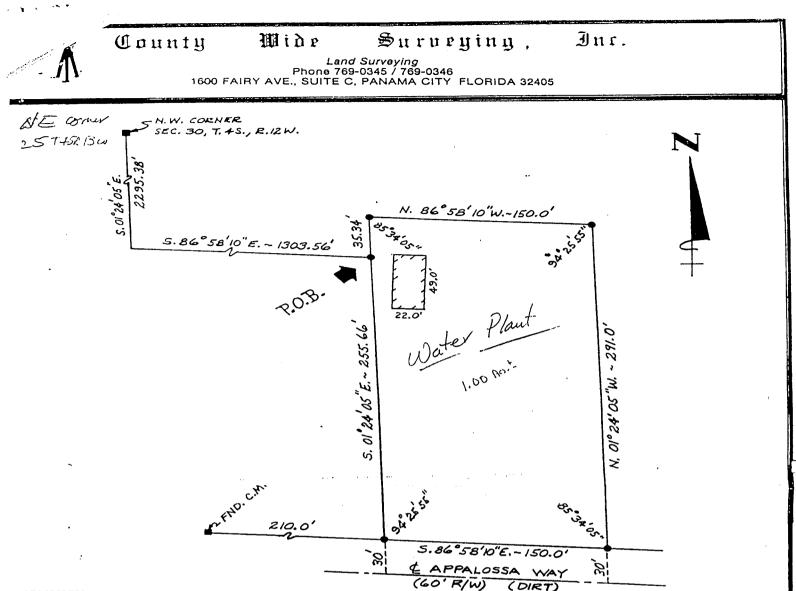
LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:



- 12 ⁻¹⁴	NOTICE OF AD V	ALOREM TAXES	& NON-AD VALOR	EM ASSESS	SMENTS	ب
F.	<pre># BILL # R 545300 1997 REAL ESTATE REMINDER</pre>		ARCEL # 03946-5 BAY	00-000		Ê
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REMOVE	COUNTY .00563200 SCHOOL RLE .00656700 SCHOOL DISC .00276000	159.62 186.12 78.22		REEK UTIL	ITIES INC.	-
E C	NW FL WATER MGT. 00005000 CD MDSQUITD . 00018520 EBF-EAST BAY FZ. 00050000	1.42 5.25 14.17	1732 HW Panama	Y 2297 CITY, FL	32404-2762	
NOT			30 45 1	1148/1463 2W -5- :	135	
DO	TOTAL AD-VALOREM:	444. 80	N 291' ORB 110	OR TH S 22	1303.56′E 25.66′E 150 35.34′TO POI	
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		 Construction of the second structure 	Real Ray Constant Constants	λ		
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FFICIAL RECORDS ** BK 1148 PG 1463		FILE# 87-388 BAY COUNTY, FLO	JUL DRIDA
Chis 1	Indenture	·	
Made this	24th day of	August	8
Between	SANDY CREEK PROPERTIES		
a corporation existin	ng under the laws of the p place of business in the Cou	State of '	in
State of FLORIDA,	party of the fi	rst part, 4	
	SANDY CREEK UTILITIES Wewa Route 75-427		
of the County of BA	Y Panama City, FL 3240	Ad State of FLORIDA	
miturnerth,	that the said party of the	first part, for and in consid	cration
the sum of Ten and	no/100 (\$10,00)	cond part, the receipt whereof	Dolla
acknowledged, has g	franted, bargained and so	old to the said party of the se lying and being in the Count	cond p
Jorever, one Jouwoun,		tate of Florida, to wit:	<i>y 0</i>
Common so statute Y	lorthuget comes of Ca	ation 20 Marmatia 4 Ca	, + h
Range 12 West of	Bay County, Florida;	thence SO1°24'05"E, 229	95.38
thence SO1°24'04	"E, 225.66 feet to t]	to the Point of Beginn he North R/W of Appal	oosa
Way; thence S86	5°58'10"E along said	l R/W, 150.0 feet; th 58'10"W, 150.0 feet; th	ence
S01°24'05"E, 35.3	34 feet to the Point of	of Beginning.	
	•	Documentary Tax Pd. \$	
		Intensible Tex Pd. 3 Haroid Barnel, Clerk, Bay County	
and will defend the s	ame against the lawful cl	by fully warrant the title to s aims of all persons whomsoer	ver.
and will defend the s	ame against the lawful cl In Witness Whereof, caused these presents to b	by fully warrant the title to s	ver. part ha esident sident
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and will defend the s	came against the lawful ch In Witness Whereof, caused these presents to b and its corporate seal to b	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pr be affixed, attested by its Pre the day and year above	ver. part ha esident sident writter
Attest: Bigned, Braled and Br	ame against the lawful close In Witness Whereof, caused these presents to b and its corporate seal to b here in Our Presence:	by fully warrant the title to s aims of all persons whomsoeu the said party of the first p be signed in its name by its Pr be affixed, attested by its Pre the day and year above RAUL PLANAS	ver. part ha esident sident writer M(
and will defend the s	ame against the lawful close In Witness Whereof, caused these presents to b and its corporate seal to b here in Our Presence:	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pr be affixed, attested by its Pre the day and year above	per. part ha esident sident writer M(
Attest: Bigned, Braled and Br	ame against the lawful close In Witness Whereof, caused these presents to b and its corporate seal to b here in Our Presence:	by fully warrant the title to s aims of all persons whomsoeu the said party of the first p be signed in its name by its Pr be affixed, attested by its pre- the day and year above RAUL PLANAS By Pr RAUL PLANAS By Pr RCD: SEP 1 1987 @ 2:	per. part ha esident sident writer M(
Attest: Seal) Attest: Bigned. Braled and Br State of Florida Uounty of Dade B Hereby Certify	y, That on this 24	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pr be affixed, attested by its pre- the day and year above RAUL PLANAS By Pr RCD: SEP 1 1987 @ 2: HAROLD BAZZEL, CLE	per. part ha esident sident writer MC- residen :15 PM ERK
and will defend the s 	ame against the lawful cl In Witnpaß Whprppf, caused these presents to b and its corporate seal to b herered in Our Presence:	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pr be affixed, attested by its pre the day and year above RAUL PLANAS By RCD: SEP 1 1987 @ 2: HAROLD BAZZEL, CLE th day of August A.	Dert ha esident sident writer MC- residen 25 PM ERK D. 1987 a
and will defend the s 	y, That on this 24	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pr be affixed, attested by its Pre the day and year above RAUL PLANAS // Pr RAUL PLANAS // Pr RCD: SEP 1 1987 @ 2: HAROLD BAZZEL, CLE th day of August A. President and Secretar	per. part ha esident sident writer ////// resident 215 PM ERK D. 1987 ar y
and will defend the s Corporate Seal) Attest: Bigned, Braled and Bri State of Islorids County of Dade I Hereby Certific before me personally Serafin Leal respectively of Sand under the laws of the persons described in and severally acknow such officers, for the thereto the official so deed of said-corpora	ame against the lawful claim In Witness Wherenf, caused these presents to be and its corporate seal to herered in Our Presence:	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pre- the day and year above RAUL /PLANAS By President and Secretar nc. , to me known egoing conveyance to president in free act and en mentioned; and that the nd the said instrument is th	per. part ha esident sident wmiter ////// residen D. 1987 ar y rporation to be t d deed ey affix
and will defend the s Corporate Seal) Attest: Bigned, Bruled and Bri State of Florida County of Dade Inunty of Dade Inunty of Dade Inunty of Dade Inunty of Sand under the laws of the persons described in and severally acknow such officers, for the thereto the official s deed of said-corpora Inunty in	ame against the lawful claims In Witness Wherenf, caused these presents to be and its corporate seal to here in Our Presence:	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pre- the day and year above RAUL PLANAS By RAUL PLANAS By President and Secretar nc. , to me known egoing conveyance to preof to be their free act and ein mentioned; and that the nd the said instrument is th t Miami	per. part ha esident sident umiter 15 PM ERK D. 1987 a: yrporation to be t d deed ey affix e act a:
and will defend the s Corporate Seal) Attest: Bigned, Braled and Bri State of Islorids County of Dade I Hereby Certific before me personally Serafin Leal respectively of Sand under the laws of the persons described in and severally acknow such officers, for the thereto the official so deed of said-corpora	ame against the lawful claims In Witness Wherenf, caused these presents to be and its corporate seal to here in Our Presence:	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pre- the day and year above RAUL PLANAS By Pr RAUL PLANAS By Pr RAUL PLANAS By Pr RAUL PLANAS By Pr RAUL PLANAS By Pr RAUL PLANAS By Pr RAUL PLANAS By Pr RCD: SEP 1 1987 @ 2: HAROLD BAZZEL, CLE th day of August A. President and Secretar nc., to me known regoing conveyance to preof to be their free act and ein mentioned; and that the resident instrument is th t Miami and State of Florida, the	per. part ha esident sident wmiter full resident 15 PM ERK D. 1987 ar y rporation to be t d deed ey affix e act ar day ar
and will defend the s Corporate Seal) Attest: Bigned. Bruled and Br State of Florida County of Dade I Hereby Certify before me personally Serafin Leal respectively of Sand under the laws of th persons described in and severally acknows such officers, for the thereto the official s deed of said-corpora Mituring 'my sig in the County of	ame against the lawful claim In Witnpag Whprppf, caused these presents to be and its corporate seal to there in Our Presence:	by fully warrant the title to s aims of all persons whomsoen the said party of the first p be signed in its name by its Pre- the day and year above RAUL PLANAS By RAUL PLANAS By President and Secretar nc. , to me known egoing conveyance to preof to be their free act and ein mentioned; and that the nd the said instrument is th t Miami	per. part ha esident sident writer

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DESCRIPTION

Commence at the Northwest Corner of Section 30, Township 4 South, Range 12 West of Ray County, Florida; thence S01⁰24'05"E, 2295.38 feet; thence S86⁵8'10"E, 1303.56 feet to the Point of Reginning; thence S01²4'05"E 255.66 feet to the North R/W of Appaloosa Way; thence S86⁵8'10"E along said R/W, 150.0 feet; thence N01⁰24'05"W, 291.0 feet; thence N86⁰58'10"W, 150.0 feet; thence S01⁰24'05"E, 35.34 feet to the Point of Reginning. Containing 1.00 Acres more or less:

STATE OF FLORIDA COUNTY OF BAY DATE: JUNE 20, 1985

I, HULON E. WALSINGHAM, HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

			E. WALSINGHAM D SURVEYOR NO. 3257
NOTES-			BILLAND AND BUCKBAND AND
TYPE OF SURVEY	· BERAR NO. 2287	· REBAR NO.	THELD BOOK
BOUNDARY	CONC. NONU. NO.3137	- CONC. MONU.NO.	
HEORMATION USED	A NAIL & CAP NO. 3257	A NAIL & CAP NO.	OLD JOB NO.
ESCRIPTION	O OTHER	• OTHER	DATE SURVEY 6-20-85
VENISHED BY CLIENT	<u>Ö</u> .M.	8 B.M.	SCALE 1"= 50'
LECORD PLAT	B.N DESCRIPTION	B.M DESCRIPTION	
SANDY CREEK RANCH	1		DRAWN BY ED GRIMM
DTHER			DATE DWN. 6-20-85
FEARING BASIS	O FIELD SPOT ELEVATION		REVISED DATE BY
SAME		BEARINGS-DISTANCES	
FLOOD ZONE:	- ELEVATIONS BASED NATIONAL GEODETIC	AND ANGLES OF RECORD	
TAP NO:		AND / OR PLAT ARE	
1AP DATE:	NO DATEEL.	SHOWN IN PARENTHESIS OTHER ARE NOTED.	JOB NO.8523-579

AFFIDAVIT

I, Gary Souders, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

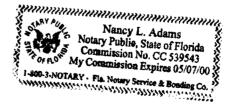
BY: <u>Applicant's Signature</u>

Gary Souders Applicant's Name (Typed)

President Applicant's Title

December 22 Subscribed and sworn to before me this _ of 19 98.

Alam Notary Public



WATER TARIFF

<u>Fox-Run Utilit</u>ies, Inc. NAME OF COMPANY

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FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Fox-Run Utilities, Inc. NAME OF COMPANY

<u>1732 Hwy. 229</u>7

<u>Panama City</u>, F1. 32404

(ADDRESS OF COMPANY)

850-<u>874-8393</u> emg. 850-763-3466 (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

<u>Gary L. Souders</u> ISSUING OFFICER

<u>President</u> TITLE

ORIGINAL SHEET NO. 2.0

NAME OF COMPANY Fox-Run Utilities, Inc.

.

WATER TARIFF

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Gary L. Souders

President_____ TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

TERRITORY AUTHORITY

Docket Number

CERTIFICATE NUMBER - 514-W

COUNTY - Bay

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Filing Type

Transfer

(Continued to Sheet No. 3.1)

Gary L. Souders

President TITLE

WATER TARIFF.

DESCRIPTION OF TERRITORY SERVED

Township 04 South, Range 13 Hest, Bay County

Section 25

Commence at the N.W. corner of said Section 25 also the Point of Beginning: thence N 89 degrees 56 minutes E: 600.00 feet; thence S 01 degree 24 minutes E. 600.00 feet; thence N 89 degrees 56 minutes E. 1200.00 feet; thence S Ol degree 24 minutes E. 450.00 feet; thence N 89 degrees 56 minutes E, 900.71 feet; thence N Ol degree 24 minutes N, 450.00 feet; thence N 89 degrees 56 minutes E, 300.00 feet; thence N Ol degree 24 minutes W, 150.00 feet; thence N 89 degrees 56 minutes E, 270.00 feet; thence S Ol degree 24 minutes E, 110.10 feet; thence S 45 degrees E, 178.30 feet; thence N 45 degrees E, 85.00 feet; thence N 89 degrees 56 minutes E, 244.10 feet; thence N 01 degree 24 minutes N, 80.00 feet; thence N 89 degrees 56 minutes E, 100.00 feet; thence N Ol degree 24 minutes W, 219.48 feet; thence N 89 degrees 59 minutes 40 seconds E, 172.28 feet; thence S 13 degrees 56 minutes E. 1230.24 feet to the Northerly R/W line of Country Club Drive; thence N 89 degrees 56 minutes E along said R/W line 255.31 feet to the P.C. of a curve to the left, having a delta of 103 degrees 52 minutes 00 seconds, radius of 35.00 feet for an arc distance of 63.45 feet, to the P.T. of said curve; thence S 13 degrees 56 minutes E, 175.10 feet to the P.C. of a curve to the left, having a delta of 176 degrees 08 minutes 00 seconds, radius of 35.00 feet, for an arc distance of 45.51 feet, to the P.T. of said curve and the Southerly R/W line of Country Club Drive; thence S 89 degrees 56 minutes W. along the said R/K line 272.59 feet; thence S 13 degrees 56 minutes E, 139.75 feet; thence S 89 degrees 56 minutes W, 300.00 feet; thence N 78 degrees 30 minutes N, 90.39 feet; thence S Ol degree 24 minutes E, 306.36 feet; thence S 89 degrees 56 minutes W, 300.00 feet; thence S 01 degree 24 minutes E, 600.00 feet; thence S 89 degrees 56 minutes W, 3000.00 feet: thence S Ol degree 24 minutes E. 1223.91 feet; thence N 89 degrees 49 minutes 28 seconds W. 600.06 feet to the West line of said Section 25; thence N Ol degree 24 minutes W along the said west line, 3921.37 feet to the Point of Beginning.

> Gary Souders ISSUING OFFICER

> > President

TITLE

WATER TARIFF (continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

LOTS 53 4 54, EAST BAY POINT UNRECORDED SUBDIVISION: CORRENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH. RANGE 13 VEST, BAY COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 600.00 FEET TO THE POINT OF BEGINHING; THENCE CONTINUE EAST ALONG SAID NORTH LINE FOR 300.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 300.00 FEET TO THE POINT OF DEGINNING, LESS 30 FEET ON THE SOUTH SIDE FOR CARUSO ROAD.

LOTS 55, 56 AND 57. EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE MORTH LINE OF SAID SECTION 25 FOR 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE NORTH SIDE FOR CARUSO ROAD AND A 30 FT. RIGHT OF WAY ON THE EAST SIDE.

LOTS 100,101, 102, 107, 108 AND 109, EAST BAY POINT UNRECORDED SUBDIVISION:

CONMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 FOR 900.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; THENCE SOUTH, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; THENCE SOUTH, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR CARUSO ROAD AND A 30 FT. RIGHT OF WAY ON THE EAST AND WEST SIDE.

LOT 103. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NU CORNER OF SECTION 25. TOUNSHIP A SOUTH. RANGE 13 VEST AND RUN NOB'SG'E ALONG THE SECTION LINE 900 FEET TO THE F.O.E.: THENCE GONTINUE NOB'SG'E. ISO FEET: THENGE SI'24'E. 300 FEET: THENCE SOB'SG'U. ISO FEET: THENCE NI'24'W. 300 FEET TO THE F.O.E. CONTAINING 1.03 ACRES. LESS ROAD R/W SOUTH OF PROPERTY.

LOTS 104, 105, 106, 171, 172 & 173, EAST BAY POINT UNRECORDED SUBDIVISION: CONMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 1050.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID NORTH LINE FOR 900.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 900.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 300.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE SOUTH SIDE FOR CARUSO ROAD.

(Continued to Sheet No. 3.3)

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Gary Souders	
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ISSUING OFFICER
President
TITLE

WATER TARIFF

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(continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

LOTS 168, 169 AND 170, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 FOR 1500.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE SOUTH, PARALLEL WITH SAID WITH SAID FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE NORTH SIDE FOR CARUSO ROAD AND A 30 FT. RIGHT OF WAY ON THE WEST SIDE. LOT 325. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DEFERITED AS FOLLOWS:

THE SOUTH ISO FEET OF THE NORTH 3000 FEET OF THE EAST 300 FEET OF THE VEST 3000 FEET OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 VEST. DAY COUNTY, FLORIDA. SUBJECT TO ROAD RIGHT OF VAY ALONG THE VEST 30 FEET.

LOT 326, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENGE EAST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 3300.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 2700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET; THENCE WEST, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 30 FT. ROAD ON THE WEST SIDE.

LOTS 342, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENČE SOUTH ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 FOR 3300.00 FEET TO THE POINT OF BEGINNING; THENCE GONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH. PARALLEL WITH SAID VEST

FOR JOO.OO FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR JOO.OO FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET TO THE POINT OF BEGINNING, LESS JO FEET ON THE NORTH SIDE FOR CARUSO ROAD AND A 30 FT. RIGHT OF WAY ON THE WEST SIDE.

LOTS 343, 344, 345 AND 346, EAST BAY POINT UNRECORDED SUBDIVISION; COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 3300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID NORTH LINE FOR 600.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 30D.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE SOUTH SIDE FOR CARUSO ROAD.

(Continued to Sheet No. 3.4)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF

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(continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

LOT '302. UNRECORDED EAST BAY POINT, BEING HORE PARTICULARLY

DESCRIBED AS FOLLOWS: Begin at the Northeast Corner of Section 25. BEGIN AT THE NORTHEAST CORNER OF SECTION 25. TOWNSHIP A SOUTH. RANGE 13 WEST. BAY COUNTY, FLORIDA: THENCE VEST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 1050 FEET TO THE WESTERLY RIGHT.OF WAY LINE UF STATE ROAD 187 (COUNTY ROAD 2297): THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 50 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN O.R.R. RG3. PAGE 746; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL FOR 220 FEET; THENCE SOUTH ALONG THE VEST LINE OF SAID PARCEL 26 FEET; THENCE FAST LOO FEET, HORE OR LESS. TO THE EAST LINE OF LOT 34G. SAID EAST BAY FOINT (O.R.B. \$36, PAGE 1073); THENCE NORTH 276 FEET TH THE HORTH LINE OF SAID SECTION 25; THENCE FAST ALONG THE SAID NORTH LINE FOR 310 FEET. HORE OR LESS. TO THE POINT OF BEGINNING. TOWNSHIP & SOUTH.

LOT 407. UNRECORDED EAST BAY POINT, SEING HORE PARTICULARLY

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LOT 407. 'UNRECORDED EAST BAY POINT. SEING DURE FARITUMENT. DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13W: THENCE S09'5G'U ALONG THE NORTH LINE OF SAID SECTION 25. 1076.80 FT. TO THE WEST R/W LINE OF STATE ROAD NO. S-167: THENCE S12'5G'E ALONG SAID R/W LINE 334C.SO FT. TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS 2342.01 FT. DELTA OF 4*11'10" FOR A CHORD DISTANCE, OF 171.17 FT. TO A POINT OF BEGINNING: THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT.. DELTA OF 3*46'03" FOR A CHORD DISTANCE A RADIUS OF 2342.01 FT. DELTA OF 3*46'03" FOR A CHORD DISTANCE OF 153.90 FT.: THENCE S89*42'14"W. 310.75 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHEASTERLY): THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 2633.44 FT.. DELTA OF 3'18'23" FOR A CHORD DISTANCE OF 151.95 FT: THENCE N89'42'14"E. 364.39 FT. TO THE F.O.S.. CONTAINING 1 ACRE MORE OR LESS.

