SUNDSTROM, FRIEDMAN & FUMERO, LLP

Attorneys | Counselors

FILED JUN 28, 2013 **DOCUMENT NO. 03644-13** FPSC - COMMISSION CLERK 766 NORTH SUN DRIVE

SUITE 4030

DOCKET NO. 130180-WS

IE MARY, FLORIDA 32746

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	June 27, 20	013		
	<u>VIA FEDERA</u>	L EXPRESS	CO	RECE 13 JUN
Ann Cole, Commission Cle Office of Commission Cler Florida Public Service Com 2540 Shumard Oak Boulev Tallahassee, FL 32399	k nmission		CLESSION THIS STON	28 AM 9: 38
RE: Docket No.: Original Water and Our File No.: 46096	Wastewater Certifi		te Estates Utilities, L.I ounty, Florida	C. for
Dear Ms. Cole:				
L.L.C.'s Application for a (with one copy of the map check for the filing fee in t	Original Water and original he amount of \$3,00	d Wastewater and two copies 30.00.		County, with a
COM		MARTIN S. I	FRIEDMAN	
Enclosures cc: Ben Allen, Esquire	(w/enclosures) (via	ı e-mail)	Check received with filing a to Flund for deposit. Fiece deposit information to Reco initials of person who forwa	nis.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of SUNLAKE ESTATES UTILITIES, L.L.C. for Water and Wastewater Certificates in Lake County, Florida.

DOCKET NO.

Sunlake Estates Utilities, L.L.C., ("Utility") by and through its undersigned attorneys and pursuant to Section 367.045, Florida Statutes and Rule 25-30.033, Florida Administrative Code, hereby applies for an original certificate to operate a water and wastewater utility in Lake County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name, address and telephone number of the Utility:

Sunlake Estates Utilities, L.L.C., 380 Park Place Blvd., Suite 200 Clearwater, FL 33759 727-451-1037

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

Martin S. Friedman, Esquire Sundstrom, Friedman & Fumero, LLP 766 North Sun Drive, Suite 4030 Lake Mary, Florida 32746 (850) 877-6555 mfriedman@sfflaw.com

C) The Utility is a Delaware limited liability company organized on June 13, 2013. The sole member of the Utility is ALL TRS Holding Company, Inc., a Delaware corporation authorized to do business in Florida on April 9, 2003.

D) The names and addresses of the corporate officers and directors of the Utility's sole member are as follows:

David B. Lentz, President and CEO Benjamin S. Allen, Vice-President and Secretary 380 Park Place Blvd., Suite 200 Clearwater, FL 33759

PART II. NEED FOR SERVICE

- A) The Utility currently provides water and wastewater service to the Sunlake Estates mobile home community where water and wastewater service is included in the rent, or is paid as a set fee for various services and amenities pursuant to the Declaration. The residents of the community will continue to need such service.
- B) To the best of the Utility's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan, as approved by the Department of Community Affairs at the time this Application is filed.

PART III SYSTEM INFORMATION

A) WATER

- (1) The Utility provides potable water service.
- (2) The Utility currently serves 441 mobile homes, each with a 5/8" x 3/4" meter, a clubhouse, and a fire station, each with a 5/8" x 3/4" meter, a recreation center, and a maintenance barn/WWTP, each with a 2" meter and 3 2" irrigation meters. There are 43 mobile home lots remaining to be built on, and each will be served with a 5/8" x 3/4" meter.
- (3) The Utility serves mobile homes, a clubhouse, and provides irrigation of common areas.
- (4) It is unknown when the original construction permit was issued by the Department of Environmental Protection (DEP) Permit No. PWS ID 3351555. An attempt to obtain the construction permit from DEP was fruitless. No operating permits are required.

- (5) The design capacity of the treatment plant is 714 ERCs or 250,000 GPD.
- (6) The water is treated with chlorination and aeration.
- (7) The transmission and distribution lines are build-out and will serve the existing 483 ERCs and the remaining 43 ERCs.
- (8) The DEP database reflects that the "begin date" for the water system was February 1, 1978.
- (9) Attached as Exhibit "A" is a 99-year lease for the land where the water facilities are located.

B) WASTEWATER

- (1) The Utility currently serves 441 mobile homes, each with a 5/8" x 3/4" meter, a clubhouse, and a fire station, each with a 5/8" x 3/4" meter, a recreation center, and a maintenance barn/WWTP, each with a 2" meter. There are 43 mobile home lots remaining to be built on, and each will be served with a 5/8" x 3/4" meter.
- (2) The Utility serves mobile homes and a clubhouse.
- (3) The Utility was issued Operating Permit No. FLA010526 on September 14, 2011 which expires September 11, 2021. A copy of the Operating Permit will be provided to Commission staff upon request.
- (4) The design capacity of the treatment plant and the disposal facilities are each 0.058 MGD annual average daily flow.
- (5) The manner of treatment is contact stabilization consisting of contact, reaeration, secondary clarification, chlorination and aerobic digestion of biosolids. Disposal is by two rapid infiltration basins.
- (6) Rapid infiltration basins are considered by DEP as a reuse system.
- (7) The transmission and distribution lines are build-out and will serve the current 459 ERCs and the remaining 43 ERCs.
- (8) It is believed that the wastewater system began serving customers in 1978.
- (9) Attached as Exhibit "A" is a 99-year lease for the land where the wastewater facilities are located.

PART IV FINANCIAL AND TECHNICAL INFORMATION

- A) The Utility has the financial and technical ability to provide reasonably sufficient and efficient service. The operations of the systems are contracted to General Utilities Corp., who operates other systems subject to this Commission's jurisdiction. Through related parties, the Applicant operates a number of water and wastewater systems serving their mobile home communities, two of which, GCP Plantation Landings, LLC and GCP Fairfield Village, LLC, are regulated by this Commission. The law firm of Sundstrom, Friedman & Fumero, LLP provides regulatory advice.
- B) A detailed financial statement (balance sheet and income statement) of the financial condition of the applicant, showing all assets and liabilities of every kind and character are included in the Special Report, attached as Exhibit "B".
- C) To the extent it becomes necessary, the applicant will rely on funding to the utility by its sole member, ALL TRS Holding Company, Inc., or through loans obtained by its parent. As can be seen from the capital structure included as Schedule A-2 to the Special Report, the sole member has substantial equity.
- D) A schedule showing the actual cost of the existing system by uniform system of accounts (USOA) account numbers pursuant to Rule 25-30.115, F.A.C. is included in the Special Report.
- E) A schedule showing the actual operating expenses separately for the water and wastewater systems is included in the Special Report.
- F) A schedule showing the capital structure is included in the Special Report.
- G) The Special Report includes schedules that supports the proposed rates and miscellaneous service charges.
- H) The Utility is proposing a base facility and inclining block rate structure to encourage conservation.
- I) The Utility is utilizing the current equity leverage formula established by order of the Public Service Commission pursuant to Section 367.081(4).

PART V TERRITORY DESCRIPTION AND MAPS

A) TERRITORY DESCRIPTION

An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, is attached hereto as Exhibit "C".

B) TERRITORY MAPS

One copy of an official county tax assessment map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning is attached hereto as Exhibit "D".

C) SYSTEM MAPS

One copy of separate detailed map(s) showing existing water and wastewater lines, facilities and the territory proposed are attached hereto as Exhibit "E".

PART VI NOTICE OF ACTUAL APPLICATION

- A) An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following will be late-filed as Exhibit "F":
 - (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
 - (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
 - if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
 - (4) the regional planning council;
 - (5) the Office of Public Counsel;
 - (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
 - (7) the appropriate regional office of the Department of Environmental Protection; and
 - (8) the appropriate water management district.
- B) An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each

customer of the system will be late-filed as Exhibit "G".

C) An affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be late-filed as Exhibit "H".

PART VII FILING FEE

The water and wastewater systems have the capacity to serve between 501 and 2,000 ERC's, thus the appropriate filing fee is \$3,000.00 (\$1,500 for the water system and \$1,500 for the wastewater system).

PART VIII TARIFFS

The original and two copies of water and wastewater tariffs containing all rates, classifications, charges, rules and regulations is attached hereto as Exhibit "I".

Respectfully submitted this 27th day of June, 2013, by:

Sundstrom, Friedman & Fumero, LLP 766 North Sun Drive, Suite 4030 Lake Mary, FL 32746

Phone: (407) 830-6331 Fax: (407) 830-8522 <u>mfriedman@sfflaw.com</u> drudolf@sfflaw.com

MARTIN S. FRIEDMAN Florida Bar No.: 0199060

For the Firm

AFFIDAVIT

STATE OF FLORIDA COUNTY OF PINELLAS

I, David B. Lentz, 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.

SUNLAKE ESTATES UTILITIES, L.L.C.,

a Delaware limited liability company BY: ALL TRS HOLDING COMPANY, INC.,

a Delaware-corporation, its sole Member

)

Name: David B. Lentz Its: President

Sworn to and subscribed before me this 25th day of June, 2013, by David B. Lentz, who is personally known to me.

NOTARY PUBLIC, State of Florida

KATHY R. TOKOS MY COMMISSION # EE132835 EXPIRES: November 20, 2015 FI Notiny Discount Amon. Co.

EXHIBIT "A"

WATER AND WASTEWATER SITE LEASE AGREEMENT

THIS WATER AND WASTEWATER SITE LEASE (the "Lease") is made and entered into this 25th day of June, 2013, by and between Community Sunlake Joint Venture, a Delaware general partnership (hereinafter referred to as "Owner"), and "Sunlake Estates Utilities, L.L.C., a Delaware limited liability company (hereinafter referred to as ("Service Company").

RECITALS

WHEREAS, Owner is the owner of certain real property composed of residential lots available for lease to manufactured home owners and real property containing community amenities and a water treatment plant and wastewater treatment plant and appurtenances, all of which are located within the community known as Sunlake Estates (the "Community");

WHEREAS, in addition to the lots owned by Owner, certain manufactured home owners (the "Fee Simple Owners") also own lots within the Community in fee simple and are entitled to the use of certain amenities within the Community pursuant to a recorded declaration;

WHEREAS, Service Company is in the process of applying to become a Florida Public Service Commission ("PSC") certified utility authorized to provide water and wastewater service and desires to utilize portions of Owner's property for the provision of such water and wastewater services; and

WHEREAS, upon approval of the PSC, Owner will convey the water treatment plant and wastewater treatment plant and appurtenances to Service Company and Service Company will provide water and wastewater service at the Community.

NOW, THEREFORE, in consideration of ten dollars (\$10), and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

- A. "Property" The land described in **Exhibit "A"** represents the certificated service territory of Service Company.
- B. "Reuse Water" Water that has been treated to public access reclaimed water standards and is sold or disposed of after treatment at a wastewater treatment facility.
- C. "Wastewater Collection Facilities" All collection mains, pipes, pumps, valves, and appurtenant facilities used in the transmission of raw wastewater from a wastewater service customer to a treatment facility on the Property.

- D. "Wastewater Disposal Facilities" All plants, tanks, pipes, equipment, ponds, and other appurtenant facilities used in the storage, disposal or distribution of treated wastewater effluent or reuse water located on the Property.
- E. "Wastewater Facilities" All Wastewater Collection Facilities, Wastewater Disposal Facilities, and Wastewater Treatment Facilities located on the Property.
- F. "Wastewater Treatment Facilities" All plants, tanks, pumps, pipes, equipment, and other appurtenant facilities used in the treatment of wastewater.
- G. "Water Facilities" All wells, casings, pumps and water withdrawal, supply, transmission, and distribution pipes and equipment, and other appurtenant and associated facilities to be located within the Sites.
 - H. "Facilities" The Wastewater Facilities and the Water Facilities.
 - I. "Sites" The sites containing the Facilities.

2. PURPOSE AND TERM.

Owner hereby leases to Service Company, and Service Company hereby leases from Owner, certain portions of the Property owned by Owner, upon the terms and subject to the conditions set forth herein. This Lease shall be effective for a period of ninety-nine (99) years beginning immediately after its execution unless sooner terminated as provided herein.

3. RENTS.

As compensation for Service Company's right to utilize the Sites and the impact of all Service Company uscs of the Property or Sites, Service Company shall pay to Owner an annual rent of \$1 ("Annual Rent").

4. INTENTIONALLY DELETED.

5. DESCRIPTION OF LEASED PREMISES.

For Service Company's purposes, Owner and Service Company agree to a lease of portions of the Property for use of the Facilities. A description of the Sites is attached hereto as **Exhibit "B."** Service Company's use of any portion of the Property shall not now, or in the future, be a detriment to Owner's operation of the Community, or other activities in areas adjacent to the Sites.

6. PERMITS.

Prior to re-constructing or operating any of the Facilities on the Sites, or receiving payment for subsequent treatment of wastewater or sale of reuse water, Service Company shall obtain, at its sole expense, all permits, certificates, and approvals as may be required by any governmental entity, including, without limitation, PSC, county or State governments, U.S. Army Corp of Engineers, USEPA, and the Florida Department of Environmental Protection

(DEP). Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any permit application.

Service Company shall operate and maintain all Facilities in a safe, efficient and sufficient manner and in compliance with any and all federal, State, and local laws and regulations and be responsible for initiating, maintaining and supervising all safety precautions and programs deemed necessary by regulatory authorities and industry standards. The Facilities shall be designed to minimize environmental degradation to the Property. Service Company shall operate and maintain the Facilities to support these objectives.

