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Craig B. Hill
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May 9, 2014

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Via Federal Express

RECEIVED-FPSC
14 MAY 12 PM 12:50
COMMISSION
CLERK

RE: Docket No. 140038-SU – Application for transfer of majority organizational control of Crooked Lake Park Sewerage Company (the “Corporation”) in Polk County, and for name change on Certificate No. 517-S to Glenbrook Properties, LLC, a Florida limited liability company (“Glenbrook”)
Crooked Lake Park Sewerage Company – Wastewater Certificate No. 013038, Lake Wales, Polk County, Florida (the “Facility”)

Dear Mr. Vickery:

This firm represents the Corporation and Glenbrook. This correspondence is sent in response to your correspondence dated April 8, 2014, pursuant to which the Commission staff requested that the Corporation, as the applicant, address certain deficiencies in the above-reference application. Accordingly, the Corporation’s responses are as set forth below (the numbering of which aligns with that in your correspondence dated April 8, 2014).

1. I believe that for some reason the Corporation was under the impression that the notices were not required or applicable under the circumstances. However, we were able to confirm and clarify said issue pursuant to my telephone conversation on May 8, 2014 with attorney Caroline Klancke. As such, enclosed is a draft notice regarding the transfer of majority organizational control. It is our understanding that such draft notice will be reviewed and edited, as necessary, and that the Commission will thereafter provide us with the final version of the notice, along with the list of the entities that need to be noticed.
2. The transfer is in the best interest of the public, and specifically those parties and individuals serviced by the Corporation and the Facility. As was set forth in Exhibit “A” to the application, the Corporation currently serves two mobile home parks which rely solely on the Facility. The Corporation’s Manager, Louis F. Garrard V, has multiple years of experience and project management with respect to projects and operations similar to the Facility. It is my understanding that the prior owner, Kenneth J. Knowlton, was in poor health and was also confronted with loan violation matters and the prospect of losing the mobile home park, along with the Facility, and as such, my client agreed to step in and Glenbrook purchased one hundred percent (100%) of the issued and

outstanding stock of the Corporation. The Corporation immediately took action to replace the pumps and commenced the process for plans to upgrade the Facility in order to improve the functionality thereof. Furthermore, the Corporation diligently took all of the requisite steps and measures in pursuing the issuance of an operating permit, which Permit No. FLA013038 was issued by the Florida Department of Environmental Protection (the "DEP") on July 31, 2013. Glenbrook, as the buyer, has the financial ability to provide service, and it desires and intends to fulfill the applicable commitments, obligations and representations of the seller with regard to utility matters. We have been in ongoing communication with the DEP's counsel and we have exchanged a proposed settlement agreement (which we are optimistic will be finalized and executed in short order), which will release the Corporation and will conclude any and all outstanding matters with the DEP, such as any and all DEP Notices of Violations and/or Consent Orders, arising out of or in connection with that certain Final Judgment, Case No. 2006-CA-2084, entered against the Corporation on July 9, 2008, as recorded in Official Records Book 7706, Page 9, and Official Records Book 7676, Page 1291, both in the Public Records of Polk County, Florida (the "Judgment"). The Judgment arose out of and relates to the seller's/prior owner's ownership and operation (or lack thereof) of the Facility.

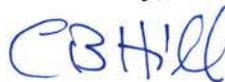
3. As of the date hereof, an affiliate(s) of the Corporation and/or Glenbrook has provided funding to the Corporation in the sum of approximately \$150,000.00 to \$200,000.00, including in connection with costs for the necessary repairs and upgrades to the Facility. Furthermore, the Corporation contemplates upon the resolution of the outstanding issues that it will obtain additional funding, likely in the form of conventional financing from an institutional lender.
4. Please see the commentary in answer 2 above, specifically with respect to the action taken by the Corporation, including with respect to the DEP.
5. Glenbrook owns one hundred percent (100%) of the issued and outstanding stock of the Corporation. A copy of the Stock Purchase Agreement was included as Exhibit "B" to the application. Additionally, a title insurance commitment was included as Exhibit "I" to the application. Upon Glenbrook's purchase of the stock of the Corporation, the title insurance policy enclosed as Exhibit "I" hereto was issued to the Corporation (with such title insurance policy being issued pursuant to said title insurance commitment), which title insurance policy evidences and insures the Corporation's ownership and title to the subject property upon which the Facility is located. Further, enclosed as Exhibit "L" hereto is Stock Certificate No. 11 of the Corporation evidencing Glenbrook's ownership of thirty (30) shares of the stock of the Corporation, which is all of the issued and outstanding stock of the Corporation. As set forth herein, the Corporation is the record owner of the subject property upon which the Facility is located.

