			DOCKET N	O. 160	144-WU
			FILED JUN	06, 20	16
			DOCUMEN	T NO.	03390-16
			FPSC - CO	MMISS	SION CLERK
	APPLICATION FOR TRANSFER OF CERT	TIFICATES OR	FACILITIE	S	
	FROM A REGULATED UTILITY TO ANOT	HER REGULAT	FED UTILIT	Y	7
	(Pursuant to Section 367.071, Flo		0	NUL	CE
	Rule 25-30.037(2), Florida Adm			-3 -P	B
	Pursuant to Rule 25-30.037(1)(a), F.A.C., if a trans	sfer occurs prior to	Commission	approv	a
the util	ity shall submit an application for authority to tra	nsfer no later than	1 90 days afte	er the sa	leo
closing	date.	to Fiscal for dep deposit informat	with filling and for osit. Fiscal to for ion to Records.	rward	C)
To:	Office of Commission Clerk Florida Public Service Commission	Initials of person		ohacis:	

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

(15))

The undersigned hereby makes application for the transfer of facilities and transfer X or cancellation \square of Water Certificate No. $\underline{\mathcal{M}}_{\mathcal{H}}$ and/or Wastewater Certificate No. $\underline{\mathcal{N}}_{\mathcal{H}}$ in $\underline{\mathcal{P}}_{\alpha \leq \mathcal{O}}$ County, Florida, and submits the following information:

PART I

APPLICANT INFORMATION

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

Orangeland Water Supply Utility Name 2109 Overview pr. New Port Richey PL. 34655. Zip Code Mailing Address (if different from Street Address)

City

State

Zip Code

992-8426. 372 0270. 721

Phone Number

1942 - 6769 21 543 -0859

Fax Number

Federal Employer Identification Number

E-Mail Address

Website Address

WU-179.

Water Certificate No.

Wastewater Certificate No.

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

Bryan Snell		
Name		
2109 Overview pi	` .	
Mailing Address		
New Port Richey	FL	34655.
City	State	Zip Code
727372 8370. 72	7-992-8426. () -	
Phone Number	Fax Number	

E-Mail Address

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

lorida Utility Services I, LLC. Buyer's Name

3336 Grand Blvd - 5 Office Street Address	Suite 102	
Haliday	FI	34690.
Holiday City	State	Zip Code
Mailing Address (if different from Str	reet Address)	
City	State	Zip Code
(353 302 7406	() -	
Phone Number	Fax Number	
81-2370686		
Federal Employer Identification Num	ber	
mike @ Fus 742C	. Lom	
E-Mail Address		
Orange Land Utilis New Utility Name	ties, LLC.	
The contact information of the buyer's application:	s authorized representa	ative to contact concerning this
Mike Smallridge Name	•	
3336 Grand Blud	Suite 102	-
Mailing Address		
Holiday	PL	34690.
City	State	Zip Code
852 302 7406	() -	
Phone Number	Fax Number	
mike @ PuszLLC	c. Com	

D)

E-Mail Address

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

Mike Smallridge		
Name		
3336 Grand Blud -	suite 102	
Mailing Address		
Holiday	FL	34690.
City	State	Zip Code
352 302 7406		
	<u> () -</u>	
Phone Number	Fax Number	
mike @ Fuszclo	. com	
E Mail Addusse		11,0 111 100 110

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

Corporation		
Limited Liability Company	L16000080916	
	Number	
Partnership		
	Number	
Limited Partnership		
	Number	
Limited Liability Partnership		
	Number	
Sole Proprietorship		
Association		
Other (Specify)		
, , , , , , , , , , , , , , , , ,		

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a)

N/A. Registration Number

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

Michael Smallridge 100%

H) Provide the date and state of incorporation or organization of the buyer. 5/1/2016- Florida

PART II **TRANSFER OF CERTIFICATE**

A) **DESCRIPTION OF SALE AGREEMENT**

- Exhibit A Provide a copy of the contract for sale and all auxiliary or 1) supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.
- 2) a) The date the closing occurred or will occur.

May 1,2016.

b) The purchase price and terms of payment.

\$ 8500. Paid in Cash

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

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

none

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

no customer Acposits on file.

NONE

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

TES.

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

Buyer has obtained the quailable books + Records

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



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

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3336 Grand Blvd suite #102
Holiday FL 34690.
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B) FINANCIAL ABILITY

- 1) Exhibit ______ Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
- 2) Exhibit <u>MA</u> Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

C) <u>TECHNICAL ABILITY</u>

- 1) Exhibit \underline{D} Provide the buyer's experience in the water or wastewater industry.
- 2) Exhibit <u>•</u> Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

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

E) **PROPOSED TARIFF**

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

F) ACCOUNTING INFORMATION

- 1) Exhibit <u>O</u> Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.
- 2)

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- Exhibit _______ Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.
- 3) Exhibit <u>Q</u> Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

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

G) **NOTICING REQUIREMENTS**

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

PART III

SIGNATURE

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Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:

Applicant's Signature

Michqe/ SmAllridge Applicant's Name (Printed) Managing Member Applicant's Title 6/1/16.

Date

EXHIBIT A

COPY OF THE PURCHASE AGREEMENT

AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS

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THIS AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS ("Agreement") is entered into by and between Florida Utility Services 1, LLC, whose mailing address is 3336 Grand Blvd Suite #102, Holiday, Florida 34690 ("Buyer") and Orange Land Water Supply, whose mailing address is 2109 Overview Drive, New Port Richey, Florida 34655, ("Seller") (collectively "the Parties").

Seller agrees to sell, and Buyer agrees to buy the utility system commonly known as <u>Orange Land Water Supply</u> ("Utility System"), pursuant to the following terms and conditions:

1. The Utility System includes Seller's domestic potable water supply, transmission, and distribution systems which has Florida Public Service Commission ("FPSC") Water Certificate No. <u>288-W</u>, which includes the Seller's certificated franchise service area that provides water to residential and general service customers in Pasco County, Florida.

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

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

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

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

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

6. <u>Name of New Entity.</u> Buyer shall utilize, and may acquire title in the names "Orange Land Utilities, LLC," and no infringement shall be claimed by Seller.

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

8. **Purchase Price**. On the Closing Date, Buyer shall pay to Seller, subject to the additions, adjustments and pro-rations referenced in this Agreement the purchase price of \$8,500 ("Purchase Price").

9. Warranties. Seller represents and warrants to Buyer that the execution and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a

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party, or by which it is bound. Seller has exclusive possession and marketable title to all Real Property. The Purchased Assets are not subject to any mortgage, pledge, lien, charge, security interest, or encumbrance and Seller shall, at closing deliver title to such personal property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever.

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

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

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

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

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

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

plan for such employees and such other information relating to employees as may be requested by Buyer or its contract operator.

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

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

18. CLOSING. This transaction shall be closed on or before May 1, 2016, unless extended by both parties. At Closing (a) Buyer shall pay the Purchase Price, recording costs, documentary and intangible tax on mortgage; (b) the parties shall execute such documents as are necessary to meet the conditions described herein; (c) title to the Real Property shall be conveyed to Buyer by Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Buyer by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances; (d) Seller shall assign its right, title and interest in those easements, licenses, etc. identified in Exhibit "A."

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

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

21. MISCELLANEOUS PROVISIONS. This Agreement constitutes the entire agreement between the parties. In the event of any litigation that arises between the parties with respect to this Agreement, each party shall bear their own attorney fees and costs. This Agreement may be modified only in writing. This Agreement shall be governed by the laws of the State of Florida with venue shall be in Pasco County, Florida. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, except that Buyer shall create a new LLC and Buyer may assign all of its rights to the new entity without any further consent by Seller. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

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

Date Buyer 4-25-16 EXHIBIT A- REAL PROPERTY

<u>35-25-16-0070-00000-0100-</u>8323 Liman Dr. New Port Richey, FL. 34653-2311 Orange Land Sub. Unit 3 PB 14 PG 84 Lot 10 and all improvements situated thereon.

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

RESTRICTIONS relative to

ORANGELAND SUBDIVISION UNIT THREE

1. The ground floor area of all dwellings, exclusive of one story open porches NT ________ and garages, shall be not less than 624 square feet for one-story dwelling on all lover (o.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling mat to exceed two stories in height and a private garage for not more than two cars.

3. No trailers, tents, garage, or other outbuilding may be erected on any of these lots or be used as a residence temporarity or permanently and no outbuilding of any type may be erected except a garage for not more than two cars as hereinafter provided.

4. No garage shall be erected on any lot or lots prior to the construction of the dwelling nor nearer than 5 feet from any side street line or lot line measured from the furthermost extension of the construction of the dwelling. It must be substantial and conform architecturally with the dwelling.

5. No mexicus or offensive trade or activity shall be carried on upon any let, nor shall anything be done which may be or become andannoyance to the meighborhood.