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(Continued to Sheet No. 3.5)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED

UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY LOT 400. DESCRIBED AS FOLLOWS:

WESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13W: THENCE S09*56'V ALONG THE NORTH LINE OF SAID SECTION 25. 1076.CO FT. TO THE WEST R/W LINE OF STATE ROAD'NO. S-167: THENCE S13*56'E ALONG SAID R/W LINE 3340.SO FT. TO THE F.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE CONTINUE ALONG SAID CURVE HAVING, A RADIUS 2342.01 FT.. DELTA OF 0*31'00" FOR A CHORD OF 21.20 FT. TO THE PDINT OF REGINNING: THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT.. DELTA OF A*11'10" FOR A CHORD DISTANCE OF 149.97 FT.: THENCE S09*42'14"V, 304.39 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHWESTERLY): THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT.. DELTA OF 2*09'12" FOR CURVE HAVING A RADIUS OF 2342.01 FT., DELTA OF 2'09'12" FOR A CHORD DISTANCE OF 99.30 FT TO THE P.T. OF A CURVE TO THE RIGHT; THENCE N13'56'W, SO.70 FT.; THENCE N89'55'26"E, 300.19 FT. TO THE P.O.B., CONTAINING 1 ACRE MORE OR LESS.

LOT 409. UNRECORDED EAST BAY POINT. SEING MORE PARTICULARLY

LOT 409. UNRECORDED EAST BAY POINT. GEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13V: THENCE 509'56'V ALONG THE NORTH LINE OF SAID SECTION 25. 1076.00 FT. TO THE VEST R/V LINE OF STATE ROAD NO. S-167: THENCE S13'56'E ALONG SAID R/V LINE 3211.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAME BEARING AND SAID R/V LINE 125.00 FT. TO THE F.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT. A DELTA OF 0'31'00" FOR A CHORD OF 21.20 FT.; THENCE S00'55'20'V. 300.19 FT.; THENCE N13'56'V. 150 FT.; THENCE N09'56'E. 300 FT. TO THE UEST R/V LINE OF SR 167 AND THE P.O.B., CONTAINING 1 ACRE HORE OR LESS. LESS.

LOT 410. UNRECORDED EAST BAY POINT. BEING HORE FASTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RI34: THENCE SED SET W ALONG THE NORTH LINE OF SAID SECTION 25. 1078.80 FT. TO THE VEST R/V LINE OF STATE ROAD NO. S-157: THENCE SI3*56'E ALONG SAID R/W LINE 3061.70 FT. TO THE POINT OF SEGINNING: THENCE CONTINUE ALONG SAME BEARING AND SAID R/V LINE 150 FT. THENCE SOR'SE'V. BOO FT.; THENCE NIB'SS'V. 150 FT.; THENCE NEEP \$5'E. 300 FT. TO THE VEST R/V LINE OF SR 167 AND THE P.D.S.. CONTAINING 1 ACRE MORE OR LESS.

LOT 411. UNRECORDED EAST BAY POINT, BEING NORE PARTICULARLY DESCRIBED AS FOLLOWS: Commence, at the ME Gorner of Section 25. T45. Risy: Thence COMMENCE (AT THE NE GORMER OF SEGIION 20. 148. ALSO, THENCE S09:56'V'ALONG THE NORTH LINE OF SAID SECTION 25. 1076.80 FT. TO THE WEST R/W LINE OF STATE ROAD NO. S-167: THENCE 513:56'E ALONG SAID R/W LINE 2911.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME BEARING AND SAID R/W LINE 150 FT.: THENCE S09:56'V, 300 FT.: THENCE N13:56'V, 150 FT.; THENCE N89:55'E. SE9'56'W. 300 FT.: THENCE N13'S6'W, 150 FT.; THENCE N89'56'E. 300 FT. TO THE WEST R/W LINE OF SR 167 AND THE P.G.B., CONTAINING 1 ACRE MORE OR LESS.

(Continued to Sheet No. 3.6)

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Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.5)

DESCRIPTION OF TERRITORY SERVED

LOT 412 AND 413, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE 5.89°56'00"W. FOR 1061.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE 5.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 2611.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE 5.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 300.00 FEET; THENCE 5.89°56'00"W. FOR 300.00 FEET; THENCE N.13°56'00"W. FOR 300.00 FEET; THENCE N.89°56'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LOT 414. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY LOT 414. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLI DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RI3W AND RUN S09'56'00"W ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 1070.00 FT. TO THE VESTERLY R/W LINE OF SR & S-167: THENCE S13'56'00"E ALONG SAID R/W LINE A DISTANCE OF 2451.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13'56'00"E. 150 FT.: THENCE S09'56'00"W. 300 FT.: THENCE N13'56'W. 150 FT.: THENCE M59'56'00"E. 300 FT. TO THE P.O.E.. CONTAINING 1 ACRE MORE.OR LESS.

LOT 415, EAST DAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE 5.89°56'00"W. FOR 1081.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 2311.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE 5.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 150.00 FEET; THENCE S.89°56'00"W. FOR 300.00 FEET; THENCE N.13°56'00"W. FOR 150.00 FEET; THENCE N.89°56'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LCT 416, UNRECORDED EAST BAY POINT. BEING MORE FARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T41. RIGHTAND, RUN S00-56-00-W ALONG THE SECTION LINE A DISTANCE OF 1073.40 FT. TO THE VESTERLY R/V LINE OF SR 1167: THENCE S13-56-00-E ALONG SAID R/W LINE 2161.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13-56-00-E. ISG FT.:THENCE S00-56-00-V. 300 FT.; THENCE NIG-55-V. ISO FT.: THENCE N00-56-00-E. 300 FT. TO THE P.C.E.. CONTAINING 1 ACRE MORE OR LESS.

LOT 417. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY LOT 417. UNRECORDED EAST BAY POINT. BEING HORE FORTHOUSING. PESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RISW AND RUN 559'56'00"W ALONG THE SECTION LINE A DISTANCE OF 1076.30 FT. TO THE VESTERLY R/V LINE OF STATE ROAD 167: THENCE 513'56'00"E ALONG SAID R/V LINE 2011.70 FT. TO THE POINT OF EEGINNING: THENCE CONTINUE ALONG SAME BEARING AND SAID R/V LINE. ISO FT.: THENCE S93'56'00"W. 300 FT.; THENCE NI3'56'V, ISO FT.: THENCE N39'56'00"E, 300 FT. TO THE P.O.B., CONTAINING 1 ACRE MORE OR "Yese" LESS.

(Continued to Sheet No. 3.7)

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Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF

(continued from Sheet No. 3.6)

DESCRIPTION OF TERRITORY SERVED

LOT 410, EAST DAY POINT UNRECORDED SUDDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE S.89°56'00"W. FOR 1001.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2277; THENCE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 1861.70 FEET TO THE POINT OF DEGINNING; THENCE CONTINUE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 150.00 FEET; THENCE S.89°56'00"W. FOR 300.00 FEET; THENCE N.13°56'00"W. FOR 150.00 FEET; THENCE N.89°56'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF DEGINNING.

LOT 412. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIDED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25, T4S. RIJU AND RUN S09'56'00'U, 1070.00 FT. TO THE WEST R/W LINE OF SR \$167; THENCE S10'56'00'E ALONG SAID R/W LINE 1673.78 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BEARING 167.04 FT.:THENCE 569'56'00'U, JOO FT.; THENCE NIJ'56'U, 167.84 FT.; THENCE PO9'56'00'E, JOO FT. TO THE P.O.B., CONTAINING 1.3 ACRE MORE OR LESS BEING A PART OF THE NE 1/4 OF SEC. 25. T4S. RIJU, BAY COUNTY, FLORIDA.

LOT 401. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RI3U: THENCE S09'56'U. 1078.80 FT. TO THE WEST R/U LINE OF SR 4167: THENCE S13'56'E ALONG SAID R/U LINE 1411.78 FT. TO THE POINT OF DEGIMMING: THENCE CONTINUE ALONG SAID BEARING 159 FT.: THENCE S09'56'U. 300 FT.: THENCE N13'56'W. 159 FT.: THENCE N39'56'E. 300 FT. TO THE VEST R/U LINE OF SAID R/W SR #167 AND THE P.O.B.: CONTAINING 1 ACRE HORE OR LESS. BEING A PART OF THE NE' 1/4 OF SEC. 25. T45. RI3U, BAY COUNTY. FLORIDA.

LOT 422, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00"W. FOR 1001.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD No. 2297; THENCE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 1261.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE 'FOR 150.00 FEET; THENCE S.89°56'00"W. FOR 300.00 FEET; THENCE N.13°56'00"W. FOR 150.00 FEET; THENCE N.89°56'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LOT 423. UNRECORDED EAST DAY POINT. BEING MORE FARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13V: THENCE S09-56-V. 1078.80 FT. TO THE WEST R/V LINE OF SR #167: THENCE S13-56-E ALONG SAID R/V LINE 1111.78 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID BEARING 150 FT.: THENCE S09-56-V. 300 FT.: THENGE N13-56-V. 150 FT.: THENCE N89-56-E. 300 FT. TO THE VEST R/V LINE OF SAID R/V SR #167 AND THE P.O.8.: CONTAINING 1 ACRE HORE OR LESS. BEING A PART OF THE NE 1/4 OF SEC. 25. T45. R13V, BAY COUNTY. FLORIDA.

(Continued to Sheet No. 3.8)

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Gary Souders

ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.7)

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DESCRIPTION OF TERRITORY SERVED

LOT 424. UNRECORDED EAST DAY POINT. BEING MORE PARTICULARLY DESCRIPED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. TAS. RIDW; THENCE 540°56°W. 1070.00 FT. TO THE WEST R/W LINE OF SR #167: THENCE 510°56°E ALONG SAID R/W LINE 961.75 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID BEARING 150 FT.; THENCE 500°56°W. 300 FT.; THENCE N13°56°W. 150 FT.; THENCE N09°56°E, 300 FT. TO THE WEST R/W LINE OF SAID R/W 150 FT.; THENCE N09°56°E, 300 FT. TO THE WEST R/W LINE OF SAID R/W 25. #167 AND THE P.O.B.; CONTAINING 1 ACRE MORE OR LESS, SEING A PART OF THE NE 1/4 OF. SEC. 25. T45. RIDW, DAY COUNTY, FLORIDA.

LOT 425. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRIDED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. TAS. RIGV; THENCE SUD'SG'V. 1070.00 FT. TO THE WEST R/W LINE OF SR 11G7; THENCE SIG'SG'V. 1070.00 FT. TO THE WEST R/W LINE OF SR 11G7; THENCE SIG'SG'V. 1070.00 FT. TO THE WEST R/W LINE OF SR 11G7; THENCE SIG'SG'V. 1070.00 FT. TO THE VEST R/W LINE OF SR 11G7; THENCE SIG'SG'V. 300 FT.; THENCE NIG'SG'V. 150 FT.; THENCE NOG'SG'E. 300 FT. TO THE WEST R/W LINE OF SAID R/W SR 11G7 AND THE P.O.B.; CONTAINING 1 ACRE HORE OR LESS. BEING A PART OF THE NE 1/4 OF SEC. 25. T4S. RIGW. BAY COUNTY. FLORIDA.

LOT 425. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. TAS. R13W: THENCE S09'56'V. 1070.00 FT. TO THE WEST R/W LINE OF SR #167: THENCE S13'56'E ALONG SAID R/W LINE 661.70 FT. TO THE FOINT OF BEGINNING: THENCE CONTINUE ALONG SAID BEARING 150 FT.: THENCE

SE2'SG'U. 300 FT.: THENCE N13'SG'U. 150 FT.: THENCE NE9'56'E. 300 FT. TO THE VEST R/V LINE OF SAID R/V SR \$167 AND THE P.C.B.: A CONTAINING 1 ACRE HORE OR LESS.

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LOT 427. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE HORTHEAST CORNER OF SECTION 25. TOWNSHIF A SOUTH. RANGE 13 VEST. AND RUN S09*56'U. 1070.30 FEET TO THE VESTERLY RIGHT OF WAY LINE OF STATE ROAD 167: THENCE S13*56'E ALONG SAID LINE 511.70 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE S13*56'E. 150 FEET; THENCE S09*56'U, 300 FEET; THENCE N13*56'U, 150 FEET; THENCE N09*56'E. 300 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.9)

Gary Souders ISSUING OFFICER President TITLE

WATER TARIFF

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(continued from Sheet No. 3.8)

DESCRIPTION OF TERRITORY SERVED

LOT 420. UNRECORDED EAST BAY POINT. BEING MORE FARTICULARLY LOT 420. UNRECORDED EAST BAY POINT. BEING HURE FARTICOUDACT DESCRIDED AS FOLLOUS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIDW: THENCE 509'56'W. 1070.00 FT. TO THE WESTERLY R/W LINE OF S.R. 167; THENCE SID'56'E ALONG SAID LINE 340.6 FT. TO THE POINT OF DEGINNING; THENCE CONTINUE SID'56'E. 150 FT.; THENCE S09'56'U. 300 FT.; THENCE NID'56'OO'W, 151 FT. TO THE SOUTHERLY R/W LINE OF A 60 FT. ROAD; THENCE NB9'50'E ALONG SAID R/W LINE 300 FT. TO THE P.O.D.; CONTAINING 1 ACRE MORE OR LESS.

LOT 429. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY LOT A29. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13V: THENCE S09*56'W 970.52 FT. TO THE EAST R/W LINE OF SR %167. AND THE P.O.D.: THENCE S13*56'E ALONG SAID R/W LINE 150 FT.: THENCE H09*56'E. 300 FT.: THENCE N13*56'U. 150 FT.: THENCE 509*56'U 300 FT. TO THE EAST R/W LINE OF SR %157 AND THE P.O.B.: CONTAINING 1 ACRE MORE OR LESS, BEING A PART OF THE NE 1/4 OF SEC. 25. T45. RIDY, BAY COUNTY. FLORIDA.

LOT AGO. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. R13W: THENCE S02'56'00"U. ALONG THE NORTH LINE OF SECTION 25. 970.00 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE S13'56'00"E ALONG SAID R/W. 150 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13'56'00"E, 150 FT.; THENCE N09'56'00"E. 300 FT.; THENCE N13'56'00"U. 150 FT.; THENCE S09'56'00"U 300 FT. TO THE POINT DE DECIMALME. CONTINUES : 100" OF BEGINNING; CONTAINING 1 ACRE.

- . . . - LOT 431. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45, RIGH: THENCE SOD'SG'OO"V. ALONG THE NORTH LINE OF SECTION 25. 970.00 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE SI3'56'OO"E ALONG SAID R/V. 300 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE SI3'56'CO"E. 150 FT.; THENCE N09'56'OO"E. 300 FT.; THENCE NIG'56'OO"V. 150 FT.; THENCE S09'56'OO"E. 300 FT. TO THE POINT OF BEGINNING: CONTAINING 1 ACRE.

(Continued to Sheet No. 3.10)

Gary Souders
ISSUING OFFICER
President
TITLE

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WATER TARIFF (continued from Sheet No. 3.9)

DESCRIPTION OF TERRITORY SERVED

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432. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY LOT DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. RIGV: THENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. RI3V; THENCE 589*56'00"W. ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE S13*56'00"E ALONG SAID R/W. 450 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13*56'00"E. 150 FT.; THENCE N89*56'00"E. 300 FT.; THENCE N13*56'00"W. 150 FT.; THENCE S89*56'00"W 300 FT. TO THE POINT OF DEGINNING; CONTAINING 1 ACRE.

1.OT 433. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T4S. R13V: THENCE S09'56'00"V, ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST RIW LINE OF STATE ROAD S-167; THENCE S13-56'00"E ALONG SAID R/W, 600 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13*56'00"E. 150 FT.: THENCE N89*56'00"E. 300 FT.; THENCE N13*56'00"W. 150 FT.; THENCE S89*56'00"W 300 FT. TO THE POINT OF BEGINNING: CONTAINING 1 ACRE. MORE OR LESS.

LOT 434. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. RI3V; THENCE S09*56'00"V, ALONG THE NORTH LINE OF SECTION 25. 978.00 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE SI2*56'00"E ALONG SAID R/V, 750 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE SI3*56'00"E. 150 FT.; THENCE N09*56'00"E. 300 FT.; THENCE NI3*56'00"V. 150 FT.; THENCE S09*56'00"V. 300 FT. TO THE POINT OF BEGINNING; CONTAINING 1 ACRE, MORE OR LESS.

UNRECORDED EAST BAY POINT, BEING HORE PARTICULARLY LOT 435,

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DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. RIJW; THENCE S09°56'00°W. ALONG THE NORTH LINE OF SECTION 25. 970.00 ET. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE SI3°56'00°E ALONG THE EAST R/W LINE OF STATE ROAD S-167; THENCE SI3°56'00°E ALONG R/U, 900 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE G'00"E, 150 FT.; THENCE N89'56'00"E. 300 FT.; THENCE SAID S13'56'00"E, 150 FT.; THENCE N89'56'00"E. 300 FT.; THE N13'56'00"V, 150 FT.; THENCE S89'56'00"V'300 FT. TO THE POINT THENCE OF BEGINNING, CONTAINING 1 ACRE.

LOT 436, UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TAS. RI3V: THENCE S59*55'00"W, ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE S13'56'00"E ALONG SAID R/W, 1050 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13'56'00"E, 150 FT.; THENCE N89'56'00"E, 300 FT.; THENCE N13'56'00"U, 150 FT.; THENCE S89'56'00"U 300 FT. TO THE POINT OF BEGINNING, CONTAINING 1.03 ACRES MORE OR LESS.

(Continued to Sheet No. 3.11)

	Gary Souders
•	ISSUING OFFICER President
	TITLE

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NAME OF COMPANY _____ Fox-Run Utilities, Inc.

WATER TARIFF (continued from Sheet No. 3.10)

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DESCRIPTION OF TERRITORY SERVED

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LOT 437. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. R13W; THENCE 509°56'00"W. ALONG THE NORTH LINE OF SECTION 25. 978.60 FT. T0 THE EAST R/W LINE OF STATE ROAD S-167: THENCE S13°56'00"E ALONG SAID R/W. 1200 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE 513°56'00"E. 150 FT.; THENCE N09°56'00"E. 300 FT.; THENCE H13°56'00"W. 150 FT.; THENCE S09°56'00"U 300 FT. TO THE POINT OF BEGINNING, CONTAINING 1.03 ACRES MORE OR LESS.

LOT 430, UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, T45, R13U: THENCE S09'5G'00"V. ALONG THE NORTH LINE OF SECTION 25, 970.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167: THENCE S13'5G'00"E ALONG SAID R/V, 1411.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13'5G'00"E, 150 FT.: THENCE N89'5G'00"E. 300 FT.: THENCE N13'5G'00"V. 150 FT.: THENCE S89'5G'00"V 300 FT. TO THE POINT

OF BEGINNING, CONTAINING 1.03 ACRES MORE OR LESS.

LOT 439. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T4S. R13V: THENCE 589*56'00"V. ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167: THENCE S13*56'00"E ALONG SAID R/V. 1561.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13*56'00"E. 15C FT.; THENCE N89*56'00"E. 30C FT.; THENCE N13*56'00"V. 150 FT.; THENCE S89*56'00"V 300 FT. TO THE POINT OF BEGINNING. CONTAINING 1 ACRE MORE OR LESS.

LOT 440. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOVS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, T4S. R1341 THENCE SU9'56'00"4, ALDHG THE NORTH LINE OF SECTION 25, 978.80 FT. TO THE EAST R/4 LINE OF STATE ROAD S-167; THENCE S13'56'00"E ALDNG SAID R/4, 1711.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13'56'00"4, 150 FT.; THENCE N89'56'00"5, 300 FT.; THENCE N13'56'00"4, 150 FT.; THENCE S89'56'00"4 300 FT. TO THE POINT OF BEGINNING, CONTAINING 1 ACRE MORE OR LESS.

LOT 441. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45, R13V; THENCE S09*56'00"V, ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE S13*56'00"E ALONG SAID R/V, 1061.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13*56'00"E. 150 FT.; THENCE N09*56'00"E. 300 FT.; THENCE N13*56'00"V, 150 FT.; THENCE S09*56'00"V 300 FT. TO THE POINT OF BEGINNING, CONTAINING 1 ACRE MORE OR LESS.

(Continued to Sheet No. 3.12)

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Gary Souders ISSUING OFFICER President TITLE

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WATER TARIEF (continued from Sheet No. 3.11)

DESCRIPTION OF TERRITORY SERVED

LOT 442. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T4S, R13V; THENCE 509:56'00"V. ALONG THE NORTH LINE OF SECTION 25. 978.00 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE S13'56'00"E ALONG SAID R/V. 2011.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13'56'00"L. 150 FT.; THENCE N89:56'00"E, 300 FT.; THENCE N13'5G'00"V, 150 FT.; THENCE S09:56'00"V 300 FT. TO THE POINT OF DEGINNING, CONTAINING 1 ACRE MORE OR LESS.

LOT 443, UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. R13W; THENCE S09°56'00"V. ALONG THE NORTH LINE OF SECTION 25. 978.00 FT. TO THE EAST R/W LINE OF STATE ROAD S-167: THENCE S13°56'00"E ALONG SAID R/W. 2161.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13°56'00"E. 150 FT.; THENCE N89°56'00"E. 300 FT.; THENCE N13°56'00"V. 150 FT.; THENCE S89°56'00"V 300 FT. TO THE POINT OF BEGINNING. CONTAINING 1 ACRE HORE OR LESS.

LOT 444. UNRECORDED EAST BAY FOINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T4S. RI3W; THENCE 589°56'00"V. ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE S13°56'00"E ALONG SAID R/V. 2311.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13°56'00"E. 150 FT.; THENCE N89°56'00"E. 300 FT.; THENCE N13°56'00"V. 150 FT.; THENCE S09°56'00"V 300 FT.; TO THE POINT OF BEGINNING. CONTAINING 1 ACRE MORE OR LESS.

