

CRYSTAL RIVER UTILITIES, INC.

"Excellence in Potable Water and Wastewater"

June 7, 1996

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL
32301

Re: Application for Authority to Transfer Certificate No. 123-W

960716-WU

Dear Sirs,

Please find enclosed ten copies including original of our application to transfer certificate No. 123-W from Mr. and Mrs. Theodore Jansen to Crystal River Utilities, Inc.. You will also find enclosed by separate envelope a check in the amount of \$750.00 made payable to the Florida Public Service Commission which represents the filing fee for this application.

Upon review, please advise whether any additional information is required to complete the application. Thank you.

Yours truly,

RECEIVED
JUN 10 9 47 AM '96
REGISTRATION
MAIL ROOM



H. Richard Bowles
Vice President

cc B. Sterling (CRU)
T. Jansen

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

T.J.

DOCUMENT NUMBER-DATE

P.O. BOX 520247 . LONGWOOD . FLORIDA . 32752 . TELEPHONE 407 260-2214

06209 JUN 19 1996

FPSC-RECORDS/REPORTING

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES
PURSUANT TO SECTION 367.071, FLORIDA STATUTES

TO: Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale, assignment or transfer of (all) or (part) of Water Certificate No. 123-W and/or Sewer Certificate No. _____ or facilities in _____ County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

MR & MRS. THEODORE JANSEN (904) 787-2265
Name of seller Phone No.
723 E. MAIN STREET
Office street address
LEESBURG FL 34748
City State Zip Code

Mailing address if different from above

- B) The full name (as it will appear on the certificate), address and telephone number of the buyer:

CRYSTAL RIVER UTILITIES, INC. (407) 260-2214
Name of buyer Phone No.
P.O. Box 520247
Office street address
LONGWOOD FL 32752
City State Zip Code

Mailing address if different from above

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

RICHARD BOWLES (407) 260-2214

Name Phone No.

SAME

Street address

City State Zip Code

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other _____ (specify)

E) The date and state of incorporation or organization of the buyer:

8-25-95 FLORIDA

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

ROBERT STERLING, PRESIDENT/DIRECTOR

488 PICKFORD POINT, LONGWOOD, FL 32719

RICHARD BOWLES, VICE PRESIDENT/DIRECTOR

1105 ROXBORO RD, LONGWOOD, FL 32750

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

n/a

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit II A - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

SUNTER WATER COMPANY - SUWAY COUNTY

SEVEN RIVER UTILITIES, INC. - CITRUS COUNTY

LANDS INC. OF RHINELANDER - CITRUS COUNTY

- C) Exhibit II C - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- 1) Purchase price and terms of payment; *PAGE 4; PARA. 7*
- 2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities. *PAGES 2-4; PARA. 3 + 4*
- 3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations. *PAGE 4; PARA. 7*

The contract for sale shall also provide for the disposition, where applicable, of the following:

- 1) Customer deposits and interest thereon; *PARA 2(h); PARA 4(a)*
- 2) Any guaranteed revenue contracts; *N/A*
- 3) Developer agreements; *PARA. 9(i); PARA 3(f)*
- 4) Customer advances; *N/A*
- 5) Debt of the utility; and *PARA 4*
- 6) Leases. *PARA 9(g)*

- JUL 0 34 11:24 FROM SECRET OF STATE
- D) Exhibit II.D - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit II.E - A statement describing the financing the purchase.
- F) Exhibit II.F - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- G) Exhibit II.G. - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. PSC 93 0901 FOF WU 7/7/93 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.) NONE REQUESTED
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

MRS. THEODORE JANSEN (904) 287-2265
 Name Phone No.
123 E. MAIN ST.
 Street address
LEESBURG FL 34748
 City State Zip Code

- J) Exhibit - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

- K) Exhibit II. K - A statement from the buyer that is 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 rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit II. L - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit LATE FILING - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located, if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit LATE FILING - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit LATE FILING - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:
 _____ (one fee for water
 and one for wastewater)

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

- 1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- 2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- 3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- 4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V OTHER

- A) Exhibit I.A - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit I.B - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
- C) Exhibit I.C - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

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

Crystal River Utilities, Inc.

[Signature]

(Applicant) B 420-336-55-0240

BY: Richard Bowles, VP
Name and Title*

Subscribed and sworn to before me this 7
of June 1996.

Theresa Hendricks
Notary Public



*If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

Exhibit II.A.

Public Interest. The transfer of certificates 123-W to Crystal River Utilities, Inc. (CRU) will serve the public interest primarily because the Seller is divesting himself from all interests in community systems. This water system constitutes all remaining FPSC regulated systems owned by this Seller.