6. No barracks type or other structure shall be moved onto any lot in the area covered by these restrictions.

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that degs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

5. No sign of any kind shall be displayed to thepublic view on any lot except with the written approval of subdivision developers or their agent

9. Basements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewer, storm drains, and land drains, public, quasi-public and private, as well as for any public, quasi-public or private utility or function deemed necessary and/or expedient for public health and welfare. Such easement and rights-of-way shall be confined to the rear five feet of every lot and five feet Elong the side of every building plot and agang every street of the subdivision.

10. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose a hedge or fence shall be maintained at no greater height than four feet.

11. The laws of the State of Florida and County of Pasco, as well as the rules and regulations of their administrative agencies and officers now ordereafter in effect with regard to sewage disposal, water supply and sanitation, are hereby incorporated herein and made a part hereof, and any state or county official having the administrative duty to inspect the property of the subdivision shall have the license to enter upon the property of the subdivision from time to time to make any such inspection.

12. In the event any event of any of the lots in said Orangeland Subdivision shall violate or attempt to violate any of the covenants herein, it shall be lawful for any ether person or persons owning any real property situated in said subdivision to presecute any preceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recever damages or other dues for such violation.

13. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

This instrument was prepared by Lorene E. Miller 107 Sunset Point Dr. New Port Richey, Fla.

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STATE OF FLORIDA COUNTY OF PASCO

Before me, the undersigned authority, personally appeared Matt R. Miller and Lorene B. Miller, his wife, Owners of Orangeland Subdivision, a platted subdivision located in Pasco County, Florida, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the use and purposes therein expressed.

0 14/21

NOTARY PUBLIC STATE OF HORIDA AT LARGE MY COMMISSION EXPIRED JULY 11, 1977 NIDID THRU GENERAL INSURANCE UNDERWRITERS

Buyer's and Seller's Combined Closing Statement Master Title Service, Inc.									
NOTE: This form is furnished to give n Items marked "(p.o.c.)" were paid	you a statement of I outside the closi	actual settlement cos ng; they are shown be	ts. /	mounts paid r information	to and i	ry the settlem ses and are n	ent agent ot include	are shown.	ils.
NAME OF BUYER:	Orange Land U	Itilities, LLC							
ADDRESS OF BUYER: NAME OF SELLER: ADDRESS OF SELLER: NAME OF LENDER:	3336 Grand B Betty G. Snell G. Snell date 2109 Overvie	Ivd., Ste 102, Hol Trustee of the Tr September 17, 1 W Drive, New Por	iday ust 991 t Ri	; FL 34690 Agreement chey, FL 34	of Fred 1655	lerick J. Sn	ell and I	Betty	
ADDRESS OF LENDER: PROPERTY LOCATION:	8323 Liman E New Port Rick								
SETTLEMENT DATE:	6337 RIVER 6337 RIVER	LE SERVICE, IN ROAD, NEW PO ROAD, NEW PO	RT RT						
SUMMARY DE BUYER'S TRANS 100. GROSS AMOUNT DUE FROM BUYER						ER'S TRAI		ON	
101. Contract sales price		8,500.00	401	. Contract sa	les pric				8,500.00
102. Personal property 103. Buyer's Expenses from pg. 2. line	1400	643.28	402	. Personal pr	operty				
104. 105.			404						
Adjustments for items paid by sell	er in advance			Adjustment	s for ite	ms paid by s	eller in a	dvance	
106. City/town taxes	to		406	. Citv/town t	axes		to		
107. County taxes 108. Assessments	to to		40	. County tax	ts		to		
109. Nonadvalorem 5/6/201	6 to 12/31/2016	23.00	409	. Nonadvalo		5/6/2	016 10 1	2/31/2016	23.00
110. 111.	to to		<u>410</u> 411				10 10		******
112.	to		412				to		
120. GROSS AMOUNT DUE FROM BUYER	•	9,166.28	420	. GROSS AMO	UNT DU	E TO SELLER			8,523.00
200. AMOUNTS PAID BY OR IN BEHALF C	FBUYER					OUNT DUE TO			
201. Deposit or earnest money 202. Principal amount of new loan(s)			501	Excess dep	osit (see	to seller(line	14000		-
203. Existing loan(s) taken subject to			503	. Existing lo	an(s) tal	cen subject to	<u>5 1400)</u>		·····
204.			504	. Payoff of fi	rst mort	gage loan			
205.			505	Payoff of se	cond m	ortgage loan			······
206. Principal amount of new loan(s)			506						
207.	· · · · · · · · · · · · · · · · · · ·		507	•					
208. 209.			<u>508</u> 509						
209a			509	8	······				
2095 Adjustments for items unpaid by se	eller		<u> 509</u>		s for ite	ms unpaid by	y seller		·····
210. City/town taxes	to		510	. City/town t	axes	ار	to	PICIPAL	
211. County taxes 1/1/201 212. Assessments	6 to 5/6/2016 to	95.38		. County tax		1/1/2	016 to	5/6/2016	95.38
213.	to		513				to		
214. 215.	to to		<u>514</u> 515				to to		
216.	to		516				to		
217. 218.	to to		517 518				to		
219.	to		519				to		
22U. TOTAL AMOUNTS FAID BY OR IN BEHALF OF BUYER	•	95.38	520	AMOUNT D	UE SELL	ER			95.38
300. CASH AT SETTLEMENT FROM/TO BU		0 122 30	600	CASH AT SE	TTLEME	NT TO/FROM to seller (line	SELLER		8,523.00
301. Gross amount due from buyer (lin 302. Less amounts paid by/for buyer (li		95.38	602	Less reduct	tions in	amount due	seller (lin	e 520)	95.38
THE REAL PROPERTY AND A LOAN AND AND AND AND AND AND AND AND AND A				CASH 5				LER	8,427.62

PAGE 1

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> 6337 River Road New Port Richey, FL 34652

Buyer's and Seller's Combined Closing Statement

PAGE 2

700. TOTAL SALES/BROKER'S COM, based on price		(a) •	<i>h</i> ≠	[
Division of Commission (line 700) as follows: 701.				BUYER'S	SELLER'S
701.	to	an an anna a shina a sa a sa kana an		EXPENSES	EXPENSES
703. Commission paid at Settlement	. W				
704.	to			L	
800. Items Payable In Connection With Loan 801. Loan Origination Fee %	to			T	
802. Loan Discount %	to				
803. Appraisal Fee 804. Credit Report	to				
805 Londer's Inspection Fee	to to				
805. Lender's Inspection Fee 806. Mortgage Insurance Application Fee	to			ł	
1.807.	to				
808.	<u>to</u>				
810.	to		••••••••••••••••••••••••••••••••••••••	مدادها بتعاديات المعيود توقاتهم	
811.	to				
<u>812.</u> 813.	to				
814.	to to	~~~~			
815.	to				
900. Items Required By Lender To Be Paid In Ad 901. Interest from 5/6/2016 to 6/1/2016		4	- 02.1		
901. Interest from 5/6/2016 to 6/1/2016 902. Mortgage Insurance Premium for months		day fo	r 27 days		
903. Hazard Insurance Premium for years	to	·····			
904. years	to	·····			
905. vears 1000. Reserves Deposited With Lender	to			:	
1001. Hazard insurance	months@	T	er month		
1002 Mortgage insurance	monthsa	r	er month		
1003. City property taxes	months@		er month		
1004. County property taxes 1005. Annual assessments	months		er month er month		
1006.	months		er month		
1007.	months@		er month		~
1008. 1009.	months@	p	er month	<\$0.00>	
1100. Title Charges					
1101. Settlement or closing fee 1102. Abstract or title search	to Master Title Ser	vice		375.00	
1102. Abstract or title search 1103. Title examination	to I Roger Dye PC	R: MTS		60.00	
1104. Title insurance binder	to				
11105 Document preparation	to				
1106. Notary fees 1107. Attorney's fees	to to				·····
(includes above items numbers:					
1108. Title insurance	to MTS/CTIC			100.00	· · · · · · · · · · · · · · · · · · ·
(includes above items numbers: 1109. Lender's coverage: Risk Premium	TNC	AMT:			
1110. Owner's coverage: Risk Premium 100.00	INS	AMT: 8,500.00	÷		
1110a				2 40	
1111. Florida State Surcharge 1112.	to Office of Insurar	nce Regulation		3.28	
1113. 1200. Government Recording and Transfer Charges	to				
1200. Government Recording and Transfer Charges	· C Mantana (-)	Deler		10 20 1	
1201. Recording Fees: Deed \$18.50; L-Mortgage(s) 1202. City/county tax/stamps: Deed : L-Mortgage(s)	<u>;S-Mortgage(s)</u> ;S-Mortgage(s)	Releases		18.50	÷
1203. State tax/stamns: Deed \$59.50: L-Mortgage(s)	S-Mortgage(s)			59.50	
1204. Trustee Affidavit 1205.	Clerk of Court	·····		27.00	
1300. Additional Settlement Charges					
1301. Survey	to			ſ	
1302. Pest Inspection	to				
1303. Roof Inspection 1304.	to				
1305.	to	·····			
1306.	to				
1307. 1308.	<u>to</u>	*****			
1309.	to		·····		
1400 Total Settlement Charges (enter on Buyer lin	e 103 and on Seller lin	ne 502, Page 1)	•	643.28	
I have carefully reviewed this Settlement Statement and to the be disbursements made on my account or by me in this transaction. Orange Land Utilities, IAC	CERTIFICA st of my knowledge and I further certify that I ha	TION belief, it is a true a we received a copy Betty G. Shell, Tr Frederick J. Snell	nd accurate statements of this Settlement S ustee of the Taust A and Betty (Z.Spell	DATI nt of all receipts and tatement. gleement of dated September	5/6/2016
By:////////////////////////////////////	Buyer	By: Betty O. Shell, Tr	M. D. J	mil	Seller
······································	Buyer				Seller
The Settlement Statement which here prepared is a true and accordance with this statement.	curate account of this tra		used, or will cause, i	he funds to be disbursed DATE: <u>5/6</u>	lin
,					