LOT 445. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commence at the Northeast Corner of Section 25. T45. P.13V; THENCE

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COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TAS, RI3V; THENCE S00°56'00"V, ALONG THE NORTH LINE OF SECTION 25. 970.00 FT, TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE S13°56'00"E ALONG SAID R/W, 2461.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13°56'00"E, 150 FT.; THENCE N09°56'00"E, 300 FT.; THENCE N13°56'00"V, 150 FT.; THENCE S09°56'00"W 300 FT. TO THE POINT OF BEGINNING, CONTAINING 1 ACRE MORE OR LESS.

LOT 446. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NURTHEAST CORNER OF SECTION 25. T45. R134: THENCE S09'56'00"4. ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167: THENCE S13'56'00"E ALONG SAID R/V, 2673.56 FT. TO THE SOUTH R/V LINE OF A 60 FT. STREET AND THE POINT OF BEGINNING: THENCE N89'56'00"E ALONG SAID R/V

LINE JOO FT.: THENCE SI3*56'00"E, 150 FT.; THENCE S89*56'00"V JOO FT. TO THE EAST R/V LINE OF S.R. (167; THENCE N13*56'00"V ALONG SAID R/V LINE 150 FT. TO THE FOINT OF BEGINNING, CONTAINING 1 ACRE MORE OR LESS.

(Continued to Sheet No. 3.13)

Gary Souders
ISSUING OFFICER
President
TITLE

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NAME OF COMPANY Fox-Run Utilities, Inc.

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WATER TARIFF (continued from Sheet No. 3.12)

DESCRIPTION OF TERRITORY SERVED

LCT 447, UNRECORDED EAST BAY POINT SUBDIVISION, BEING MORE

LOT 447, UNRECORDED EAST BAT PUTNT SUBJUTISTON. DETRICT HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIGY: THENCE S09*56'W 978.60 FEET TO THE EAST R/W LINE OF S.R. #167: THENCE S13*56'E ALONG SAID R/W LINE 2623.56 FEET TO THE F.O.B.. THENCE NO9*56'E DOO FEET; THENCE SI3*56'E ISO FEET; THENCE 509*56'W DCO FEET TO THE EAST R/W LINE OF S.R. #167: THENCE NI3*56'W ALONG SAID R/W LINE ISO FEET TO THE P.O.B.; CONTAINING I ACRE MORE OR LESS. BEING PART OF THE SE 1/4 OF SECTION 25. T45. RIGW. BAY COUNTY, FLORIDA.

LOT 448. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP 4 SOUTH. COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP 4 SOUTH. RANGE 13 WEST. BAY COUNTY. FLORIDA: THENCE S69'56'CO'', 978.80 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD 5-167: THENCE S13'56'E. ALONG SAID RIGHT OF WAY LINE 2973.56 FEET TO THE POINT OF BEGINNING; THENCE N09'56'OO'E. 300 FEET: THENCE S13'56'E. 15C.19 FEET: THENCE N09'56'00'E. 300 FEET: THENCE S13'56'E. 15C.19 FEET: THENCE N08'56'56'U. 3.5 FEET TO A POINT ON THE AFORESAID EAST LINE OF SECTION 25. TOUNSHIP 4 SOUTH. RANGE 13 WEST: THENCE S09'56'00''. 296.55 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD %167: THENCE N13'56'U. 150 FEET TO THE POINT OF BEGINNING. BEING FART OF THE SOUTHEAST OUARTER OF SECTION 25. TOUNSHIP 4 SOUTH, RANGE 13 WEST AND SOUTHWEST QUARTER OF SECTION 30. TOWNSHIP 4 SOUTH, RANGE 12 WEST. BAY COUNTY. FLORIDA.

LOT 449. UNRECORDED EAST BAY POINT SUBDIVISION. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 25. TAS. RIDW: THENCE SOB'SG'V 970.00 FEET TO THE EAST R/W LINE OF S.R. 1167: THENCE SIJ'SG'E ALONG SAID R/W LINE DI23.56 FEET TO THE P.O.B.. THENCE NO9'SG'E 29G.55 FEET TO A POINT ON THE AFORE' SAID EAST LINE OF SECTION 25; THENCE SOG'SG'SG'E 3:50 FEET; THENCE SIJ'SG'E ISI.05 FEET; THENCE SOG'SG'SG'U 36:52 FEET TO A POINT ON THE AFORE SAID EAST LINE OF SECTION 25; THENCE SOB'SG'V 264.02 FEET TO THE EAST R/W LINE OF S.R. 1167: THENCE NI3'SG'V 150 FEET TO THE F.O.B.: CONTAINING 1 ACEF MORE OF LESS AND BEING PAPE OF THE THE F.O.B.: CONTAINING 1 ACRE MORE OR LESS, AND BEING PART OF THE SE 1/4 OF SECTION 30, T45, R12U, BAY COUNTY, FLORIDA.

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LOT 450. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIBED AS FOLLOUS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP & SOUTH. RANGE 13 VEST. BAY COUNTY, FLORIDA: THENCE SOO'SO'U ALONG THE NORTH LINE OF SECTION 25. 970.80 FEET TO THE EAST RIGHT OF UAY LINE OF S.H. 1167: THENCE SID'SO'E ALONG SAID RIGHT OF UAY LINE 3273.56 FEET TO THE FOINT OF BEGINNING: THENCE CONTINUE ALONG SAID RIGHT OF VAY LINE AND BEAKING 42.35 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A DELTA OF 2'4G'07" TO THE LEFT. RADIUS OF FEET TO A POINT ON THE EAST LINE OF SECTION 25: THENCE SOG'SO'SO'E. G9.54 FEET: THENCE NI3'SO'W. 151.DS FEET: THENCE NOG'SO'SO'E. G9.54 FEET: THENCE NI3'SO'W. 151.DS FEET: THENCE NOG'SO'SO'U. 3G'SC FEET TO THE AFORESAID EAST LINE OF SECTION 25: THENCE SOO'SO'U. 264.02 FEET TO THE LAST RIGHT OF VAY LINE OF S.K. 1157 AND THE FOINT OF BEGINNING. BEING PART OF THE SOUTHEAST OUARTER OF SECTION 25. TOUNSHIP 4 SOUTH. SANGE 12 · S. R. AND SOUTHWEST QUARTER OF SECTION 30. TOUNSHIP.4 SOUTH. RANGE 12 VEST. BAY COUNTY. FLORIDA.

(Continued to Sheet No. 3.14)

Gary Souders
ISSUING OFFICER
President
TITLE

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WATER TARIFF

(continued from Sheet No. 3.13)

DESCRIPTION OF TERRITORY SERVED

LOT 451. UNRECORDED EAST DAY POINT SUBDIVISION. BEING HORE PARTICULARLY DESCRIBED AS FOLLOUS:

CONMENCE AT THE NE CORNER OF SECTION 25. T45. RIGUE THENCE SOD'SG'U ALONG THE NORTH LINE OF SECTION 25. 970.00 FEET TO THE EAST R/U LINE OF S.R. (1G7; THENCE SIG'SG'E ALONG SAID R/U LINE JSIS.01 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY); THENCE ALONG SAID CURVE HAVING A DELTA OF 2'4G'OT". RADIUS 2242.01 FT. FOR AN ARC DISTANCE OF 100.34 FT TO THE P.C.E., THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 3'55'39". RADIUS 2242.01 FT., FOR AN ARC DISTANCE OF 153.66 FT.: THENCE NO9'56'E 103.22 FT. TO THE EAST LINE OF SECTION 25; THENCE SGG'56'50"E 124.90 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHUSSTERLY); THENCE ALONG SAID CURVE HAVING A DELTA OF A'40'32". RADIUS 1959.36 FT. FOR AN ARC OF 159.99 FT: THENCE SOG'56'50"U 69.54 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 69.54 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 69.54 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 69.54 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 69.54 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 69.54 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 69.54 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'56'50"U 220.00 FEET TO THE EAST SAUD SUBSTINE F.O.B.: CONTAINING 1.06 ACRES. HORE OR LESS, AND BEING PART OF THE SE 1/4 OF SECTION 25, TAS, RIGU AND SU 1/4 OF SECTION 30, T45, RI2U, BAY COUNTY, FLORIDA.

LOT 452, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00"W. FOR 978.52 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR J315.88 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2242.01 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 273.92 FEET, SAID APC HAVING A CHORD OF 273.75 FEET BEARING S.17°28'00"E. TO SAID ARG MAVING A CHORD OF 273.75 FEET BEARING S.17*28'00"E. TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 162.97 FEET, SAID ARC MAVING A CHORD OF 162.93 FEET BEARING S.23*02'57"E.;' THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE N.89*56'00"E. FOR FOR 336.99 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1942.01 FEET, FOR AN ARC DISTANCE OF 160.10 FEET, SAID ARC HAVING A CHORD OF 160.05 FEET HEARING N.26°52'03"W.; THENCE S.09°56'00"W. FOR 324.03 FEET TO THE POINT OF DEGINNING.

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LOT 453. UNRECORDED EAST BAY POINT SUBDIVISION. BEING MORE PARTICULARLY DESCRIBED AS FOLLOUS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIDY: THENCE SOB'SG'W ALONG THE NORTH LINE OF SECTION 25. 978.60 FEET TO THE SC9*SG'U ALONG THE NORTH LINE OF SECTION 25. 978.60 FEET TO THE EAST R/U LINE OF S.R. \$167; THENCE S13*56'E ALONG SAID R/U LINE D315.91 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF 10*43'39". RADIUS 2242.01 FT. \FOR AN ARC DISTANCE OF 419.77 FT. TO THE P.O.E.. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 4*09*50. RADIUS 2242.01 FT. FOR AN ARC DISTANCE 2F 163.02 FT.; THENCE N09*56'E 56.34 FT. TO THE EAST LINE OF SECTION 25: THENCE S66*56'50"E 204.14 FT. TO A POINT DH A CURVE TO THE RIGHT (NORTHUESTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF 'S'09'14", RADIUS 1959.36 FT. FOR AN ARC OF 176.25 FT: THENCE N06*56'50"U 125.71 FEET TO THE EAST LINE OF SECTION 25: THENCE S69*56'U 126.09 FEET TO THE EAST LINE OF S.R. 4167 AND THE 126.09 FEET TO THE EAST R/U LINE OF S.R. 4167 AND THE 589*56'V P.O.B.: CONTAINING 1.07 ACRES. HORE OR LESS. AND BEING PART OF THE BE 1/4 OF SECTION 25. T45. RIJU AND SU 1/4 OF SECTION 30. T45. RI2V. BAY COUNTY, FLORIDA.

(Continued to Sheet No. 3.15)

Gary Souders

ISSUING OFFICER
President
TITLE

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WATER TARIFF (continued from Sheet No. 3.14)

DESCRIPTION OF TERRITORY SERVED

LOT 454. UNRECORDED EAST BAY POINT SUBDIVISION. BEING MORE FARTICULARLY DESCRIBED AS FOLLOUS: COMMENCE AT THE NE CORNER OF SECTION 25. T4S. RIJW; THENCE SOD'56'U ALONG THE NORTH LINE OF SECTION 25. 970.00 FEET TO THE EAST R/W LINE OF S.R. (167; THENCE SIJ'56'E ALONG SAID R/W LINE DJ15.91 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY); THENCE ALONG SAID CURVE HAVING A DELTA OF 14'53'47". RADIUS 2242.01 FT. FOR AN ARC DISTANCE OF 502.79 FT. TO THE P.O.B.. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 4'23'13". RADIUS 2242.01 FT., FOR AN ARC DISTANCE OF 171.66 FT.; THENCE NG6'5G'50"E J65.30 FT. TO A POINT ON A CURVE TO THE RIGHT (HORTHWESTERLY). THENCE ALONG SAID CURVE HAVING A DELTA OF 5'31'56". RADIUS 1950.36 FT.FOR AN ARC DISTANCE OF 109.10 FT.; THENCE HOG'5G'50"U, 204.14 FT. TO THE EAST LINE OF SECTION 25; THENCE SOD'56'U SG.34 FEET TO THE P.O.B.; CONTAINING 1.07 ACRES. MORE OR LESS. AND BEING PART OF THE SE 1/4 OF SECTION 25, T45. RIJW AND SU 1/4 OF SECTION 30. T45, RI2W, BAY COUNTY. FLORIDA.

LOT 455, UNRECORDED EAST BAY POINT SUPPLYISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25, TAS, RIBW; THENCE SOP'SG'U ALONG THE NORTH LINE OF SECTION 25, 975.80 FEET TO THE EAST R/W LINE OF S.R. 1167; THENCE SIB'SG'E ALONG SAID R/W LINE DBIS.91 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY); THENCE ALONG SAID CURVE HAVING A DELTA OF 19'17'CO", RADIUS 2242.01 FT. FOR AN ARC DISTANCE OF 754.45 FT. TO THE P.O.B., THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 4'45'11", RADIUS 2242.01 FT., FOR AN ARC DISTANCE OF 185.99 FT.; THENCE SOG'SG'SG'E 397.74 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHWESTERLY), THENGE ALDNG SAID CURVE HAVING A DELTA OF 6'19'12", RADIUS 1959.36 FT., FOR AN ARC OF 207.69 FT.; THENCE NGG'SG'SO'U, JGS.38 FT. TO THE EAST R/W LINE OF S.R. 1157 AND THE F.O.B.; CONTAINING 1.07 ACRES. HORE OR LESS, AND BEING PART OF THE SE 1/4 OF SECTION 25, TAS, RIBW AND SW 1/4 OF SECTION 30. T45, RI2W, DAY COUNTY, FLORIDA.

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LOT 45G. UNRECORDED EAST BAY POINT SUEDIVISION. REING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIGU. BAY COUNTY. FLORIDA: THENCE SOG'SG'U ALONG THE NORTH LINE OF SECTION 25. 970.00 FEET TO THE EAST R/V LINE OF S.R. E-167; THENCE SIG'SG'E ALONG SAID'R/V GOINT OF THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF 24'02'01". HAVING A RADIUS OF 2242.01 FT. FOR AN ARC DISTANCE OF 940.45 FT. TO A POINT ON A CURVE AND THE F.O.B.. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF S'07'30". HAVING SAID 2242.01 FT. RADIUS FOR AN ARC DISTANCE OF 200.54 FT. TO POINT ON CURVE; THENCE NG6'56'50"4, 397.74 FT. TO A POINT ON CURVE AND F.O.B.: CONTAINING 1.37 ACRES, MORE OR LESS.

(Continued to Sheet No. 3.16)

Gary Souders ISSUING OFFICER President TITLE

NAME OF COMPANY ______ Eox-Run Utilities, Inc.____

WATER TARIFF (continued from Sheet No. 3.15)

DESCRIPTION OF TERRITORY SERVED

LOT 457, 458 AND 459, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE 5.89*56'00"W, FOR 978.52 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13*56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 3315.88 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2242.01 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 1207.03 FEET, SAID ARC HAVING A CHORD OF 1192.51 FEET BEARING S.29*23*23*E. TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 42.44 FEET, SAID ARC HAVING A CHORD OF 42.43 FEET BEARING S.45*21'19*E.* TO THE' P.T. OF SAID CURVE; THENCE S.45*22'00"E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 467.66 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE FOR 467.66 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOB'S5'13*E. FOR 711.75 FEET; THENCE N.00*20'03*W. FOR 185.65 FEET; THENCE N.86*55'13*W. FOR 456.69 FEET; THENCE N.45*52'00*W. FOR 228.39 FEET; THENCE N.86*55'13*W. FOR 456.21 FEET TO THE POINT OF BEGINNING.

LOTS 632 AND 645, EAST DAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, DAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4050.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 2580.00 FEET TO THE POINT OF DEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; SUBJECT TO A 30 FT. ROAD ON THE NORTH, WEST AND SOUTH SIDES. SOUTH SIDES.

LOTS 633 AND 644, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, DAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4200.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 2500.00 FEET TO THEN? POINT OF DEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; SUBJECT TO A 30 FT. ROAD ON THE NORTH, EAST AND SOUTH SIDES. SOUTH SIDES.

LOTS 700 AND 711, EAST BAY POINT UNRECORDED SUBDIVISION: LOTS 700 AND 711, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4050.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET. SUBJECT TO A 30 FT. ROAD ON THE NORTH, WEST AND SOUTH SIDES.

(Continued to Sheet No. 3.17)

Gary souders
ISSUING OFFICER
President
TITLE

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WATER TARIFF (continued from Sheet No. 3.16)

DESCRIPTION OF TERRITORY SERVED

LOTS 701 AND 710, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4200.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE SOUTH SIDES.

LOTS 766 AND 771, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4050.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3780.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE WORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET. SUBJECT TO A 30 FT. ROAD ON THE NORTH, WEST AND SOUTH SIDES.

LOTS 767 AND 770, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4200.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3780.00 FEET TO THE POINT OF DEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WOST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; SUBJECT TO A 30 FT. ROAD ON THE NORTH, EAST AND SOUTH SIDES.

(Continued to Sheet No. 3.18)

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Gary Souders	
ISSUING OFFICER	-
President	
TITLE	

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WATER TARIFF (continued from Sheet No. 3.17)

DESCRIPTION OF TERRITORY SERVED

LOTS 1-9, APPALOOSA WAY COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE S.89°56'00"W. FOR 970.60 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 2297; THENCE S.13°56'00"E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 2611.70 FEET TO THE NORTH RIGHT OF WAY LINE OF APPALOOSA WAY; THENCE S.86°01'10"E. ALONG SAID NORTH RIGHT OF WAY LINE FOR 302.86 FEET TO THE POINT OF BEGINNING; THENCE S.86°58'10"E. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1353.73 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE N.01°24'05"W. FOR 255.66 FEET; THENCE N.86°58'10"W. FOR 1243.56 FEET; THENCE S.89°56'00"W. FOR 166.27 FEET; THENCE S.13°56'00"E. FOR 259.21 FEET TO THE POINT OF BEGINNING. BEGINNING.

LOTS 10-13. APPALOOSA WAY COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00°W. FOR 978.52 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00°E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 2673.56 FEET TO THE SOUTH RIGHT OF WAY LINE OF APPALOOSA WAY; THENCE S.87°57'40°E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 302.95 FEET; THENCE S.86°58'10°E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 590.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.86°58'10°E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 600.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE FOR 600.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S.O1*24*05*E. FOR 276.34 FEET; THENCE N.86*58'10"W. FOR 600.00 FEET; THENCE ' N.01*24'05"W. FOR 276.34 FEET TO THE POINT OF BEGINNING.

37

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LOTS 14-16, APPALOOSA WAY COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE S.89°56'00°W. FOR 978.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00°E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 2673.56 FEET TO THE SOUTH RIGHT OF WAY LINE OF APPALOOSA WAY; THENCE S.87°57'40°E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 302.95 FEET TO THE POINT OF BEGINNING; THENCE S.86°58'10°E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 530.22 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S.01°24'05°E. FOR 276.34 FEET; THENCE N.86°58'10°W. FOR 467.51 FEET; THENCE N.13°56'00°W. FOR 288.21 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.19)

Gary Souders	
ISSUING OFFICER	
President	
TITLE	

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<u>Garv Souders</u> ISSUING OFFICER

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President TITLE

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF (continued from Sheet No. 3.18)

1

DESCRIPTION OF TERRITORY SERVED

CREEK RUN BUILDING (1. BEING MORE PARTICULARLY DESCRIBED AS FOLLOVS

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP & SOUTH. RANGE 13 VEST. BAY COUNTY. FLORIDAL THENCE SOB'SG'OO"V ALONG THE NORTH LINE OF SAID SECTION 25 FOR 1001.52 FEET TO THE VEST RIGHT OF VAY LINE OF S.R. 107 (COUNTY ROAD 2297)! THENCE SI3'AG'E ALONG SAID VEST RIGHT OF VAY LINE 1621 FEET, HORE OR LESS. TO THE CENTERLINE OF COUNTRY CLUB DRIVE! THENCE S39'50'V ALONG SAID CENTERLINE 536.9 FEET TO THE CENTERLINE OF MALLARD DRIVE! THENCE NORTHERLY ALONG SAID CENTERLINE 1271 FEET. MORE OR LESS. TO THE SOUTH RIGHT OF VAY LINE OF CARUSO DRIVE! THENCE S39'50'V ALONG SAID SOUTH RIGHT OF VAY LINE FOR 36 FEET TO THE UEST RIGHT OF VAL LINE OF MALLARD GRIVE! THENCE 'S01'24'E FOR 219.48 FEET TO THE NORTHEAST CORNER OF LOT 14. BLOCK D. OF SANDY CREEK FANCH AND COUNTRY CLUB PHASE 1 AS PER PLAT THEREOF RECORDED IN PLAT BOOM 14. PAGE 4 OF 'THE PUBLIC RECORDS OF BAY COUNTY. FLORIDA: THENCE S09'56'U. 100.0 FEET TO THE NORTHVEST CORNER OF SAID LOT 14 AND THE POINT OF BEGINNING: THENCE N09'56'S. 160.0 FEET TO 'THE VEST RIGHT OF VAY LINE OF MALLARD DRIVE: THENCE N01'24'V ALONG SAID EIGHT OF VAY LINE OF MALLARD DRIVE: THENCE N01'24'V ALONG SAID UNTRY CLUB PHASE 1 TO THE NORTHVEST CORNER OF SAID LOT 14 AND THE VOINT OF BEGINNING: THENCE N09'56'S. 160.0 FEET TO 'THE VEST RIGHT OF VAY LINE OF MALLARD DRIVE: THENCE S01'24'V ALONG SAID HIGHT OF VAY LINE OF MALLARD DRIVE: THENCE S01'24'V ALONG SAID UATER'S EDGE OF A MAN MADE LAKE: THENCE S01'24'E ALONG FAID UATERS EDGE. 170.0 FEET TO THE POIN' OF BEGINNING. COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP & SOUTH. WATERS SDGE. 170.0 FEET TO THE POINT OF EEGINNING.