Service Company shall prepare and submit in timely manner all reports on operation and maintenance of the Facilities as required by local, state, and federal regulatory agencies and make all such records available for review by Owner.

7. USE OF SITES.

The Sites shall be used for the sole purpose of the operation of the Facilities.

If Owner shall reasonably determine that, for Owner's beneficial use of the Property, a certain component of the Facilities must be relocated, Owner will provide a substitute Site located as close as reasonably possible to the original Site, and Owner shall bear the expense of such relocation.

Service Company agrees to refrain, and to prevent its employees, invitees, agents, and contractors, from bringing any hazardous materials onto the Property, except for cleaning fluids in <u>de minimis</u> quantities, those for water production and supply, wastewater treatment and fuel for emergency power generation. All such materials shall be stored in proper containers and in compliance with all legal requirements. Service Company covenants and agrees to indemnify, defend and hold Owner harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any hazardous materials in, on or about the Property at any time during the term of the Lease, or resulting from the acts or omissions of Service Company or its respective employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any investigation, monitoring and remediation costs.

Service Company shall not have the right to place any signs or other advertising material on the Property without the prior written consent of Owner; provided that, Service Company shall have the right to erect or display any signage that may be required by law in the operation of the Facilities on the Property.

8. UNUSEABLE FACILITIES.

If any Facilities become unusable, upon written notice by Service Company to Owner, the Site upon which the unusable facility is located shall no longer be subject to the terms of this Lease, as of the date the Site is taken out of service and all necessary abandonment, reconditioning, and cleanup work is completed. In such event, in Owner's sole discretion, Service Company shall: (i) properly abandon the Facilities on the Site, at Service Company's

expense, in accordance with applicable DEP, USEPA requirements and other applicable statutes, ordinances, or regulations and such other requirements as may reasonably be imposed by Owner for the plugging or abandonment of such facilities; and remove all Facilities on the Site; or, (ii) convey all or a portion of the Facilities to Owner. Upon the abandonment of any Facilities, or the removal of Facilities from any Site, Service Company shall clean up the Site and leave the same in neat and presentable condition.

Owner shall not in any way be responsible or liable to Service Company at any time for any loss, damage or expense resulting from any change in any Sites suitability to serve as a Site for Facilities or any changes in the quality or quantity of such wastewater or reuse water that can be treated, stored or disposed of on such Sites, or the character of the Property, or for it being no longer suitable for Service Company's requirements or for any cessation or interruption of the operation of the Facilities, nor shall any variation in any way relieve Service Company of any obligation under this Lease.

9. MAINTENANCE AND REPAIR.

During the term of this Lease, Service Company shall be responsible for the continuous operation and maintenance of the Facilities unless otherwise agreed to in writing by Service Company and Owner. Service Company shall keep the Sites and Facilities in a neat, clean and presentable condition.

Service Company shall institute preventive and corrective maintenance programs for the Facilities and shall staff the Facilities with the appropriate number of certified operators and hourly or salaried employees consistent with regulatory requirements and good management practice. Service Company shall be responsible for maintaining the Sites (including mowing) and the Facilities, and for replacement of any component parts when necessary due to destruction, wear and tear or otherwise.

Service Company shall perform periodic monitoring, sampling and testing as required by its DEP, USEPA, and other applicable permits or regulations. Service Company shall provide or secure laboratory services for testing and analysis for all constituents as necessary to comply with regulatory requirements. All such sampling, monitoring, analysis and reporting shall be in compliance with agency approved quality assurance/quality control programs and all permits and regulations.

All Facilities shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall respond to any emergencies during or after regular business hours as necessary as quickly as possible. Should an event of regulatory noncompliance occur, Service Company shall act promptly to correct such noncompliance or, if such noncompliance cannot be promptly corrected, Service Company shall promptly commence reasonable actions to correct the noncompliance and diligently pursue same. Such event of noncompliance or emergency shall be reported to Owner upon notification to applicable regulatory agencies or, if no such notification is required, promptly following such event.

10. ELECTRICAL POWER.

Service Company shall be responsible for securing electric power for the Facilities. Owner shall reasonably cooperate with Service Company in securing electrical power for Sites from the closest power source. Owner shall have the right to approve the location of poles, transformers, electrical lines, and other necessary installations, which approval shall not be unreasonably withheld. Owner shall have the right to require underground installation of utilities, all at Service Company's expense. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, and negotiation of documents and for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Site.

11. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive license for ingress and egress to the Sites during the term of this Lease, during the times and solely for the purposes set forth in this Lease.

12. INTENTIONALLY DELETED.

13. INSPECTION BY OWNER.

Owner or Owner's agent may, at any time, enter upon any Site to view the condition thereof, to obtain water, wastewater, or reuse water samples for water quality testing, and to observe Service Company's operations thereon.

14. TAXES.

This Lease is an absolutely net lease. All amounts payable hereunder to or on behalf of Owner shall be paid without notice or demand, and without set-off counterclaim, abatement, suspension, deduction or defense. It is the intent of the parties hereto that all Annual Rents payable under this Lease shall be an absolutely net return to Owner and that Service Company shall pay all costs and expenses relating to the Property and the business carried on therein. Any amount or obligation relating to the Property which is not expressly declared to be that of Owner under this Lease shall be deemed to be an obligation of Service Company

Service Company shall pay all sales taxes, if any, due on the Annual Rent, all license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

Owner may require Service Company to pay all real estate taxes, tangible personal property taxes, intangible personal property taxes, and assessments of any kind, and all increases in such taxes on the Sites leased hereunder, and any Facilities constructed, owned, or operated by Service Company accruing during the term of this Lease, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Sites, whether actual payment of such taxes is made during the term of this Lease or thereafter. If Service Company is required to pay such taxes, Owner shall promptly provide applicable tax notices and pro-rations, which shall thereafter be payable when due.

If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, the parties shall make appropriate adjustments or pro-rations to determine tax liability. Such tax liability shall be computed based on the most recently available valuations, millage, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

15. INSURANCE.

Unless Owner agrees in writing to alternative coverage, Service Company covenants and agrees to obtain and maintain during the term of this Lease the following insurance coverage:

- a) Liability Insurance. Service Company shall procure and maintain throughout the Term, at its sole expense, (i) Workers' Compensation Insurance in statutorily-required amounts for its employees, and (ii) Comprehensive General Liability Insurance arising out of Service Company's use or occupancy of the Sites in such amounts, with such deductibles, and with such insurers, as shall be reasonably acceptable to Owner.
- b) Fire and Extended Coverage Insurance on Improvements and Personalty. Service Company shall keep all improvements, installations, machinery and equipment placed by it and all other personal property placed by it on the Sites continuously insured against loss or damage by theft, fire or lighting (with extended coverage if available) in an amount equal to the fair market value thereof, subject to reasonable and customary deductibles. If at the time of any loss Service Company is in default to Owner, Owner may require the proceeds be paid to Owner to satisfy Service Company's obligation to Owner. If Service Company is not in default under this Lease, the proceeds shall be used for the repair or restoration of the property regarding which loss occurred, if the property is needed for the future development of the Leased Premises.
- c) Indemnity by Service Company. Owner shall not be liable to Service Company or Service Company's employees, agents, visitors or any other person for injury to person or damage to or loss of property on or about the Sites, or arising out of the use of the Sites by Service Company, or the conduct of its business thercon, or arising out of any breach or default by Service Company in the performance of its obligations hereunder, or resulting from any other cause except Owner's sole negligence. Service Company shall indemnify, save harmless and defend Owner from and against any and all suits, claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising with respect to the Sites or any part thereof, or occasioned wholly or in part by any act or omission of Service Company, its officers, agents, servants, contractors, employees or invitees.

16. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner, its shareholders, officers, directors, employees, and agents (all such indemnities herein referred to as "Owner") and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property

damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of the acts or omissions of Service Company, its agents or contractors, in the use, occupancy or operation of any Site, Facilities, or any activities of Service Company, its agents or contractors, on the Property. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of any violation of any law, ordinance, or governmental regulation applicable to Service Company, its agents or contractors use or occupancy of any Site or Facility.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under this Lease.

C. Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

17. DEFAULT.

- A. The occurrence of one or more of the following constitutes an event of default by Service Company:
- (1) The failure of Service Company to perform any obligation for the payment of money when due;
- (2) The failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, for more than twenty (20) days after notice thereof shall have been given to Service Company or, if such default is of such nature that it cannot, with due diligence, be completely remedied within twenty (20) days, such longer period of time as may be reasonably necessary to remedy provided that Service Company shall commence, within said period of twenty (20) days, and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after notice of such default shall have been given to Service Company;
- (3) Breach by Service Company of the obligations set forth in Section 15 without any notice, grace, or curative period;
- (4) Proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing;
 - (5) Assignment of Service Company's property for the benefit of creditors is made;
- (6) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within

- thirty (30) days after appointment the receiver, conservator, or officer is not discharged and possession of the property is not restored to Service Company;
- (7) Service Company's interest in the Sites or Facilities are the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; or,
 - (8) Service Company abandons the Property.
- B. If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default.
- C. Owner and Scrvice Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

18. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder without the express written consent of Owner, which may be withheld at Owner's sole discretion. Any assignment, pledge or encumbrance of Service Company's stock or ownership interest shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease. Owner has the unequivocal right to sell any or all of the Property, and to assign any or all of its rights hereunder, upon written notice to Service Company.

19. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given in writing and transmitted by messenger service, Certified Mail Return Receipt requested, telegram, or by a nationally recognized overnight courier service. For the purpose of this Lease the addressees of the party are as follows:

Owner:

Service Company:

Community Sunlake Joint Venture Attn: General Counsel 380 Park Place Blvd., Suite 200 Clearwater, FL 33759 Sunlake Estates Utilities, L.L.C. Attn: General Counsel 380 Park Place Blvd., Suite 200 Clearwater, FL 33759

Notice given by certified mail shall be deemed received when the Return Receipt is signed for. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business,

the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

20. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party that includes, but is not limited to, any of the following: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, hurricanes, storms, terrorist acts, governmental acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the party claiming Force Majeure.

21. DOCUMENTATION.

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

22. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

23. REMEDIES.

- A. In the event a party fails to perform any of its obligations hereunder, the non-defaulting party shall be entitled to: (i) terminate this Agreement by written notice delivered to the other party and pursue all remedies available at law or in equity; (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the default and proceed as contemplated herein.
- B. Upon the occurrence of an event of default by Service Company, and in addition to the other remedies set forth herein, Owner may (a) re-enter and repossess the Property, or any part thereof, by judicially mandated force, summary proceedings, ejections or otherwise; and, (b) remove all persons and property there from, whether or not this Lease has been formally terminated hereunder, it being understood and agreed that Owner shall have no liability by reason of any such re-entry, repossession or removal except to the extent caused by Owner's gross negligence or willful misconduct, and no such re-entry or taking of possession of the Sites by Owner shall be construed as an election on Owner's part to terminate this Lease unless a written notice of such intention be given to Service Company.
- C. If Service Company breaches any of its obligations under this Lease, and the same shall constitute an event of default, then in addition to any other right or remedy Owner may have, Owner may perform such obligations on Service Company's behalf and the cost thereof, together with interest thereon, shall become due and payable as additional rent to Owner upon demand.

D. In addition to other remedies provided in this Lease, Owner shall be entitled to seek and obtain temporary and permanent injunctive relief to prevent and restrain any breach or contemplated breach or threatened breach of and to specifically enforce the provisions of this Lease, and Owner shall not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off counterclaim or cause of action by Service Company against Owner or any other person shall not constitute a defense to the enforcement by Owner of its rights under this Lease.

24. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof by Owner shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

25. EMINENT DOMAIN

If during the term of this Lease, all or substantially all of the Sites shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate and all right, title and interest of Service Company hereunder shall cease on the date of vesting of title pursuant to such eminent domain proceeding, and all rents and other sums payable by Service Company hereunder, shall be prorated to the date of such vesting. The net award from such taking shall mean all amounts payable as a result of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and other reasonable expenses for such proceeding incurred by Owner plus all amounts payable pursuant to any agreement with any condemning authority (which agreement shall be deemed to be a taking) made in settlement of, or under threat of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and reasonable expenses incurred as a result thereof. Service Company shall be entitled to a portion of the net award equal to the then net book value of Service Company's interest in the improvements.

If during the Term there is a taking by exercise of the power of eminent domain of less than all or substantially all of the Property, which taking includes a portion of the Service Company improvements, this Lease shall remain in full force and effect without abatement or reduction of rents, or other charges required to be paid by Service Company except as herein provided. In such event, Service Company shall proceed diligently to rebuild, replace and repair the improvements as near as legally and structurally practicable to their former condition, subject to approval of the location and nature of the improvements by Owner. Provided that no event of default exists, Service Company shall be entitled to use the portion of the net award applicable to the improvements, if any, to make such repairs, subject to reasonable conditions imposed by Owner, including, but not limited to the deposit of such portion of the net award within an escrow account and conditioning disbursements from such account in a manner similar to draw requests under an institutional construction loan. All such rebuilding, replacing and repairing shall be carried out in accordance with the provisions of this Lease. If the portion of the net award received by Service Company is insufficient to cover the cost of repair, then the

deficiency shall be paid by Service Company. If the taking includes one or more tenanted areas, then the Annual Rent shall be reduced in the same proportion that the Annual Rent for the affected tenanted areas bears to the total annual payment for all tenanted areas.