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6. Enclosed as Exhibit "J" hereto are the tariff sheets/documentation in my possession as provided to me by my client. Please advise if you are looking for some different documentation regarding the tariff sheets.
7. The Corporation has made a good faith effort to locate Certificate No. 517-S, but has been unable to obtain such Certificate following a reasonable search.

Should you have any questions or comments, please do not hesitate to contact me. We look forward to working with the Commission in finalizing the application and concluding the transfer matters. Thank you in advance for your attention to and assistance with this matter.

Sincerely,

A handwritten signature in blue ink that reads "CB Hill". The letters are stylized and cursive.

Craig B. Hill

cc: Caroline M. Klancke, Senior Attorney, Florida Public Service Commission (Via E-Mail to cklancke@psc.state.fl.us); Client

Enclosures (as noted)

DRAFT 5/9/14

NOTICE OF APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

Notice is hereby given on the _____ day of _____, 2014, pursuant to Rule 25-30.030, F.A.C., of the application for transfer of majority organizational control of Crooked Lake Park Sewerage Company, a Florida corporation, from Kenneth J. Knowlton to Glenbrook Properties, LLC, a Florida limited liability company, providing service to the following described territory located in Section 35, Township 30 South, Range 27 East, Polk County, Florida, as more particularly described as follows:

Tract #1:

Lot X, Block H of Crooked Lake Park, Tract Number Four, according to plat thereof recorded in Plat Book 42, page 13, public records of Polk County, Florida.

Tract #2:

Begin at Southwest corner of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ section 35, Township 30 South, Range 27 East, Polk County Florida. West along the West line of the said North one-half of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ 300 feet; thence East 249.93 feet; East parallel to the West line of the said North one-half of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ to a point of the South line of the said North one-half of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence West along said South line 249.93 feet to the point of the beginning.

Tract #3:

The South 55 feet of the East 80 feet of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 30 South, Range 27 East, Polk County, Florida.

[NOTE – NEED TO FURTHER REVIEW AND CONFIRM THE LEGAL DESCRIPTION OF “THE TERRITORY TO BE REQUESTED IN THE APPLICATION”. I BELIEVE THE FOREGOING IS THE LEGAL DESCRIPTION ONLY FOR THE LOCATION OF THE FACILITY – CRAIG HILL]

Any objections to the said application must be made in writing and filed with the Director, Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850, no later than (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Crooked Lake Park Sewerage Company
5578 Commercial Blvd.
Winter Haven, FL 33880

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8084203

Date of Policy:
November 18, 2012 @ 11:00 PM

Agent's File Reference:
11147-0001

Amount of Insurance: \$35,000.00

Premium: \$201.25

Address Reference: Canal Drive, Lake Wales, FL 33859

1. Name of Insured: CROOKED LAKE PARK SEWERAGE COMPANY, a Florida corporation
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded in Official Records Book 2637, Page 1598, and instrument recorded Official Records Book 1450, Page 1052 and instrument recorded in Official Records Book 1284 Page 875 of the Public Records of Polk County, Florida.
3. Title is vested in: CROOKED LAKE PARK SEWERAGE COMPANY, a Florida corporation
4. The Land referred to in this policy is described as follows:

Tract #1:

Lot X, Block "H" of CROOKED LAKE PARK, TRACT NUMBER FOUR, according to plat thereof recorded in Plat Book 42, Page 13, public records of Polk County, Florida.