CREEK RUN BUILDING 12. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOWNSHIP 4 SOUTH. RANGE 13 WEST. BAY COUNTY. FLORIDA: THENCE S88*56'00"W ALONG THE NORTH LINE OF SAID SECTION 25 FOR 1061.52 FEET TO THE WEST RIGHT OF WAY LINE OF S.R. 167 (COUNTY ROAC 2297): THENCE S13*46'E ALONG SAID WEST RIGHT OF WAY LINE 1621 FEET. HORE OR LESS. TO THE CENTERLINE S26.9 FEET TO THE CENTERLINE OF MALLARD DRIVE: THENCE NORTHERLY ALONG SAID CENTERLINE 1271 FEET. HORE CR LESS. TO THE SOUTH RIGHT OF WAY LINE OF CARWSO DRIVE: THENCE S09*59*40"W.ALONG SAID SOUTH RIGHT OF WAY LINE 'FOR- 320 FEET TC THE POINT OF BEGINNING: THENCE N09*56'E ALONG SAID RIGHT OF WAY. 170.GO FEET: THENCE 301*24*E. 75.0 FEET. HORE OR LESS. TO THE WATERS EDGE OF A LAKS: THENCE WESTERLY ALONG SAID WATERS EDGE. TO A POINT BEARING SOI'24*E FROM THE POINT OF BEGINNING: THENCE N01*24'V. 116.0 FEET. HORE OR LESS. TO THE POINT OF BEGINNING: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOWNSHIP 4 SOUTH.

FOLLOVS1

STABLES AND UTILITIES:

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(Continued to Sheet No. 3.20)

STABLES AND UTILITIES: CONHENCE AT THE SOUTHEAST CORBER OF SECTION 30. TOUNSHIF 4 SOUTH. RANGE 12 VEST. BAY COUNTY. FLORIDA: THENCE NAS*20*20*V ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 3083.33 FEET TO THE EASTERLY RIGHT OF VAY LINE OF COUNTY ROAD NO. 2297: THENCE NAS*47*57*V ALONG SAID EASTERLY RIGHT OF VAY LINE FOR 135.55 FEET TS THE POINT OF BEGINNING: THENCE NY2*55*51*E FOR 96.69 FEET: THENCE NOS*10*02*V FOR 596.95 FEET: THENCE N36*17*50*V FOR 113.52 FEET TO THE SOUTH RIGHT OF VAY LINE OF AIR VAY (AIR PARK BLVD.): THENCE VESTERLY ALONG SAID SOUTH RIGHT FO VAY LINE FOR 648 FEET. HORE OR LESS. TO THE EASTERLY RIGHT OF VAY LINE OF COUNTY ROAD NO. 2297: THENCE SAS*47*57*E ALONG SAID EASTERLY RIGHT OF VAY LINE FOR 1073 FEET. HORE OR LESS. TO THE FOINT OF BEGINNING.

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NAME OF COMPANY ______ Fox-Run Utilities, Inc....

WATER TARIFF (continued from Sheet No. 3.19)

2

DESCRIPTION OF TERRITORY SERVED

Commence at the Northwest corner of Section 30, Township 4 South, Range 12 West of Bay County, Plorida; thence S01* 24'05"E, 2295.38 feet; thence S86"58'10"E, 1303.56 feet to the Point of Beginning; thence S01* 24'04"E, 225.66 feet to the North R/W of Appaloosa Way; thence S86"58'10"Z along said R/W, 150.0 feet; thence N01*24'05"W, 291.0 feet; thence N86" 58'10"W, 150.0 feet; thence S01* 24'05"E, 35.34 feet to the Point of Beginning.

Commence at the Northwest corner of Section 30, Township 4 South, Range 12 West of Day County, Florida; thence S01* 24'05"E, 2295.30 foet; thence S06*50'10"E, 1303.56 feet to the Point of Beginning; thence S01*24'05"E, 255.66 feet to the North R/W of Appaloosa Way; thence S06*50'10"E along said R/W, 150.0 feet; thence N01*24'05"W, 291.0 feet; thence N86* 50'10"W, 150.0 feet; thence S01*24'05"E, 35.34 feet to the Point of Beginning. Containing 1.00 Acres more or less.

PARCEL V

Commence at the Southeast corner of Section 30, Township 4 South, Range 12 West; thence N00°34'51"W, 656.94 feet; thence N86°38'32"W, 3946.86 feet to the Point of Beginning; thence continue N86°38'32"W,123.65 feet; thence N05°10'02"W, 31.0 feet; thence S86°38'32"E, 123.65 feet; thence S05°10'02"E, 31.0 feet to the Point of Beginning.

PARCEL VI

11

Commence at the Southeast corner of Section 10, Township 4 South, Range 12 West; thence N00"34'51"W, 656.94 feet; thence N86"38'32"W, 3946.86 feet to the Point of Beginning; thence S05"10'02"E, 297.60 feet; thence N86"38'32"W, 123.65 feet; thence N05"10'02"W, 297.60 feet; thence S86"38'32"E, 123.65 feet to the Point of Beginning.

PARCEL VII

Commencing at the Southeast corner, Section 30, Township 4 South, Range 12 West; thence N00°34'51"W, 656.94 feet; thence N86°38'32"W, 3946.86 feet; thence S05°10'02"E, 297.60 feet; thence N86°38'32"W, 91.20 feet to the Point of Beginning; thence S45°51'42"E, 5.43 feet; thence S44°08'18"W, 200.0 feet to the Northerly R/W of State Road 167; thence N45°51'42"W along said R/W 300.0 feet; thence N44°08'18"E, 200.0 feet; thence S45°51'42"E, 245.36 feet; thence S05°10'02"E, 32.51 'feet; thence S86°38'32"E, 32.45 feet to the Point of Beginning.

(Continued to Sheet No. 3.21)

Gary Souders
ISSUING OFFICER
President
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WATER TARIFF

(continued from Sheet No. 3.20)

DESCRIPTION OF TERRITORY SERVED

LOTS 1 THRU 25, SANDY CREEK AIR PARK: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE 5.89'14'14"E. FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTWENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT DOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00°34'51"W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00°34'51"W. ALONG SAID EAST LINE FOR 950.10 FEET TO THE NORTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (AIR WAY) AND THE POINT OF BEGINNING; THENCE N.86°53'37"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 3750.00 FEET; THENCE 'N.00°34'51"W. FOR 220.00 FEET; THENCE S.86°53'37"F. JSO.00 FEET; THENCE S.00°34'51"E. FOR 228.00 FEET TO THE POINT OF BEGINNING.

LOTS 26-A, 26, 27, 28, 29, 30, 31, 32 AND 33, SANDY CREEK AIR PARK:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE S.89°14'14"E. FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00°34'51"W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00°34'51"W. ALONG SAID EAST LINE FOR 656.94. FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°34'51"W.' ALONG SAID EAST LINE FOR 233.16 FEET TO THE SOUTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (AIR WAY); THENCE N.86°53'37"W. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1230.00 FEET; THENCE 5.00°34'51"E. FOR 227.33 FEET; THENCE S.86°38'32"E. ALONG THE MORTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP FOR 1230.00 FEET TO THE POINT OF BEGINNING.

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LOTS 34, 35, 36, 37, 38, 39, 40, 40-A AND 41, SANDY CREEK AIR PARK:

CONMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE S.89^{-14'14'E.} FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00°34'51"W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00°34'51"W. ALONG SAID EAST LINE FOR 656.94 FEET; THENCE N.86'38'32"W. ALONG THE NORTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP. FOR 1290.00 FEET TO THE POINT OF BEGINNING;. THENCE CONTINUE N.86'38'32"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1340.00 FEET; THENCE N.00°34'51"W. FOR 220.76 FEET TO THE SOUTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (AIR WAY); THENCE S.86'53'37"E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1340.00 FEET; THENCE S.00°34'51"E. FOR 227.05 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.22)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.21)

DESCRIPTION OF TERRITORY SERVED

LOTS 42 THRU 40, SANDY CREEK AIR PARK; COMMENCE AT THE SOUTHEAST CORNER OF SECTION J0, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER); BAY COUNTY, FLORIDA; THENCE S.09'14'14"E. FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00'34'51"W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONGRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00'34'51"W. ALONG SAID EAST LINE FOR 656.94 FEET; THENCE N.86'38'38'Y. ALONG SAID EAST LINE FOR 656.94 Z00 FT. AIR STRIP FOR 2690.00 FEET TO THE POINT OF BEGINNING; ' THENCE CONTINUE N.86'38'32"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1050.00 FEET; THENCE N.00'34'51"W. FOR 215.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (AIR WAY); THENCE S.86'53'37"E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1050.00 FEET; THENCE S.00'34'51"E. FOR 220.49 FEET TO THE POINT OF BEGINNING..

LOTS 51 THRU 58, SANDY CREEK AIR PARK PHASE TWO: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE N.85*22'SO"W. ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 603.51 FEET; THENCE N.03*21*28*E. FOR 555.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP; THENCE N.86*38*32*W. ALONG SAID RIGHT OF WAY LINE FOR 2010.00 FEET TO THE WEST RIGHT OF WAY LINE OF TAXIWAY NO. 1 AND THE POINT OF BEGINNING; THENCE CONTINUE N.86*38'32*W. FOR 1445.00 FEET; THENCE S.03*21*28*W. FOR 272.69 FEET TO THE NORTH RIGHT OF WAY LINE OF PARK WAY; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE WHICH IS A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 170.00 FEET FOR AN ARC DISTANCE OF 112.90 FEET, SAID ARC HAVING A CHORD OF 110.83 FEET BEARING S.67*37*02*E. TO THE P.T. OF SAID CURVE; THENCE S.86*38'32*E. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1015.22 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS -OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE; FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARC HAVING A CHORD OF 35.36 FEET BEARING N.48*21'28*E. TO THE P.T. OF SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARC HAVING A CHORD OF 35.36 FEET BEARING N.48*21'28*E. TO THE P.T. OF SAID CURVE; THENCE N.03*21'28*E. FOR 183.80 FEET TO THE POINT OF BEGINNING.

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LOTS 59 THRU 68, SANDY CREEK AIR PARK PHASE TWO: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED GORNER), BAY COUNTY, FLORIDA; THENCE N. 85°22'50"W. ALONG THE SOUTH LINE OF SAID SECTION 30°FOR 603.51 FEET; THENCE N.03°21'28"E. FOR 555.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP; THENCE N.86°38'32"W. ALONG SAID RIGHT OF WAY LINE FOR 600.00 FEET TO THE WEST RIGHT OF WAY LINE OF TAXIWAY NG. 2 AND THE POINT OF BEGINNING; THENCE CONTINUE N.86°38'32"W. FOR 1350.00 FEET TO THE EAST RIGHT OF WAY LINE OF TAXIWAY NG. 1; THENCE 5.03°21'28"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 183.80 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARC HAVING A CHORD OF 35.36 FEET BEARING S.41°38'32"E. TO THE P.C. OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARC HAVING A CHORD OF 35.36 FEET BEARING N.48°21'28"E. TO THE P.T. OF SAID CURVE; THENCE SOUTHEASTERLY ALONG SAID ARC HAVING A CHORD OF 35.36 FEET BEARING N.48°21'28"E. TO THE P.T. OF SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARC HAVING A CHORD OF 35.36 FEET BEARING N.48°21'28"E. TO THE P.T. OF SAID CURVE; THENCE N.03°21'28"E. FOR 183.80 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.23)

Gary Souders

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ISSUING OFFICER President TITLE

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WATER TARIFF

(continued from Sheet No. 3.22)

DESCRIPTION OF TERRITORY SERVED

LOTS 69, 70, 71 AND 72, SANDY CREEK AIR PARK PHASE TWOI GONMENCE AT THE SOUTHEAST CORNER OF SECTION J0, TOWNSHIP A SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE N.85°22'50°W. ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 603.51 FEET; THENCE N.03°21'28°E. FOR 371.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.03°21'28°E. FOR 208.80 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP; THENCE N.86°36'32°W. ALONG SAID RIGHT OF WAY LINE FOR 540.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF TAXIWAY NO. 2; THENCE S.03°21'28°W. ALONG SAID EAST RIGHT OF WAY LINE FOR 183.80 FEET TO THE P.C.,0° A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET. SAID ARG HAVING A CHORD OF 35.36 FEET BEARING S.41°30'32°E. TO THE P.T. OF SAID CURVE; THENCE S.86°38'32°E. FUR S15.00 FEET TO THE POINT OF BEGINNING.

LOTS 77 THRU 100, SANDY CREEK AIR PARK PHASE TWO: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE N.85°22'50"W. ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 603.51 FEET TO THE POINT OF BEGINNING; THENCE S.03°21'28"W. FOR 25.41 FEET; THENCE N.85°05'16"W. FOR 3269.03 FEET; THENCE N.06°55'47"W. FOR 134.57 FEET; THENCE N.05°10'02"W. FOR 69.20 FEET; THENCE N.48°17'38"E. FOR 126.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARK WAY, WHICH IS A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 162.38 FEET, SAID ARC HAVING A CHORD OF 159.03 FEET BEARING S.28°04'06"E. TO THE P.T. OF SAID CURVE; THENCE S.86°38'32"E. ALONG SAID RIGHT OF WAY LINE FGR 2533.89 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG J SAID CURVE; THENCE S.86°38'32"E. ALONG SAID STANGE OF 27.13 FEET, SAID CURVING RIGHT OF WAY LINE FOR AN_ARC DISTANCE OF 27.13 FEET, SAID CURVING RIGHT OF WAY LINE FOR AN_ARC DISTANCE OF 27.13 FEET, SAID CURVING RIGHT OF WAY LINE FOR AN_ARC DISTANCE OF 27.13 FEET, SAID CURVING RIGHT OF WAY LINE FOR AN_ARC DISTANCE OF 27.13 FEET, SAID CURVING RIGHT OF WAY LINE FOR AN_ARC DISTANCE OF 27.13 FEET, SAID CURVING RIGHT OF WAY LINE FOR AN_ARC DISTANCE OF 27.13 FEET, SAID ARC HAVING A CHORD OF 25.82 FEET-BEARING S.55'33'05"E. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 54.26 FEET, SAID ARC HAVING A CHORD OF 51.64 FEET BEARING S.55'33'05"E. TO THE P.T. OF SAID CURVE; THENCE S.86'38'32"E. FOR 50.00 FEET; THENCE S.03°21'28"W. FOR 246.57 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.24)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF

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(continued from Sheet No. 3.23)

DESCRIPTION OF TERRITORY SERVED

EXPERIMENTAL AIRCRAFT ASSOC. PARCEL. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWSI

DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP A EDUTH. RANGE 12 WEST, SAY COUNTY, FLORIDA: THENCE NOO 3A'51"W ALONG THE EAST LINE OF SAID SECTION 30, 950.10 FEET TO THE NORTH R/W OF AIR PARK BLVD: THENCE N86'53'37"W, 3800.00 FEET TO THE P.C. OF A CURVE TO THE LEST HAVING A RADIUS OF 272.15 FEST. A DELTA ANGLE OF JA'29'52". CONTINUE ALONG, SAID CURVE. 163.36 FEET TO THE P.T.: THENCE 350'36'31"W, 102.47 FEET TO THE POINT OF BEGINNING: THENCE NA7'16'14"W. 40.53 FEET; THENCE N13'27'10"E. 152.21 FEET: THENCE SGC'15'19"E. ALONG R/W. 250.0 FEET MORE OR LESS TO THE NORTH S/W OF UHITLEY FARM ROAD; THENCE NORTHEASTERLY ALONG SAID R/W A CHORM BEARING OF N67'00'51"E FOR A CHORD DISTANCE OF 75.67 FEET TO THE P.C. OF A CURVE: THENCE N50'36'31"E ALONG EA'D R/W. 69.35 SEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 0.607 ACRES. HGRE OR LESS. LESS.

AEROCENTER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30. TOUNSHIP & SOUTH. RANGE 12 VEST. BAY COUNTY, FLORIDA: "THENCE NOO"34'SITU ALONG THE EAST LINE OF SAID SECTION 30 FOR \$00.10 FEET TO THE SOUTH RIGHT OF VAY LINE OF AIR VAY (AIR PARK BLVD.): THENCE N66'S3'37"V ALONG SAID SOUTH RIGHT OF VAY LINE FOR 3740 FEET TO THE NORTHVEST CORNER OF LOT 42. SANDY CREEK AIR PARK. AS PER PLAT RECORDED IN PLAT BOOK 14. PAGE 11 OF THE PUBLIC RECORDS OF SAY COUNTY. FLORIDA: THENCE SOO'34'SITE ALONG THE VEST LINE OF SAID LOT 46 FOR 215.69 FEET TO THE SOUTHVEST CORNER OF SAID LOT 46: THENCE NOO'30'32"V FOR 05 FEET. MURE ON LESS. TO THE EAST KIGHT UF VAY LINE OF A PROPOSED GO FT. ROAD; THENCE NORTHVESTERLY ALONG SAID RIGHT OF VAY LINE FOR 225 FEET. MURE UK LESS. 10 INE SOUTH RIGHT OF VAY LINE OF AIR VAY (AIR PARK BLVD.); THENCE SASTERLY ALONG SAID SOUCH RIGHT OF VAY LINE FOR 179.53 FEET TO THE PCINT OF BEGINNING. RANGE 12 VEST. BAY COUNTY, FLORIDA: "THENCE NOO"34"51"V ALONG THE BEGINNING.

> Gary Souders ISSUING OFFICER President TITLE

11

ORIGINAL SHEET NO. 4.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

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COMMUNITIES SERVED LISTING

County <u>Name</u> Bay Development <u>Name</u> Sandy Creek

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Rate Schedule(s) Available

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Sheet No.

Gary L. Souders ISSUING OFFICER

President TITLE

ORIGINAL SHEET NO. 5.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> 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 <u>"CERTIFICATE"</u> 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 <u>"COMMUNITIES SERVED"</u> 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 <u>"COMPANY"</u> The shortened name for the full name of the utility which is <u>Fox-Run Util</u>ities, Inc.
- 6.0 <u>"CUSTOMER"</u> 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 <u>"CUSTOMER'S INSTALLATION"</u> 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 <u>"MAIN"</u> A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 <u>"RATE SCHEDULE"</u> 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 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Gary L. Souders ISSUING OFFICER

President____ TITLE

ORIGINAL SHEET NO. 5.1

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> 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 <u>"TERRITORY"</u> 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.

Gary L. Souders ISSUING OFFICER

President____ TITLE

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

Gary L. Souders ISSUING OFFICER

President TITLE

ORIGINAL SHEET NO. 6.1

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

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

Gary L. Souders ISSUING OFFICER

President TITLE

.

ORIGINAL SHEET NO. 7.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - 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 <u>POLICY DISPUTE</u> Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> 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 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> 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 <u>DELINQUENT BILLS</u> 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)

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 8.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 <u>CONTINUITY OF SERVICE</u> - 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 <u>LIMITATION OF USE</u> - 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 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> 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 <u>PROTECTION OF COMPANY'S PROPERTY</u> 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)

Gary L. Souders ISSUING OFFICER

President_____ TITLE

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> - 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.

Not withstanding 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 <u>ACCESS TO PREMISES</u> 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 <u>RIGHT-OF-WAY OR EASEMENTS</u> 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 <u>CUSTOMER BILLING</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

17.0 <u>TERMINATION OF SERVICE</u> - 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)

Gary L. Souders ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> 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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> 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 <u>METERS</u> 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 <u>ALL WATER THROUGH METER</u> 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 <u>ADJUSTMENT OF BILLS</u> 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 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> 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 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> 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.

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 11.0

Sheet Number

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 12.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For water service to all Customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -	Meter Sizes 5/8" x 3/4" 3/4" 1" 1 ¹ / ₂ " 2" 3" 4"	Base Facility Charge \$ 11.06 16.58 27.64 55.28 88.44 176.89 276.20				
Gallona	4" 6" ge Charge per 1,000	gallons	276.38 552.77 2.24			

MINIMUM CHARGE - Base Facility Charge

11.06

<u>TERMS OF PAYMENT</u> - 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.

<u>EFFECTIVE DATE</u> -<u>TYPE OF FILING</u> - Transfer

> Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 13.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For water service for all purposes in private residences and individually metered apartment units.

- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD Monthly

<u>RATE</u> -		Meter 5 x 3/4" 1" 1 ¹ / ₂ " 2" 3" 4" 6"		5		Base \$	Facility 11.06 16.58 27.64 55.28 88.44 176.89 276.38 552.77	Charge
Gal	lonage	Charge	per	1,000	gallon	s	2.24	

MINIMUM CHARGE - Base Facility Charge 10.81

<u>TERMS OF PAYMENT</u> - 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.

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EFFECTIVE DATE -

TYPE OF FILING - Transfer

Gary L. Souders ISSUING OFFICER

President TITLE

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

CUSTOMER DEPOSITS

<u>ESTABLISHMENT OF CREDIT</u> - 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:

	Residential	General Service
5/8" x 3/4"	40.00	40.00
1" 1 1/2"	······································	
Over 2"		

<u>ADDITIONAL DEPOSIT</u> - 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.

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

<u>Gary L.</u> Souders ISSUING OFFICER

ORIGINAL SHEET NO. 15.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

METER TEST DEPOSIT

<u>METER BENCH TEST REQUEST</u> - 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.