26. SURRENDER OF POSSESSION

Service Company hereby covenants and agrees that at the expiration of the term of this Lease, by its own terms or any earlier termination upon a default, in the sole discretion of Owner: (i) sole ownership of the Sites, Facilities and all related improvements, and the right to their possession and use shall automatically pass to Owner without payment or consideration of any kind; or (ii) Service Company shall be required, at its expense, to remove all improvements, fixtures and equipment from all Sites, and all Facilities from the Property, and restore the Property to a condition substantially the same as existed prior to this Lease (excluding restoration of forest and plant growth). Service Company shall not join in, consent to, or permit any liens, encumbrances or other matters of any kind which affect title to such improvements, if allowed under this Lease, to extend beyond the term of the Lease, and Service Company shall, upon expiration or sooner termination of this Lease, return the Property to Owner, free and clear of all encumbrances. In the event Owner elects to take possession and use of the improvements on the Property, although these provisions are intended to be self-executing, Service Company hereby agrees to execute any further documents requested by Owner to confirm Owner's sole ownership of and marketable title to such improvements and Service Company's grant and conveyance thereof to Owner hereby made.

If Service Company does not vacate the Property when required by the terms of this Lease, Service Company shall be a tenant at sufferance and, in addition to all other damages and remedies to which Owner may be entitled for such holding over: (a) Service Company shall pay, an amount equal to two hundred percent (200%) of the Annual Rent for the year immediately preceding the beginning of the holdover tenancy, and (b) Service Company shall otherwise continue to be subject to all of Service Company's obligations under this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Owner provided herein or at law.

The parties acknowledge and agree that leasing Property for the purposes herein, and the payment of Annual Rent as compensation, is a very specialized lease arrangement. The parties further acknowledge and agree Owner will have very limited ability to mitigate damages in the event of default by Service Company. Therefore, the parties agree that Owner shall have no duty to mitigate damages due to an event of default through a subsequent lease of the Property, and that the improvements shall instead be subject to the right of possession and use by Owner as set forth herein.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Owner:

Name:

Its:

COMMUNITY SUNLAKE JOINT

BY: AIOP FLORIDA PROPERTIES I, L.L.C.,

Benjamin S. Allen

Senior Vice President

a Delaware limited liability company, its managing

VENTURE. a Delaware general partnership

	General Partner
Cianad Caalad and Dalivanad	BY: ASSET INVESTORS OPERATING PARTNERSHIP,
Signed, Sealed and Delivered	L.P.,
In the Presence of:	a Delaware limited partnership, its sole Member
-1	BY: AMERICAN LAND LEASE, INC.,
01 1/-1	a Delaware corporation, its General Partner
senso lelen	Bania I (1/1/2)

STATE OF FLORIDA **COUNTY OF PINELLAS**

Witness

The foregoing instrument was acknowledged before me this 25 2013, by Benjamin S. Allen, who is Senior Vice President of American Land Lease, Inc., the General Partner of Asset Investors Operating Partnership, L.P. ("AIOP"), in AIOP's capacity as the sole Member of AIOP Florida Properties I, L.L.C., the managing General Partner of COMMUNITY SUNLAKE JOINT VENTURE, who is personally known to me individually and N/A in the capacity aforesaid or has produced as identification.

> Notary Public Notary Public My Commission Expires:



[Signatures continued on following page]

Service Company:

Signed, Sealed and Delivered
In the Presence of:

Witness

SUNLAKE ESTATES UTILITIES, L.L.C.
a Delaware limited liability company
BY: ALL TRS HOLDING COMPANY, INC., a Delaware
corporation, its sole Member

By: Lengamin S. Allen
Its: Vice President

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25 day of ________, 2013, by Benjamin S. Allen, who is Vice President of ALL TRS Holding Company, Inc., the sole Member of SUNLAKE ESTATES UTILITIES, L.L.C., who is personally known to me individually and in the capacity aforesaid or has produced ______ as identification.

Notary Public
My Commission Expires:

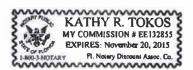


Exhibit "A"

Property

[SEE ATTACHED]

SUNLAKE ESTATES – PSC SERVICE AREA

DESCRIPTION:

A portion of Sections 12 and 13, Township 18 South, Range 25 East, being in Lake County, Florida being described as follows:

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of said Section 12, and run N.89°50'56"W, 400.00 feet, for a Point of Beginning; thence, continue, N.89°50'56"W, along said south boundary line 253.58 feet; thence, leaving said south boundary line, N.00°10'35"E.1253.54 feet; thence, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way line of South Em-En-El Grove Road; thence, S.89°48'54"E., along said south right-of-way line, 689.00 feet; thence, continue, S.89°48'54"E., along said south right-of-way line, 95.23 feet to a point of curvature; thence, along said right-ofway line, along said curve to the right, having a radius of 560.19 feet, an arc length of 274.35 feet, a chord length of 271.62 feet and a chord bearing of S.75°47'05"E., thence, S.61°45'16"E., along said south right-of-way line, 100.80 feet; thence, along said south right-of-way line, along a curve to the left, having a radius of 385.00 feet, an arc length of 374.33 feet, a chord length of 359.76 feet and a chord bearing of S.89°36'28"E.; thence, N.62°32'19"E., along said south right-of-way line, 100.00 feet; thence, along said south right-of-way line, along a curve to the right, having a radius of 597.00 feet, an arc length of 288.08 feet, a chord length of 285.29 feet and a chord bearing of N.76°21'42"E.; thence, S.89°48'54"E., along said south right-of-way line, 153.67 feet; thence, S.89°55'13"E., along said south right-of-way line, 1280.81 feet; thence, leaving said south right-of-way line, S.00°06'53"E., along the west right-of-way line of Thomas Boat Landing Road, 1293.73 feet to the south boundary line of said Section 12; thence, continue along said west right-of-way line, S.00°22'13"W., 1007.84 feet to the ordinary high water line of Lake Yale; thence, leaving said west right-of-way line, along the ordinary high water line of Lake Yale, the following nineteen (19) courses; (1) thence, N.69°33'59"W., 58.11 feet; (2) thence, N.86°38'05"W., 24.79 feet; (3) thence, S.80°09'07'W., 49.34 feet; (4) thence, S.59°17'50"W., 105.49 feet; (5) thence, S.51°54'45"W., 56.92 feet; (6) thence, S.53°46'02"W., 48.77 feet; (7) thence, S.49°15'28"W., 59.70 feet; (8) thence, S.58°19'14"W., 75.82 feet; (9) thence, S.47°08'38"W., 41.26 feet; (10) thence, S.55°39'24"W., 51.45 feet; (11) thence, S.62°08'53"W., 111.80 feet; (12) thence, S.64°27'27"W., 55.68 feet; (13) thence, S.52°28'52"W., 58.80 feet; (14) thence, S.55°19'56"W., 58.33 feet; (15) thence, S.53°53'24"W., 53.84 feet; (16) thence, S.46°00'44"W. 53.77 feet; (17) thence, S.50°09'30"W., 58.94 feet; (18) thence, S.46°55'52"W., 20.66 feet; (19) thence, S.72°48'21"W., 32.13 feet; thence, leaving the ordinary high water line of Lake Yale, N.45°14'05"W., 285.56 feet; thence, N.89°47'48"W., 165.69 feet; thence, N.89°51'08"W., 1339.46 feet; thence, N.00°08'20"E., along said west boundary line of the Northeast ¼ of the Northwest ¼ of said Section 13, 992.97 feet; thence, leaving said west boundary line, N.89°52'52"W., 400.00 feet; thence, N.00°08'20"W., 330.65 feet to the Point of Beginning.

AND

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50′56″W., along the south boundary line of Block 57 of the Plat of HIGLEY, as filed in or about April 2, 1884, in the Public Records of Lake County, Florida, 400.00 feet to a point on the west boundary line of the eastern 400 feet of the North ¼ of Block 58 of said Plat of HIGLEY; thence, continue, N.89°50′56″W., along said south boundary line, 253.58 feet, to a point on the east boundary line of the west 674.28 feet of said Block 57; thence, leaving said south boundary line, N.00°10′35″E., along said east boundary line, 1253.54 feet; thence, leaving said east boundary line, N.89°48′54″W., 35.87 feet; thence, N.00°21′15″W., 42.00 feet to the south right-of-way of South Em-En-El Grove Road; thence, S.89°48′54″E., 689.00 feet; thence, continue, S.89°48′54″E., 375.51 feet for a Point of Beginning; thence, continue, S.89°48′54″E., 508.40 feet to the most easterly corner of said Tract "A"; thence, S.62°32′19″W; thence, along a curve to the right, having a radius of 319.00 feet, an arc length of 310.16 feet, a chord length of 298.08 feet and a chord bearing of N.89°36′28″W.; thence, N.61°45′16″W., 116.97 feet to the Point of Beginning.

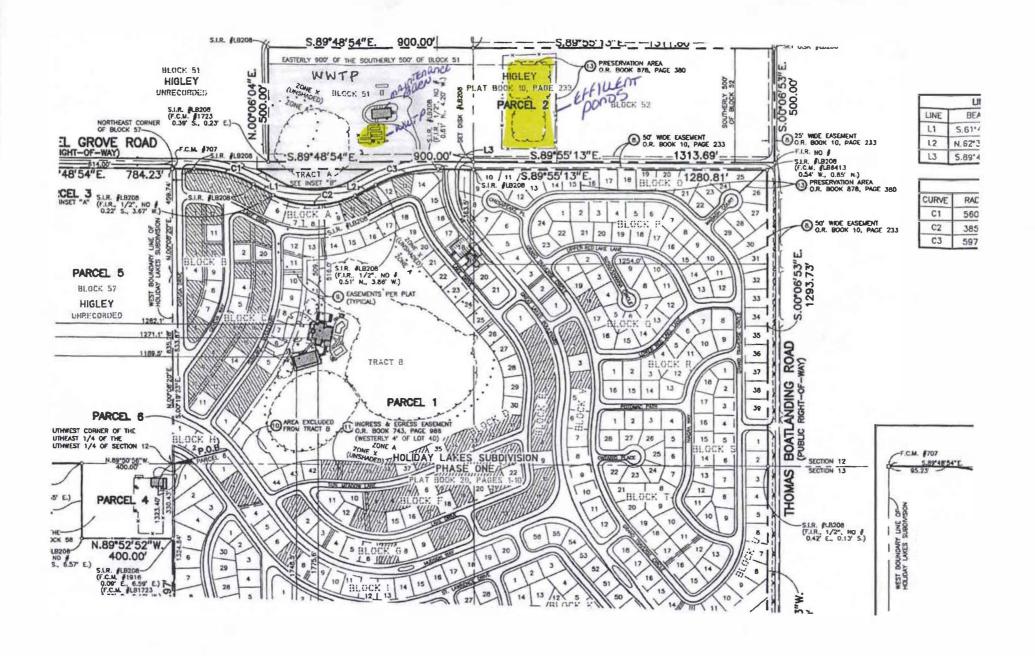
AND

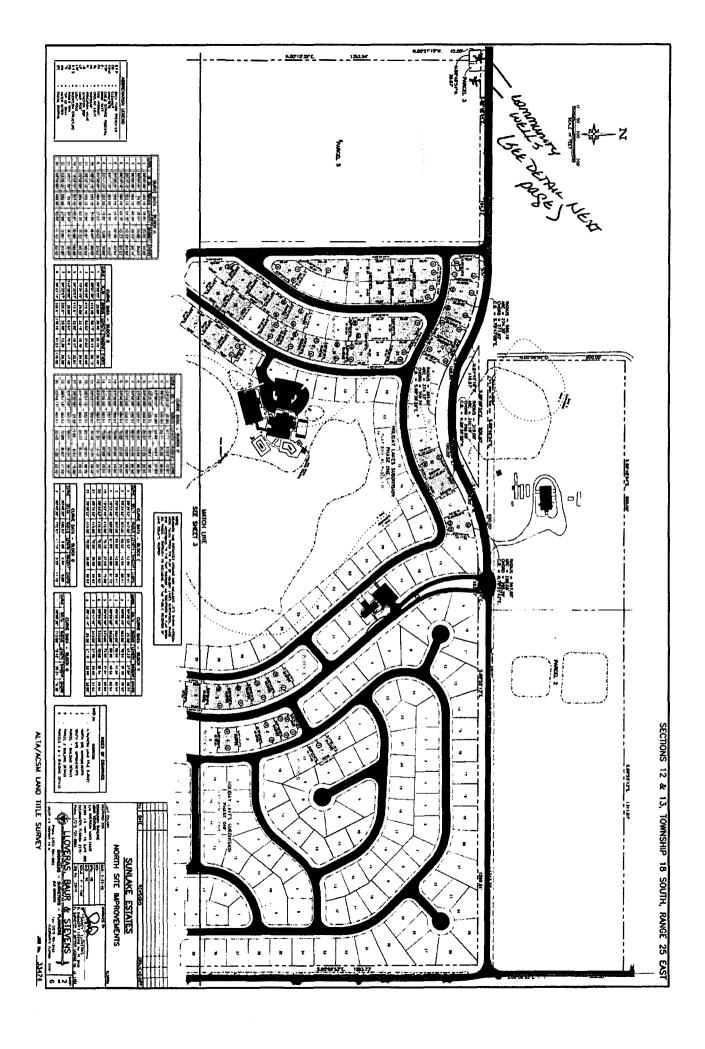
Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50′56′W., 400.00 feet; thence, continue, N.89°50′56′W., 253.58 feet;; thence, N.00°10′35″E., 1253.54 feet; thence, N.89°48′54″W., 35.87 feet; thence N.00°21′15″W., 75.00 feet to the north right-of-way line of South Em-En-El Grove Road; thence, S.89°48′54″E., along said north right-of-way line, 1116.00 feet for a Point of Beginning; thence, N.00°06′04″E.,500.00 feet; thence, S.89°48′54″E., 900.00 feet; thence, S.89°55′13″E., 1311.80 feet; thence, S.00°06′53″E., 500.00 feet to the northeast corner of the Southwest ¼ of the Southeast ¼ of Section 12, Township 18 South, Range 25 East; thence, leaving said east boundary line, N.89°55′13″W., along the north right-of-way line of South Em-En-El Grove Road, 1313.69 feet; thence, N.89°48′54″W., along said north right-of-way line, 900.00 feet to the Point of Beginning.