Tract #2:

Begin at the Southwest corner of the North 1/2 of the NE 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida, thence North 0°18'30" West along the West line of the said North one-half of the NE 1/4 of the NE 1/4 300 feet; thence East 249.93 feet; thence South 0°18' 30" East parallel to the West line of the said North one-half of the NE 1/4 of the NE 1/4 to a point on the South line

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 8219

Issuing Agent:

STRAUGHN & TURNER, P.A.
P.O. Box 2295
Winter Haven, FL 33883


Agent's Signature

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A (Continued)

Policy No.:
OF6-8084203

Agent's File Reference:
11147-0001

of the said North one-half of the NE 1/4 of the NE 1/4; thence West along said South line 249.93 feet to the point of beginning.

Tract #3:

The South 55 feet of the East 80 feet of the NE 1/4 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida.

Old Republic National Title Insurance Company

OWNER'S POLICY

Schedule B

Policy No.:
OF6-8084203

Agent's File Reference:
11147-0001

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. Easement to Florida Power Corporation recorded in O.R. Book 1150, Page 208, and O.R. Book 1381, Page 77 Public Records of Polk County, Florida.
4. All matters contained on the Plat of Crooked lake Park Tract Number 4, as recorded in Plat Book 42, Page 13, Public Records of Polk County, Florida.
5. Final Judgment in favor of the State of Florida Department of Environmental Protection, a certified copy of which was recorded August 26, 2008 in O.R. Book 07706, Page 0009, Public Records of Polk County, Florida.
6. Subject to matters as shown on survey prepared by Polk Land Surveying, Inc. having a Project Number of PLS-127-12-Sewage and a Field Work Date of August 29, 2012.
7. Any outstanding legal and equitable interests or liens now or hereafter attaching of which no notice has been filed among the official records of Polk County, Florida, as of the effective date hereof.

Old Republic National Title Insurance Company

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have Joint Marketing Agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

I. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured.

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks,

tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(i) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National
Title Insurance Company**

OWNER'S
TITLE INSURANCE
POLICY



For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

EXHIBIT "J"

WASTEWATER TARIFF

CROOKED LAKE PARK SEWERAGE COMPANY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998

Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

WASTEWATER TARIFF

Crooked Lake Park Sewerage Company
NAME OF COMPANY

227 Caloosa Lake Circle North

Lake Wales, Florida 33853

(ADDRESS OF COMPANY)

(941) 638-3117
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Kenneth J. Knowlton
ISSUING OFFICER
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

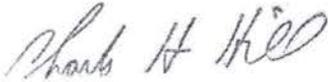
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DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

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Kenneth J. Knowlton
ISSUING OFFICER
President
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FLORIDA PUBLIC SERVICE COMMISSION

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Charles H. Hill

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DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 517-S

COUNTY - Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-98-1247-FOF-SU	September 21, 1998	961478-SU	Grandfather Certificate

(Continued to Sheet No. 3.1)

Kenneth J. Knowlton
ISSUING OFFICER
President
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FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

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Charles H. Hill

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DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDPOLK COUNTY
WASTEWATER SERVICE AREA

Parcels or tracts of land situated, lying and being in Township 30 South, Range 27 East, Polk County, Florida, and more particularly described as follows:

1. The Southeast 1/4 of the Southeast 1/4 of Section 26; AND
2. The North 1/2 of the Northeast 1/4 of Section 35, less and except that portion West of State Road 25 (US Highway 27); AND
3. Beginning at the Northwest corner of Section 36, Township 30 South, Range 27 East; run thence South 00°05'00" West with the West line of said Section 801.90 feet for a point of beginning; thence South 89°25'00" East, 1109.00 feet; thence South 16°23'00" East, 1086.00 feet to the lake shore of Crooked Lake; thence along the shore line of said Crooked Lake to the West line of said Section (South 47° West, 2,000 feet more or less); thence along said Section line North 00°05'00" East, 2529.90 feet, more or less to the place of beginning; AND
4. Also beginning at the Northwest corner of Section 36, Township 30 South, Range 27 East; run thence South 00°05'00" West with the West line of said Section 801.90 feet for a point of beginning; thence North 00°05'00" East along said Section line 156.30 feet; thence South 89°25'00" East, 20.00 feet thence South 00°05'00" West, 156.30 feet; thence North 89°25'00" West, 20.00 feet to the place of beginning; being a strip of land 20.00 feet wide and 156.30 feet long East of and parallel to the West line of said Section; AND
5. From the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 35, run Westerly along the North line of said Section 2646.94 feet to the Easterly right-of-way line of State Road 25; thence South 22°01'00" West (a distance of approximately 2,300 feet) along the Easterly right-of-way of said State Road 25 (US Highway 27) to the Southerly boundary of Crooked Lake Park, Tract No. 1, as recorded in Plat Book 38, Page 40 of the Public Records of Polk County, Florida; thence South 56°28'25" East along said Southerly boundary 1790.00 feet, more or less, to the shore of Lake Caloosa; thence Northeasterly along said waters edge to the East line of said Section 35; thence Northerly long said East line of Section 35 to the point of beginning. AND
6. Beginning at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida; run West 1308.76 feet to State Road 25 (US Highway 27); thence Northeasterly along said road 700.00 feet for the point of beginning; thence run Northeasterly along said right-of-way 200.00 feet; thence East 250.00 feet; thence Southwesterly to a point lying 250.00 feet East of the point of beginning; thence West 250.00 feet to the point of beginning. AND

Kenneth J. Knowlton
ISSUING OFFICER
President
TITLE

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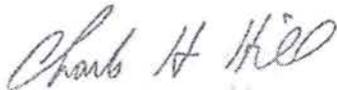
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AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998



DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

7. Beginning at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida; thence run West 1308.76 feet to the Easterly right-of-way of State Road 25 (US Highway 27); thence run Northeasterly along right-of-way 900.00 feet to the point of beginning; thence run North 22°01'00" East along right-of-way 335.00 feet; thence South 67°59'00" East, 231.45 feet; thence South 22°01'00" West, 240.50 feet; thence West 250.00 feet to the point of beginning. AND
8. That portion of the North 1/2 of the Northwest 1/4 of Section 35, Township 30 South, Range 27 East lying East of State Road 25 (US Highway 27).

Kenneth J. Knowlton
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Charles H. Hill

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DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
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President
TITLE

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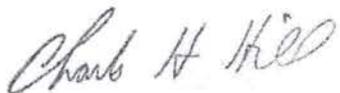
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NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for 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 Crooked Lake Park Sewerage Company.
- 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)

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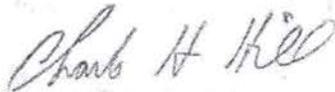
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DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

Kenneth J. Knowlton
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DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

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Kenneth J. Knowlton
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DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Kenneth J. Knowlton
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DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders 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 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue 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 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

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

(Continued on Sheet No. 8.0)

Kenneth J. Knowlton
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President
TITLE

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DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous 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 LIMITATION OF USE - 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 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

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

Notwithstanding 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)

Kenneth J. Knowlton
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DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

Kenneth J. Knowlton
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TITLE

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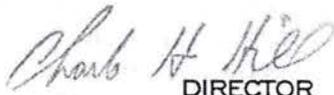
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AUTHORITY NO. WS-96-0264

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ORDER NO. PSC-98-1247-FOF-SU

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DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

Kenneth J. Knowlton
ISSUING OFFICER
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

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AUTHORITY NO. WS-96-0264

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Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

FIRST REVISED SHEET NO. 11.0
CANCELS ORIGINAL REVISED SHEET NO. 11.0

NAME OF COMPANY CROOKED LAKE PARK SEWERAGE COMPANY

WASTEWATER TARIFF

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(College Park Mobile Home Park)	
Service Availability Fees and Charges	16.0

KENNETH J. KNOWLTON
ISSUING OFFICER

PRESIDENT
TITLE

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AUTHORITY NO. WS-98-0128

DOCKET NO. 980778-SU

ORDER NO. PSC-99-2116-PAA-SU

EFFECTIVE DATE December 1, 1999

Don Happe

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: CROOKED LAKE PARK SEWERAGE COMPANY