METER SIZE

FEE

5/8" x 3/4" 1" and 1 1/2" 2" and over \$20.00 \$25.00 Actual Cost

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Gary L. Souders

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

<u>NORMAL RECONNECTION</u> - 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.

<u>VIOLATION RECONNECTION</u> - 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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - 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.

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Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$
Normal Reconnection Fee	\$
Violation Reconnection Fee	\$15.00
Premises Visit Fee (in lieu of disconnection)	\$_10.00

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Gary L. Souders ISSUING OFFICER

President TITLE

ORIGINAL SHEET NO. 17.0

NAME OF COMPANY <u>Fox-Run Utili</u>ties, Inc. WATER TARIFF

1

SERVICE AVAILABILITY FEES AND CHARGES

Description	-	vice Availability Policy
<u>Description</u> <u>Back-Flow Preventor Installation Fee</u>	<u>Amount</u>	Sheet No./Rule No.
5/8" x 3/4"	\$	
1"	Գ Տ	
. 1 1/2"	5 \$	
2"	\$ \$	
Over 2"		Coot
Customer Connection (Tap-in) Charge	\$ ' Actual	lost
5/8" x 3/4" metered service	¢ 150	
1" metered service	\$ 150 \$ \$ \$	
1 1/2" metered service	ው ድ	
	ቅ	
2" metered service	n 1	
	🄊 Actual	Cost
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:	¢	
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:	•	
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	\$	
Inspection Fee	\$ ¹ Actual	Cost
Main Extension Charge	•	
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
or	•	
Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
Meter Installation Fee	•	
5/8" x 3/4"	\$ \$ \$	
1"	\$	
1 1/2"	\$	
2"		
Over 2"	\$ ¹ Actual	
Plan Review Charge	\$ 1 Actual	Cost
Plant Capacity Charge	• • • •	
Residential-per ERC (GPD)	\$ 300	
All others-per gallon	\$	
System Capacity Charge	•	
Residential-per ERC (GPD)	\$ \$	
All others-per gallon	\$	
¹ Actual Cost is equal to the total cost incurred for services rendered.		

EFFECTIVE DATE -TYPE OF FILING - Transfer

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Gary L. Souders ISSUING OFFICER President TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY <u>Fox-Run Uti</u>lities, Inc.

WATER TARIFF

INDEX OF STANDARD FORMS

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

<u>Gary L. Soud</u>ers ISSUING OFFICER

________ TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY Fox-Run Utilities, Inc.

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WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

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Gary L. Souders

President____ TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

:

:

APPLICATION FOR WATER SERVICE

	Fox-Run Utilities, Inc.
DATE	DEPOSIT\$
	SERVICE CHARGE \$
PROPERTY ADDRESS	TOTAL \$
NAME	INITIAL METER READING
MAILING ADDRESS	FINAL METER READING
PHONE	FINAL CHECK REFUND DATE
NUMBER IN HOUSEHOLD	CUSTOMER SIGNATURE
	RECEIVED BY

<u>Gary I. Souders</u> ISSUING OFFICER President TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY <u>Fox-Run Util</u>ities, Inc. WATER TARIFF Sample Application Form Telephone Number _____ Name Billing Address_____ State Zip Citv Service Address State Zip City Date service should begin_____ Water Wastewater Both Service requested:

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

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

Signature

Date

Gary L. Souders ISSUING OFFICER President TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY Fox-Run Utilities, Inc.

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WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

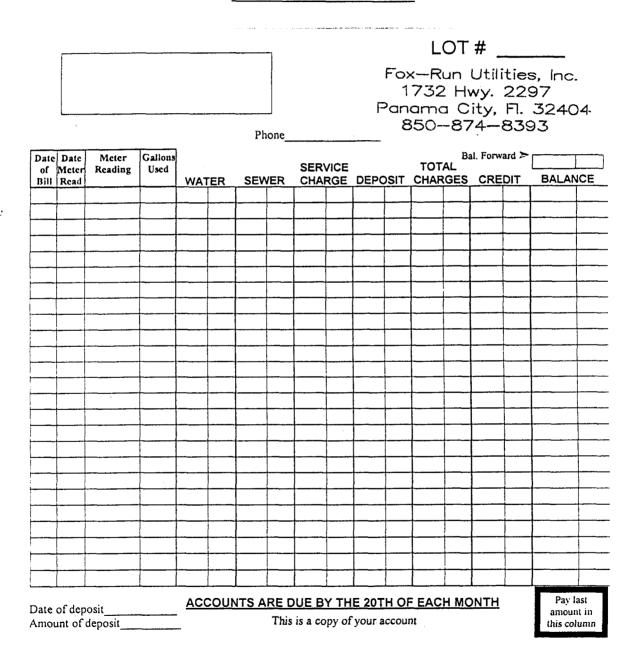
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Gary L. Souders ISSUING OFFICER

President____ TITLE

WATER TARIFF

COPY OF CUSTOMER'S BILL



Gary L. Souders ISSUING OFFICER

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Description

Sheet Number

Schedule of Fees and ChargesGo to Sheet No. 17.0Service Availability Policy24.0

Gary L. Souders ISSUING OFFICER

President TITLE

ORIGINAL SHEET NO. 24.0

Gary L. Souders ISSUING OFFICER

<u>President</u>

TITLE

NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

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The utility collects \$150.00 meter installation fee (service line already installed) and a \$300.00 plant capacity charge.

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WASTEWATER TARIFF

Fox-Run Utilities, Inc. NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

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WASTEWATER TARIFF

Fox-Run Utilities, Inc. NAME OF COMPANY

1732 Hwy. 2297

<u>Panama City, F</u>]. 32404

(ADDRESS OF COMPANY)

850-874-8393 emg. 850-763-3466 (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Gary L. Souders ISSUING OFFICER

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ORIGINAL SHEET NO. 2.0

NAME OF COMPANY _____ Fox-Run Utilities, Inc.

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WASTEWATER TARIFF

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Description of Territory Served	3.1-3.24
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Rules and Regulations	6.0-10.0
Service Availability Policy	16.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

Gary L. Souders ISSUING OFFICER

:

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

- 44

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 446-S

COUNTY - Bay

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

.

Order Number Date Issued

Docket Number

ς.

<u>Filing Type</u>

Transfer

(Continued to Sheet No. 3.1)

Gary L. Souders ISSUING OFFICER

WATER TARIFF.

DESCRIPTION OF TERRITORY SERVED

Township 04 South, Range 13 West, Bay County

Section 25

Commence at the N.H. corner of said Section 25-also the Point of Beginning: thence N 89 degrees 56 minutes E: 600.00 feet: thence S 01 degree 24 minutes E, 600.00 feet: thence N 89 degrees 56 minutes E, 1200.00 feet: thence S 01 degree 24 minutes E, 450.00 feet: thence N 89 degrees 56 minutes E. 900.71 feet; thence N Ol degree 24 minutes W, 450.00 feet; thence N B9 degrees 56 minutes E, 300.00 feet; thence N Ol degree 24 minutes W, 150.00 feet; thence N 69 degrees 56 minutes E. 270.00 feet; thence S Ol degree 24 minutes E. 110.10 feet; thence S 45 degrees E, 178.30 feet; thence N 45 degrees E, 85.00 feet; thence N 89 degrees 56 minutes E, 244.10 feet; thence N 01 degree 24 minutes N, 80.00 feet; thence N 89 degrees 56 minutes E, 100.00 feet; thence N Ol degree 24 minutes W, 219.48 feet; thence N 89 degrees 59 minutes 40 seconds E, 172.28 feet; thence S 13 degrees 56 minutes E. 1230.24 feet to the Northerly R/W line of Country Club Drive; thence N 89 degrees 56 minutes E along said R/W line 255.31 feet to the P.C. of a curve to the left, having a delta of 103 degrees 52 minutes 00 seconds, radius of 35.00 feet for an arc distance of 63.45 feet, to the P.T. of said curve; thence S 13 degrees 56 minutes E, 175.10 feet to, the P.C. of a curve to the left, having a delta of 176 degrees 08 minutes 00 seconds, radius of 35.00 feet, for an arc distance of 45.51 feet, to the P.T. of said curve and the Southerly R/W line of Country Club Drive; thence S 89 degrees 56 minutes W. along the said R/W line 272.59 feet: thence S 13 degrees 56 minutes E, 139.75 feet: thence S 89 degrees 56 minutes N, 300.00 feet; thence N 78 degrees 30 minutes N, 90.39 feet; thence S Ol degree 24 minutes E, 306.36 feet; thence S 89 degrees 56 minutes W, 300.00 feet; thence S 01 degree 24 minutes E, 600.00 feet; thence S 89 degrees 56 minutes W, 3000.00 feet: thence S Ol degree 24 minutes E, 1223.91 feet; thence N 89 decrees 49 minutes 28 seconds W. 600.06 feet to the West line of said Section 25; thence N Ol degree 24 minutes W along the said west line. 3921.37 feet to the Point of Beginning.

Gary	Soud	ers	
ISSUIN	G OFF	ICER	

Pre	si	de	nt

TITLE

WATER TARIFF (continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

LOTS 53 4 54, EAST BAY POINT UNRECORDED SUBDIVISION: CONGRENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH. RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 600.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID NORTH LINE FOR 300.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 300.00 FEET; THE POINT OF BEGINNING, LESS 30 FEET ON THE SOUTH SIDE FOR CARUSO ROAD. SIDE FOR CARUSO ROAD.

LOT: 55, 56 AND 57. EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25. TOWNSHIP 4 SOUTH. RANGE 13 WEST. BAY COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 FOR 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH. PARALLEL WITH SAID WEST LINE FOR FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE NORTH SIDE FOR CARUSO ROAD AND A 30 FT. RIGHT OF WAY ON THE EAST SIDE.

LOTS 100,101, 102, 107, 108 AND 109, EAST BAY POINT UNRECORDED SUBDIVISION:

CONDENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 VEST, BAY COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 FOR 900.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST FOR 600.00 FEET. FOR 450.00 FEET; THENCE VEST, PARALLEL WITH SAID WEST 600.00 FEET; THENCE WEST, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST 500 FEET; THENCE WEST, PARALLEL WITH SAID WEST 500 FEET; THENCE NORTH, PARALLEL WITH SAID WEST 500 FEET; THENCE WEST, PARALLEL WITH SAID WEST 500 FEET; THENCE WEST, PARALLEL WITH SAI

103. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY LOT EDITION. CARELORDED EAST EAST FORAT. ELING NORE FAILTEENE PESCRISED AS FOLLOVS: COMMENCE AT THE NU CORNER OF SECTION 25. TOUNSHIP 4 SOUTH. RANGE 13 VEST AND RUN NOS 56'E ALONG THE SECTION LINE 900 FEET TO THE F.O.E.: THENCE CONTINUE NOS 56'E. ISO FEET: THENCE SI'24'E. 300 FEET: THENCE SOS 56'V. ISO FEET: THENCE NI'24'V. 300 FEET TO THE F.O.E. CONTAINING LOB ACRES. LESS ROAD R/V SOUTH OF PROPERTY.

LOTS 104, 105, 106, 171, 172 & 173, EAST BAY POINT UNRECORDED SUBDIVISION:

SUBDIVISION: CORMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 1050.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID NORTH LINE FOR 900.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 900.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 300.00 FEET TO THE POINT OF DEGINNING, LESS 30 FEET ON THE SOUTH SIDE FOR CARUSO ROAD.

(Continued to Sheet No. 3.3)

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Gar <u>y</u> Souders
ISSUING OFFICER
President
TITLE

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WATER TARIFF (continued from Sheet No. 3.2)

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DESCRIPTION OF TERRITORY SERVED

LOTS 168, 169 AND 170, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 FOR 1500.00 FEET TO THE POINT OF DEGINNING; THENCE CONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 300,00 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 450.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE NORTH SIDE FOR CARUSO ROAD AND A 30 FT. RIGHT OF WAY ON THE WEST SIDE. LOT 325. UNRECORDED EAST BAY POINT. SEING MORE PARTICULARLY DESCRIPED AS FOLLOWS: THE SOUTH ISO FEET OF THE NORTH 3000 FEET OF THE EAST 300 FEET OF THE YEST 3000 FEET OF SECTION 25. TOYNSHIP 4 SOUTH, RANGE 13 YEST, DAY COUNTY, FLORIDA, SUBJECT TO ROAD RIGHT OF VAY ALONG THE VEST 30 FEET.

LOT 326, EAST DAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 3300.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 2700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE WORTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 30 FT. ROAD ON THE WEST SIDE.

LOTS 342, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 FOR 3300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST, PARALLEL WITH SAID NORTH LINE FOR 300.00 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LIME FOR 300.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 150.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE NORTH SIDE FOR CARUSO ROAD AND A 30 FT. RIGHT OF WAY ON THE WEST SIDE.

LOTS 343, 344, 345 AND 346, EAST BAY POINT UNRECORDED SUBDIVISION; SUBDIVISION; COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 3300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID NORTH LINE FOR 600.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 25 FOR 300.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 600.00 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE FOR 300.00 FEET TO THE POINT OF BEGINNING, LESS 30 FEET ON THE SOUTH SIDE FOR CARUSO ROAD.

(Continued to Sheet No. 3.4)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF

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(continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

LOT '302. UNRECORDED EAST BAY POINT. BEING MORE FARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SECTION 25. TOWNSHIP A SOUTH. RANGE 13 WEST. BAY COUNTY. FLORIDA: THENCE VEST ALONG THE NORTH LINE OF SAID SECTION 25 FOR 1050 FEET TO THE VESTERLY RIGHT.OF WAY LINE UF ETATE ROAD 197 (COUNTY ROAD 2297); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 50 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN O.R.B. 963. PAGE 746; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL FOR 220 FEET; THENCE SOUTH ALONG THE VEST LINE OF SAID PARCEL 226 FEET; THENCE ELET 100 FEET HORE OF LESS. TO THE FAST LINE OF LOT 346. SAID THENCE SOUTH AUGHT THE VEST DINE OF SAID PARCEL 220 FEET THENCE FAST 100 FEET, HORE OR LESS. TO THE EAST LINE OF LOT 346. SAID EAST WAY POINT (O.K.U. \$36, PAGE 1073), THENCE NORTH 276 FEET TH THE NORTH LINE OF SAID SECTION 25, THENCE FAST ALONG THE SAID NORTH LINE FUR DIO FEET. HORE OR LESS. TO THE POINT OF BEGINNING.

LOT 407. UNRECORDED EAST DAY POINT. BEING MORE PARTICULARLY

LOT 407. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIGN: THENCE SGD'SG'U ALONG THE NORTH LINE OF SAID SECTION 25. 1076.80 FT. TO THE UEST R/V LINE OF STATE ROAD NO. S-167: THENCE S12*5G'E ALONG SAID R/V LINE 3340.50 FT. TO THE P.G. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS 2342.01 FT. DELTA OF 4*11'18" FOR A CHORD DISTANCE, CF 171.17 FT. TO A FOINT OF BEGINNING: THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT. DELTA OF 3*46'03" FOR A CHORD DISTANCE OF 153.90 FT.: THENCE SG9*42'14"W. 310.75 FT. TO A FOINT CH A CURVE TO THE RIGHT (NORTHEASTERLY): THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 2633.44 FT. DELTA OF 3*18'22" FOR A CHORD DISTANCE OF 151.95 FT: THENCE NORTHERLY ALONG SAID THE P.O.B.. CONTAINING 1 ACRE MORE OR LESS.

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(Continued to Sheet No. 3.5)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.4)

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DESCRIPTION OF TERRITORY SERVED

UNRECORDER EAST BAY POINT, BEING MORE PARTICULARLY LOT 400.

LOT 400. UNRECORDEC EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIJW: THENCE 500°56'W ALONG THE NORTH LINE OF SAID SECTION 25. 1076.CO FT. TO THE WEST R/W LINE OF STATE ROAD NO. S-167: THENCE SI3°56'E ALONG SAID R/W LINE 3340.SO FT. TO THE F.C. OF A CURVE TO THE LEFT (SOUTHSASTERLY): THENCE CONTINUE ALONG SAID CURVE HAVING, A RADIUS 2342.01 FT., DELTA OF 0°31'00" FOR A CHORD DISTANCE OF POINT OF REGINNING: THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT., DELTA OF 4°11'10" FOR A CHORD DISTANCE OF 149.97 FT.: THENCE SE8°42'14"U, 304.39 FT. TO A FOINT ON A CURVE TO THE RIGHT (NORTHWESTERLY): THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT., DELTA OF 2'09'12" FOR CURVE HAVING A RADIUS OF 2342.01 FT. DELTA OF 2'09'12" FOR A CHORD DISTANCE OF 99.30 FT TO THE P.T. OF A CURVE TO THE RIGHT: THENCE N13'56'V. SO.70 FT.: THENCE N89"55'28"E. 300.19 FT. TO THE P.O.B.. CONTAINING 1 ACRE HORE OR LESS.

LOT 409. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13W: THENCE 509'56'U ALONG THE NORTH LINE OF SAID SECTION 25. 1976.00 FT. TO THE WEST R/V LINE OF STATE ROAD NO. S-167: THENCE 513'56'E ALONG SAID R/V LINE 3211.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAME BEARING AND SAID R/V LINE 123.80 FT. TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 2342.01 FT.. A DELTA OF O'31'08" FOR A CHORD OF 21.20 FT.; THENCE 589'55'28'V. 300.19 FT.; THENCE NI3'56'U. 150 FT.; THENCE N89'56'E. 300 FT. TO THE VEST F/V LINE OF 58 167 AND THE P.O.B. CONTAINING 1'ACSE MORE OR VEST RIV LINE OF SR 167 AND THE P.O.B., CONTAINING I ACRE MORE OR LISS.

LOT 410. UNRECORDED EAST BAY POINT. BEING HORE FARTICULARLY CESCRIPED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RI3V: THENCE COMMENCE AT THE ME CORNER OF SECTION 25. T45. RISV: THENCE 559:56'W ALONG THE NORTH LINE OF SAID SECTION 25. 1078.80 FT. TO THE VEST R/W LINE OF STATE ROAD NO. 5-157: THENCE 513:56'E ALONG SAID R/W LINE 3061.70 FT. TO THE POINT OF SEGINNING: THENCE CONTINUE ALONG SAME BEARING AND SAID R/W LINE 150 FT.; THENCE 509:56'W, 300 FT.; THENCE NI3:55'W, 150 FT.; THENCE NBS'\$6'E. 300 FT. TO THE WEST R/W LINE OF SR 167 AND THE P.O.S.. TONTAINING 1 ACRE MORE OF LESS.

411. UNRECORDED EAST BAY POINT, BEING NORE PARTICULARLY LOT DESCRIBED AS FOLLOUS: Commence, at the NE Corner of Section 25. T45. RIBV: Thence SOB'SG'W'ALONG THE NORTH LINE OF SAID SECTION 25. 1076.80 FT. TO THE YEST R/Y LINE OF STATE ROAD NO. S-167: THENCE 513'56'E ALONG SAID R/Y LINE 2911.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAME BEARING AND SAID R/W LINE 150 FT. THENCE S89'56'W. 300 FT.: THENCE N13'56'W. 150 FT.; THENCE N89'55'E. 300 FT. TO THE VEST R/W LINE OF SR 167 AND THE P.G.B.. CONTAINING 1 ACRE MORE OR LESS.

(Continued to Sheet No. 3.6)

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Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.5)

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DESCRIPTION OF TERRITORY SERVED

LOT 412 AND 413, EAST DAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE 5.89°56'00"W. FOR 1081.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE 5.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 2611.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE 5.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 300.00 FEET; THENCE 5.89°56'00"W. FOR 300.00 FEET; THENCE N.13°56'00"W. FOR 300.00 FEET; THENCE N.89°56'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LOT 414. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RI3W AND RUN SOG'SG'OO'W ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 1070.00 FT. TO THE WESTERLY R/W LINE OF SR # S-167: THENCE SI3'SG'OO'E ALONG SAID R/W LINE A DISTANCE OF 2461.70 FT. TO THE FOINT OF BEGINNING: THENCE CONTINUE S13'SG'OO'E. 150 FT. THENCE 509'SG'OO'W. 300 FT.: THENCE N13'SG'W. 150 FT.: THENCE N59'SG'OO'E. 300 FT. TO THE P.O.E. CONTAINING 1 ACRE MORE OR LESS.

LOT 415, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00"W. FOR 1081.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 2311.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 150.00 FEET; THENCE S.89°56'00"W. FOR 300.00 FEET; THENCE N.13°56'00"W. FOR 150.00 FEET; THENCE N.89°56'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LOT 416. UNRECORDED EAST BAY POINT. BEING MORE FARTICULARLY Described as follows: Commence at the NE Corner of Section 25. T42. RI3W and RUK

COMMENCE AT THE NE CORNER OF SECTION 25. T4I. RI3W AND, RUK 509'56'00"U ALONG THE SECTION LINE A DISTANCE OF 1078.80 FT. TO THE VESTERLY R/V LINE OF SR 1167: THENCE SI3'56'00"E ALONG SAID R/V LINE 2161.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE SI3'56'00"E. 150 FT.; THENCE S89'56'00"V. 300' FT.; THENCE N13'55'V. 150 FT.; THENCE N89'56'00"E. 300' FT. TO THE P.C.E. CONTAINING 1 ACRE MORE OF LESS.