Exhibit "B"

Description of Sites

[SEE ATTACHED]





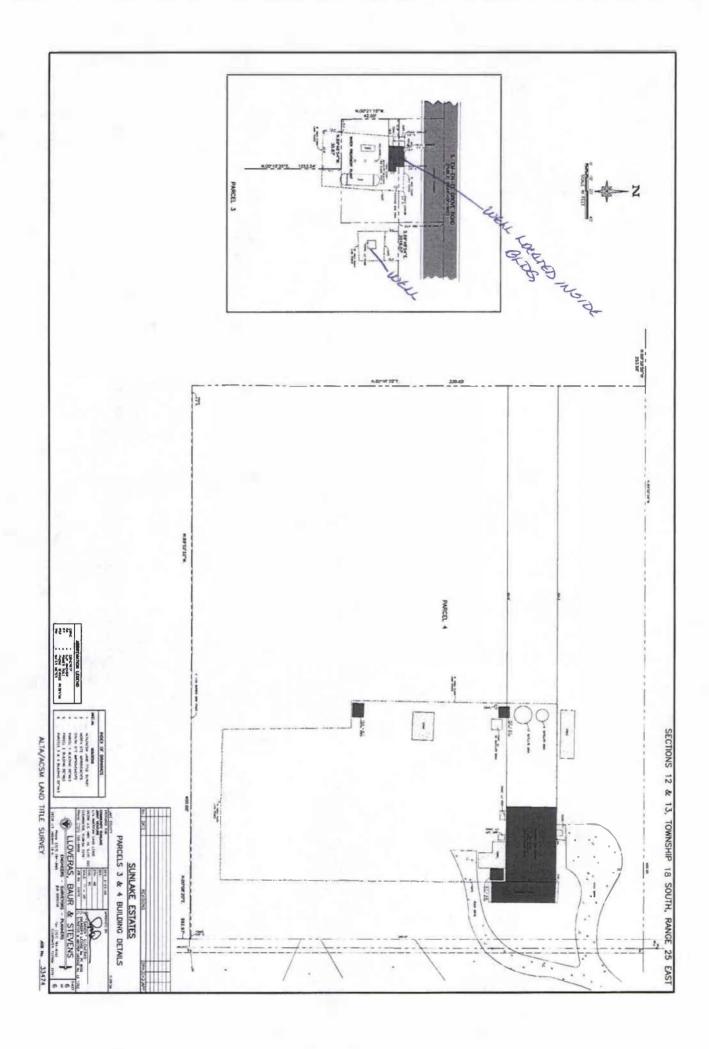


EXHIBIT "B"

SUNLAKE ESTATES UTILITIES, L.L.C.

ORIGINAL CERTIFICATE APPLICATION

SPECIAL REPORT

Sunlake Estates Utility Original Certificate Application Special Report Index

Schedule	Page	
Number	Number	Description
I-1	i	Index
A-1	1	Proposed Rates
A-2	2	Capital Structure and Statement Rgarding Financing of Utility Operations
		Water System:
B-1	3	Rate Base, Rate of Return and Operating Income
B-2	4	Summary of Utility Plant Cost, Accumulated Depreciation and Expense
B-3	5	Summary of Projected Utility Plant Cost In Service At Year End
B-4	6	Calculation of AFUDC
B-5	7	Projected Accumulated Depreciation & Expense at Year End
B-6	8	Constructed Statement of Operations
B-7	9	Detail of O&M Expenses
B-8	10	Projected Taxes Other Than Income Taxes
B-9	11	Rate Computation
		Wastewater System:
C-1	12	Rate Base, Rate of Return and Operating Income
C-2	13	Summary of Utility Plant Cost, Accumulated Depreciation and Expense
C-3	14	Summary of Projected Utility Plant Cost In Service At Year End
C-4	15	Calculation of AFUDC
C-5	16	Projected Accumulated Depreciation and Expense
C-6	17	Constructed Statement of Operations
C-7	18	Detail of O&M Expenses
C-8	19	Projected Taxes Other Than Income Taxes
C-9	20	Rate Computation

Sunlake Estates Utility Proposed Rates

Monthly Rates	М	on	th	lv	Ra	te:
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Line #	Description	Water	Was	ter Water
1	Residential			
2	Base Facility Charges			
3	5/8" x 3/4"	\$ 4.22	\$	7.85
4	Gallonage Charge (Maximum of 8,000 gallons)		\$	1.84
5	Gallonage Charge per 1,000 Gallons (0 - 5,000)	\$ 1.03		
6	Gallonage Charge per 1,000 Gallons (5,001 - 7,000)	\$ 1.24		
7	Gallonage Charge per 1,000 Gallons (7,001+)	\$ 1.49		
8	General Service			
9	Base Facility Charges			
10	5/8" x 3/4"	\$ 4.22	\$	7.85
11	1"	\$ 10.55	\$	19.63
12	1.5"	\$ 21.10	\$	39.27
13	2"	\$ 33.76	\$	62.83
14	3"	\$ 63.30	\$	117.81
15	4"	\$ 105.50	\$	196.35
16	6"	\$ 211.00	\$	392.70

¹⁷ Note (1): Amounts on lines 3, 4, & 5 from schedules B-9 & C-9

Sunlake Estates Utility Capital Structure

				Cost of	
		Estimated	Percent	Each	Weighted
Line #		Amount	Ratio	Percent	Cost
1	Equity	\$ 5,784,193.12	33.40%	11.30%	3.77%
2	Debt	\$ 11,534,096.39	66.60%	5.66%	3.77%
3	Total	\$ 17,318,289.51	100.00%		7.54%

Sunlake Estates Utility Existing Water System Rate Base, Rate of Return and Operating Income

Line #	Description	Schedule Ref.	Balance
1	Utility Plant in Service	B-2	\$ 349,549.80
2	Accumulated Depreciation	B-2	\$ (99,707.40)
3			\$ 249,842.40
4	Allowance for Working Capital (1)	B-7	\$ 13,171.91
5	Rate Base		\$ 263,014.31
6	Rate of Return	A-2	<u>7.54%</u>
7	Operating Income	B-6	\$ 19,838.87

3

8 Note (1): Based on 12.5% of O&M Expense per schedule B-7

Sunlake Estates Utility
Existing Water System
Summary of Utility Plant Cost, Accumulated Depreciation and Expense

	NARUC		Original	PSC Dep	De	preciation		Accumulated
Line #	Acct. #	Description	Costs	Rate Percent		Expense		epreciation (B-5)
1	Original	System Costs						
2	301	Organization (1)	\$ 15,000.00	3.85%	\$	577.50	\$	288.75
3	304	Structures & Improvements	\$ 37,398.92	3.57%	\$	1,335.14	\$	11,348.70
4	307	Wells & Springs	\$ 24,855.35	3.70%	\$	919.65	\$	6,897.36
5	310	Power Generation Equipment	\$ 76,251.40	5.88%	\$	4,483.58	\$	26,901.49
6	311	Pumping Equipment	\$ 59,358.22	5.88%	\$	3,490.26	\$	26,176.98
7	320	Water Treatment Equip	\$ 10,474.98	5.88%	\$	615.93	\$	3,695.57
8	330	Distribution/Res/Standpipes	\$ 6,878.66	3.03%	\$	208.42	\$	1,458.96
9	331	Trans/Distr Mains	\$ 44,031.93	2.63%	\$	1,158.04	\$	10,951.33
10	333	Services	\$ -	2.86%	\$	-	\$	-
11	334	Meters & Installations	\$ 39,089.99	5.88%	\$	2,298.49	\$	7,461.96
12	335	Hydrants	\$ 36,210.35	2.50%	\$	905.26	\$	4,526.29
13		Total	\$ 349,549.80		\$	15,992.28	\$	99,707.40

Notes: (1) Organization costs are based on 50% of the total estimated legal, accounting, and enginnering costs being incurred to obtain an original PSC Certificate. Such costs have been allocated equally to water & wastewater.

4

14 15

16

Schedule B-2

Sunlake Estates Utility Existing Water System

Summary of Projected Utility Plant Cost In Service At Year End

Tatal	Before	
I CH A	DEIOLE	

	NARUC		Original	Proforma	Pe	rmitting &	Percent Of	Р	ermitting/		Total
Line #	Acct. #	Description	Costs	Adjustment	Ε	ngineering	Total Assets	Engi	neering (10%)	F	Plant Costs
1	Origina	l System Costs									
2	301	Organization	\$ 15,000.00		\$	15,000.00	4.70%	\$	-	\$	15,000.00
3	304	Structures & Improvements	\$ 33,999.02		\$	33,999.02	10.65%	\$	3,399.90	\$	37,398.92
4	307	Wells & Springs	\$ 22,595.77		\$	22,595.77	7.08%	\$	2,259.58	\$	24,855.35
5	310	Power Generation Equipment	\$ 69,319.45		\$	69,319.45	21.72%	\$	6,931.95	\$	76,251.40
6	311	Pumping Equipment	\$ 53,962.02		\$	53,962.02	16.91%	\$	5,396.20	\$	59,358.22
7	320	Water Treatment Equip	\$ 9,522.71		\$	9,522.71	2.98%	\$	952.27	\$	10,474.98
8	330	Distribution/Res/Standpipes	\$ 6,253.33		\$	6,253.33	1.96%	\$	625.33	\$	6,878.66
9	331	Trans/Distr Mains	\$ 35,435.53 (A)	\$ 4,593.50	\$	40,029.03	12.54%	\$	4,002.90	\$	44,031.93
10	333	Services			\$	-	0.00%	\$	-	\$	-
11	334	Meters & Installations	\$ 7,747.32 (B)	\$ 27,789.03	\$	35,536.35	11.14%	\$	3,553.64	\$	39,089.99
12	335	Hydrants	\$ 32,918.50		\$	32,918.50	10.31%	\$	3,291.85	\$	36,210.35
13		Total	\$ 286,753.65	\$ 32,382.53	\$	319,136.18	100.00%	\$	30,413.62	\$	349,549.80

5

14 <u>Proforma Adjustments:</u>

- 15 (A) Maintenance on 7 miles of water mains per signed contract with Utility Services Associates.
- 16 (B) Meter installation & replacement per signed contract with Kiley & Sons:

17	Cost per meter	\$ 212.13
18	Meters Replaced	131.00
19	Total Cost	\$ 27,789.03

Sunlake Estates Utility Existing Water System Calculation of AFUDC

Line # Description 1 No AFUDC or interest during construction was charged in the construction of the original plant 2 or distribution systems.

6

Sunlake Estates Utility
Existing Water System
Projected Accumulated Depreciation & Expense at Year End

	NARUC			Total	Years	PSC Dep	Ac	cumulated	De	epreciation
Line #	Acct. #	Description	F	Plant Costs	In Service	Rate Percent	De	epreciation		Expense
1	Original Sy	rstem Costs								_
2	301	Organization (2013)	\$	15,000.00	0.5	3.85%	\$	288.75	\$	577.50
3	304	Structures & Improvements (2005)	\$	37,398.92	8.5	.3.57%	\$	11,348.70	\$	1,335.14
4	307	Wells & Springs (2006)	\$	24,855.35	7.5	3.70%	\$	6,897.36	\$	919.65
5	310	Power Generation Equipment (2008)	\$	76,251.40	6	5.88%	\$	26,901.49	\$	4,483.58
6	311	Pumping Equipment (2006)	\$	59,358.22	7.5	5.88%	\$	26,176.98	\$	3,490.26
7	320	Water Treatment Equip (2008)	\$	10,474.98	6	5.88%	\$	3,695.57	\$	615.93
8	330	Distribution/Res/Standpipes (2007)	\$	6,878.66	7	3.03%	\$	1,458.96	\$	208.42
9	331	Trans/Distr Mains (2003)	\$	39,438.43	10.5	2.63%	\$	10,890.92	\$	1,037.23
10	331	Trans/Distr Mains (2013)	\$	4,593.50	0.5	2.63%	\$	60.40	\$	120.81
11	333	Services	\$	-	0.5	2.86%	\$	-	\$	-
12	334	Meters & Installations (2004)	\$	11,300.96	10	5.88%	\$	6,644.96	\$	664.50
13	334	Meters & Installations (2013)	\$	27,789.03	0.5	5.88%	\$	817.00	\$	1,633.99
14	335	Hydrants (2008)	\$	36,210.35	5	2.50%	\$	4,526.29	\$	905.26
15		Total	\$	349,549.80			\$	99,707.40	\$	15,992.28

Note (1): Accumulated depreciation through December 31, 2013 was calculated using PSC guideline rates, estimated original costs, and the age of each plant facility.