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

RATE	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 15.51
	3/4"	\$ 23.27
	1"	\$ 38.79
	1 1/2"	\$ 77.57
	2"	\$ 124.12
	3"	\$ 248.24
	4"	\$ 387.87
	6"	\$ 775.74
	<u>General Service Gallonage Charge</u>	
	Per 1,000 Gallons	\$ 3.68

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - **FEB 23 2007**

TYPE OF FILING - Staff Assisted Rate Case – Final Rates

KENNETH KNOWLTON
ISSUING OFFICER

PRESIDENT
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-06-0085

DOCKET NO. 060406-SU

ORDER NO. PSC-07-0077-PAA-SU

EFFECTIVE: February 23, 2007

Tim Devlin

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

NAME OF COMPANY: CROOKED LAKE PARK SEWERAGE COMPANY

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 - Base Facility Charge
All meter sizes \$ 15.51

Residential Gallonage Charge
Per 1,000 Gallons \$ 3.07
(8,000 gals. Max)

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - **FEB 23 2007**

TYPE OF FILING - Staff Assisted Rate Case - Final Rates

KENNETH KNOWLTON
ISSUING OFFICER

PRESIDENT
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-06-0085

DOCKET NO. 060406-SU

ORDER NO. PSC-07-0077-PAA-SU

EFFECTIVE: February 23, 2007

Tim Devlin

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

NAME OF COMPANY: CROOKED LAKE PARK SEWERAGE COMPANY

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - College Park Mobile Home Park
- 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 - Base Facility Charge
All meter sizes \$ 15.51
- Residential Gallonage Charge
Per 1,000 Gallons \$ 3.07
(8,000 gals. Max)
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320 Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may be discontinued.
- EFFECTIVE DATE - **FEB 23 2007**
- TYPE OF FILING - Staff Assisted Rate Case – Final Rates

KENNETH KNOWLTON
ISSUING OFFICER

PRESIDENT
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FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-06-0085

DOCKET NO. 060406-SU

ORDER NO. PSC-07-0077-PAA-SU

EFFECTIVE: February 23, 2007

Tim Devlin

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

NAME OF COMPANY CROOKED LAKE PARK SEWERAGE COMPANY
WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8 X 3/4"	\$ <u>45.00</u>	<u>45.00</u>
1"	\$ <u>actual cost</u>	<u>actual cost</u>
1 1/2"	\$ <u>actual cost</u>	<u>actual cost</u>
Over 2"	\$ <u>actual cost</u>	<u>actual cost</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The company will pay or credit accrued interest to the customers account during the month of _____ each year.

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

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

EFFECTIVE DATE - December 1, 1999

TYPE OF FILING - SARC

KENNETH J. KNOWLTON
ISSUING OFFICER

PRESIDENT
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0128

DOCKET NO. 980778-SU

ORDER NO. PSC-99-2116-PAA-SU

EFFECTIVE DATE December 1, 1999

Don Hoppe

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY CROOKED LAKE PARK SEWERAGE COMPANY

MISCELLANEOUS SERVICE CHARGES

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

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

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

VIOLATION RECONNECTION - This charge would 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 would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE - December 1, 1999

TYPE OF FILING - SARC

KENNETH J. KNOWLTON
ISSUING OFFICER

PRESIDENT
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0128

DOCKET NO. 980778-SU

ORDER NO. PSC-99-2116-PAA-SU

EFFECTIVE DATE December 1, 1999



DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ()GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ()GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (250 GPD)	\$ 150.00	Go to Sheet No. 22.0
All others-per gallon	\$	
or		
Residential-per lot ()foot frontage)	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (250 GPD)	\$ 450.00	Go to Sheet No. 22.0
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC ()GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - October 7, 1998
TYPE OF FILING - Grandfather Certificate

Kenneth J. Knowlton
 ISSUING OFFICER
President
 TITLE

FLORIDA PUBLIC SERVICE COMMISSION

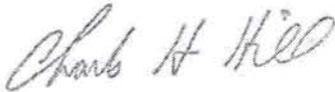
APPROVED

AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998



DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

Kenneth J. Knowlton
ISSUING OFFICER
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