LOT 417. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13W AND RUN S89'56'00'W ALONG THE SECTION LINE A DISTANCE OF 1076.80 FT. TO THE VESTERLY R/W LINE OF STATE ROAD 167: THENCE 513'56'00'E ALONG SAID R/W LINE 2011.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAME BEARING AND SAID R/W LINE. 150 FT.: THENCE S59'56'00'W. 300 FT.; THENCE N13'56'W, 150 FT.: THENCE S49'56'00'E, 300 FT.; TO THE P.O.B., CONTAINING 1 ACRE MORE OR LESS.

(Continued to Sheet No. 3.7)

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Gary Souders ISSUING OFFICER President TITLE

WATER TARIFF (continued from Sheet No. 3.6)

DESCRIPTION OF TERRITORY SERVED

LOT 418, EAST DAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE 5.89°56'00"W. FOR 1081.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENGE 5.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 1861.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE 5.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 150.00 FEET; THENCE 5.89°56'00"W. FOR 300.00 FEET; THENCE N.13°56'00"W. FOR 150.00 FEET; THENCE N.89°56'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LOT 419. UNRECORDED EAST DAY POINT. BEING MORE PARTICULARLY DESCRIDED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25, T45. RI3U AND RUN S09'56'00'U. 1070.00 FT. TO THE WEST R/W LINE OF SR 1167: THENCE S13'56'00'E ALONG SAID R/U LINE 1673.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID BEARING 167.84 FT.:THENCE 509'56'00'U. 300 FT.: THENCE N13'56'U. 107.04 FT.: THENCE N09'56'00'E. 300 FT. TO THE P.O.B.. CONTAINING 1.3 ACRE MORE OR LESS BEING A PART OF THE NE 1/4 OF SEC. 25. T45. R13U. BAY COUNTY. FLORIDA.

LOT 421. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T4S. RI3W: THENCE S09'56'V. 1076.00 FT. TO THE WEST R/V LINE OF SR 4167: THENCE S13'56'S ALONG SAID R/V LINE 1411.78 FT. TO THE POINT OF REGIMINES: THENCE CONTINUE ALONG SAID BEARING 159 FT.: THENCE S09'56'V. 300 FT.: THENCE N13'56'V. 159 FT.: THENCE N59'56'E. 300 FT. TO THE VEST R/V LINE OF SAID R/V SR 4167 AND THE P.O.S.: CONTAINING 1 ACRE MORE OR LESS. BEING A PART OF THE NE' 1/4 OF, SEC. 25. T4S. R13V. BAY COUNTY. FLORIDA.

LOT 422, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, NANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89*56'00"W. FOR 1001.54 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13*56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 1261.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.13*56'00"E. ALONG SAID RIGHT OF WAY LINE 'FOR 150.00 FEET; THENCE S.89*56'00"W. FOR 300.00 FEET; THENCE N.13*56'00"W. FOR 150.00 FEET; THENCE N.89*S6'00"E. FOR 300.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LOT 423. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13W: THENCE S09*56*W. 1078.80 FT. TO THE VEST R/W LINE OF SR #167: THENCE S13*56*E ALONG SAID R/W LINE 1111.78 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID BEARING 150 FT.: THENCE S09\56*W. 300 FT.: THENCE N13*56*W. 150 FT.: THENCE N89*56*E. 300 FT. TO THE VEST R/W LINE OF SAID R/W SR #167 AND THE P.O.B.: CONTAINING 1 ACRE HORE OR LESS. BEING A PART OF THE NE 1/4 OF SEC. 25. T45. R13W, BAY COUNTY. FLORIDA.

(Continued to Sheet No. 3.8)

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Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.7)

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DESCRIPTION OF TERRITORY SERVED

LOT 424. UNRECORDED EAST DAY POINT. BEING MORE PARTICULARLY LOT 424. UNRECORDED EAST DAY POINT. BEING MORE PARTICULARLY DESCRIVED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. TAS. RIDW; THENCE 509-56'W. 1070.00 FT. TO THE WEST R/W LINE OF SR %167: THENCE SI3-56'E ALONG SAID R/W LINE 961.75 FT. TO THE POINT OF DEGINNING: THENCE CONTINUE ALONG SAID BEARING 150 FT.; THENCE 509-56'W. 300 FT.; THENCE N13-56'W. 150 FT.; THENCE N09-56'E. 300 FT. TO THE WEST R/W LINE OF SAID R/W SR %167 AND THE P.O.B.; CONTAINING 1 ACRE MORE OR LESS, DEING A PART OF THE NE 1/4 OF. SEC. 25. T45. RIDW, DAY COUNTY, FLORIDA.

LOT 425. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRICED AS FOLLOWS: DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. TAS. R13W; THENCE S00*56'W. 1070.00 FT. TO THE WEST R/W LINE OF SR %167; THENCE S13*56'E ALONG SAID R/W LINE 011.70 FT. TO THE POINT OF REGIMNING: THENCE CONTINUE ALONG SAID BEARING 150 FT.: THENCE S09*56'W. 300 FT.; THENCE N13*56'W. 150 FT.; THENCE N09*56'E. 300 FT. TO THE WEST R/W LINE OF SAID R/W SR %167 AND THE P.O.B.; CONTAINING 1 ACRE MORE OR LESS. BEING A PART OF THE NE 1/4 OF SEC. 25. T4S. R13W. BAY COUNTY. FLORIDA.

LOT 425. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY COMMENCE AT THE NE CORNER OF SECTION 25. TAS. RIGHT THENCE SOB'SG'V. 1078.80 FT. TO THE WEST R/W LINE OF SR #167; THENCE S13'SG'E ALONG SAID R/W LINE 661.78 FT. TO THE FOINT OF BEGINNING; THENCE CONTINUE ALONG SAID BEARING 150 FT.; THENCE

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SE2-56'V. 300 FT.: THENCE NI3-56'V. 150 FT.: THENCE NE3-56'E. 300 FT. TO THE VEST R/V LINE OF SAID R/V SR K167 AND THE P.C.B.: A CONTAINING 1 ACRE MORE OR LESS. • • •

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LOT 427. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY

LOT 427. UNRECORDED EAST BAT FORM. SERVICE AND STREET ON THE NORTHEAST CORNER OF SECTION 25. TOWNSHIF A SOUTH. COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOWNSHIF A SOUTH. RANGE 13 YEST. AND RUN S09*56'V. 1070.30 FEET TO THE VESTERLY RIGHT OF VAY LINE OF STATE ROAD 167: THENCE S13*56'E ALONG SAID LINE 511.70 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE S13*56'E. 150 FEET; THENCE S09*56'V. 300 FEET: THENCE N13*56'V. TOO FEET. THENCE N03*56'E. 300 FEET TO THE POINT OF BEGINNING. 150 FEET: THENCE NOS'SG'S. 300 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.9)

Souders Garv ISSUING OFFICER President TITLE

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WATER TARIFF

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(continued from Sheet No. 3.8)

DESCRIPTION OF TERRITORY SERVED

LOT 420. UNRECORDED EAST BAY POINT. BEING MORE FARTICULARLY LOT 420. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIDED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIDW: THENCE 509°56'W. 1070.00 FT. TO THE WESTERLY R/W LINE OF S.R. 167; THENCE SI3°56'E ALONG SAID LINE 340.6 FT. TO THE POINT OF EEGINNING: THENCE CONTINUE SI3°56'E. 150 FT.; THENCE 509°56'W. 300 FT.; THENCE NI3°56'00"W, 151 FT. TO THE SOUTHERLY R/W LINE OF A 500 FT.; THENCE NI3°56'00"W, 151 FT. TO THE SOUTHERLY R/W LINE OF A 60 FT. ROAD: THENCE NO9"50"E ALONG SAID R/W LINE 300 FT. TO THE P.O.D. ; CONTAINING 1 ACRE MORE OR LESS.

LOT 429. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY LOT 429. UNRECORDED EAST BAY POINT. BEING HURE FAILTOCENTE. DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13W: THENCE 539°56°U 970.52 FT. TO THE EAST R/W LINE OF SR 1167 AND THE F.O.B.: THENCE S13°56°E ALONG SAID R/W LINE 150 FT.: THENCE N09°56°E. 300 FT.: THENCE N13°56°U. 150 FT.: THENCE 569°56°U 300 FT. TO THE EAST R/W LINE OF SR 1167 AND THE P.O.B.: CONTAINING 1 ACRE MORE OR LESS. BEING A PART OF THE NE 1/4 OF SEC. 25. T45. P130 BAY COUNTY FLORIDA. RIGW, BAY COUNTY, FLORIDA.

LOT 430. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T4S. R13W: THENCE S09'56'00"W. ALONG THE NORTH LINE DF SECTION 25. 970.00 FT. TO THE EAST R/W LINE OF STATE ROAD S-167: THENCE S13'56'00"E ALONG SAID R/W. 150 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13'56'00"E, 150 FT.; THENCE N09'56'00"E. 300 FT.; THENCE N13'56'00"W. 150 FT.; THENCE S09'56'00"U 300 FT. TO THE POINT DE BEGINNING: CONTINUE OF BEGINNING: CONTAINING 1 ACRE.

میں۔ استان LOT 431. UNRECORDED EAST BAY FOINT. BEING NORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T4S. RIGU: THENCE 500'56'00'V. ALONG THE NORTH LINE OF SECTION 25. 970.00 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE SIG'56'00'E ALONG SAID R/V. 300 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE SIG'56'00'V. 150 FT.; THENCE N09'56'00'E, 300 FT.; THENCE NIG'56'00'V. 150 FT.; THENCE S09'56'00'V 300 FT. TO THE POINT OF BEGINNING: CONTAINING 1 ACRE.

(Continued to Sheet No. 3.10)

Gary Souders ISSUING OFFICER
ISSUING OFFICER
President
TITLE

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WATER TARIFF (continued from Sheet No. 3.9)

DESCRIPTION OF TERRITORY SERVED

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LOT 432. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. R13W: THENCE S89*56'00"W. ALONG THE NORTH LINE OF SECTION 25. 970.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE S13*56'00"E ALONG SAID R/W. 450 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13*56'00"W, 150 FT.; THENCE N09*56'00"E, 300 FT.; THENCE N13*56'00"W, 150 FT.; THENCE S89*56'00"W, 300 FT.; THENCE OF DEGINNING; CONTAINING 1 ACRE.

LOT 433, UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, T4S, RI3V; THENCE SOP'SG'OO"V, ALONG THE NORTH LINE OF SECTION 25, 978.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE S13*56'OO"E ALONG SAID R/V, 600 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13*56'00"E. 150 FT.; THENCE N89*56'00"E. 300 FT.; THENCE N13*56'00"V. 150 FT.; THENCE S89*56'00"V 300 FT. TO THE POINT OF BEGINNING; CONTAINING 1 ACRE. MORE OR LESS.

LOT 434. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, T45, R13W; THENCE S09*56*00*W, ALONG THE NORTH LINE OF SECTION 25, 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE 512*56*00*E ALONG SAID R/W, 750 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE 513*56*00*E. 150 FT.; THENCE N89*56*00*E. 300 FT.; THENCE N13*56*00*W, 150 FT.; THENCE S09*56*00*W 300 FT. TO THE POINT OF BEGINNING; CONTAINING 1 ACRE, MORE OR LESS.

LOT 435, UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY Described as follows: Commence at the Northeast Corner of Section 25, T45, R134; THENCE

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SOB'SG'OO"U. ALONG THE NORTH LINE OF SECTION 25. 978.00 FT. TO THE EAST R/U LINE OF STATE ROAD S-167; THENCE S13'SG'OO"E ALONG SAID R/U, 900 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13'SG'OO"E. 150 FT.; THENCE N89'SG'OO"E. 300 FT.; THENCE N13'SG'OO"U. 150 FT.; THENCE S89'SG'OO"U '300 FT. TO THE POINT OF BEGINNING. CONTAINING 1 ACRE.

LOT 436, UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TAS. RI3V; THENCE S39'55'00"V, ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE S13'56'00"E ALONG SAID R/V, 1050 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13'56'00"V, 150 FT.; THENCE N89'56'00"E 300 FT.; THENCE N13'56'00"V, 150 FT.; THENCE S09'56'00"V 300 FT.; TO THE POINT OF BEGINNING, CONTAINING 1.03 ACRES MORE OR LESS.

(Continued to Sheet No. 3.11)

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NAME OF COMPANY ____ Fox-Run Utilities, Inc.

WATER TARIFF (continued from Sheet No. 3.10)

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DESCRIPTION OF TERRITORY SERVED

LOT 437, UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. R13V; THENCE S09°56°00°W. ALONG THE NORTH LINE OF SECTION 25. 976.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167: THENCE S13°56°00°E ALONG SAID R/W. 1200 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13°56°00°E. 150 FT.; THENCE N89°56°00°E. 300 FT.; THENCE N13°56°00°V. 150 FT.; THENCE S09°56°00°V 300 FT. TO THE POINT OF BEGINNING. CONTAINING 1.03 ACRES MORE OR LESS.

LOT 430. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T4S, R13W; THENCE S09°SG'OO"W. ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE S13°SG'OO"E ALONG SAID R/W, 1411.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13*56'00"E. 150 FT.; THENCE N89*56'00"E. 300 FT.; THENCE N13*56'00"V. 150 FT.; THENCE S89*56'00"V 300 FT. TO THE POINT OF BEGINNING. CONTAINING 1.03 ACRES MORE OR LESS.

LOT 439. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. T45. RI3W: THENCE

S69'56'00"V. ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167: THENCE S13'56'00"E ALONG SAID R/V. 1561.70 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S13'56'00"E. 150 FT.; THENCE N89'56'00"E. 300 FT.; THENCE N13'56'00"V. 150 FT.; THENCE S89'56'00"V 300 FT. TO THE POINT OF BEGINNING, CONTAINING 1 ACRE HORE OR LESS.

LOT 440. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, T4S, RI3W; THENCE SUB*56'00"W. ALDING THE NORTH LINE OF SECTION 25, 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167: THENCE SI3*56'00"E ALONG SAID R/W, 1711.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE SI3*56'00"E, ISO FT.; THENCE N89*56'00"W 300 FT.; THENCE NI3*56'00"W, ISO FT.; THENCE S89*56'00"W 300 FT. TO THE FOINT OF BEGINNING, CONTAINING 1 ACRE MORE OR LESS.

LOT 441. UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY LOT 441. UNRECORDED EAST BAT FORM. DELMG HELL DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TAS, R13V; THENCE S09°56'00°W, ALONG THE NORTH LINE OF SECTION 25. 978.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE S13°56'00°E ALONG SAID R/V, 1861.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13°56'00°E. 150 FT.; THENCE N89°56'00°E. 300 FT.; THENCE N13°56'00°W, 150 FT.; THENCE S09°56'00°W 300 FT. TO THE POINT OF BEGINNING, CONTAINING 1 ACRE MORE OR LESS.

(Continued to Sheet No. 3.12)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIEF (continued from Sheet No. 3.11)

DESCRIPTION OF TERRITORY SERVED

LOT 442. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY

LOT 442. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLT DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, T4S, R13V; THENCE S09'56'00'V. ALONG THE NORTH LINE OF SECTION 25. 978.00 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE 513'56'00'E ALONG SAID R/V. 2011.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13'56'00'E, 150 FT.; THENCE N89'56'00'E, 300 FT.; THENCE N13'56'00'V. 150 FT.; THENCE S09'56'00'V 300 FT. TO THE POINT OF BEGINNING. CONTAINING 1 ACRE MORE OR LESS. OF DEGINNING. CONTAINING 1 ACRE MORE OR LESS.

LOT 443. UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, T45, R13W; THENCE S09°56'00"W, ALONG THE NORTH LINE OF SECTION 25, 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167: THENCE S13°56'00"E ALONG SAID R/W, 2161.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13°56'00"E. 150 FT.; THENCE N69°56'00"E. 300 FT.; THENCE N13°56'00"W, 150 FT.; THENCE S69°56'00"W 300 FT. TO THE POINT DE DECINNING CONTAINING & ACEE HORE OF DESCRIPTION OF BEGINNING, CONTAINING 1 ACRE HORE OR LESS.

LOT 444, UNRECORDED EAST BAY POINT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TAS, R134; THENCE S09'56'00"V, ALONG THE NORTH LINE OF SECTION 25, 978.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE S13'56'00"E ALONG SAID R/W, 2311.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13"56"00"E. 150 FT.: THENCE N89"56"00"E. 300 FT.: THENCE N13"56"00"W, 150 FT.; THENCE S89"56"00"W 300 FT. TO THE POINT OF BEGINNING. CONTAINING 1 ACRE MORE OR LESS.

LOT 445, UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TAS. R134; THENCE S09'S6'00"4. ALONG THE NORTH LINE OF SECTION 25. 970.80 FT. TO THE EAST R/V LINE OF STATE ROAD S-167; THENCE S13'S6'00"E ALONG SALD R/V. 2461.70 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S13'S6'00"E, 150 FT.; THENCE N09'S6'00"E, 300 FT.; THENCE N13'S6'00"4. 150 FT.; THENCE S09'S6'00"E, 300 FT.; TO THE POINT N50'55'00"5. 150 FT.; THENCE S09'56'00"5.50'00"E, 300 FT.; THENCE N13'S6'00"4. 150 FT.; THENCE S09'56'00"4 S00 FT. TO THE POINT N50'55'00"5. 150 FT.; THENCE S09'56'00"5. 150 FT.; THENCE N50'55'00"5. 150 FT.; THENCE S09'56'00"5. 150 FT.; THENCE N50'55'00"5. 150 FT.; THENCE S09'56'00"5. 150 FT.] N50'55'00"5. 150 FT.; THENCE S09'56'00"5. 150 FT.] N50'55'00"5. 150 FT.; THENCE S09'56'00"5. 150 FT.] N50'55'00"5. 150 FT.] OF BEGINNING. CONTAINING 1 ACRE MORE OR LESS.

UNRECORDED EAST BAY POINT. BEING MORE PARTICULARLY 1.0T 446. DESCRIBED AS FOLLOWS:

COMMENCE AT THE NURTHEAST CORNER OF SECTION 25, T45, RI3W; THENCE S09*56'00"V, ALONG THE NORTH LINE OF SECTION 25, 978.80 FT. TO THE EAST R/W LINE OF STATE ROAD S-167; THENCE SI3*56'00"E ALONG SAID R/V, 2673.56 FT. TO THE SOUTH R/V LINE OF A 60 FT. STREET AND THE POINT OF BEGINNING; THENCE N89*56'00"E ALONG SAID R/V AND THE POINT OF BEGINNING: THENCE N89'56'00"E ALONG SAID R/V LINE DOO FT.; THENCE S13'56'00"E, 150 FT.; THENCE S89'56'00"V JOO FT. TO THE EAST R/V LINE OF S.R. #167; THENCE N13'56'00"V ALONG SAID RIV LINE 150 FT. TO THE FOINT

OF BEGINNING. CONTAINING 1 ACRE MORE OR LESS.

(Continued to Sheet No. 3.13)

Gary Souders ISSUING OFFICER President TITLE

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NAME OF COMPANY Fox-Run Utilities, Inc.

WATER TARIFF (continued from Sheet No. 3.12)

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DESCRIPTION OF TERRITORY SERVED

LOT 447, UNRECORDED EAST BAY POINT SUBDIVISION, DEING HORE

LOT 447, UNRECORDED EAST BAY POINT SUBDIVISION, OFING, HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIGV: THENCE S09*56'4 978.60 FEET TO THE EAST R/W LINE OF S.R. 1167: THENCE S13*56'E ALONG SAID R/W LINE 2623.56 FEET TO THE F.O.B. THENCE NO9*56'E DOD FEET; THENCE S13*56'E ISO FEET: THENCE S09*56'W DCC FEET TO THE EAST R/W LINE OF S.R. 1167: THENCE NI3*56'W ALONG SAID R/W LINE ISO FEET TO THE P.O.B.; CONTAINING I ACRE MORE OR LESS, BEING, PART OF THE SE 1/4 OF SECTION 25. T45. RIGW, BAY COUNTY. FLORIDA.

LOT 445. UNRECORDED EAST BAY POINT. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOWNSHIP & SOUTH. COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP & SOUTH. RANGE 13 WEST. DAY COUNTY, FLORIDA: THENCE S69'56'CO'V. 978.80 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD S-167: THENCE S13'56'E. ALONG SAID RIGHT OF WAY LINE 2973.56 FEET TO THE POINT OF BEGINNING: THENCE N69'56'00'E. 300 FEET: THENCE S13'56'E. 15C.19 FEET: THENCE N86'56'56'V. 3.5 FEET TO A POINT ON THE AFORESAID EAST LINE OF SECTION 25. TOUNSHIP 4 SOUTH. RANGE 13 VEST: THENCE S09'56'00'W. 296.55 FEET TO THE EAST RIGHT OF VAY LINE OF STATE ROAD \$167; THENCE N13'56'V, 150 FEET TO THE FOINT OF BEGINNING. BEING FART OF THE SOUTHEAST OWARTER OF SECTION 25. TOUNSHIP 4 SOUTH, RANGE 13 WEST AND SOUTHWEST QUARTER OF SECTION 30. TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA.

LOT 449. UNRECORDED EAST BAY POINT SUBDIVISION. EEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RI3U: THENCE 509'56'U 970.00 FEET TO THE EAST R/W LINE OF S.R. X167: THENCE 513'56'E ALONG SAID R/W LINE 3123.56 FEET TO THE P.O.B.. THENCE N09'56'E 296.55 FEET TO A POINT ON THE AFORE SAID EAST LINE OF SECTION 25; THENCE S06'56'50"U 36.52 FEET; THENCE SI3'56'E 151.05 FEET; THENCE S06'56'50"U 36.52 FEET TO A POINT ON THE AFORE SAID EAST LINE OF SECTION 25; THENCE S09'56'W 264.02 FEET TO THE EAST R/W LINE OF S.R. X167: THENCE N13'56'W 150 FEET TO THE F.O.B.: CONTAINING 1 ACRE MORE OR LESS, AND BEING PART OF THE SE 1/4 OF SECTION 30, T45. R12U, BAY COUNTY. FLORIDA.