8015583

Acct: Teller: Date: 05/05/16 Time: 1:59pm	No. 4000299367
See receipt for reference	,
Check Number: 00 Purpose : SHARE WITHDRAWAL Amount : \$9,070.90 Pay to : MASTER TITLE SERVICES	
MICHAEL SMALLRIDGE	

Purchaser Does Not Have The Right to Stop Payment of This Check



FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

ORANGE LAND UTILITIES, LLC

Filing Information

Document Number	L16000080916
FEI/EIN Number	NONE
Date Filed	04/25/2016
Effective Date	05/01/2016
State	FL
Status	ACTIVE
Principal Address	

3336 GRAND BLVD 102 HOLIDAY, FL 34690

Mailing Address

3336 GRAND BLVD 102 HOLIDAY, FL 34690

Registered Agent Name & Address

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

Authorized Person(s) Detail

Name & Address

Title MGR

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

Annual Reports

No Annual Reports Filed

Document Images



COMMITMENT FOR TITLE INSURANCE Issued by Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

FL2950 CHICAGO TITLE INSURANCE COMPANY Master Title Service, Inc. 6337 River Road New Port Richey, FL 34652 Tel: (727) 848-4909 Fax: (727) 846-9488 Countersigne Signatory

ALTA Commitment (6/17/06) (with Florida Modifications) 1 of 2 72C10109

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3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: Betty G. Snell, Trustee of the Trust Agreement of Frederick J. Snell and Betty G. Snell dated September 17, 1991

5. The land referred to in this Commitment is described as follows:

Lot 10 of the unrecorded Plat of Orange Land Subdivision

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 25 South, Range 16 East, Pasco County, Florida, being further described as follows: See Continuation Sheet

Countersigned

MASTER TITLE SERVICE, INC.

Authorized Officer or Agent

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO 27C10109 PROVIDE ASSISTANCE IS 1-800-669-7450 ALTA Commitment (6/17/ File Number: 0018883

Commence at the Northwest corner of Lot 6 Orange Land Subdivision Unit One as shown on Plat recorded in Plat Book 7, Page 137 of the Public Records of Pasco County, Florida; thence run along the Westerly extension of the North line of said Lot 6, North 89°38'32" West, a distance of 180 feet for a Point of Beginning; thence South 00°21'28" West, a distance of 134.41 feet; thence 25.47 feet along the arc of a curve to the right, said curve having a radius of 536.50 and a chord of 25.46 feet which bears South 88°59'53" West; thence North 89°38'32" West, a distance of 34.54 feet; thence North 00°21'28" East, a distance of 135 feet; thence South 89°38'32" East, a distance of 60 feet to the Point of Beginning; the North 6 feet thereof being subject to an easement for drainage and/or utilities.



SCHEDULE B - SECTION I

REQUIREMENTS

The following are requirements to be complied with:

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- 2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
 - a. Warranty Deed from Betty G. Snell, Trustee of the Trust Agreement of Frederick J. Snell and Betty G. Snell dated September 17, 1991, to Orange Land Utilities, LLC, a Florida limited liability company.

NOTE: If the property is homestead property, the spouse(s) of said party(ies) must join in the execution thereof. If the individuals are unmarried, then indicate this on the document. If not homestead, then a statement to that effect must be reflected on the document.

3. Record a Certification of Trust for the Trust Agreement of Frederick J. Snell and Betty G. Snell dated September 17, 1991, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:

a. A statement confirming the existence of the trust and its execution date.

b. Identity of the settlor.

c. The identity and address of the currently acting trustee. d. The trustee's powers.

e. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.

f. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.

g. The manner of taking title to trust property.

h. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the

representations contained in the certification of trust to be incorrect.

Note:

1) If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor See Continuation Sheet

ADDED PAGE

Schedule B - Section I REOUIREMENTS (Continued)

File Number: 0018883

trustee's authority must be attached as an exhibit.

2) If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child.

NOTE-TAX INFORMATION: The following is for informational purposes only and is given without assurance or guarantee: The 2015 real estate taxes were assessed under Parcel ID#35-25-16-0070-00000-0100 in the gross amount of \$309.96. Non ad valorems: streetlights Assessed value:\$16,072 Exemptions: Taxable Value:\$16,072 The 2015 taxes were PAID March 31, 2016, in the amount of \$309.96.



SCHEDULE B – SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Taxes and assessments for the year 2016 and subsequent years.
- 3. Standard Exceptions:
 - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
- 4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
- 5. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- 6. Non ad valorem assessments for streetlights.
- 7. Easements and other matters shown on the plat of Orange Land Subdivision Unit Three recorded in Plat Book 14, pages 83-84, public records of Pasco County, Florida.
- 8. Restrictions, covenants and conditions recorded in O.R. Book 834, page 664, public records of Pasco County, Florida.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: If the proceeds of the loan to be secured by the insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy upon receipt of an accurate survey of the land acceptable to the Company. Items 3B, 3C, and 3D will be deleted from the policy upon receipt of an affidavit-indemnity acceptable to the Company, stating (i) who is in possession of the land, (ii) whether improvements to the land have been made or are contemplated to commence prior to the date of closing, which improvements will not have been paid for in full prior to the closing, and (iii) that there are no taxes or assessments which are not shown as existing liens in the public records.

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued will contain the following arbitration clause: 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.

72C10109	2 cf 2	ALTA Commitment (6/17/06) (with Florida Modifications)

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EXHIBIT C

Balance sheet and income statement

7:29 AM

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05/22/16

Accrual Basis

Florida Utility Services 1, LLC Balance Sheet As of April 30, 2016

_	Apr 30, 16
SSETS	
Current Assets	
Checking/Savings	
13000 · Cash	
13200 · Checking - Iberla Bank	2,202.51 369.53
13300 · iberla Bank - Savings	309.03
Total 13000 · Cash	2,572.04
Total Checking/Savings	2,572.04
Accounts Receivable	
14000 · Accounts Receivable	162,127.78
Total Accounts Receivable	162,127.78
Other Current Assets	
12000 · Undeposited Funds	0.01
13500 · Due To/ Due From	
13501 · Crestridge Due To / Due From	12,000.00
13506 · Holiday Gardens Due To/Due F	7,350.12
13508 - WLWW Due To / Due From	-500.00
13509 · Charlie Creek Due To/ Due From	499.78
13510 · East Marion Due To / Due Fro	2,039.50
Total 13500 - Due To/ Due From	21,389.40
18500 · Deferred Costs Rate Case Expens	289.62
Total Other Current Assets	21,679.03
Total Current Assets	186,378.85
Fixed Assets	
15000 · Furniture	395.38
15100 · Equipment	5,668.54
15341 · Vehicles	26,645.34
17000 · Accumulated Depreciation	-10,501.37
Total Fixed Assets	22,207.89
Other Assets	
18000 · Rent Security Deposit	1,585.00
Total Other Assets	1,585.00
TOTAL ASSETS	210,171.74
LIABILITIES & EQUITY	
Liabilities	

Current Liabilities

-

7:29 AM

05/22/16

Accrual Basis

Florida Utility Services 1, LLC Balance Sheet As of April 30, 2016

	Apr 30, 16
Accounts Payable	
21000 · Accounts Payable	6,481.97
Total Accounts Payable	6,481.97
Other Current Liabilities	
21100 · Nichael Smallrige Loan	74.36
21150 · Iberia Line of Credit	2,306.03
21250 · Iberia Bank - CRU Tank Loan	11,540.33
23000 · Truck Loan - ALLY	6,674.74
24000 · Payroll Liabilities	2,270.01
Total Other Current Liabilities	22,865.47
Total Current Liabilities	29,347.44
Total Liabilities	29,347.44
Equity	
32000 Members Equity	158,738.02
Net income	22,086.28
Total Equity	180,824.30
TOTAL LIABILITIES & EQUITY	210,171.74