7

Sunlake Estates Utility Existing Water System Constructed Statement of Operations

					roforma			Proforma	Schedule
Line #	Description		Amount	Ad	ljustments			Amount	Reference
1	Operating Revenue			\$ 1	51,557.04	(A)	\$	151,557.04	
2	Operating Expenses:					_			
3	O&M Expense	\$	105,375.32				\$	105,375.32	B-7
4	Depreciation	\$	15,992.28				\$	15,992.28	B-5
5	Taxes other than Income	\$	3,530.50	\$	6,820.07	(B)	\$	10,350.57	B-8
6	Total Operating Expenses	\$	124,898.10	\$	6,820.07	_	\$	131,718.16	
7	Operating Income (Loss)	\$	(124,898.10)	\$ 1	.44,736.97	_	\$	19,838.88	B-1
8	Rate Base	\$	263,014.31				<u>\$</u>	263,014.31	B-1
9	Rate of Return		-47.49%					7.54%	A-2
10	Proforma Adjustments								
11	(A) Total Revenue Requested to Realize 7.549	% Ra	te of Return				<u>\$</u>	151,557.04	
12	(B) Regulatory Assessment Fees								
13	Total Revenue Requested						\$	151,557.04	
14	RAF Rate							4.50%	
15	Regulatory Assessment Fees						_\$	6,820.07	

8

Sunlake Estates Utility Existing Water System Detail of O&M Expenses

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IV	Α	п	u	·

Line#	Acct. #	Description	Amount
1	615	Purchased Power	\$ 20,315.09
2	618	Chemicals	\$ 4,770.57
3		Contractual Services:	
4	631	Engineering	\$ 1,800.00
6	633	Legal	\$ 1,200.00
7	634	Management Fees (Admin, Accounting, Tax & Customer Service)	\$ 44,945.00
8	634	Management Fees (Operator & Billing Fees)	\$ 10,558.50
9	635	Testing	\$ 5,000.00
10	636	Plant Maintenance	\$ 6,770.57
11	655	Insurance - Property & Liability	\$ 7,515.59
12	675	Miscellaneous	\$ 2,500.00
13		Total Estimated O&M Expense	\$ 105,375.32

9

Note (1): Per estimates based on historical data from 2009-2013

Sunlake Estates Utility Existing Water System Projected Taxes Other Than Income Taxes

			Millage	Projected
Line #	Description	Cost	Rate	Tax
1	Tangible Personal Property (Excludes O	rganization Cost)		
2	Total Projected Cost	\$ 334,549.80		
3	Accumulated Depreciation	\$ (99,707.40)		
4	Estimated Taxable Value	\$ 234,842.40	0.0150335	\$ 3,530.50

Sunlake Estates Utility Existing Water System Rate Computation

			Percent Allocation	Rate Component
Line #	Operation & Maintenance (O&M)		BFC Gallonage	BFC Gallonage
1	Purchased Power	\$ 20,315.09	0.00% 100.00%	\$ - \$ 20,315.09
2	Chemicals	\$ 4,770.57	0.00% 100.00%	\$ - \$ 4,770.57
3	Contractual Services:			
4	Engineering	\$ 1,800.00	25.00% 75.00%	\$ 450.00 \$ 1,350.00
5	Legal	\$ 1,200.00	25.00% 75.00%	\$ 300.00 \$ 900.00
6	Management Fees (Admin, Accounting, Tax & Customer Service)	\$ 44,945.00	25.00% 75.00%	\$ 11,236.25 \$ 33,708.75
7	Management Fees (Operator & Billing Fees)	\$ 10,558.50	25.00% 75.00%	\$ 2,639.63 \$ 7,918.88
8	Testing	\$ 5,000.00	25.00% 75.00%	\$ 1,250.00 \$ 3,750.00
9	Plant Maintenance	\$ 6,770.57	25.00% 75.00%	\$ 1,692.64 \$ 5,077.93
10	Insurance - Property & Liability	\$ 7,515.59	25.00% 75.00%	\$ 1,878.90 \$ 5,636.69
11	Miscellaneous	\$ 2,500.00	25.00% 75.00%	\$ 625.00 \$ 1,875.00
12	Total Estimated O&M Expense	\$ 105,375.32		
13	Depreciation Expense (Net)	\$ 15,992.28	25.00% 75.00%	\$ 3,998.07 \$ 11,994.21
14	Taxes Other than Income			
15	Real Estate & Property Taxes	\$ 3,530.50	25.00% 75.00%	\$ 882.63 \$ 2,647.88
16	Regulatory Assessment Fees	\$ 6,820.07	25.00% 75.00%	\$ 1,705.02 \$ 5,115.05
17		\$ 10,350.57		
18	Operating Income	\$ 19,838.88	0.00% 100.00%	\$ - \$ 19,838.88
19	Total Revenue Requested	\$ 151,557.04		\$ 26,658.13 \$ 124,898.91
20	Number of ERC's at build-out level of operation			526
21	Number of months			12
22	Annual No of Monthy ERC's			6,312
23	Estimated annual gallons sold - thousands			120,940
24	Rates - Base Facility Charge / Gallonage Charge per 1,000 Gallons			\$ 4.22 \$ 1.03
25	Gallonage Charge per 1,000 Gallons (0 - 5,000)			\$ 1.03
26	Gallonage Charge per 1,000 Gallons (5,001 - 7,000)			\$ 1.24
27	Gallonage Charge per 1,000 Gallons (7,001+)			\$ 1.49

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Sunlake Estates Utility Existing Wastewater System Rate Base, Rate of Return and Operating Income

		Schedule	Proforma
Line #	Description	Reference	Balance
1	Utility Plant in Service	C-2	\$ 734,265.59
2	Accumulated Depreciation	C-2	\$ (36,643.33)
3	Total		\$ 697,622.26
4	Allowance For Working Capital (1)	C-7	\$ 14,622.95
5	Rate Base		\$ 712,245.20
6	Rate of Return	A-2	7.54%
7	Operating Income	C-6	\$ 53,723.85

8 Note (1): Based on 12.5% of O&M Expense per schedule C-7

Sunlake Estates Utility Existing Wastewater System Summary of Utility Plant Cost, Accumulated Depreciation and Expense

	NARUC		Original	PSC Dep	D	epreciation	A	ccumulated
Line #	Acct. #	Description	Costs	Rate Percent		Expense	Dep	reciation (C-5)
1	Original	System Costs					' <u>'</u>	
2	351	ORGANIZATION	\$ 15,000.00	4.76%	\$	357.00	\$	714.00
3	354	STRUCTURES & IMPROVEMENTS	\$ 5,885.00	3.70%	\$	2,068.58	\$	217.75
4	355	POWER GENERATION EQUIPMENT	\$ 28,470.93		\$	10,044.54	\$	1,674.09
5	360	COLLECTION SEWERS-FORCE	\$ 15,506.89	3.33%	\$	4,647.41	\$	516.38
6	361	COLLECTION SEWERS-GRAVITY	\$ 103,963.20	2.50%	\$	18,193.56	\$	2,599.08
7	363	SERVICES TO CUSTOMERS	\$ -	2.63%	\$	-	\$	-
8	364	FLOW MEASURING DEVICES	\$ 4,228.59	20.00%	\$	8,880.03	\$	845.72
9	370	RECEIVING WELLS	\$ 72,244.27	4.00%	\$	23,118.17	\$	2,889.77
10	371	PUMPING EQUIPMENT	\$ 108,258.83	5.56%	\$	48,153.53	\$	6,019.19
11	380	TREATMENT/DISP EQUIPMENT	\$ 380,707.89	5.56%	\$	68,018.07	\$	9,069.08
12	381	PLANT SEWERS	\$ 	5.56%	\$	6,049.14	\$	12,098.28
13		Total	\$ 734,265.59		\$	189,530.04	\$	36,643.33

Notes: (1) Organization costs are based on 50% of the total estimated legal, accounting, and engineering costs being incurred to obtain an original PSC Certificate. Such costs have been allocated equally to water & wastewater.

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15

16

Sunlake Estates Utility

Existing Wastewater System

Summary of Projected Utility Plant Cost In Service At Year End

							To	otal Before					
	NARUO		Original		Pro	forma	Pe	rmitting &	Percent Of	Р	ermitting /		Total
Line	# Acct. #	Description	Costs		Adju	stment	Er	ngineering	Total Assets	Engi	neering (10%)	F	lant Costs
1	Origina	l System Costs											
2	351	ORGANIZATION	\$ 15,000.00		\$	-	\$	15,000.00		\$	-	\$	15,000.00
3	354	STRUCTURES & IMPROVEMENTS	\$ 5,350.00		\$	-	\$	5,350.00	0.82%	\$	535.00	\$	5,885.00
4	355	POWER GENERATION EQUIPMENT	\$ 25,882.66		\$	-	\$	25,882.66	3.96%	\$	2,588.27	\$	28,470.93
5	360	COLLECTION SEWERS-FORCE	\$ 14,097.17		\$	-	\$	14,097.17	2.16%	\$	1,409.72	\$	15,506.89
6	361	COLLECTION SEWERS-GRAVITY	\$ 94,512.00		\$	-	\$	94,512.00	14.45%	\$	9,451.20	\$	103,963.20
7	363	SERVICES TO CUSTOMERS	\$ -		\$	-	\$	-	0.00%	\$	-	\$	-
8	364	FLOW MEASURING DEVICES	\$ 3,844.17		\$	-	\$	3,844.17	0.59%	\$	384.42	\$	4,228.59
9	370	RECEIVING WELLS	\$ 65,676.61		\$	-	\$	65,676.61	10.04%	\$	6,567.66	\$	72,244.27
10	371	PUMPING EQUIPMENT	\$ 98,417.12		\$	-	\$	98,417.12	15.05%	\$	9,841.71	\$	108,258.83
1:	380	TREATMENT/DISP EQUIPMENT	\$ 128,503.08	(A)	\$ 217	,595.00	\$:	346,098.08	52.93%	\$	34,609.81	\$	380,707.89
12	381	PLANT SEWERS	\$ -				\$	-	0.00%	\$		\$	-
13	}	Total	\$ 436,282.81	_	\$ 217	,595.00	\$ (653,877.81		\$	65,387.78	\$	734,265.59

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14 <u>Proforma Adjustments:</u>

^{15 (}A) Construction of WWTP including: new aeration, surge, digester, clarifiers, chlorine contact chambers, and effluent dosing chambers per signed contracts 5250 & 5251 with Utility Technicians.

Sunlake Estates Utility Existing Wastewater System Calculation of AFUDC

Line # Description 1 No AFUDC or interest during construction was charged in the construction of the original plant 2 or distribution systems.

Sunlake Estates Utility Existing Wastewater System Projected Accumulated Depreciation and Expense

	NARUC	:		Total	Years	PSC Dep	Ad	cumulated	De	preciation
Line #	Acct. #	Description		Plant Costs	In Service	Rate Percent	D	epreciation		Expense
1	Origina	l System Costs								
2	351	ORGANIZATION	\$	15,000.00	0.5	4.76%	\$	357.00	\$	714.00
4	354	STRUCTURES & IMPROVEMENTS (2004)	\$	5,885.00	9.5	3.70%	\$	2,068.58	\$	217.75
5	355	POWER GENERATION EQUIPMENT (2008)	\$	28,470.93	6.0	5.88%	\$	10,044.54	\$	1,674.09
ຣ	360	COLLECTION SEWERS-FORCE (2005)	\$	15,506.89	9.0	3.33%	\$	4,647.41	\$	516.38
7	361	COLLECTION SEWERS-GRAVITY (2006)	\$	103,963.20	7.0	2.50%	\$	18,193.56	\$	2,599.08
8	363	SERVICES TO CUSTOMERS	\$	-		2.63%	\$	-	\$	-
9	364	FLOW MEASURING DEVICES (2003)	\$	4,228.59	10.5	20.00%	\$	8,880.03	\$	845.72
10	370	RECEIVING WELLS (2006)	\$	72,244.27	8.0	4.00%	\$	23,118.17	\$	2,889.77
11	371	PUMPING EQUIPMENT (2006)	\$	108,258.83	8.0	5.56%	\$	48,153.53	\$	6,019.19
12	380	TREATMENT/DISP EQUIPMENT (2006)	\$	163,112.89	7.5	5.56%	\$	68,018.07	\$	9,069.08
13	380	TREATMENT/DISP EQUIPMENT (2013)	\$	217,595.00	0.5	5.56%	\$	6,049.14	\$	12,098.28
14	381	PLANT SEWERS (2006)	\$_	-		5.56%	\$	-	\$	-
15		Total	\$_	734,265.59			\$	189,530.04	\$	36,643.33

Note (1): Accumulated depreciation through December 31, 2013 was calculated using PSC guideline rates, estimated original costs, and the age of each plant facility.