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LOT 450. UNRECORDED EAST EAY POINT. BEING MORE PARTIEULARLY DESCRIBED AS FOLLOWS:

DESCRIBED AS FOLLOWS: DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP & SOUTH. RANGE 13 VEST. BAY COUNTY. FLORIDA: THENCE S89*56'U ALONG THE MORTH LINE OF SECTION 25. 978.80 FEET TO THE EAST RIGHT OF UAY LINE OF S.K. F167: THENCE S10*56'E ALONG SAID RIGHT OF UAY LINE 3273.56 FEET TO THE FOINT OF BEGINNING: THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE AND BEAKING 42.35 FEET TO THE P.C. OF A CURVE TO THIS LEFT (SOUTHEASTERLY): THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A DELTA OF 2*4C*07* TO THE LEFT. RADIUS OF 2242.01 FEET. FOR A CHORD OF 108.34 FEET; THENCE N09*56'E. 222.80 FEET TO A POINT ON THE EAST LINE OF SECTION 25: THENCE S86*56*56*E. 69.54 FEET: THENCE N13*56'W. 151.05 FEET: THENCE N06*56*56*U. 36.52 FEET TO THE AFORESAID EAST LINE OF VAY LINE OF S.K. \$167 AND THE FDINT OF BEGINNING. BEING PART OF THE SOUTHEAST OUARTER OF SECTION 25. TOUNSHIP 4 SOUTH. SANGE 13 VEZT. AND SOUTHWEST DUARTER OF SECTION 30. TOUNSHIP 4 SOUTH. SANGE 12 · S.K. AND SOUTHWEST QUARTER OF SECTION 30. TOWNSHIP 4 SOUTH. RANGE 12 VEST. BAY COUNTY. FLORIDA.

(Continued to Sheet No. 3.14)

Gary Souders ISSUING OFFICER President TITLE

WATER TARIFF (continued from Sheet No. 3.13)

DESCRIPTION OF TERRITORY SERVED

LOT 451, UNRECORDED EAST BAY POINT SUBDIVISION. DEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RI3U: THENCE SOB'SG'V ALONG THE NORTH LINE OF SECTION 25. 970.00 FEET TO THE EAST R/W LINE OF S.R. «107; THENCE SI3'SG'E ALONG SAID R/W LINE J315.01 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF 2*46'07". RADIUS 2242.01 FT. FOR AN ARC DISTANCE OF 100.34 FT TO THE P.C.E. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 3*55'39". RADIUS 2242.01 FT., FOR AN ARC DISTANCE OF 153.68 FT.: THENCE N09'5G'E 103.22 FT. TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'50"E 124.90 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHWESTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF A*40'32". RADIUS 1959.36 FT. FOR AN ARC OF 159.39 FT: THENCE SOG'5G'50"V 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'50"V 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'50"V 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'50"V 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'50"V 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'10 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'10 220.00 FEET TO THE EAST LINE OF SECTION 25; THENCE SOG'5G'10 220.00 FEET TO THE EAST LINE OF SECTION 30; THENCE SOG'5G'40 OF SECTION 25. TAS, RI3U AND SV 1/4 OF SECTION 30, T45. R124, BAY COUNTY, FLORIDA.

LOT 452, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00"V. FOR 978.52 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00"E. ALONG SAID RIGHT OF WAY LINE FOR 3315.88 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2242.01 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 273.92 FEET, SAID ARC HAVING A CHORD OF 273.75 FEET BEARING S.17°28'00"E. TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 162.97 FEET, SAID ARC HAVING A CHORD OF 162.93 FEET BEARING S.23°02'57"E.;' THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE N.89°56'00"E. FOR 336.99 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1942'OT FEET, FOR AN ARC NORTHEAST AND HAVING A RADIUS OF 1942'OT FEET, FOR AN ARC DISTANCE OF 166.10 FEET, SAID ARC HAVING A CHORD OF 168.05 FEET HEARING N.26'52'03"W.; THENCE S.09'56'00"W. FOR 324.03 FEED TO THE POINT OF BEGINNING.

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LOT 453. UNRECORDED EAST BAY POINT SUBDIVISION. PEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. TAE. RIDW: THENCE S09"56"W ALONG THE NORTH LINE OF SECTION 25. 978.80 FEET TO THE SG9*56'W ALONG THE NORTH LINE OF SECTION 25. 978.60 FEET TO THE EAST R/W LINE OF S.R. \$167: THENCE S13*56'E ALCNG SAID R/W LINE D315.91 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF 10*43'39". RADIUS 2242.01 FT. YFOR AN ARC DISTANCE OF 419.77 FT. TO THE P.O.E. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 4*09'SE". RADIUS 2242.01 FT., FOR AN ARC DISTANCE OF 163.02 FT.; THENCE N09*56'E 56.34 FT. TO THE EAST LINE OF SECTION 25: THENCE S66*56'S0*E 204.14 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHUESTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF S'09'14", RADIUS 1959.36 FT. FOR AN ARC OF 176.25 FT: THENCE N06*56'S0*U 195.71 FEET TO THE EAST LINE OF SECTION 25: THENCE S69*56'U 125.09 FEET TO THE EAST LINE OF SECTION 25: THENCE S09:56'U 126.09 FEET TO THE EAST LINE OF SECTION 23: THENE F.O.B.: CONTAINING 1.07 ACRES. MORE OR LESS. AND BEING PART OF THE SE 1/4 OF SECTION 25. T45. RI3U AND SU 1/4 OF SECTION 30. T45. R12V. SAY COUNTY, FLORIDA.

(Continued to Sheet No. 3.15)

Gary Souders

ISSUING	OFFICER
Presider	nt
TITLE	

WATER TARIFF

(continued from Sheet No. 3.14)

DESCRIPTION OF TERRITORY SERVED

LOT 454. UNRECORDED EAST BAY POINT SUBDIVISION. BEING MORE

LOT 454. UNRECORDED EAST BAY POINT SUBDIVISION. BEING MORE PARTICULARLY DESCRIBED AS FOLLOUS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. RIJV: THENCE S09'56'U ALONG THE NORTH LINE OF SECTION 25. 976.80 FEET TO THE EAST R/W LINE OF S.R. 1167; THENCE S13'56'E ALONG SAID R/W LINE DJ15.91 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY); THENCE ALONG SAID CURVE HAVING A DELTA OF 14'53'47". RADIUS 2242.01 FT. FOR AN ARC DISTANCE OF S02.79 FT. TO THE P.O.B.. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 4'23'13". RADIUS 2242.01 FT., FOR AN ARC DISTANCE OF 171.66 FT.; THENCE N06'5G'50"E J65.30 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHWESTERLY). THENCE ALONG SAID CURVE HAVING A DELTA OF 5'DI'56". RADIUS 1959.3G FT. FOR AN ARC DISTANCE OF 109.10 FT.; THENCE N00'5G'50"U. 204.14 FT. TO THE EAST LINE OF SECTION 25; THENCE S09'56'U S6.3A FEET TO THE P.O.B.; CONTAINING 1.07 ACRES. MORE OR LESS. AND BEING PART OF THE SE 1/4 OF SECTION 25. T45, RIJV AND SU 1/4 OF SECTION 30, T45, RIZU, BAY COUNTY. FLORIDA.

LOT 455, UNRECORDED EAST BAY POINT SUPPLYISION, BEING MORE COMMENCE AT THE NE CORNER OF SECTION 25. TAS. RIBY: THENCE SOG'SG'Y ALONG THE NORTH LINE OF SECTION 25. TAS. RIBY: THENCE SOG'SG'Y ALONG THE NORTH LINE OF SECTION 25. 975.00 FEET TO THE EAST R/Y LINE OF S.R. KIG7: THENCE SID'SG'E ALONG SAID R/Y LINE DOIS.91 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF 19'17'CO", RADIUS 2242.01 FT. FOR AN ARC DISTANCE OF 754.45 FT. TO THE P.O.B.. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF 4'45'11", RADIUS 2242.01 FT. FOR AN ARC DISTANCE OF 105.99 FT.; THENCE SOG'SG'SG'E 397.74 FT. TO A POINT ON A CURVE TO THE RIGHT (NORTHWESTERLY). THENCE ALONG SAID. CURVE HAVING A DELTA OF 6'19'12". RADIUS 1959.36 FT., FOR AN ARC OF 207.59 FT.; THENCE NGG'SG'SG'W, 365.38 FT. TO THE EAST R/Y LINE OF S.R. XIS7 AND THE F.O.B.: CONTAINING 1.07 ACRES, HORE OR LESS. AND BEING PART OF THE SE 1/4 OF SECTION 25. TAS, RIBY AND SY 1/4 OF SECTION 30. T45. R12Y, BAY COUNTY, FLORIDA. PARTICULARLY DESCRIBED AS FOLLOWS:

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LOT 456. UNRECORDED EAST BAY POINT SUEDIVISION. BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SECTION 25. T45. R13U. BAY COUNTY. FLORIDA: THENCE S09'56'W ALONG THE NORTH LINE OF SECTION 25. 970.00 FEET TO THE EAST R/W LINE OF S.R. 5-167; THENCE S13'56'E ALONG SAID'R/W 3315.91 FEET TO THE P.C. OF A CURVE TO THE LEFT (SOUTHEASTERLY): THENCE ALONG SAID CURVE HAVING A DELTA OF 24'02'01". HAVING A RADIUS OF 2242.01 FT. FOR AN ARC DISTANCE OF 940.AS FT. TO A POINT ON A CURVE AND THE F.O.S.. THENCE CONTINUE ALONG SAID CURVE HAVING A DELTA OF S'OT'30", HAVING SAID 2242.01 FT. RADIUS FDE AN ARC DISTANCE OF 5'07'50', HAVING SAID 2242.01

 FT. RADIUS FOR AN ARC DISTANCE OF 200.54 FT. TO POINT ON CURVE;

 THENCE S86*56*58*E
 425.12 FT.. THENCE N45*52*V
 221.0 FT.;

 THENCE N86*56*58*Y, 397.74 FT. TO A POINT ON CURVE AND F.O.S.;

 CONTAINING 1.37 ACRES. MORE OR LESS.

(Continued to Sheet No. 3.16)

Gary Souders	
ISSUING OFFICER	
President	_
TITLE	

WATER TARIFF (continued from Sheet No. 3.15)

DESCRIPTION OF TERRITORY SERVED

LOT 457, 458 AND 459, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP A SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00°W, FOR 978.52 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00°E. ALONG SAID RIGHT OF WAY LINE FOR D315.60 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2242.01 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 1207.03 FEET, SAID ARC HAVING A CHORD OF 1192.51 FEET BEARING S.29°23'23°E. TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 42.44 FEET, SAID ARC HAVING A CHORD OF 1202.51 FEET BEARING S.29°23'23°E. TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 42.44 FEET, SAID ARC HAVING A CHORD OF 42.43 FEET BEARING S.45°21'19°E. TO THE' P.T. OF SAID CURVE; THENCE S.45°52'00°E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 467.66 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE FOR 467.66 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE S.86°55'13°E. FOR 711.75 FEET; THENCE N.00°20'03°W. FOR 185.65 FEET; THENCE N.86°55'13°W. FOR 456.69 FEET; THENCE N.45°52'00°W. FOR 228.39 FEET; THENCE N.86°55'13°W. FOR 456.21 FEET TO THE POINT OF BEGINNING. FOR 456.21 FEET TO THE POINT OF BEGINNING.

LOTS 632 AND 645, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4050.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 2580.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, TARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET. SUBJECT TO A 30 FT. ROAD ON THE NORTH, WEST AND SOUTH SIDES.

LOTS 633 AND 644, EAST BAY POINT UNRECORDED SUBDIVISION: LOIS 633 AND 644, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA: THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4200.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 2580.00 FEET TO THE! POINT OF DEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 100 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET. SUBJECT TO A 30 FT. ROAD ON THE NORTH, EAST AND SOUTH SIDES.

LOTS 700 AND 711, EAST BAY POINT UNRECORDED SUBDIVISION: LOTS 700 AND 711, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4050.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID NORTH LINE FOR 100.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE FAST. PARALLEL WITH SAID NORTH LINE FOR FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET. SUBJECT TO A 30 FT. ROAD ON THE NORTH, WEST AND SOUTH SIDES.

(Continued to Sheet No. 3.17)

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Gary souders	
ISSUING OFFICER	
President	
TITLE	

WATER TARIFF (continued from Sheet No. 3.16)

DESCRIPTION OF TERRITORY SERVED

LOTS 701 AND 710, EAST DAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSKIP 4 SOUTH, RANGE 12 WEST, DAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4200.00 FERT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID MORTH FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID MORTH LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE SOUTH SIDES.

LOTS 766 AND 771, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4050.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3780.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET. SUBJECT TO A 30 FT. ROAD ON THE NORTH, WEST AND SOUTH SIDES.

LOTS 767 AND 770, EAST BAY POINT UNRECORDED SUBDIVISION: COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 FOR 4200.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 30 FOR 3780.00 FEET TO THE POINT OF DEGINNING; THENCE CONTINUE SOUTH, PARALLEL WITH SAID EAST LINE FOR 600.00 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE NORTH, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE FOR 150.00 FEET; SUBJECT TO A 30 FT. ROAD ON THE NORTH, EAST AND SOUTH SIDES.

(Continued to Sheet No. 3.18)

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Garv Souders
ISSUING OFFICER
President
TITLE

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WATER TARIFF (continued from Sheet No. 3.17)

DESCRIPTION OF TERRITORY SERVED

LOTS 1-9, APPALOOSA WAY COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, DAY COUNTY, FLORIDA; THENCE 5.89°56'00"W. FOR 978.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE 5.13°56'00"E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 2611.70 FEET TO THE NORTH RIGHT OF WAY LINE OF APPALOOSA WAY; THENCE 5.88°01'10"E. ALONG SAID NORTH RIGHT OF WAY LINE FOR 302.46 FEET TO THE POINT OF BEGINNING; THENCE 5.86°58'10"E. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1353.73 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE N.01°24'05"W. FOR 255.66 FEET; THENCE N.86°58'10"W. FOR 1243.56 FEET; THENCE S.89°56'00"W. FOR 166.27 FEET; THENCE S.13°56'00"E. FOR 259.21 FEET TO THE POINT OF BEGINNING.

LOTS 10-13. APPALOOSA WAY COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00"W. FOR 978.52 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00"E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 2673.56 FEET TO THE SOUTH RIGHT OF WAY LINE OF APPALOOSA WAY; THENCE S.87°57'40"E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR J02.95 FEET; THENCE S.86°58'10"E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 590.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.86°58'10"E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 600.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S.01°24'05"E. FOR 276.34 FEET; THENCE N.86°58'10"W. FOR 600.00 FEET; THENCE N.01°24'05"W. FOR 276.34 FEET TO THE POINT OF BEGINNING.

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LOTS 14-16, APPALOOSA WAY COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE S.89°56'00°W. FOR 978.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297; THENCE S.13°56'00°E. ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 2673.56 FEET TO THE SOUTH RIGHT OF WAY LINE OF APPALOOSA WAY; THENCE S.87°57'40°E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 302.95 FEET TO THE POINT OF BEGINNING; THENCE S.86°58'10°E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 530.22 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S.01°24'05°E. FOR 276.34 FEET; THENCE N.86°58'10°W. FOR 467.51 FEET; THENCE N.13°56'00°W. FOR 288.21 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.19)

<u>Gary Souders</u>	
ISSUING OFFICER	
President	
TITLE	

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WATER TARIFF

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(continued from Sheet No. 3.18)

DESCRIPTION OF TERRITORY SERVED

CREEK RUN BUILDING (1. BEING HORE PARTICULARLY DESCRIBED AS FOLLOVS

FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP 4 SOUTH, RANGE 13 VEST. BAY COUNTY, FLORIDA: THENCE SOB'SG'OO'' ALONG THE HORTH LINE OF SAID SECTION 25 FOR 1001.52 FEET TO THE VEST RIGHT OF VAY LINE OF SAID SECTION 25 FOR 1001.52 FEET TO THE VEST RIGHT SAID VEST RIGHT OF VAY LINE 1621 FEET, HORE OR LESS. TO THE CENTERLINE OF COUNTRY CLUB DRIVE: THENCE SOB'SG'V ALONG SAID CENTERLINE SJG.9 FEET TO THE CENTERLINE OF MALLARD DRIVE: THENCE NOTTHERLY ALONG SAID CENTER INE 121 FEET HORE OF LESS. TO THE CENTERLINE S3G.9 FEET TO THE CENTERLINE OF MALLAND DRIVE! THENCE NORTHERLY ALONG SAID CENTERLINE 1271 FEET. MORE OF LESS. TO THE SOUTH RIGHT OF WAY LINE OF CARUSO DRIVE! THENCE S09'59'40"W ALDNG SAID SOUTH RIGHT OF WAY LINE FOR 3G FEET TO THE WEST RIGHT OF WAY LINE OF MALLAND DRIVE! THENCE S01'24'E FOR 21:44 FEET TO THE NORTHEAST CORHER OF LOT 14. ELOCK D. OF SANDY CREEK RANCH AND COUNTRY CLUE PHASE I AS PER PLAT THEREOF RECORDED IN PLAT BOOM 14. PAGE 4 OF THE PUBLIC RECORDS OF DAY COUNTY, FLORIDA: THENCE 509'56'W. 100.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 14. AND THE POINT OF BEGINNING: THENCE NO9'56'E. 100.0 FEET TO 'THE WEST RIGHT OF WAY LINE OF MALLAND DRIVE: THENCE NO1'24'W ALONG SAID RIGHT OF WAY LINE. 170.00 FEET; THENCE S09'S5'W. 100.0 FERT TO THE WATER'S EDGE OF A MAN MADE LAKE: THENCE S01'24'E ALONG FAID WATERS SDEL 170. OF SET TO THE POINT OF BEGINNING. VATERS SUGE. 170.0 FEET TO THE POINT OF BEGINNING.

CREEK RUN BUILDING 12. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOWNSHIP 4 SOUTH. COMMENCE AT THE NORTHEAST CORNER OF SECTION 25. TOUNSHIP 4 SOUTH. RANGE 13 UEST. BAY COUNTY. FLORIDA; THENCE S89*56'OO"V ALONG THE NORTH LINE OF SAID SECTION 25 FOR 1061.52 FEET TO THE VEST RIGHT OF VAY LINE OF S.R. 167 (COUNTY ROAD 2297): THENCE S13*46'E ALONG SAID VEST RIGHT OF VAY LINE 1621 FEET. MORE OR LESS. TO THE CENTERLINE OF COUNTRY CLUB DRIVE: THENCE S92'56'V ALONG SAID CENTERLINE S36.3 FEET TO THE CENTERLINE OF MALLARD DRIVE: THENCE NORTHERLY ALONG SAID CENTERLINE 127: FEET. MORE OR LESS. TO THE CENTERLINE S26.9 FEET TO THE CENTERLINE OF MALLARD DRIVE: THENCE NORTHERLY ALONG SAID CENTERLINE 1271 FEET. MORE OR LESS. TO THE SOUTH RIGHT OF WAY LINE OF CARUSO ORIVE: THENCE S09'SP'AO'W. ALONG SAID SOUTH RIGHT OF WAY LINE 'FOR' 320 FEET. TO THE POINT OF BEGINNING: THENCE NO9'SG'E ALONG SAID RIGHT OF WAY. 170.GO FEET THENCE 301'24'E. 75.0 FEET. MORE OR LESS. TO THE VATERS EDGE OF A LAKE: THENCE VESTERLY ALONG SAID WATERS EDGE. TO A POINT BEARING S01'24'E FROM THE POINT OF BEGINNING: THENCE NO1'24'V. 116.0 FEET. MORE OR LESS. TO THE POINT OF BEGINNING.

HORE OR LESS. TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297: THENCE SAS 47'ST"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 1073 FEET. MORE OR LESS. TO THE POINT OF BEGINNING.

FOLLOWSI

STABLES AND UTILITIES: COMMENCE AT THE SOUTHEAST CORBER OF SECTION 30. TOUNSHIF 4 SOUTH. RANGE 12 YEST. BAY COUNTY. FLORIDA: THENCE NOS'20'20" ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 3033.33 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2297: THENCE NAS'47'57"Y ALONG SAID EASTERLY RIGHT OF VAY LINE FOR 135.55 FEET TG THE POINT OF BEGINNING; THENCE NY2'53'51"E FOR 90.69 FEET: THENCE NOS'10'02"V FOR 596.95 FEET: THENCE N36'17'50"V FOR 113.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF AIR WAY (AIR PARK BLVD.): THENCE VESTERLY ALONG SAID SOUTH RIGHT FO WAY LINE FOR 646 FEET. HORE OR LESS. TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD

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<u>Gary Souders</u>
ISSUING OFFICER
President
TITLE

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(Continued to Sheet No. 3.20)

STABLES AND UTILITIES:

WATER TARIFF (continued from Sheet No. 3.19)

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DESCRIPTION OF TERRITORY SERVED

Commence at the Northwest corner of Section 30, Township 4 South, Range 12 West of Bay County, Florida; thence 501* 24'05"E, 2295.38 feet; thence 586" 58'10"E, 1303.56 feet to the Point of Beginning; thence 501* 24'04"E, 225.66 feet to the North R/W of Appaloosa Way; thence 586" 58'10"Z along said R/W, 150.0 feet; thence NO1*24'05"E, 35.34 feet to the Point of Beginning.