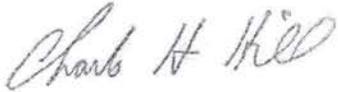
APPROVED

AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998



DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Kenneth J. Knowlton
ISSUING OFFICER
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998

Charb H Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company
 WASTEWATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____

City State Zip

Service Address _____

City State Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

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

 Signature

 Date

Kenneth J. Knowlton
 ISSUING OFFICER
President
 TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998



DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL



First Class Mail
U.S. Postage
PAID
Permit No. 1

05/25/96

.00 BL 10.60 SW
15.70 WT .27 TX
.39 TX

REMIT PAYMENT TO:
PH. 638-1285

CROOKED LAKE PARK
WATER CO.
25 1ST AVE. N.
LAKE WALES, FL 33853

ACCOUNT NO.	AMOUNT DUE
	26.96

PLEASE RETURN THIS STUB WITH REMITTANCE

Kenneth J. Knowlton
ISSUING OFFICER
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0264

DOCKET NO. 961478-SU

ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998



DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	22.0

Kenneth J. Knowlton
 ISSUING OFFICER
President
 TITLE

FLORIDA PUBLIC SERVICE COMMISSION

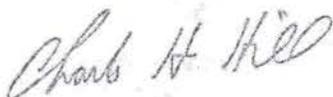
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EFFECTIVE DATE October 7, 1998



DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY Crooked Lake Park Sewerage Company

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides wastewater service to Residential and General Service Water Customers.

The wastewater treatment plant and the collection system were installed and constructed by the utility. The utility has a plant capacity charge of \$450.00 per ERC for all customers and the main line extension fee is \$150.00 for all customers cost when wastewater service is requested (see Sheet No. 16.0).

Transfer of Contributed Property-Bills of Sale. Utility reserves the right to construct all facilities for providing wastewater service to the point of connection. If utility determines that it will accept such facilities constructed by others, the following rules will apply.

Each contributor (developer) who has constructed portions of a wastewater collection system shall convey such component parts of the water distribution to Utility by bill of sale, in form satisfactory to Utility's attorney, together with such evidence as may be required by Utility that the wastewater system proposed to be transferred to Utility is free of all liens and encumbrances.

Any facilities in the category of consumer's connections of the customer's side of the connection point shall not be transferred to Utility and shall remain the property of individual customer's, their successors or assigns.

Utility shall not be required to accept title to any component part of the wastewater collection system until Utility's engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by Utility, and therefore evidenced its acceptance of such lines for Utility's ownership, operation, and maintenance.

Contributor shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by contributor. Such cost information shall be furnished to Utility concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by Utility of the portion of wastewater collection system constructed by the contributor.

Utility reserves the right to refuse connection and to deny the commencement of service to any contributor seeking to be connected to portions of the wastewater collection system until such time as the provisions of this section have been fully met.

Kenneth J. Knowlton
ISSUING OFFICER
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

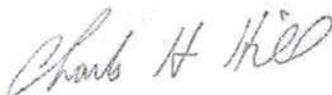
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ORDER NO. PSC-98-1247-FOF-SU

EFFECTIVE DATE October 7, 1998



DIRECTOR
DIVISION OF WATER AND WASTEWATER

EXHIBIT "L"

11

-30-

INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

Crooked Lake Park Sewerage Company

Authorized To Be Issued 1,000 Shares Common Stock - Par Value \$100.00 Each

This Certifies that Glenbrook Properties, LLC, ~~is the owner of~~
is the owner of Thirty (30) ~~Shares~~ *Shares*
of the Common Capital Stock of Crooked Lake Park Sewerage Company Fully Paid and Non-Assessable

*transferable on the books of this Corporation in person or by Attorney upon
surrender of this Certificate properly indorsed.*

In Witness Whereof, the said Corporation has caused this Certificate to be
signed by its duly authorized officers, and its Corporate Seal to be hereunto
affixed, this 27th day of September 2012

Louis F. Garrard, V
SECRETARY
Louis F. Garrard, V

Louis F. Garrard, V
PRESIDENT
Louis F. Garrard, V