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Sunlake Estates Utility Existing Wastewater System Constructed Statement of Operations

			Proforma	Proforma	Schedule
Line #	Description	Amount	Adjustments	Amount	Reference
1	Operating Revenue		\$ 225,460.24	(A) \$ 225,460.24	
2	Operating Expenses:				
3	O&M Expense	\$ 116,983.57		\$ 116,983.57	C-7
4	Depreciation	\$ 36,643.33		\$ 36,643.33	C-5
5	Taxes other than Income	\$ 7,963.78	\$ 10,145.71	(B) \$ 18,109.49	C-8
6	Total Operating Expenses	\$ 161,590.68	\$ 10,145.71	\$ 171,736.39	
7	Operating Income (Loss)	\$ (161,590.68)	\$ 215,314.53	\$ 53,723.85	C-1
8	Rate Base	\$ 712,245.20		\$ 712,245.20	C-1
9	Rate of Return	-22.69%		7.54%	A-2
10	Proforma Adjustments				
11	(A) Total Revenue Requested to Realize 7	7.54% Rate of Retu	rn	\$ 225,460.24	
12	(B) Regulatory Assessment Fees				
13	Total Revenue Requested			\$ 225,460.24	
14	RAF Rate			4.50%	
15	Regulatory Assessment Fees			\$ 10,145.71	

Sunlake Estates Utility Existing Water System Detail of O&M Expenses

	D	
А		

15

Line #	Acct. #	Description	 Amount
1	711	Sludge Removal	\$ 22,365.00
2	715	Purchased Power	\$ 9,076.41
3	718	Chemicals	\$ 4,770.57
4		Contractual Services:	
5	731	Engineering	\$ 1,800.00
7	733	Legal	\$ 1,200.00
8	734	Management Fees (Administration, accounting, Tax, and Cust. Serv.)	\$ 44,945.00
9	734	Management Fees (Operator and Billing Fees)	\$ 11,040.43
10	735	Testing	\$ 5,000.00
11	736	Plant Maintenance	\$ 6,770.57
12	755	Insurance - Property, Caualty & Liability	\$ 7,515.59
13	775	Miscellaneous	\$ 2,500.00
14		Total Estimated O&M Expenses	\$ 116,983.57

Note (1): Per estimates based on historical data from 2009-2013.

Sunlake Estates Utility Existing Wastewater System Projected Taxes Other Than Income Taxes

			Millage	Projected
Line #	Description	Cost	Rate	Tax
1	Tangible Personal Property (Excludes	Organization Cost)		
2	Total Projected Cost	\$ 719,265.59		
3	Accumulated Depreciation	\$ (189,530.04)		
4	Estimated Taxable Value	\$ 529,735.55	0.0150335	\$ 7,963.78

Sunlake Estates Utility Existing Wastewater System Rate Computation

			Percent Allocation		Rate Component			
Line#	Operation & Maintenance (O&M)		<u>BFC</u>	<u>Gallonage</u>		BFC	9	<u> allonage</u>
1	Sludge Removal	\$ 22,365.00	0.00%	100.00%	\$	•	\$	22,365.00
2	Purchased Power	\$ 9,076.41	0.00%	100.00%	\$	-	\$	9,076.41
3	Chemicals	\$ 4,770.57	0.00%	100.00%	\$	•	\$	4,770.57
4	Contractual Services:				\$	-	\$	-
5	Engineering	\$ 1,800.00	25.00%	75.00%	\$	450.00	\$	1,350.00
6	Legal	\$ 1,200.00	25.00%	75.00%	\$	300.00	\$	900.00
7	Management Fees (Administration, accounting, Tax, and Cust. Serv.)	\$ 44,945.00	25.00%	75.00%	\$	11,236.25	\$	33,708.75
8	Management Fees (Operator and Billing Fees)	\$ 11,040.43	25.00%	75.00%	\$	2,760.11	\$	8,280.32
9	Testing	\$ 5,000.00	25.00%	75.00%	\$	1,250.00	\$	3,750.00
10	Plant Maintenance	\$ 6,770.57	25.00%	75.00%	\$	1,692.64	\$	5,077.93
11	Insurance - Property, Caualty & Liability	\$ 7,515.59	25.00%	75.00%	\$	1,878.90	\$	5,636.69
12	Miscellaneous	\$ 2,500.00	25.00%	75.00%	\$	625.00	\$	1,875.00
13	Total Estimated O&M Expense	\$ 116,983.57						
14	Depreciation Expense (Net)	\$ 36,643.33	25.00%	75.00%	\$	9,160.83	\$	27,482.50
15	Taxes Other than Income							
16	Real Estate & Property Taxes	\$ 7,963.78	25.00%	75.00%	\$	1,990.94	\$	5,972.83
17	Regulatory Assessment Fees	\$ 10,145.71	25.00%	75.00%	\$	2,536.43	\$	7,609.28
18		\$ 18,109.49			_			
19	Operating Income	\$ 53,723.85	25.00%	75.00%	\$	13,430.96	\$	40,292.89
20	Total Revenue Requested	\$ 225,460.24			\$	47,312.06	\$	178,148.18
21	Number of ERC's at build-out level of operation					502		
22	Number of months					12		
23	Annual No of Monthy ERC's					6,024		
24	Estimated annual gallons sold - thousands (Based on 80% of water sold)					·		96,752
25	Rates - Base Facility Charge / Gallonage Charge per 1,000 Gallons				\$	7.85	\$	1.84

EXHIBIT "C"

SUNLAKE ESTATES - PSC SERVICE AREA

DESCRIPTION:

A portion of Sections 12 and 13, Township 18 South, Range 25 East, being in Lake County, Florida being described as follows:

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of said Section 12, and run N.89°50'56"W, 400.00 feet, for a Point of Beginning; thence, continue, N.89°50'56"W, along said south boundary line 253.58 feet; thence, leaving said south boundary line. N.00°10'35"E.1253.54 feet; thence, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way line of South Em-En-El Grove Road; thence, S.89°48'54"E., along said south right-of-way line, 689.00 feet; thence, continue, S.89°48'54"E., along said south right-of-way line, 95.23 feet to a point of curvature; thence, along said right-ofway line, along said curve to the right, having a radius of 560.19 feet, an arc length of 274.35 feet, a chord length of 271.62 feet and a chord bearing of S.75°47'05"E., thence, S.61°45'16"E., along said south right-of-way line, 100.80 feet; thence, along said south right-of-way line, along a curve to the left, having a radius of 385.00 feet, an arc length of 374.33 feet, a chord length of 359.76 feet and a chord bearing of S.89°36'28"E.; thence, N.62°32'19"E., along said south right-of-way line, 100.00 feet; thence, along said south right-of-way line, along a curve to the right, having a radius of 597.00 feet, an arc length of 288.08 feet, a chord length of 285.29 feet and a chord bearing of N.76°21'42"E.: thence, S.89°48'54"E., along said south right-of-way line, 153.67 feet; thence, S.89°55'13"E., along said south right-of-way line, 1280.81 feet; thence, leaving said south right-of-way line, S.00°06'53"E., along the west right-of-way line of Thomas Boat Landing Road, 1293.73 feet to the south boundary line of said Section 12; thence, continue along said west right-of-way line, S.00°22'13"W., 1007.84 feet to the ordinary high water line of Lake Yale: thence, leaving said west right-of-way line, along the ordinary high water line of Lake Yale, the following nineteen (19) courses; (1) thence, N.69°33'59"W., 58.11 feet; (2) thence, N.86°38'05"W., 24.79 feet; (3) thence, S.80°09'07'W., 49.34 feet; (4) thence, S.59°17'50"W., 105.49 feet; (5) thence, S.51°54'45"W., 56.92 feet; (6) thence, S.53°46'02"W., 48.77 feet; (7) thence, S.49°15'28"W., 59.70 feet; (8) thence, S.58°19'14"W., 75.82 feet; (9) thence, S.47°08'38"W., 41.26 feet; (10) thence, S.55°39'24"W., 51.45 feet; (11) thence, S.62°08'53"W., 111.80 feet; (12) thence, S.64°27'27"W., 55.68 feet; (13) thence, S.52°28'52"W., 58.80 feet; (14) thence, S.55°19'56"W., 58.33 feet; (15) thence, S.53°53'24"W., 53.84 feet; (16) thence, S.46°00'44"W. 53.77 feet; (17) thence, S.50°09'30"W., 58.94 feet; (18) thence, S.46°55'52"W., 20.66 feet; (19) thence, S.72°48'21"W., 32.13 feet; thence, leaving the ordinary high water line of Lake Yale, N.45°14'05"W., 285.56 feet; thence, N.89°47'48"W., 165.69 feet; thence, N.89°51'08"W., 1339.46 feet; thence, N.00°08'20"E., along said west boundary line of the Northeast ¼ of the Northwest ¼ of said Section 13, 992.97 feet; thence, leaving said west boundary line, N.89°52'52"W., 400.00 feet; thence, N.00°08'20"W., 330.65 feet to the Point of Beginning.

AND

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50'56"W., along the south boundary line of Block 57 of the Plat of HIGLEY, as filed in or about April 2, 1884, in the Public Records of Lake County, Florida, 400.00 feet to a point on the west boundary line of the eastern 400 feet of the North ¼ of Block 58 of said Plat of HIGLEY; thence, continue, N.89°50'56"W., along said south boundary line, 253.58 feet, to a point on the east boundary line of the west 674.28 feet of said Block 57; thence, leaving said south boundary line, N.00°10'35"E., along said east boundary line, 1253.54 feet; thence, leaving said east boundary line, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way of South Em-En-El Grove Road; thence, S.89°48'54"E., 689.00 feet; thence, continue, S.89°48'54"E., 375.51 feet for a Point of Beginning; thence, continue, S.89°48'54"E., 508.40 feet to the most easterly corner of said Tract "A"; thence, S.62°32'19"W; thence, along a curve to the right, having a radius of 319.00 feet, an arc length of 310.16 feet, a chord length of 298.08 feet and a chord bearing of N.89°36'28"W.; thence, N.61°45'16"W., 116.97 feet to the Point of Beginning.

AND

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50′56″W., 400.00 feet; thence, continue, N.89°50′56″W., 253.58 feet;; thence, N.00°10′35″E., 1253.54 feet; thence, N.89°48′54″W., 35.87 feet; thence N.00°21′15″W., 75.00 feet to the north right-of-way line of South Em-En-El Grove Road; thence, S.89°48′54″E., along said north right-of-way line, 1116.00 feet for a Point of Beginning; thence, N.00°06′04″E.,500.00 feet; thence, S.89°48′54″E., 900.00 feet; thence, S.89°55′13″E., 1311.80 feet; thence, S.00°06′53″E., 500.00 feet to the northeast corner of the Southwest ¼ of the Southeast ¼ of Section 12, Township 18 South, Range 25 East; thence, leaving said east boundary line, N.89°55′13″W., along the north right-of-way line of South Em-En-El Grove Road, 1313.69 feet; thence, N.89°48′54″W., along said north right-of-way line, 900.00 feet to the Point of Beginning.

EXHIBIT "F"

(To be late-filed)

EXHIBIT "G"

(To be late-filed)

EXHIBIT "H"

(To be late-filed)

EXHIBIT "I"

(Tariffs)

WATER TARIFF

SUNLAKE ESTATES UTILITIES, L.L.C. NAME OF COMPANY

FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

COM	
AFD	
APA	
ECO	
ENG	2
GCL	
IDM	
TEL	
CLK	

WATER TARIFF

SUNLAKE ESTATES UTILITIES, L.L.C. NAME OF COMPANY

380 Park Place, Suite 200

Clearwater, FL 33759

(ADDRESS OF COMPANY)

(727) 451-1037 (Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

DAVID B. LENTZ ISSUING OFFICER

SUNLAKE ESTATES UTILITIES, L.L.C.

ORIGINAL SHEET NO. 2.0

WATER TARIFF

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Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 3.0

Certificate

TERRITORY AUTHORITY

CERTIFICATE NUMBER -	W		
COUNTY - Lake			
COMMISSION ORDER(S)	APPROVING TERR	ITORY SERVED -	
Order Number	Date Issued	Docket Number	Filing Type
PSC-13FOF-WS	//201	13WS	Original

(Continued to Sheet No. 3.1)

DAVID B. LENTZ
ISSUING OFFICER
PRESIDENT
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A portion of Sections 12 and 13, Township 18 South, Range 25 East, being in Lake County, Florida being described as follows:

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of said Section 12. and run N.89°50'56"W, 400.00 feet, for a Point of Beginning; thence, continue, N.89°50'56"W, along said south boundary line 253.58 feet; thence, leaving said south boundary line, N.00°10'35"E.1253.54 feet; thence, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way line of South Em-En-El Grove Road; thence, S.89°48'54"E., along said south right-of-way line, 689.00 feet; thence, continue, S.89°48'54"E., along said south rightof-way line, 95.23 feet to a point of curvature; thence, along said right-of-way line, along said curve to the right, having a radius of 560.19 feet, an arc length of 274.35 feet, a chord length of 271.62 feet and a chord bearing of S.75°47'05"E., thence, S.61°45'16"E., along said south rightof-way line, 100.80 feet; thence, along said south right-of-way line, along a curve to the left, having a radius of 385.00 feet, an arc length of 374.33 feet, a chord length of 359.76 feet and a chord bearing of S.89°36'28"E.; thence, N.62°32'19"E., along said south right-of-way line, 100.00 feet; thence, along said south right-of-way line, along a curve to the right, having a radius of 597.00 feet, an arc length of 288.08 feet, a chord length of 285.29 feet and a chord bearing of N.76°21'42"E.; thence, S.89°48'54"E., along said south right-of-way line, 153.67 feet; thence, S.89°55'13"E., along said south right-of-way line, 1280.81 feet; thence, leaving said south right-of-way line, S.00°06'53"E., along the west right-of-way line of Thomas Boat Landing Road, 1293.73 feet to the south boundary line of said Section 12; thence, continue along said west right-of-way line, S.00°22'13"W., 1007.84 feet to the ordinary high water line of Lake Yale; thence, leaving said west right-of-way line, along the ordinary high water line of Lake Yale, the following nineteen (19) courses; (1) thence, N.69°33'59"W., 58.11 feet; (2) thence, N.86°38'05"W., 24.79 feet; (3) thence, S.80°09'07'W., 49.34 feet; (4) thence, S.59°17'50"W., 105.49 feet; (5) thence, S.51°54'45"W., 56.92 feet; (6) thence, S.53°46'02"W., 48.77 feet; (7) thence, S.49°15'28"W., 59.70 feet; (8) thence, S.58°19'14"W., 75.82 feet; (9) thence, S.47°08'38"W., 41.26 feet; (10) thence, S.55°39'24"W., 51.45 feet; (11) thence, S.62°08'53"W., 111.80 feet; (12) thence, S.64°27'27"W., 55.68 feet; (13) thence, S.52°28'52"W., 58.80 feet; (14) thence, S.55°19'56"W., 58.33 feet; (15) thence, S.53°53'24"W., 53.84 feet; (16) thence, S.46°00'44"W. 53.77 feet; (17) thence, S.50°09'30"W., 58.94 feet; (18) thence, S.46°55'52"W., 20.66 feet; (19) thence, S.72°48'21"W., 32.13 feet; thence, leaving the ordinary high water line of Lake Yale, N.45°14'05"W., 285.56 feet; thence, N.89°47'48"W., 165.69 feet; thence, N.89°51'08"W., 1339.46 feet; thence, N.00°08'20"E., along said west boundary line of the Northeast ¼ of the Northwest ¼ of said Section 13, 992.97 feet; thence, leaving said west boundary line, N.89°52'52"W., 400.00 feet; thence, N.00°08'20"W., 330.65 feet to the Point of Beginning.