Commence at the Northwest corner of Section 30, Township 4 South, Range 12 West of Bay County, Florida; thence S01* 24'05"E, 2295.30 feet; thence S06*50'10"E, 1303.56 feet to the Point of Beginning; thence S01*24'05"E, 255.66 feet to the North R/W of Appaloosa Way; thence S06*58'10"E along said R/W, 150.0 feet; thence N01*24'05"W, 291.0 feet; thence N86* 58'10"W, 150.0 feet; thence S01*24'05"E, 35.34 feet to the Point of Beginning. Containing 1.00 Acres more or lass.

PARCEL V

Commence at the Southeast corner of Section 30, Township 4 South, Range 12 West; thence NO0°34'51"W, 656.94 feet; thence N66°38'32"W, 3946.86 feet to the Point of Beginning; thence continue N86°38'32"W,123.65 feet; thence N05°10'02"W, 31.0 feet; thence S86°38'32"E, 123.65 feet; thence S05°10'02"E, 31.0 feet to the Point of Beginning.

PARCEL VI

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Commence at the Southeast corner of Section 30, Township, 4 South, Range 12 West; thence N00°34'51"W, 656.94 feet; thence N86'38'32"W, 3946.86 feet to the Point of Beginning; thence S05'10'02"E, 297.60 feet; thence N86'38'32"W, 123.65 feet; thence N05'10'02"W, 297.60 feet; thence S86'38'32"E, 123.65 feet to the Point of Beginning.

PARCEL VII

Commencing at the Southeast corner, Section 30, Township 4 South, Range 12 West; thence N00°34'51"W, 656.94 feet; thence N86°38'32"W, 3946.86 feet; thence S05°10'02"E, 297.60 feet; thence N86°38'32"W, 91.20 feet to the Point of Beginning; thence S45°51'42"E, 5.43 feet; thence S44°08'18"W, 200.0 feet to the Northerly R/W of State Road 167; thence N45°51'42"W along said R/W 300.0 feet; thence N44°08'18"E, 200.0 feet; thence S45°51'42"E, 245.36 feet; thence S05°10'02"E, 32.51 'feet; thence S86°38'32"E, 32.45 feet to the Point of Beginning.

(Continued to Sheet No. 3.21)

<u>Gary Souders</u> ISSUING OFFICER President TITLE

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WATER TARIFF

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(continued from Sheet No. 3.20)

DESCRIPTION OF TERRITORY SERVED

LOTS 1 THRU 25, SANDY CREEK AIR PARK: CORMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE S.09°14'14°E. FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTWENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT REGORDED IN PLAT DOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00°34'51°W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00°34'51°W. ALONG SAID EAST LINE FOR 950.10 FEET TO THE NORTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (AIR WAY) AND THE POINT OF BEGINNING; THENCE N.86°53'37°W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 3750.00 FEET; THENCE 'N.00°34'51°W. FOR 228.00 FEET; THENCE S.86°53'37°E. 3750.00 FEET; THENCE S.00°34'51°E. FOR 228.00 FEET TO THE POINT OF BEGINNING. S.00'34'51"E. FOR 228.00 FEET TO THE POINT OF BEGINNING.

LOTS 26-A, 26, 27, 28, 29, 30, 31, 32 AND 33, SANDY CREEK AIR PARK:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE S.89°14'14"E. FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAMDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00°34'51"W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00°34'51"W. ALONG SAID EAST LINE FOR 656.94. FEET TO THE POINT OF DEGINNING; THENCE CONTINUE N.00°34'51"W. ' ALONG SAID EAST LINE FOR 233.16 FEET TO THE SOUTH RIGHT OF WAY LINE OF AIR PARK DOULEVARD (AIR WAY); THENCE N.86°53'37"W. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1230.00 FEET; THENCE 5.00°34'51"E. FOR 227.33 FEET; THENCE S.86°38'32"E. ALONG THE NORTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP FOR 1230.00 FEET TO THE POINT OF BEGINNING. TO THE POINT OF BEGINNING.

LOTS 34. 35, 36, 37, 38, 39, 40, 40-A AND 41, SANDY CREEK AIR PARK:

PARK: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH. RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE S.89°14'14"E. FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00°34'51"W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK: 14 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 30 AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00°34'51"W. ALONG SAID EAST LINE FOR 656.94 FEET; THENCE N.86°38'32"W. ALONG THE NORTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP. FOR 1290.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.86°38'32"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1340.00 FEET; THENCE N.00°34'51"W. FOR 220.76 FEET TO THE SOUTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (AIR WAY); THENCE S.86°53'37"E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1340.00 FEET; THENCE S.00°34'51"E. FOR 227.05 FEET TO THE POINT OF BEGINNING. BEGINNING.

(Continued to Sheet No. 3.22)

Gary Souders ISSUING OFFICER President TITLE

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WATER TARIFF (continued from Sheet No. 3.21)

DESCRIPTION OF TERRITORY SERVED

LOTS 42 THRU 48, SANDY CREEK AIR PARK: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER); BAY COUNTY, FLORIDA; THENCE S.89'14'14"E. FOR 24.40 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00'34'51"W. ALONG SAID EAST LINE FOR 141.06 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION JO AS SHOWN ON PLAT OF SAID SANDY CREEK AIR PARK; THENCE CONTINUE N.00'34'51"W. ALONG THE NORTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP FOR 2690.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.86'38'32"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1050.00 FEET; THENCE N.00'34'51"W. FOR 215.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (AIR WAY); THENCE S.86'53'37"E. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1050.00 FEET; THENCE S.00'34'51"E. FOR 220.49 FEET TO THE POINT OF BEGINNING.. BEGINNING ..

LOTS 51 THRU 58, SANDY CREEK AIR PARK PHASE TWO: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE N.85°22'50°W. ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 603.51 FEET; THENCE N.03°21'28°E. FOR 555.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIP; THENCE N.86°38'32°W. ALONG SAID RIGHT OF WAY LINE FOR 2010.00 FEET TO THE WEST RIGHT OF WAY LINE OF TAXIWAY NO. 1 AND THE POINT OF BEGINNING; THENCE CONTINUE N.86°38'32°W. FOR 1445.00 FEET; THENCE S.03°21'28°W. FOR 272.69 FEET TO THE NORTH RIGHT OF WAY LINE OF PARK WAY; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE WHICH IS A CURVE CONCAVE TO THE NORTHERST AND HAVING A RADIUS OF 170.00 FEET FOR AN ARC DISTANCE OF 112.90 FEET, SAID ARC HAVING A CHORD OF 110.83 FEET BEARING S.67'37'02°E. TO THE P.T. OF SAID CURVE; THENCE S.86'38'32°E. ALONG SAID NORTH RIGHT OF WAY LINE FOR 1015.22 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE; THENCE ISTANCE OF 39.27 FEET, SAID ARC HAVING A CHORD OF 35.36 FEET BEARING N.48°21'28°E. TO THE P.T. OF SAID CURVE; THENCE H.03°21'20°E. FOR 183.80 FEET TO THE POINT OF BEGINNING.

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> LOTS 59 THRU 68, SANDY CREEK AIR PARK PHASE TWO: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE N.85°22'50°W. ALONG THE SOUTH LINE OF SAID SECTION 30'FOR 603.51 FEET; THENCE N.03°21'28°E. FOR 555.37 FEET TO THE SOUTH RIGHT OF WAY LIME OF A 200 FT. AIR STRIP; THENCE N.86°38'32°U. ALONG SAID RIGHT OF WAY LINE FOR 600.00 FEET TO THE WEST RIGHT OF WAY LINE OF TAXIWAY NO. 2 AND THE POINT OF BEGINNING; THENCE CONTINUE N.86°38'32°U. FOR 1350.00 FEET TO THE EAST RIGHT OF WAY LINE OF TAXIWAY NO. 1; THENCE 5.03°21'28°W. ALONG SAID EAST RIGHT OF WAY LINE FOR 183.80 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARC HAVING A CHORD OF 35.3G FEET BEARING S.41°38'32°E. TO THE P.C. OF A CURVE; THENCE S.86°38'32°E. FOR 1300.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCYE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF THENCVE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARC MAVING A CHORD OF 35.36 FEET BEARING N.48°21'28"E. TO THE P.T. OF SAID CURVE; THENCE N.03°21'28"E. FOR 183.80 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.23)

Gary Souders

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ISSUING OFFICER President TITLE

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WATER TARIFF

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(continued from Sheet No. 3.22)

DESCRIPTION OF TERRITORY SERVED

LOTS 69, 70, 71 AND 72, SANDY CREEK AIR PARK PHASE TWO: COMMENCE AT THE SOUTHEAST CORNER OF SECTION JO, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE N.85°22'50°W. ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 603.51 FEET; THENCE N.03°21'28°E. FOR 371.98 FEET TO THE POINT OF DEGINNING; THENCE CONTINUE N.03°21'28°E. FOR 208.80 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 200 FT. AIR STRIF; THENCE N.86°30'32°W. ALONG SAID RIGHT OF WAY LINE FOR \$40.00 FEET TO THE EAST RIGHT OF WAY LINE OF TAXIWAY NO. 2; THENCE S.03°21'28°W. ALONG SAID EAST RIGHT OF WAY LINE FOR 183.80 FEET TO THE P.G., OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET, SAID ARG HAVING A CHORD OF 35.36 FEET BEARING S.41°36'32°E. TO THE P.T. OF SAID GURVE; THENCE S.86°38'32°E. FUR \$15.00 FEET TO THE POINT OF BEGINNING.

LOTS 77 THRU 100, SANDY CREEK AIR PARK PHASE TWO: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST (RESTORED CORNER), BAY COUNTY, FLORIDA; THENCE N.35*22*50*W. ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 603.51 FEET TO THE POINT OF BEGINNING; THENCE S.03*21*28*W. FOR 25.41 FEET; THENCE N.85*05*16*W. FOR 3269.03 FEET; THENCE N.06*55*47*W. FOR 134.57 FEET; THENCE N.05*10*02*W. FOR 69.20 FEET; THENCE N.48*17*38*E. FOR 126.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARK WAY, WHICH IS A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 162.38 FEET, SAID ARC HAVING A CHORD OF 159.03 FEET BEARING S.28*04*06*E. TO THE P.T. OF SAID CURVE; THENCE S.86*38*32*E. ALONG SAID RIGHT OF WAY LINE FGR 2533.89 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG ILAVING A CHORD OF 159.03 FEET BEARING S.28*04*06*E. TO THE P.T. OF SAID CURVE; THENCE S.86*38*32*E. ALONG SAID RIGHT OF WAY LINE FGR 2533.89 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG ILAVING A CHORD OF 25.82 FEET-BEARING S.55*33'05*E. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 54.26 FEET, SAID ARC HAVING A CHORD OF 51.64 FEET BEARING S.55*33'05*E. TO THE P.T. OF SAID CURVE; THENCE S.86*38'32*E. FOR 50.00 FEET; THENCE S.03*21*28*W. FOR 246.57 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.24)

Gary Souders ISSUING OFFICER President TITLE

WATER TARIFF (continued from Sheet No. 3.23)

DESCRIPTION OF TERRITORY SERVED

EXPERIMENTAL AIRCRAFT ASSOC. PARCEL. BEING MORE PARTICULARLY Described as follows:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30. TOWNSHIP & EDUTH. RANGE 12 VEST, SAY COUNTY, FLORIDA: THENCE NOO'SA'SI'V ALONG THE EAST LINE OF SAID SECTION 30. 850.10 FEET TO THE NORTH R/W OF AIR PARK BLVD: THENCE N86'S3'37'V. 3800.00 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 272.15 FEET. A DELTA ANGLE OF SA'29'S2". CONTINUE ALONG. SAID CURVE. 163.36 FEET TO THE P.T.: THENCE 350'36'31'V. 102.47 FEET TO THE POINT OF BEGINNING: THENCE N47'16'14'V. 40.53 FEET: THENCE N13'27'10'E. 152.21 FEET: THENCE SOC'15'19'E. ALONG R/W. 250.0 FEET NORE OF ARENA WAY: THENCE SOC'15'19'E. ALONG R/W. 250.0 FEET NORE OR LESS TO THE NORTH R/W OF WHITLEY FARM ROAD; THENCE NORTHEASTERLY ALONG SAID R/W A CHORD BEARING OF N67'00'S; "E FOR A CHORD DISTANCE OF 73.07 FEET TO THE P.C. OF A CURVE: THENCE N58'36'31''E ALONG SAID R/W. 69.36 SEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 0.607 ACRES. MORE OF LESS.

AERGCENTER, BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP A SOUTH. RANGE 12 VEST. BAY COUNTY, FLORIDA: "THENCE NOO"34'SI"V ALONG THE EAST LINE OF SAID SECTION 30 FOR \$00.10 FEET TO THE SOUTH RIGHT OF VAY LINE OF AIR VAY (AIR PARK BLVD.): THENCE NGG'S3'37"V ALONG SAID SOUTH RIGHT OF VAY LINE FOR 3740 FEET TO THE NORTHVEST CORNER OF LOT 40. SANDY CREEK AIR PARK. AS PER PLAT RECORDED IN PLAT BOOK 14. PAGE 11 OF THE PUBLIC RECORDS OF BAY COUNTY. FLORIDA: THENCE SOO'34'SI"E ALONG THE WEST LINE OF SAID LOT 46 FOR 215.69 FEET TO THE SOUTHVEST CORNER OF SAID LOT 46: THENCE NOG'30'32"V FOR 05 FEET. HURE OR LESS. TO THE EAST RIGHT UF VAY LINE OF A PROPOSED GO FT. ROAD; THENCE NORTHVESTERLY ALONG SAID RIGHT OF VAY LINE FOR 225 FEET. MUKE UK LESS. IV INE SOUTH RIGHT OF VAY LINE OF AAR (AIR PARK BLVD.); THENCE EASTERLY ALONG SAID SOUTH RIGHT OF VAY LINE FOR 179.53 FEET TO THE PCINT OF BEGINNING.

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Gary Souders ISSUING OFFICER President TITLE

ORIGINAL SHEET NO. 4.0

NAME OF COMPANY Fox-Run Utilities, Inc.

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WASTEWATER TARIFF

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COMMUNITIES SERVED LISTING

County <u>Name</u> Development __Name___ Rate Schedule(s) <u>Available</u>

Sheet No.

Bay

Sandy Creek

Gary L. Souders ISSUING OFFICER

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ORIGINAL SHEET NO. 5.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 5.1

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> 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 <u>"TERRITORY"</u> 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.

Gary L. Souders **ISSUING OFFICER** President

TITLE

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NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

Gary L. souders ISSUING OFFICER

ORIGINAL SHEET NO. 6.1

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

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(Continued from Sheet No. 6.0)

	Sheet <u>Number</u> :	Rule <u>Number</u> :
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Gary L. Souders ISSUING OFFICER

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WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

- 2.0 <u>POLICY DISPUTE</u> Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> 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 <u>APPLICATIONS BY AGENTS</u> Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

Gary L. Souders ISSUING OFFICER

President TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

- 10.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

Gary L. Souders ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 <u>ACCESS TO PREMISES</u> 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 <u>PROTECTION OF COMPANY'S PROPERTY</u> 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 <u>RIGHT-OF-WAY OR EASEMENTS</u> The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 <u>CUSTOMER BILLING</u> Bills for wastewater service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 10.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 <u>TERMINATION OF SERVICE</u> 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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> 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 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 <u>FILING OF CONTRACTS</u> 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 <u>EVIDENCE OF CONSUMPTION</u> 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.

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 11.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

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INDEX OF RATES AND CHARGES SCHEDULES

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ORIGINAL SHEET NO. 12.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

<u>AVAILABILITY</u> - Available throughout the area served by the Company.

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

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -	Meter Size 5/8" x 3/4" 3/4" 1" 1 ¹ / ₂ " 2" 3" 4" 6"	Base Facility Charge \$ 24.70 37.05 61.75 123.49 197.58 395.17 617.45 1,234.90
	Gallonage Charge per 1,0	3.75

MINIMUM CHARGE -

24.70

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 13.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

<u>AVAILABILITY</u> - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service for all purposes in private residences and individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Meter Sizes	Base Facility Charge
5/8" x 3/4"	\$ 24.70
3/4"	37.05
1"	61.75
1 ¹ / ₂ "	123.49
2"	197.58
3"	395.17
4"	617.45
6"	1,234.90
Gallonage Charge per 1,000 gallons	3.13

MINIMUM CHARGE - Base Facility Charge 24.70

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY <u>Fox-Run Uti</u>lities, Inc.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

,	<u>Residential</u>	General Service
5/8" x 3/4"	60.00	60.00
1" 1 1/2"		
Over 2"		

<u>ADDITIONAL DEPOSIT</u> - 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.

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Gary L. Souders ISSUING OFFICER

President TITLE

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

<u>NORMAL RECONNECTION</u> - 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.

<u>VIOLATION RECONNECTION</u> - 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 delinguency in bill payment.

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$_15.00
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ Actual Cost (1)
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

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

EFFECTIVE DATE

TYPE OF FILING - Transfer

Gary L. Souders ISSUING OFFICER

ORIGINAL SHEET NO. 16.0

NAME OF COMPANY Fox-Run Utilities, Inc. WASTEWATER TARIFF

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SERVICE AVAILABILITY FEES AND CHARGES

DESCRIPTION	REFER TO SERVICE AVAILABILITY POLICYAMOUNTSHEET NO./RULE NO.
Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service 1" metered service 1 1/2" metered service 2" metered service Over 2" metered service	\$ \$ \$ \$ ¹ Actual Cost
Guaranteed Revenue Charge With Prepayment of Service Availability Charges: Residential-per ERC/month ()GPD All others-per gallon/month Without Prepayment of Service Availability Charges: Residential-per ERC/month ()GPD All others-per gallon/month	\$ \$ \$
Inspection Fee	\$ ¹ Actual Cost
Main Extension Charge Residential-per ERC (GPD) All others-per gallon or Residential-per lot (foot frontage) All others-per front foot	\$ 450.00 \$ \$ \$
Plan Review Charge	\$'Actual Cost
Plant Capacity Charge Residential-per ERC (GPD) All others-per gallon	\$ 250.00 \$
System Capacity Charge Residential-per ERC (GPD) All others-per gallon Other (To connect a customer to PEP System) ¹ Actual Cost is equal to the total cost incurred for services rendered.	<pre>\$ (Customer installs & \$ \$300.00 maintains equipment)</pre>
<u>EFFECTIVE DATE</u> - <u>TYPE OF FILING</u> - Transfer	

Gary L. Souders ISSUING OFFICER

WASTEWATER TARIFF

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Gary L. Souders ISSUING OFFICER

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ORIGINAL SHEET NO. 18.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Gary L. Souders ISSUING OFFICER

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ORIGINAL SHEET NO. 19.0

NAME OF COMPANY Fox-Run Utilities, Inc.

WASTEWATER TARIFF

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APPLICATION FOR WASTEWATER SERVICE

Date	Deposit
Deposity Address	Service Charge
Property Address	
	Total
Name	Initial Meter Reading
Mailing Address	Final Meter Reading
Phone	Final Check Refund Date

Customer	Signature
Received	by

Gary L. Souders ISSUING OFFICER

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NAME OF COMPANY ____Fox-Run Utilities, Inc.

WASTEWATER TARIFF

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COPY OF CUSTOMER'S BILL

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Gary L. Souders

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NAME OF COMPANY Fox-Run Utilities, Inc.

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WASTEWATER TARIFF

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<u>Gary L. Soud</u>ers ISSUING OFFICER

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WASTEWATER TARIFF

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SERVICE AVAILABILITY POLICY

The utility collects a \$250 plant capacity charge and a \$450 main extension charge. The utility also charges \$300 to connect a customer to the wastewater pretreatment effuent pumping (PEP) system.

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Gary L. Souders ISSUING OFFICER

:

President_____ TITLE

(981992-WS

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Pursuant to Section 367.071, Florida Statutes) DEPOSIT DATE

DO52 DEC 3 0 1998

TO: Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of the majority organizational control of <u>Sandy Creek Utilities. Inc.</u>

______ utility operating under Water Certificate No. <u>514-w</u> and/or Wastewater Certificate No. <u>446-S</u> located in <u>βay</u> County, Florida, and submits the following

information:

PART I APPLICANT INFORMATION

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

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		. 98	Name of utility		
	ை ப	54 PH	24 850 874-8393 22 Phone No.	(850) 874-8395	
		54	Phone No.	Fax No.	
		ŝ	₩ <u>1732</u> Hwy. 2297		
	RECEIVED	53	-Office street address		
	<u>لت </u>	0EC	Panama City, Fl.	32404	
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STATE OF FLORIDA

Commissioners: Julia L. Johnson, Chairman J. Terry Deason Susan F. Clark Joe Garcia E. Leon Jacobs, Jr.



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

Public Service Commission

December 30, 1998

Gary Sounders, President Sandy Creek Utilities, Inc. 1732 Highway 2297 Panama City, Florida 32404

Re: Docket No. 981992-WS

Dear Mr. Sounders:

This will acknowledge receipt of an application for transfer of majority organizational control of Sandy Creek Utilities, Inc., holder of Certificate Nos. 514-W and 446-S in Bay County to Fox-Run Utilities, Inc., which was filed by this office on December 29, 1998 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6078 or FAX (850) 413-6079.

Division of Records and Reporting Florida Public Service Commission

Internet E-mail: contact@psc.state.fl.us