•,

3:49 PM

05/31/16

÷.,

Accrual Basis

Florida Utility Services 1, LLC Profit & Loss January through April 2016

23,424.59
59,617.80
49,587.06
750.00
17,158.15
0.01
150,517.61
772.43
151,290.04
250.00
250.00
250.00
151,040.04
6,930,44
110.00
783.43
213.75
425.00
125.00
775.10
284.07
60.00
675.95
6.777.17
0.00
1.938.68
77.968.71
4.992.93
6.376.77
6,400.00
242.84
8,182.40
552.59
302.09 3,414,43

3:49 PM

05/31/16

Accrual Basis

Florida Utility Services 1, LLC Profit & Loss January through April 2016

	Jan - Apr 16
68300 · Legal Fees	758.60
68400 - Travel Expense 68600 - Litilities	579.44 426.48
Total Expense	128,953.76
Net Ordinary income	22,086.28
Net Income	22,086.28

EXHIBIT D

Buyer was appointed to the Citrus County Water and Wastewater Authority, the local regulatory body for Citrus County, where he served for seven years. The Buyer also served as the "Class C" representative for the Governors Study Committee for Investor Owned Water and Wastewater Utility Systems in 2013. He maintains a regular yearly schedule of training classes through the Florida Rural Water Association and completed the NARUC Utility Rate School in 2001. He serves as the appointed circuit court receiver for Four Points Utility Corporation and West Lakeland Wastewater, Inc., both of which have been involved in staff-assisted rate cases, limited proceedings or certificate transfer cases in the last three years. The Buyer also owns Pinecrest Utilities, LLC (Pinecrest), which was involved in a staff-assisted rate case and a tariff amendment to increase miscellaneous service charges in 2012. In total, the Buyer owns, is the receiver of, or is the manager of, a total of nine Class C water and wastewater facilities, seven of which are regulated by the Commission.

EXHIBIT E

I am retaining the existing plant operator, Mr. Eric Karl as he also the existing plant operator for Holiday Gardens Utilities and Crestridge Utilities. All functions of billing is moved to the existing utility office and service to the utility such as maintenance, disconnects and connections, meter replacement and other day to day functions is will be done in house.

EXHIBIT F

DESCRIPTION OF TERRITORY SERVED

SECTION 35, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS AND EXCEPT THE NORTH 375 FEET AND THE EAST 50 FEET OF THE SOUTH 945 FEET AND THE SOUTH 30 FEET OF THE WEST 1270 FEET.
EXHIBIT G

I believe the transfer is in the public interest because I am able to provide the capital investment to the utility to make the needed repairs and provide regular maintenance. Upgrades to customer services will include customer being able to receive their bills via email, a office location, 24/7 customer phone number to report outages or speak with a customer service person and the customer option to pay with a credit card or debit card and on- line.

EXHIBIT H

After reasonable investigation, the system is in satisfactory condition and is in compliance with all standards set by government agencies.

The system is in need of repairs (and the estimated costs) as I have noted on the attached spreadsheet.

5 Year CIP- Orange Land Water-DRAFT

PROJECT DESCRIPTION	\$ COST	NOTES	PROJECT DESCRIPTION	\$ COST	NOTES
1. REPLACE HYDRO TANK	\$ 10,100	.00 QUOTE FROM GREG	1. REPAIR/ REPLACE ISO VALVES 4 OF 8	\$ 432.00	P&L- 108
INSTALL	??????????		2. NEW METERS 50 OF 75	\$ 1,950.00	P&L- \$78
2. TREE WORK	\$ 1,200	.00 QUOTE FROM TOMMY	3. UPDATE WELL HOUSE(ROOF-PAINT)	\$ 3,000.00	ESTIMATE
3. REPIPE @ WELL	\$ 800	.00 MATERAL & LABOR	4. ELECTRIC UPGRADE(BASED ON PCU BID	\$ 5,400.00	<u>li</u>
4. BLOW OFF VALVES	\$ 300	.00 P& L-ESTIMATE			
5. REPAIR/REPLACE ISO VALVES- 4 OF 8	\$ 432	.00 P& L-\$108			
6. NEW METERS- 25 OF 75.	\$ 1,950	.00 P&L-\$78			
TOTAL YEAR 1	\$ 14,782	.00	TOTAL YEAR 2	\$ 10,782.00	
YEAR 3			YEAR 4		
PROJECT DESCRIPTION	\$ COST	NOTES	PROJECT DESCRIPTION	\$ COST	NOTES
1. NEW METERS	\$ 1,950	.00 75/75	1. REPLACE ASB-CONC.LINE \$30/FT	\$ 9,600.00	320/570
2. REPLACE ASBCONC. LINE \$30/FT	\$ 7,500	.00 EST. FROM GARY 250/570	2. MISC. NEW METERS (EST. 10 METERS)	\$ 780.00	1
TOTAL YEAR 3	\$ 9,450	.00	TOTAL YEAR 4	\$ 10,380.00	
		TOTAL 4 YEAR CIP \$	\$ 45,394.0	D	

EXHIBIT I

See attached deed

This Document Prepared By and Return to: Mary Julian Master Title Service, Inc. 6337 River Road New Port Richey, FL 34652 \$8,500

Parcel ID Number: 35-25-16-0070-00000-0100

Warranty Deed

This Indenture. Made this day of Between May , 2016 A.D., Betty G. Snell, Trustee of the Trust Agreement of Frederick J. Snell and Betty G. Snell dated September 17, 1991 of the County of Pasco State of Florida , grantor, and Orange Land Utilities, LLC, a Florida limited liability company whose address is: 3336 Grand Blvd., Ste 102, Holiday, FL 34690 of the County of Pasco State of Florida , grantee. Witnesseth that the GRANTOR, for and in consideration of the sum of DOLLARS. and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Pasco State of Florida to wit: Lot 10 of the unrecorded Plat of Orange Land Subdivision (Continued on Attached) and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written. Signed, sealed and delivered in our presence: Betty G. Snell, Trustee of the Trust Agreement of Frederick J. Snell and Betty G. Snell dated September 17, 1991 Bv: (Seal) Betty G. Snell, Trustee Mary E. Julian P.O. Address: 2109 Overview Drive, New Port Richey, FL 34655 Printed Name: CHNSTON Witness STATE OF Florida COUNTY OF Pasco The foregoing instrument was acknowledged before me this May day of .2016 by Betty G. Snell, Trustee on behalf of said photo who is personally known to me or who has produced her Elorida dr aş identification. MARY E. JULIAN MY COMMISSION # FF 084248 Printed N EXPIRES: March 3, 2018 Notary Public of Theu Notary Public Un

My Commission Expires:

Warranty Deed - Page 2

Parcel ID Number: 35-25-16-0070-00000-0100

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 25 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the Northwest corner of Lot 6 Orange Land Subdivision Unit One as shown on Plat recorded in Plat Book 7, Page 137 of the Public Records of Pasco County, Florida; thence run along the Westerly extension of the North line of said Lot 6, North 89°38'32" West, a distance of 180 feet for a Point of Beginning; thence South 00°21'28" West, a distance of 134.41 feet; thence 25.47 feet along the arc of a curve to the right, said curve having a radius of 536.50 and a chord of 25.46 feet which bears South 88°59'53" West; thence North 89°38'32" West, a distance of 34.54 feet; thence North 00°21'28" East, a distance of 135 feet; thence South 89°38'32" East, a distance of 60 feet to the Point of Beginning; the North 6 feet thereof being subject to an easement for drainage and/or utilities.

Subject to easements and restrictions of record and taxes for the year 2016 and years thereafter.

Grantor warrants, that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to or a part of homestead property.

EXHIBIT J

See attached copy of DEP permit

•

Mike Smallridge

From:	Soroka, Kira [Kira.Soroka@dep.state.fl.us]
Sent:	Thursday, June 02, 2016 10:03 AM
To:	Mike Smallridge
Subject:	FW: Orangeland - 6511307
Attachments:	00009D70.pdf; 651-1307 Orangeland Subdivision - SS - 8-2011.pdf; PWS-651-1307-
	Orangeland Subdivison-CAO-ltr+Insp Rpt +E-mailBinder1.pdf; 6511307, Orangeland CAO
	Closure.pdf; Pasco Systems.xls

Mr. Smallridge,

There are no annual operating permits for this facility. The original permit was never placed in Oculus and is no longer available. The specs for the pump are attached.

Let me know if you need anything else.

Thank you,



Kira Soroka Environmental Specialist III Compliance Assurance Program Florida Department of Environmental Protection Southwest District Office: 813.470.5964 Fax: 813.470.5995 kira.soroka@dep.state.fl.us

From: Soroka, Kira Sent: Wednesday, June 01, 2016 1:49 PM To: 'Mike Smallridge' <<u>mike@fus1llc.com</u>> Subject: Orangeland - 6511307

Mr. Smallridge,

I have attached the documents you requested for the Public Service Commission application. I have also attached all of our Pasco systems. There is no transfer of ownership documents or fees required. Please reply to this email with the new ownership information and I will update the database.