(Continued to Sheet No. 3.2)

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 3.2

(Continued from Sheet No. 3.1)

AND

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50'56"W., along the south boundary line of Block 57 of the Plat of HIGLEY, as filed in or about April 2, 1884, in the Public Records of Lake County, Florida, 400.00 feet to a point on the west boundary line of the eastern 400 feet of the North ¼ of Block 58 of said Plat of HIGLEY; thence, continue, N.89°50'56"W., along said south boundary line, 253.58 feet, to a point on the east boundary line of the west 674.28 feet of said Block 57; thence, leaving said south boundary line, N.00°10'35"E., along said east boundary line, 1253.54 feet; thence, leaving said east boundary line, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way of South Em-En-El Grove Road; thence, S.89°48'54"E., 689.00 feet; thence, continue, S.89°48'54"E., 375.51 feet for a Point of Beginning; thence, continue, S.89°48'54"E., 508.40 feet to the most easterly corner of said Tract "A"; thence, S.62°32'19"W; thence, along a curve to the right, having a radius of 319.00 feet, an arc length of 310.16 feet, a chord length of 298.08 feet and a chord bearing of N.89°36'28"W.; thence, N.61°45'16"W., 116.97 feet to the Point of Beginning.

AND

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50′56″W., 400.00 feet; thence, continue, N.89°50′56″W., 253.58 feet,; thence, N.00°10′35″E., 1253.54 feet; thence, N.89°48′54″W., 35.87 feet; thence N.00°21′15″W., 75.00 feet to the north right-of-way line of South Em-En-El Grove Road; thence, S.89°48′54″E., along said north right-of-way line, 1116.00 feet for a Point of Beginning; thence, N.00°06′04″E.,500.00 feet; thence, S.89°48′54″E., 900.00 feet; thence, S.89°55′13″E., 1311.80 feet; thence, S.00°06′53″E., 500.00 feet to the northeast corner of the Southwest ¼ of the Southeast ¼ of Section 12, Township 18 South, Range 25 East; thence, leaving said east boundary line, N.89°55′13″W., along the north right-of-way line of South Em-En-El Grove Road, 1313.69 feet; thence, N.89°48′54″W., along said north right-of-way line, 900.00 feet to the Point of Beginning.

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 4.0

COMMUNITIES SERVED LISTING

County

Development

Rate Schedule(s)

<u>Name</u>

<u>Name</u>

<u>Available</u>

Sheets No.

Lake

Sunlake Estates

GS/RS

12.0, and 13.0,

DAVID B. LENTZ ISSUING OFFICER

PRESIDENT

TITLE

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 Sunlake Estates Utilities, L.L.C.
- 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 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 <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)

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 5.1

(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 "TERRITORY" The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

DAVID B. LENTZ ISSUING OFFICER

SUNLAKE ESTATES UTILITIES, L.L.C. ORIGINAL SHEET NO. 6.0 WATER TARIFF

INDEX OF RULES AND REGULATIONS

	Sheet Number:	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)		

(Continued to Sheet No. 6.1)

DAVID B. LENTZ **ISSUING OFFICER**

ORIGINAL SHEET NO. 6.1

(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

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 7.0

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 TYPE AND MAINTENANCE In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <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)

DAVID B. LENTZ ISSUING OFFICER

PRESIDENT

TITLE

ORIGINAL SHEET NO. 8.0

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

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

(Continued on Sheet No. 9.0)

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 9.0

SUNLAKE ESTATES UTILITIES, L.L.C. 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)

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 10.0

(Continued from Sheet No. 9.0)

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

DAVID B. LENTZ ISSUING OFFICER

INDEX OF RATES AND CHARGES SCHEDULES

	Sheet	Number
Customer Deposits		15.0
General Service, GS		12.0
Late Payment		17.1
Meter Tampering		17.1
Meter Test Deposit		16.0
Miscellaneous Service Charges		17.0
Multi-Residential Service, MS		14.0
Residential Service, RS		13.0
Returned Check Charge	•••••	17.1
Service Availability Fees and Charges		18.0
Unauthorized Use Charge		17 1

DAVID B. LENTZ ISSUING OFFICER

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY -	Available throughout the area served by the Company.		
APPLICABILITY -	For water service to all Customers for which no other schedule applies.		
LIMITATIONS -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.		
BILLING PERIOD -	Monthly		
RATE –	Meter Sizes	Base Fac	cility Charge
	5/8" x 3/4" 1" 1 1/2" 2" 3" 4" 6" Gallonage Charge (Per 1,000 gallons) 0-5,000 gallons 5,001-7,000 gallons Over 7,000 gallons	***	4.22 10.55 21.10 33.76 63.30 105.50 211.00 1.03 1.24 1.49
MINIMUM CHARGE -	Base Facility Charge		
TERMS OF PAYMENT –	Bills are due and payable when render 25-30.320, Florida Administrative delinquent in paying the bill for water s discontinued.	Code, if	a Customer is

EFFECTIVE DATE –, 2013

TYPE OF FILING – Grandfather Certificate

DAVID B. LENTZ ISSUING OFFICER

PRESIDENT	
TITLE	

ORIGINAL SHEET NO. 13.0

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY –	Available throughout the area served	by the Company.
APPLICABILITY -	For water service for all purposes in private residences and individually metered apartment units.	
LIMITATIONS -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.	
BILLING PERIOD -	Quarterly	
RATE –	Monthly	
	Meter Sizes	Base Facility Charge
	All Meter Size	\$ 4.22
	Gallonage Charge (Per 1,000 gallons 0-5,000 gallons 5,001-7,000 gallons Over 7,000 gallons	\$ 1.03 \$ 1.24 \$ 1.49
MINIMUM CHARGE -	Base Facility Charge	
TERMS OF PAYMENT –	Bills are due and payable when rende 25-30.320, Florida Administrative delinquent in paying the bill for water discontinued.	Code, if a Customer is
EFFECTIVE DATE	, 2013	
TYPE OF FILING – Grandfa	ther Certificate	

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 14.0

RATE SCHEDULE

HELD FOR FUTURE USE

EFFECTIVE DATE - ______, 2013

TYPE OF FILING - Grandfather Certificate

DAVID B. LENTZ ISSUING OFFICER

PRESIDENT

CUSTOMER DEPOSITS

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

size:	unt of initial deposit sna	all be the follow	ing according to meter
	Residential	General Servi	<u>ce</u>
5/8" x 3/4" 1" 1 1/2" Over 2"	<u>N/A</u>		
ADDITIONAL DEPOSIT - Under Rumay require a new deposit, where porder to secure payment of current l	reviously waived or ref		
INTEREST ON DEPOSIT - The CorRules 25-30.311(4) and (4a). The Caccount during the month of N/A	company will pay or cre		
REFUND OF DEPOSIT - After a reserved and has had continuous served Customer's deposit provided the Customer's deposit provided. The Coafter a continuous service period of Customer's deposit pursuant to Rule	vice for a period of 23 r istomer has met the re- ompany may hold the o 23 months and shall p	nonths, the Cor quirements of F deposit of a nor ay interest on t	mpany shall refund the Rule 25-30.311(5), n-residential Customer he non-residential
Nothing in this rule shall prohibit the 23 months.	Company from refund	ling a Custome	r's deposit in less than
EFFECTIVE DATE – TYPE OF FILING – Grandfather Ce	-		
- Grandianiei Ce	imoate		DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 16.0

METER TEST DEPOSIT

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

METER SIZE	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	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	–, 2013
TYPE OF FILING -	Grandfather Certificate

DAVID B.	LENTZ
ISSUING	OFFICER

PRESID	ENT	
TITLE	_	

MISCELLANEOUS SERVICE CHARGES

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

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

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

<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.

Schedule of Miscellaneous Service Charges

	Normal Business Hours	After Hours
Initial Connection Fee	\$20.00	\$40.00
Normal Reconnection Fee	\$20.00	\$40.00
Violation Reconnection Fee	\$20.00	\$40.00
Premises Visit Fee (in lieu of disconnection)	\$20.00	\$40.00

(Continued on Sheet No. 17.1)

<u>EFFECTIVE DATE</u> – ______, 2013

TYPE OF FILING - Grandfather Certificate

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 17.1

(Continued from Sheet No. 17.0)

RETURNED	CHECK	CHARGE
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\$50.00 or less \$25.00 \$50.01 to \$300.00 \$30.00 \$300.01 and above \$40.00

LATE PAYMENT

Late Payment Fee \$5.00

<u>EFFECTIVE DATE</u> – _____, 2013

TYPE OF FILING – Original Certificate

DAVID B. LENTZ ISSUING OFFICER

SUNLAKE ESTATES UTILITIES, L.L.C. ORIGINAL SHEET NO. 18.0 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES .

		Refer to Service Availability Policy
Description	<u>Amount</u>	Sheet No./Rule No.
Back-Flow Preventor Installation Fee	•	
5/8" x 3/4"	\$ \$ \$	
1"	\$	
1 1/2"	\$	
2"	\$ _	
Over 2"	\$ ¹	
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	
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	Ψ C	
· · ·	\$ \$ \$ ¹	
Inspection Fee	Φ	
	œ	
Residential-per ERC (GPD)	\$ \$	
All others-per gallon	Þ	
or	•	
Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
Meter Installation Fee		
5/8" x 3/4"	\$250.00	
1"	\$	
1 1/2"	\$	
2"	\$ \$ \$ \$ ¹	
Over 2"	\$ ¹	
Plan Review Charge	\$ ¹	
Plant Capacity Charge		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
System Capacity Charge	•	
Residential-per ERC (350 GPD)	\$	
All others-per gallon	\$	
¹ Actual Cost is equal to the total cost incurred for services ren		
Totals Cost is equal to the total cost incurred for selfices fell	idolou.	
<u>EFFECTIVE DATE</u> –, 2013		
TYPE OF FILING – Original Certificate		

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 19.0

INDEX OF STANDARD FORMS

Description	Sheet No.
APPLICATION FOR METER INSTALLATION	. 22.0
APPLICATION FOR WATER SERVICE	. 21.0
COPY OF CUSTOMER'S BILL	. 23.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	. 20.0

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 21.0

APPLICATION FOR WATER SERVICE

NOT APPLICABLE

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 22.0

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 23.0

COPY OF CUSTOMER'S BILL

DAVID B. LENTZ ISSUING OFFICER

WASTEWATER TARIFF

SUNLAKE ESTATES UTILITIES, L.L.C. NAME OF COMPANY

FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

COM	
AFD	
APA	
ECO	
END	2
GCL	
PDM	
TEL	
CLK	

WASTEWATER TARIFF

SUNLAKE ESTATES UTILITIES, L.L.C.
NAME OF COMPANY
380 Park Place, Suite 200
Clearwater, FL 33759
•
(ADDRESS OF COMPANY)
(1.221.200 01 00.00 7,000)
(727) 451-1037
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

DAVID B. LENTZ ISSUING OFFICER

SUNLAKE ESTATES UTILITIES, L.L.C.