Oculus training will be provided to the public during our open house in September this year. If you want to contact me during that time I can forward you the link to register.

Let me know if you need additional information or need my assistance.

Thank you,

EXHIBIT K

See attached copy of DEP documents



\mathbf{F} lorida \mathbf{D} epartment of

ENVIRONMENTAL PROTECTION 13051 North Telecom Parkway Temple Terrace, Florida 33637-0926 RICK SCOTT GOVERNOR

CARLOS LOPEZ-CANTERA LT, GOVERNOR

HERSCHEL T. VINYARD JR. SECRETARY

August 19, 2014

Fred Snell, Owner Orangeland Subdivision 2109 Overview Drive New Port Richey, FL 34655

Re: Compliance Assistance Offer Orangeland Subdivision Facility ID No.: 651-1307 Pasco County

Dear Mr. Snell,

A compliance inspection was conducted at your facility on May 27, 2014, under the authority of Section 403.061, Florida Statutes (F.S.). During this inspection, possible violations of Chapter 403, F.S., Chapter 62-550, Florida Administrative Code (F.A.C.), and Chapter 62-555, F.A.C. were observed. The purpose of this letter is to offer you compliance assistance as a means of resolving these matters.

Please see the attached inspection report for a full account of Department observations and be advised this Compliance Assistance Offer is part of an agency investigation preliminary to agency action in accordance with Section 120.57(5), F.S. We request you review the items of concern noted in the attached inspection report and respond in writing within **15 days** of receipt of this Compliance Assistance Offer. Your written response should either:

- 1. Describe what you have done to resolve the issue (see "Recommendations for Corrective Action" section of the report),
- 2. Provide information that either mitigates the concerns or demonstrates them to be invalid, or
- 3. Arrange for one of our inspectors to visit your facility to offer suggested actions to return to compliance without enforcement.

It is the Department's desire that you are able to document compliance or corrective actions concerning the possible violations identified in the attached inspection report so that this matter can be closed without enforcement. Your failure to respond promptly in writing (or by e-mail) may result in the initiation of formal enforcement proceedings. Orangeland Subdivision Facility ID No.: 651-1307 Compliance Assistance Offer Page 2 of 2

Please address your response and any questions to Edward Watson of the Southwest District Office at (813) 470-5875, or via e-mail at <u>Edward.Watson@dep.state.fl.us</u>. We look forward to your cooperation with this matter.

Sincerely,

ishqp

Kelly L. Bishop, PG Assistant Director Southwest District Florida Department of Environmental Protection

KLB/xx/xx

Enclosures: Inspection Report

cc: Scott Findlay, Operator, phenti32@msn.com

ec: Danielle Henry, FDEP, Danielle.D.Henry@dep.state.fl.us

Compliance Inspectio	n Fo	orm							Page 1
Water system: ORANGELAND SUE Inspector: JOSEPHINE BEN				_ System PWS #: SCOTT FINDLAY					
System address: 8323 LIMAN DE	RIVE			City NEW PORT RIC		-	e FL	-	34653
Owner name: FRED SNELL				n fan en sen en sen en de sen sen sen en sen sen sen sen sen sen	and a strength of the strength	Own	er title:	OWNER	
Owner address: 2109 OVERVIE	W DR	RIVE		City: NEW PORT RIC	HEY				34655
Owner phone: 727-514-1778	i.						Remarks	(C)	
Operator required? Yes	NO (If	"No",	Operator sections not applicable)	- Operator class & ce	rt. number:	В	4804		
Operator name: SCOTT FINDLA	Υ		329 525		Phone:	727-	403-830	6	
s = satis SOURCE – WEL			U = UNSATISFACTORY ~	= NOT APPLICABLE *		ENT I ORA			
/ell Number/Well ID #	1	2	AAB4607; AAB4608 - SEE REMARKS	Tank(s)/Type(s)	01	UNA		o - 100	0 gallons
/ell head sealed? (Pad/conduit/openings)	S	S		Inspections compliant?	(annual/5yr)		~		
/ell casing 12" above grade?	S	S		Pressure Gauge Compl	iant		S		
asing vent compliant? (2003)	S	S		Pressure relief valve provid			S		
heck valve compliant?	*	S		Security measures com	pliant?		S		
aw tap compliant?	S	S		HARLO BUT STAND	DISTR	IBUTI	ON		
owmeter/Timeclock	5	3	Model: Elster	Water system map com	pliant?				~
/ell Pad Compliant?	S	S		Flushing of dead ends c	ompliant?			See I	Remarks
ecurity measures compliant?	S	S		Valve maintenance com	pliant?			See H	Remarks
TREA	TME	ENT		Chlorine residual > 0.2	mg/L			Ye	es
& M logbook compliant?	S				a date	1	- Horney		R. O. Stor
& M manual compliant?	S		10-11-10-11-1		MANA	GEME	ENT		Mi Man
uxiliary Power	~			Number of high service					
oss of chlorine alarm compliant?	~			Flow meter accuracy ch	and the second se		See	Recom	nendations
reated sample tap provided?	S			ERP / CCC Plans Onsit				~ /	Yes
Cl solution NSF approved?	S				OPE	KAIC	R		
Cl storage complaint	S			Operator visits complian		_		Ye	
Chlorinator	S	Mod	del: Chem-Tech 30 GPD	Plant checked 5 times p	the second second second second				sits/week
CI room compliant?	*			Last inspection fully con	and some in states a state in state the state of the state		No (se		
Scales compliant? Auto switchover provided?	~			Have deficiencies been				N	
Safety:(SCBA/Goves/Ammonia/Panic HW)	2			Were any of the deficier	ELD SAMP		DECULT	Ye	S
Aeration					LED SAMPI	JING	NESULI	3	
	1 1			Plant CI (mg/L)	0.75				
pH adjustment	2 - 2			Distribution CI mg/L)	3.68		ation:	74	23 Knoll

* Was not able to verify during the inspection because there was no handle on the raw tap.

REMARKS AND RECOMMENDATIONS

- Please provide an owner contact email address to the Department.
- Well 1 (AAB4607) is the eastern well and Well 2 (AAB4608) is the western well. The western well has a new submersible pump installed (see previous deficiency from 3/26/2010 inspection).
- The floor drain appeared rusted and did not appear to have a grate.
- · Records indicated that blow-offs were conducted on a quarterly basis.



Compliance Inspection Form DEFICIENCIES

BIO-GROWTH ON THE DRAIN PIPE OF THE TANK

REGULATION REFERENCE: 62-555.350(2), F.A.C. RECOMMENDED ACTION: Please either remove the bio-growth and flush on a regular basis, or, if you plan to not use this drain pipe, please install an end cap.

RUST ON THE WESTERN WELL (AAB4608) CASING

REGULATION REFERENCE: 62-555.350(2), F.A.C. RECOMMENDED ACTION: Please provide the Department a schedule to remove the rust from the well casing.

UN-SCREENED PIPE AT THE EASTERN WELL (AAB4607)

REGULATION REFERENCE: 62-555.320(8)(c), F.A.C. RECOMMENDED ACTION: Please screen the pipe at the eastern well (AAB4607).

TECHNICAL ASSISTANCE PROVIDERS

FLORIDA RURAL WATER ASSOCIATION 2970 Wellington Circle W, Suite 101 Tallahassee FL 32309-6885 E-Mail: FRWA@frwa.net Home Page: http://www.frwa.net 850.668.2746

PICTURES



Compliance Inspection Form		Page 3
	DE/27/2014 12:44	
Well 1 (Eastern) – AAB4607	Well 1 (Eastern) – Pipe without mesh screen	Pressure Gauge
Chlorine Storage and Pump	Floor Drain	Floor Drain



INSPECTOR'S SIGNATURE Josephine Burwell	TITLE Environmental Specialist II DATE AUGUST 13, 2014
REVIEWED BY COLORAD	TITLE Environmental Manager DATE AUGUST 13, 2010

Craciun, Cynthia

From:Craciun, Cynthia on behalf of Watson, EdwardSent:Tuesday, August 19, 2014 2:17 PMTo:'phenti32@msn.com'Cc:Henry, Danielle D.; Watson, Edward; SWD_Clerical (Shared Mailbox)Subject:PWS-651-1307-CAO-Itr and Insp. Rpt.Attachments:CAO.pdf; Orangeland Subdivision 05-27-14 CI.pdf

Sent on behalf of Edward Watson.

A copy was mailed to: Fred Snell, Owner Orangeland Subdivision 2109 Overview Drive New Port Richey, FL 34655

Dear Mr. Findlay:

Attached please find the above subject documents. In an effort to reduce costs and waste, our agency is moving to electronic rather than paper correspondence. This is the only copy that you will receive, unless you request otherwise.

Acrobat Reader 6.0 or greater is required to read this document. It is available for downloading at: <u>http://www.adobe.com/products/acrobat/readstep.html</u>.

If you have any questions concerning the contents of the attached document, please contact the FDEP Environmental Manager Edward Watson at (813)470-5796 or via email Edward.Watson@dep.state.fl.us.

Sincerely,

Cynthia Craciun Department of Environmental Protection 13051 North Telecom Parkway Temple Terrace, FL 33637-0926

The Department of Environmental Protection values your feedback as a customer. DEP Secretary Herschel T. Vinyard Jr. is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on this link to the DEP Customer Survey. Thank you in

advance for completing the survey.



Florida Department of Environmental Protection

Southwest District Office 13051 North Telecom Parkway Temple Terrace, FL 33637-0926 Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

Jonathan P. Steverson Secretary

July 15, 2015

Fred Snell, Owner Orangeland Subdivision 2109 Overview Drive New Port Richey, FL 34655 <u>BSNELL5@HOTMAIL.COM</u>

Re: CAO Closure Letter Orangeland Subdivision Facility ID Number 651-1307 Pasco County

Dear Mr. Snell:

Department personnel conducted a file review of the above-referenced system on July 6, 2015. Based on the information provided, the system was determined to be in compliance.

The Department appreciates your efforts to maintain this system in compliance with state and federal rules. Should you have any questions or comments, please contact James Brock at (813) 470-5737, or via e-mail at: james.brock@dep.state.fl.us.

Sincerely,

Kelly L. Bishop, PG Assistant Director Compliance Assurance Program Southwest District Florida Department of Environmental Protection



Florida Department of Environmental Protection

Southwest District Office 13051 North Telecom Parkway Temple Terrace, Florida 33637-0926

August 22, 2011

Rick Scott Governor

Jennifer Carroll Lt. Governor

Herschel T. Vinyard Jr. Secretary

Mr. Fred Snell 2109 Overview Drive New Port Richey, Florida 34655

Re: Sanitary Survey Report Orangeland Subdivision PWS-ID No. 651-1307 Pasco County

Dear Mr. Snell:

Enclosed please find a copy of the Sanitary Survey Report for the above-referenced potable water system. You are requested to review all listed deficiencies and to notify this office within 30 days, in writing, of the corrective actions taken or planned.

If you have any questions or concerns, please contact me at, (813) 632-7600, extension 317, or e-mail: jamie.l.lewis@dep.state.fl.us.

Sincerely,

Vamie Lewis Environmental Specialist II Drinking Water Section

JL/dsm

Enclosure

cc: Scott Findlay, Operator, phenti32@msn.com

SANITARY SURVEY REPO	RT - Small Sy	stems – Chlori	ne/Aerat	ion / <350 populati	on			Page 1
Motor system: ORANCET AND SUPPLY	TETON		<u> </u>	ntom DIMO # 65	511307	Date of s	10/01/1	08/5/2011
Water system: ORANGELAND SUBDIV		son(s) contacted:	•			Date of S	лчеу	08/ 3/ 2011
					100 000	Storago	oonooih	e 1.000
System type : Population:		Connections:		Design capacity:	100,000			r: <u>1,000</u>
System address: 8323 LIMAN DRIVE	2		City	NEW PORT RICHEY		State	Zip	34653
System address: 8323 LIMAN DRIVE System phone:			-		Cell:			
Fax number:			•	Email:				
Owner name: FRED SNELL			-		С	wner title: _	WINER	
Owner address: 2109 OVERVIEW DE	RIVE		City:	NEW PORT RICHE	ζ	State	Zip _	34655
Owner address: 2109 OVERVIEW DE Owner phone: 727-848-1590					Cell:			
Fax number:			-	Email:				
Operator required? Yes No (If	"No", Operator section	s not applicable)		erator class & cert. r	number:	B 4804		
Operator name: SCOTT FINDLAY Fax number: 727-939-1015					Phone: 72	27-403-830	6	
Fax number : 727–939–1015	· · · · · · · · · · · · · · · · · · ·	<u> </u>		Email: phenti32	@msn.com			
	Well 1	Well 2						
Well Name and/or FL Unique Well ID	AAB4607	AAB4608	Stor	age type used: 🖾Hyd	ro 🗌 Ground	Elevated [Bladder	□N/A
8 Well head sealed? (Pad/conduit/openings)	Yes	Yes	සි Insp	ections compliant? (an	nuai/5yr)		NA-no hat	tch
Well casing 12" above grade?	No < 12"	No < 12"		houts compliant? (ever			*	
Casing vent compliant?(installed, screened)	See Deficiencies	See Deficiencies	(0)	age capacity compliar			*	
Check valve compliant? (installed/no leak)	Yes	Yes	STORAG MDRO	APPURTENANCES:	"X" box belo	w if not comp	liant,	
Tap Compliant? (Smooth/12' high/precheck)	Yes	Yes	ST	PRV Gauge]Sight glass	Bypass	Drain	Compliant
Flow measurable? (if applicable, GPM@psi)	Yes Kent 2" i	n-line mater		APPURTENANCES:				
Flow meter accuracy checked?	See Defic	ciencies	the second second	Hatch Vent		Drain DE	lypass [Compliant
Well capacity > maximum day?	*	*	Ö	ual or automatic contr			Automat	
Setbacks compliant?(hazard type and distance)	*	*		Off pressure of pumps		Well 1: 4		ell 2: 42/50
Name of plant & type of chlorination O & M log compliant?	1	ant/ Hypo	HSP PUMPS/CON	High Service Pumps		+	<u>N/A</u>	
O & M manual compliant?		es		HSP capacity compli rine test kit compliant			N/A	
	· · · · · · · · · · · · · · · · · · ·	es		rine grab sampling co			Yes	
CI storage compliant? (no organics/acid/sun) Chlorinator flow proportionate?		es	12.0.20	i sampling compliant?			Yes	
Treated sample tap provided?		eeder 30 GPD es		mical sampling compliance		+	Yes Yes	
		.5%		l/copper sampling con	Magnetization and		Yes	- <u></u>
		es	10000	monitoring compliant	Start Start		Yes	
Solution tank compliant?(covered/etc)		es		NITORING PLANS: ">		if not complia		
Safety: (Gloves/Apron/Eyewash/etc)	1	10		acteriological Disinf		•		DDEL (C, P)
CI room compliant?(separate/ventilation)		/A		: "X" box below if not				
장 Scales compliant? (installed/functional)	N	/A		reatment Chemicals/Co	mponents []Storage	Pipe 🗌	New Meters
Safety: (SCBA/Gloves/Ammonia)	Ň	/A	NAM CCC	C / Plan(C) implemente	ed?		Yes	
Choose type: "X" box below if not co	mpliant Not app	licable	Rec	ord keeping compliant	?	See Deficie	rcies and	Recommendations
Screen Tray Lid Bypass	🗌 Drain 🔲 Algae Fr	ee 🗌 Compliant	Sec	urity measures compl	iant?		Yes	
Flushing of dead ends compliant?	See Recom	mendations	Plan	t category and type?		Ca	t V / Cl	ass D
Valve maintenance compliant?	See Recom	mendations		t checked 5 days/wee			Yes	
Valve maintenance compliant? Distribution PSI compliant? (> 20 PSI)	Ye	s	iii Ope	rator visits compliant?		Yes	3 visit	ts/week
Chlorine residual above minimum?	Y	es	MO	Rs submittal complian	t/	1	Yes	
FIELD SAMPLING RESULTS Plant Cl (mg/L) /pH		36/		Distribution CI (mg/L) /pl				3**/
TECHNICAL ASSISTANCE PROVIDERS (TA		Ur LIYes (see enc	OSEC IAP		IND IAP reci	ommended at	inis time	
COMMENTS: *Unable to verify at time of i **Distribution system chlorine sample ta		Drive.						

DEFICIENCIES

DEFICIENCY: INADEQUATE WELL CASING VENT SCREEN.

REGULATION REFERENCE: Rule 62-555.320(8)(c), Florida Administrative Code, (F.A.C.)

RECOMMENDED ACTION: Water systems are required to provide a proper well casing vent, (screen), to prevent suction of insects, rodents, or debris. The vent shall terminate in a downturned position, at or above the top of the casing or pitless unit, no less than 12 inches above grade or floor, in a minimum 1 ½ inch diameter opening covered with a 24 mesh, corrosion resistant screen. The pipe connecting the casing to the vent shall be of adequate size to provide rapid venting of the casing. Please install a 24 mesh, corrosion resistant screen on the well casing vents for both wells.

REPEAT DEFICIENCY: NO RECORDS OF FLOW METER ACCURACY CHECK.

REGULATION REFERENCE: Rule 62-555.350(2), F.A.C.

RECOMMENDED ACTION: Systems are required to maintain and calibrate master meters in accordance with the manufacturer's recommendation. Schedule a flow meter accuracy testing within the next 30 days. A copy of the report is to be maintained onsite and a copy sent to the Department.