ORIGINAL SHEET NO. 2.0

WASTEWATER TARIFF

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Territory Authority	3.0

DAVID B. LENTZ ISSUING OFFICER

SUNLAKE ESTATES UTILITIES, L.L.C. ORIGINAL SHEET NO. 3.0 WASTEWATER TARIFF

TERRITORY AUTHORITY

<u>CERTIFICATE NUMBER</u> – ___-S

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Docket Number</u> <u>Filing Type</u> Order Number Date Issued PSC-13-____-FOF-WS __/__/201_ 13____-WS Original Certificate

(Continued to Sheet No. 3.1)

DAVID B. LENTZ **ISSUING OFFICER**

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A portion of Sections 12 and 13, Township 18 South, Range 25 East, being in Lake County, Florida being described as follows:

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of said Section 12, and run N.89°50'56"W, 400.00 feet, for a Point of Beginning; thence, continue, N.89°50'56"W, along said south boundary line 253.58 feet; thence, leaving said south boundary line, N.00°10'35"E.1253.54 feet; thence, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way line of South Em-En-El Grove Road; thence, S.89°48'54"E., along said south right-of-way line, 689.00 feet; thence, continue, S.89°48'54"E., along said south rightof-way line, 95.23 feet to a point of curvature; thence, along said right-of-way line, along said curve to the right, having a radius of 560.19 feet, an arc length of 274.35 feet, a chord length of 271.62 feet and a chord bearing of S.75°47'05"E., thence, S.61°45'16"E., along said south rightof-way line, 100.80 feet; thence, along said south right-of-way line, along a curve to the left, having a radius of 385.00 feet, an arc length of 374.33 feet, a chord length of 359.76 feet and a chord bearing of S.89°36'28"E.: thence, N.62°32'19"E., along said south right-of-way line. 100.00 feet; thence, along said south right-of-way line, along a curve to the right, having a radius of 597.00 feet, an arc length of 288.08 feet, a chord length of 285.29 feet and a chord bearing of N.76°21'42"E.; thence, S.89°48'54"E., along said south right-of-way line, 153.67 feet; thence, S.89°55'13"E., along said south right-of-way line, 1280.81 feet; thence, leaving said south right-of-way line, S.00°06'53"E., along the west right-of-way line of Thomas Boat Landing Road, 1293.73 feet to the south boundary line of said Section 12; thence, continue along said west right-of-way line, S.00°22'13"W., 1007.84 feet to the ordinary high water line of Lake Yale; thence. leaving said west right-of-way line, along the ordinary high water line of Lake Yale, the following nineteen (19) courses; (1) thence, N.69°33'59"W., 58.11 feet; (2) thence, N.86°38'05"W., 24.79 feet; (3) thence, S.80°09'07'W., 49.34 feet; (4) thence, S.59°17'50"W., 105.49 feet; (5) thence, S.51°54'45"W., 56.92 feet; (6) thence, S.53°46'02"W., 48.77 feet; (7) thence, S.49°15'28"W., 59.70 feet; (8) thence, S.58°19'14"W., 75.82 feet; (9) thence, S.47°08'38"W., 41.26 feet; (10) thence, S.55°39'24"W., 51.45 feet; (11) thence, S.62°08'53"W., 111.80 feet; (12) thence, S.64°27'27"W., 55.68 feet; (13) thence, S.52°28'52"W., 58.80 feet; (14) thence, S.55°19'56"W., 58.33 feet; (15) thence, S.53°53'24"W., 53.84 feet; (16) thence, S.46°00'44"W. 53.77 feet; (17) thence, S.50°09'30"W., 58.94 feet; (18) thence, S.46°55'52"W., 20.66 feet; (19) thence, S.72°48'21"W., 32.13 feet; thence, leaving the ordinary high water line of Lake Yale. N.45°14'05"W.. 285.56 feet; thence, N.89°47'48"W.. 165.69 feet; thence, N.89°51'08"W., 1339.46 feet; thence, N.00°08'20"E., along said west boundary line of the Northeast ¼ of the Northwest ¼ of said Section 13, 992.97 feet; thence, leaving said west boundary line, N.89°52'52"W., 400.00 feet; thence, N.00°08'20"W., 330.65 feet to the Point of Beginning.

> DAVID B. LENTZ ISSUING OFFICER

President

(Continued to Sheet No. 3.2) SUNLAKE ESTATES UTILITIES, L.L.C. WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.2

(Continued from Sheet No. 3.1)

AND

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50′56″W., along the south boundary line of Block 57 of the Plat of HIGLEY, as filed in or about April 2, 1884, in the Public Records of Lake County, Florida, 400.00 feet to a point on the west boundary line of the eastern 400 feet of the North ¼ of Block 58 of said Plat of HIGLEY; thence, continue, N.89°50′56″W., along said south boundary line, 253.58 feet,

to a point on the east boundary line of the west 674.28 feet of said Block 57; thence, leaving said south boundary line, N.00°10'35"E., along said east boundary line, 1253.54 feet; thence, leaving said east boundary line, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way of South Em-En-El Grove Road; thence, S.89°48'54"E., 689.00 feet; thence, continue, S.89°48'54"E., 375.51 feet for a Point of Beginning; thence, continue, S.89°48'54"E., 508.40 feet to the most easterly corner of said Tract "A"; thence, S.62°32'19"W; thence, along a curve to the right, having a radius of 319.00 feet, an arc length of 310.16 feet, a chord length of 298.08 feet and a chord bearing of N.89°36'28"W.; thence, N.61°45'16"W., 116.97 feet to the Point of Beginning.

AND

Commence at the southwest corner of the Southeast ¼ of the Southwest ¼ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50′56″W., 400.00 feet; thence, continue, N.89°50′56″W., 253.58 feet,; thence, N.00°10′35″E., 1253.54 feet; thence, N.89°48′54″W., 35.87 feet; thence N.00°21′15″W., 75.00 feet to the north right-of-way line of South Em-En-El Grove Road; thence, S.89°48′54″E., along said north right-of-way line, 1116.00 feet for a Point of Beginning; thence, N.00°06′04″E.,500.00 feet; thence, S.89°48′54″E., 900.00 feet; thence, S.89°55′13″E., 1311.80 feet; thence, S.00°06′53″E., 500.00 feet to the northeast corner of the Southwest ¼ of the Southeast ¼ of Section 12, Township 18 South, Range 25 East; thence, leaving said east boundary line, N.89°55′13″W., along the north right-of-way line of South Em-En-El Grove Road, 1313.69 feet; thence, N.89°48′54″W., along said north right-of-way line, 900.00 feet to the Point of Beginning.

DAVID B. LENTZ ISSUING OFFICER

<u>President</u>

ORIGINAL SHEET NO. 4.0

COMMUNITIES SERVED LISTING

County Name Development Available Rate Schedule(s)

Sheet No.

Lake

Sunlake Estates

GS/RS

12.0 and 13.0

<u>DAVID B. LENTZ</u> ISSUING OFFICER

President

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

DAVID B. LENTZ ISSUING OFFICER

<u>President</u>

ORIGINAL SHEET NO. 5.1

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

DAVID B. LENTZ ISSUING OFFICER

<u>President</u>

INDEX OF RULES AND REGULATIONS

	Sheet Number:	Rule <u>Number</u> :
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Applications by Agents	. 7.0	4.0
Change of Customer's Installation	. 8.0	10.0
Continuity of Service	. 8.0	8.0
Customer Billing	. 9.0	15.0
Delinquent Bills	. 10.0	17.0
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Filing of Contracts	10.0	21.0
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(Continued to Sheet No. 6.1)

DAVID B. LENTZ ISSUING OFFICER

President	
TITLE	

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	14.0
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Type and Maintenance	7.0	7.0
Unauthorized Connections – Wastewater	10.0	19.0

DAVID B. LENTZ ISSUING OFFICER

President

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)

DAVID B. LENTZ ISSUING OFFICER

<u>President</u>

ORIGINAL SHEET NO. 8.0

(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 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> 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)

DAVID B. LENTZ ISSUING OFFICER

<u>President</u> TITLE (Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 <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)

DAVID B. LENTZ ISSUING OFFICER

President

ORIGINAL SHEET NO. 10.0

(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.
- 23.0 <u>INSPECTION FEES</u> Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility shall charge an inspection of facilities constructed by Developer. Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.
- 24.0 GUARANTEED REVENUES Not less than ten (10) days before the day upon which a Developer's on-site wastewater system is accepted by the Utility or twelve (12) months from date of Developer's Agreement and each month thereafter until all plant capacity reserved for the Developer is serving a Customer. Developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of wastewater service for each equivalent residential connection to be served which in not active, and for which no connection fee has been prepaid to the Utility. As Customers, as defined by Rules and Regulations of the tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each Customer so added.

DAVID B. LENTZ ISSUING OFFICER

<u>President</u>

ORIGINAL SHEET NO. 11.0

INDEX OF RATES AND CHARGES SCHEDULES

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Residential Service, RS	13.0
Reuse Water Service	15.0
Service Availability Fees and Charges	18.0

DAVID B. LENTZ ISSUING OFFICER

President

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY -	Available throughout the area served by the Company.		
APPLICABILITY -	For wastewater service to all Custo schedule applies.	mers for	which no other
LIMITATIONS -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.		
BILLING PERIOD -	Monthly		
RATE -	Meter Size Base Facility Charge		
	5/8" x 3/4"	\$	7.85
	1"		19.63
	1 1/2"	\$	39.27
	2"	\$	62.83
	3"	\$	117.81
	4"	\$ \$ \$ \$ \$ \$ \$	196.35
	6"	\$	392.70
	Gallonage Charge (per 1,000 gallons)	\$	1.84
MINIMUM CHARGE -	Base Facility Charge		
TERMS OF PAYMENT –	Bills are due and payable when rend Rule 25-30.320, Florida Administrativ delinquent in paying the bill for waster then be discontinued.	e Code, if	a Customer is
EFFECTIVE DATE –	, 2013		
TYPE OF FILING – Original	Certificate		
THE OF TIERRO - Original Octumbate			

<u>DAVID B. LENTZ</u> ISSUING OFFICER

President	
TITLE	

ORIGINAL SHEET NO. 13.0

SUNLAKE ESTATES UTILITIES, L.L.C. WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY –	Available throughout the area served by the Company.			
APPLICABILITY -	For wastewater service for all purposes in private residences and individually metered apartment units.			
LIMITATIONS -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.			
BILLING PERIOD -	Monthly			
RATE –	Meter Size	Base Facility Charge		
	All Meter Sizes		\$	7.85
	Gallonage Charge per 1,000 gallons (0-8,000 gallons)	5	\$	1.84
MINIMUM CHARGE -	Base Facility Charge			4
TERMS OF PAYMENT –	Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.			

EFFECTIVE DATE -	
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TYPE OF FILING - Original Certificate

DAVID B. LENTZ ISSUING OFFICER

President	
TITLE	

ORIGINAL SHEET NO. 14.0

RATE SCHEDULE

HELD FOR FUTURE USE

DAVID B. LENTZ ISSUING OFFICER

<u>President</u>

ORIGINAL SHEET NO. 15.0

RATE SCHEDULE

HELD FOR FUTURE USE

DAVID B. LENTZ ISSUING OFFICER

President

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.

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

	Residential	General Service
5/8" x 3/4"	Estimated Charg	ge for service for 2 billing periods
1"	Estimated Charg	ge for service for 2 billing periods
1 1/2"	Estimated Charg	ge for service for 2 billing periods
Over 2"	Estimated Charg	ge for service for 2 billing periods

<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 Customer's once 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.

<u>EFFECTIVE DATE</u> –, 2013	}
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President	
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MISCELLANEOUS SERVICE CHARGES

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

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

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

<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.

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

Schedule of Miscellaneous Service Charges

	Normal Business Hours	After Hours
Initial Connection Fee	\$21.00	\$42.00
Normal Reconnection Fee	\$21.00	\$42.00
Violation Reconnection Fee	Actual Cost ¹	Actual Cost ¹
Premises Visit Fee (in lieu of disconnection)	\$21.00	\$42.00

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

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> DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 17.1

(Continued from Sheet No. 17.0)

RETU	JRNE	D CHEC	K CHAI	RGE

\$50.00 or less	\$25.00
\$50.01 to \$300.00	\$30.00
\$300.01 and above	\$40.00

LATE PAYMENT Late Payment Fee

ate Payment Fee \$5.00

DAVID B. LENTZ ISSUING OFFICER

President

ORIGINAL SHEET NO. 18.0

President TITLE

SERVICE AVAILABILITY FEES AND CHARGES

Description	Amount	Refer to Service Availability Policy Sheet No./Rule No.
Description Rock Flow Proventor Installation Foo	<u>Amount</u>	Sheet inc./Rule inc.
Back-Flow Preventor Installation Fee 5/8" x 3/4"	c	
1"	\$ \$ \$ \$	
1 1/2"	Φ Φ	
	Φ	
2"	\$ \$	
Over 2"	Ф	
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	\$ Actual Cost ¹	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:	_	
Residential-per ERC/month (190GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		•
Residential-per ERC/month (190GPD)	\$	
All others-per gallon/month	\$	
Inspection Fee	\$ Actual Cost ¹	
Main Extension Charge		
Residential-per ERC (190GPD)	\$	
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"	\$	
Plan Review Charge	\$ Actual Cost ¹	
Plant Capacity Charge	·	
Residential-per ERC (190GPD)	\$	
All others-per gallon	\$	
System Capacity Charge	·	
Residential-per ERC (350 GPD)	\$	
All others-per gallon	\$	
	•	
¹ Actual Cost is equal to the total cost incurred for services rer	ndered.	
<u>EFFECTIVE DATE</u> –		
TYPE OF FILING -Original Certificate		
		<u>D B. LENTZ</u> ING OFFICER

ORIGINAL SHEET NO. 19.0

INDEX OF STANDARD FORMS

Description	Sheet No.
APPLICATION FOR WASTEWATER SERVICE	. 21.0
COPY OF CUSTOMER'S BILL	. 22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	. 20.0

DAVID B. LENTZ ISSUING OFFICER

ORIGINAL SHEET NO. 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

DAVID B. LENTZ ISSUING OFFICER

President

ORIGINAL SHEET NO. 21.0

APPLICATION FOR WASTEWATER SERVICE

DAVID B. LENTZ ISSUING OFFICER

President

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

DAVID B. LENTZ ISSUING OFFICER

President