DEFICIENCY: RUSTED AND LEAKING CHLORINE INJECTION POINT.

REGULATION REFERENCE: Rule 62-555.350 (2), F.A.C. RECOMMENDED ACTION: Repair the leak at the Chlorine injection point.

DEFICIENCY: LEAKS IN STORAGE TANK.

REGULATION REFERENCE: Rule 62-555.350 (2), F.A.C. RECOMMENDED ACTION: Rehabilitate the exterior of the hydropneumatic storage tank.

DEFICIENCY: NO WRITTEN BACTERIOLOGICAL SAMPLING PLAN.

REGULATION REFERENCE: Rule 62-550.518(1), F.AC.

RECOMMENDED ACTION: All public water systems must have a written Bacteriological sampling plan that addresses, at a minimum, location, timing, frequency and rotation period of sample sites that are representative of water throughout the distribution system. Please submit the plan to this office within 30 days and have available for review during your next inspection.

DEFICIENCY: NO WRITTEN DISINFECTION BY-PRODUCT MONITORING PLAN, (DBPP).

REGULATION REFERENCE: Rule 62-550.821(10), F.A.C.

RECOMMENDED ACTION: Water systems shall make their monitoring plan available for review during sanitary surveys conducted by the Department and shall submit their monitoring plan if requested by the Department in accordance with Rule 62-550.821, F.A.C. Please submit the plan to this office within 30 days and have available for review during your next inspection.

DEFICIENCY: NO LEAD AND COPPER MONITORING PLAN.

REGULATION REFERENCE: Rule 62-555.900(12), F.A.C.

RECOMMENDED ACTION: All community and non-transient non-community public water systems must have a Lead and Copper sampling plan. Please submit the plan to this office within 30 days and have available for review during your next inspection.

REMARKS AND RECOMMENDATIONS

NO RECORDS OF DEAD-END WATER MAINS FLUSHING.

Rule 62-555.350 (2), F.A.C., provides that dead-end water mains conveying finished drinking water shall be flushed quarterly or in accordance with a written flushing program established by the supplier of water; additionally, dead-end or other water mains conveying finished water shall be flushed as necessary whenever legitimate water quality complaints are received. Please ensure that flushing will be performed as required and documented in the operation and maintenance log.

NO RECORDS OF VALVE EXERCISING.

Rule 62-555.350 (2), F.A.C., provides that preventive maintenance on electrical or mechanical equipment, including exercising of isolation valves, shall be performed in accordance with the equipment manufacturer's recommendations. Please ensure that the valves are exercised as required and documented in the operation and maintenance log.

NO SCREEN ON PRESSURE RELIEF VALVE FOR STORAGE TANK.

Rule 62-555.350(2), F.A.C., requires that storage tanks are checked annually to ensure screens are in place. Please place a screen on the pressure relief valve located on the hydropneumatic storage tank.

SYSTEM SCHEMATIC



TECHNICAL ASSISTANCE PROVIDERS

FLORIDA RURAL WATER ASSOCIATION 2970 Wellington Circle W, Suite 101 Tallahassee FL 32309-6885 E-Mail: <u>FRWA@frwa.net</u> Home Page: <u>http://www.frwa.net</u> 850.668.2746

MAPS OR DIRECTIONS TO SYSTEM (text and/or graphics)

Take FL-54 west. Turn right and head north on Little Road. Turn left and head west on Liman Road.

DIGITAL PHOTOS



Chlorine injection point is rusted and leaking



Well #2 (AAB4608) well casing vent needs screen



Well #1 (AAB4607) - well casing vent needs screen



INSPECTOR'S SIGNATURE_	and	TITLE_	ES	DATE:	8/15/11
REVIEWED BY	alitho	TITLE	ENV. MGR.		DATE: <u>8-19-11</u>

COMPLIANCE MONITORING COMMUNITY PUBLIC WATER SYSTEMS WITH POPULATION LESS THAN 350

	# Samples	Sampling		<u></u>	
CONTAMINANT	Require d	Location	Frequency	Sample Date	Due Date
	1	Each well	monthly	monthly	monthly
Microbiological (Bacte)	2	Distribution	monthly	monthly	monthly
Volatile Organics	1	POE	3 years (Notes A, 2)	2012	2012
Synthetic Organics	1	POE	3 years (Note 2)(may submit SOC waiver in 2015 & 2018)	2012	2012
Nitrate & Nitrite (as N)	1	POE	annually	2011	2011
Inorganics	1	Each POE	3 years (Note 2)	2012	2012
Asbestos	1 (Note F)	Distribution	9 years (Note 4)	2012	2012
Secondaries	1	Each POE	3 years (Note 2)	2012	2012
Radionuclides	(Note C)	Each POE	3, 6, or 9 years <i>(Note 2</i>)	2015	2015
Lead and Copper	(Note D)			June-Sept. 2012	October 10, 2012
DBP (Stage 1)	1 / plant	Max Res	Quarterly, annually, or triennial <i>(Note 7)</i>	July-Sept. 2012	October 10, 2012

POE = Point of Entry (Samples shall be taken at each entry point to the distribution system that is representative of each source after treatment.)

Note A See Rule 62-550.515(1), F.A.C. Each system shall take four consecutive quarterly samples during its assigned year in the system's first compliance period. If no contaminant is detected, the system shall monitor annually during the next three-year compliance period. If still no contaminants are detected, systems shall take one sample during each subsequent three-year compliance period.

Note C See Rule 62-550.519, F.A.C

Note D Contact the Southwest District Drinking Water Program at 813-632-7600 or contact the Florida Rural Water Association.

Note F See Rule 62-550.511(4), F.A.C. A system without asbestos-containing components shall certify to the Department in writing, using DEP Form No. 62-555.910(10), that it is asbestos free. Certification shall satisfy subsections (1), (2), and (3) of the referenced rule, and shall be submitted each nine-year compliance cycle during the specified year the system is required to monitor.

Note 2 Second year of each three-year compliance period (calendar years 2006, 2009, 2012, etc.).

Note 4 Second year of each nine-year compliance cycle (calendar years 2006, 2009, etc.).

Note 7 Requirements vary. Please contact your local District/County office for specific information.

EXHIBIT L

None on record

EXHIBIT M

None on record

EXHIBIT N

Attached Tariff sheets.

WATER TARIFF

ORANGE LAND UTILITIES, LLC NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

ORANGE LAND UTILITIES, LLC NAME OF COMPANY

3336 GRAND BLVD. SUITE 102

HOLIDAY, FLORIDA 34690 (ADDRESS OF COMPANY)

(727) 937-3293 (Business & Emergency Telephone Number)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL SMALLRIDGE ISSUING OFFICER

> MANAGING MEMBER TITLE

WS-15-0205

WATER TARIFF

TABLE OF CONTENTS

Sheet Number

Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges	17.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

ORANGE LAND UTILITIES, LLC WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 288-W

COUNTY - Pasco

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
7790	10/26/1976	760763-W	Original Certificate

MICHAEL SMALLRIDGE ISSUING OFFICER

DESCRIPTION OF TERRITORY SERVED

SECTION 35, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS AND EXCEPT THE NORTH 375 FEET AND THE EAST 50 FEET OF THE SOUTH 945 FEET AND THE SOUTH 30 FEET OF THE WEST 1270 FEET.

MICHAEL SMALLRIDGE ISSUING OFFICER

ORANGE LAND UTILITIES, LLC WATER TARIFF

COMMUNITIES SERVED LISTING

County	Development	Rate Schedule(s)	Sheets No.
<u>Name</u>	<u>Name</u>	<u>Available</u>	
PASCO	ORANGE LAND	YES	12.0 & 13.0

MICHAEL SMALLRIDGE ISSUING OFFICER

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" The shortened name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 <u>"COMPANY"</u> The shortened name for the full name of the utility which is <u>ORANGELAND WATER</u> SUPPLY
- 6.0 <u>"CUSTOMER"</u> Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 <u>"CUSTOMER'S INSTALLATION"</u> All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 <u>"MAIN"</u> A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 <u>"RATE SCHEDULE"</u> The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 <u>"TERRITORY"</u> The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WS-15-0205

MICHAEL SMALLRIDGE ISSUING OFFICER

ORANGE LAND UTILITIES, LLC WATER TARIFF

INDEX OF RULES AND REGULATIONS

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

WS-15-0205

MICHAEL SMALLRIDGE

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>TARIFF 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 be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

MICHAEL SMALLRIDGE ISSUING OFFICER

WS-15-0205

(Continued from Sheet No. 7.0)

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

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

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

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

- 11.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

MICHAEL SMALLRIDGE ISSUING OFFICER

WS-15-0205
(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)

WS-15-0205

MICHAEL SMALLRIDGE ISSUING OFFICER

(Continued from Sheet No. 9.0)

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

ORANGE LAND UTILITIES, LLC WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

Sheet Number

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

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

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

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 F	acility Charge
5/8" x 3/4"	\$	14.70
3/4"	\$	22.05
1 "	\$	36.75
1 1/2"	\$	73.51
2"	\$	117.62
3"	\$	235.23
4"	\$	367.55
6"	\$	735.09
Charge per 1,000 gallons		
0 – 5,000 gallons	\$	2.12
Over 5,000 gallons	\$	3.13

MINIMUM CHARGE – Base Facility Charge

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

EFFECTIVE DATE - TBD

<u>TYPE OF FILING</u> – APPLICATION FOR TRANSFER

WS-15-0205

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 -Monthly

RATE -

Meter Sizes	Base F	acility Charge
5/8" x 3/4"	\$	14.70
3/4"	\$	22.05
1"	\$	36.75
1-1/2"	\$	73.51
2"	\$	117.62
3"	\$	235.23
4"	\$	367.55
6"	\$	735.09
Charge per 1,000 gallons		
0 – 5,000 gallons	\$	2.12
Over 5,000 gallons	\$	3.13

- **Base Facility Charge** MINIMUM CHARGE -
- TERMS OF PAYMENT Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -TBD
- TYPE OF FILING -**APPLICATION FOR TRANSFER**

CUSTOMER DEPOSITS

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

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

Residential Service	General Service
\$50.00	\$50.00

<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.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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

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

EFFECTIVE DATE - TBD

TYPE OF FILING – APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE ISSUING OFFICER

METER TEST DEPOSIT

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

METER SIZE	<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.

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.

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

<u>VIOLATION RECONNECTION</u> - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

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

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$15.00
Normal Reconnection Charge	\$15.00
Violation Reconnection Charge	\$15.00
Premises Visit Charge	\$10.00

(in lieu of disconnection)

Late Payment Fee	\$ 5.25
NSF Check Charge	Pursuant to Statue 832.08(5)
Convenience Charge	\$ 2.50
Meter Tampering Charge	\$ 50.00

EFFECTIVE DATE - TBD

<u>TYPE OF FILING</u> – APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE ISSUING OFFICER

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

Description	Sheet Number
Schedule of Charges	19.0
Service Availability Policy	18.0

SERVICE AVAILABILITY POLICY

Customers' requesting a main extension will be billed at actual construction and engineering costs. Then ownership of the lines will be deeded to Orange Land Utilities, LLC.

SERVICE AVAILABILITY CHARGES

Description	Amount
Customer Connection (Tap-in) Charge	
5/8" x 3/4"	\$100.00
1"	\$160.00

EFFECTIVE DATE - TBD

TYPE OF FILING – APPLICATION FOR TRANSFER

MICHAEL SMALLRIDGE ISSUING OFFICER

INDEX OF STANDARD FORMS

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

MICHAEL SMALLRIDGE ISSUING OFFICER

> MANAGING MEMBER TITLE

WS-15-0205

APPLICATION FOR WATER SERVICE

MICHAEL SMALLRIDGE ISSUING OFFICER

WS-15-0205

NAME OF COMPANY ORANGE LAND UTILITIES, LLC

WATER TARIFF

Application Form

Name	Telephone Number		
Billing Address		· · · · · ·	
City	State	Zip	
Service Address			
City	State	Zip	
Date service should begin			
Driver's Lic. #	Social Security # :		
Email Address:			

Yes, please email my monthly invoice

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

- 1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 2. The Company may refuse or discontinue water 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.
- 4. Bills for water service will be rendered Monthly, as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
- 5. When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require (oral, written) notice within <u>5</u> days prior to the date the Customer desires to terminate service.

Signature_____

DATE_____

Mike Smallridge, Manager ISSUING OFFICER

ORANGE LAND UTILITIES, LLC WATER TARIFF

COPY OF CUSTOMER'S BILL

MICHAEL SMALLRIDGE ISSUING OFFICER

> MANAGING MEMBER TITLE

WS-15-0205

Orange Land Utilities, LLC

3336 Grand Blvd. Suite 102 Holiday, FL 34690 727-937-3293

Utility Bill

6/1/2016

Amount Due \$23.06 **Jonathan White Amount Paid** Liman Dr. New Port Richey, FL 34655 Account Number Service Address Payment Due Date Liman Dr. 6/1/2016 ⊁∎ Detach Top and Return With Payment e Meter Readings Service s Meter From То Description Previous Current t Consumption Multplier 5/1/2016 5/31/2016 Residential Use 702000 705943 3943 Х 1 \$8.36 **Residential Base** \$14.70 4500 4000 3500 3000 **Prior Account Balance:** \$0.00 2500 2000 1500 1000 **Current Period Total:** \$23.06 500 0 **Total Amount Due:** \$23.06 May-16 If payment is made after \$23.06 the due date amount due: Usage = Graph X 1

If you would like your invoices e-mailed to you please call the utility office at 727-937-3293 or email us at utilitybill@fus1llc.com.

Please Keep Your Meter Clear of Brush And Debris

Customer Name Jonathan White Account Nbr Payment Due Date 6/1/2016

EXHIBIT O

NO ACQUISTION ADJUSTMENT IS REQUESTED.

RATE BASE WAS LAST ESTABLISHED IN DOCKET # 070601-WU ORDER # PSC-08-0309-PAA-WU

THE ONLY ADDITION TO RATE BASE THAT I CAN SEE IS THE ADDITION OF A NEW WELL PUMP. COPY OF INVOICE ENCLOSED.

Pope's Water Systems, Inc. Well Drilling

17610 US Highway 41 North Lutz, FL 33549-4572 Phone 813-949-7413 Fax 813-948-8731

Bill To

Fred J. Snell Groves 8821 Ridge Rd New Port Richey, Fl 34654

P.O. No		Terms	Proje	ect Location		
		Balance due upon completion	Orangela	nd Commur	nity	
ltem	Qty	Desc	ription		Unit	Amount
		W	ell # 2 - Primary			
SPP-5000		5 HP 75 GS50 230v 3ph Submersible F 63' Of 2" Galv. pipe, 63' of 10/3 Subm 1 Splice kit, 1 2" x 12" Galv. Nipple, tee, 1 - 2" Galv. Tee 2 x 3/4 x 2", 3/4 Misc. Fittings and Electrical 3 ph Disco	<u>tersible wire w/grnd, 14x2</u> 13x2Galv. Bushing, 1Spa 4"Snifter Valve, 1-2"Galv. I	Well Seal, acer for top	3,567.25	3,567.251
SL-800		Pull Turbine pump and Install Submersit \$195.00 per hr. NOTE - Customer to take 2 Day Bac		after @	1,600.00	1,600.00
				Subtotal		\$5,167.25
				Sales Tax ((7.0%)	\$2 49.71
ump includ	es a 1-y	ear manufacturer warranty.		Total		\$5,416.96
Champion Ca	aptive-A	ir Tanks includes a 5-year manufacture	r warranty.	Payments/	Credits	\$0.00

 Date
 Invoice #

 2/11/2010
 5316

Balance Due

\$5,416.96

Invoice

EXHIBIT P

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

EXHIBIT Q

THE SELLER CONFIRMED THAT THERE ARE NO OUTSTANDING REGULATORY ASSESMENT FEES, FINES OR REFUNDS OWED.

ORANGELAND UTILITIES, LLC WILL BE RESPONSIBLE FOR PAYING RAF AND FILING THE ANNUAL REPORT FOR 2016 AND SUBSEQUENT YEARS.

EXHIBIT R

Orange Land Utilities would occupy 3% of the allocation with my existing companies (see enclosed spreadsheet).

The rates for the existing customer being purchased have not been updated since the last SARC in 2008. The system requires repairs, replacements and meter replacements as well catching up on maintenance that wasn't done in the past.

The effect on customers of my the other utilities is small because Orange land has a small customer base

% Used # Customers	
100%	2328
13%	314
6%	147
3%	74
8%	177
4%	100
11%	248
8%	196
20%	456
26%	616
0%	0
0%	0
100%	2,328
	100% 13% 6% 3% 8% 4% 11% 8% 20% 26% 0% 0%

RENT / OVERHEAD ALLOCAQTION

EXHIBIT S

COPY OF NOTICE FOR STAFF APPROVAL.

NOTICE OF APPLICATION FOR A TRANSFER OF WATER AND WASTEWATER CERTIFICATES (Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on June 1, 2016, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No.179-W held by Orangeland Water Supply from Orangeland Water Supply to Orange Land Utilities, LLC, providing service to the following described territory in Pasco County, Florida.

DESCRIPTION OF TERRITORY SERVED

SECTION 35, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS AND EXCEPT THE NORTH 375 FEET AND THE EAST 50 FEET OF THE SOUTH 945 FEET AND THE SOUTH 30 FEET OF THE WEST 1270 FEET.

Any objection to the said application must be made in writing and filed with Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL. 32399-0850, within thirty (30) days from the date of this notice. 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.

Orange Land Utilities, LLC 3336 Grand Blvd. Suite 102 Holiday, FL. 34690