Purchaser. Crystal River Utilities, Inc. is a Florida corporation acquiring and operating community water/wastewater systems throughout the state. The company presently owns and operates seven community systems in Florida. The principal stockholders are also the officers of the company having extensive business experience devoting 100% of their time to the operation. The company specializes in smaller community systems such as the one in this application reducing the redundancy and inefficiencies that are inherent in such operations by centralizing management under one ownership.

Principals The president of Crystal River Utilities, Inc. is Mr. Robert Sterling. Mr. Sterling is a graduate of Florida Atlantic University and resides in Longwood, Florida. Mr. Sterling is a certified financial planner with ten years experience as Senior Vice President for Prudential Securities, Inc. and most recently as a financial advisor for his own financial planning services company. Mr. Sterling is now the chief financial officer for Crystal River Utilities, Inc..

Mr. Richard Bowles graduated from Southern Methodist University with a Masters of Business Administration. Mr. Bowles has held executive positions with national development companies and is now Vice President and chief operations officer for Crystal River Utilities, Inc..

Commitment. Crystal River Utilities, Inc. and its principals will fulfill the commitments, obligations and representations of the Seller with regard to utility matters.

EXHIBIT II.C

OPTION AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of this 11th day of April, 1996, by and between Theodore S. Jansen and Marilyn L. Jansen (hereinafter called the Seller), whose address is 723 East Main Street, Leesburg, Florida, 34748 and Crystal River Utilities, Inc. (hereinafter called the Purchaser), whose address is P.O. Box 520247, Longwood, FL 32752.

BACKGROUND. The Seller owns and operates a water treatment and distribution system hereinafter sometimes referred to as the "Utility System". More specifically, the Utility System provides potable water service to approximately 41 residential customers in Lake County, Florida. The Utility System operates under Certificate of Authorization, No. 123-W (the Certificates) issued by the Florida Public Service Commission (the PSC). The Purchaser is desirous of purchasing the Utility System, and the Seller is willing to sell it to the Purchaser upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, Seller and Purchaser hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein.
2. **FURNISHING OF DOCUMENTS.** Except as otherwise provided hereunder, within fifteen (15) days after the execution of this Agreement by both parties, the Seller, if it has not already done so, will make available to the Purchaser, as hereafter provided for, the following:
 - a. Plans and specifications showing the water well(s), water treatment plants, storage tanks of the Utility System as now constructed (as-built), together with a map showing the water distribution lines, and appurtenances as now constructed, and all other facilities constituting the Utility System. (Exhibit 2a)
 - b. Copies of Seller's Certificates of Authorization issued by the PSC. (Exhibit 2b)
 - c. Copies of all active agreements, hereinafter referred to as "Developers or Service Agreements". (Exhibit 2c)
 - d. A schedule and copies of all other agreements entered into between Seller and other parties in connection with Seller's operation of the Utility System, including, but not limited to, leasehold agreements, operator and vendor contracts, and construction contracts. (Exhibit 2d)
 - e. An inventory containing a list of all equipment, computers, software, water reading devices, vehicles, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and all other personal property owned by Seller to be transferred to Purchaser as a part of this sale (Exhibit 2e)

f. Tariff of Seller which shall include a schedule of all rates, fees and charges in effect at the time of this Agreement. (Exhibit 2f)

g. Copies of all permits required by any federal, state, county, municipal or unit of special purposed government for the ownership, operation, distribution, production and treatment of potable water. This shall include but not be limited to consumptive use permits, and permits for work not started or not completed. (Exhibit 2g)

h. A list of all active connections listing name, address and telephone number if available. A list of any prepaid customer accounts. A list of all customer deposits held including amount, name and address, date deposit was received and accrued interest. (Exhibit 2h)

i. Legal description of the authorized service area provided in the PSC tariff. (Exhibit 2i)

j. A copy of all the DEP sanitary surveys and compliance reports issued over the last three years. A copy of the daily logs for each system from January 1 to December 31, 1995. A copy of all potable water quality test results as required by DEP for the period between January 1, 1995 and December 31, 1995. Monthly billing records for the same period. (Exhibit 2j)

k. All contractor's warranties and manufacturer's warranties held by Seller with respect to equipment and completed or in progress construction work. At Closing, Seller shall assign all existing transferable warranties to Purchaser. (Exhibit 2k)

l. A schedule of any and all insurance policies in force covering the Seller as they may relate to the Purchased Assets for a period of two (2) years prior to the date of Closing. (Exhibit 2l)

m. Certified legal description and sketch of the real estate to be conveyed to the Purchaser showing all appurtenances, encroachments, easements, rights-of-way, flood zones and improvements. (Exhibit 2m)

n. A legal or other verifiable description of all private easements, licenses, prescriptive rights and right-of-way owned and used by Seller for the construction, operation and maintenance of the Utility System. (Exhibit 2n)

3. COVENANT TO SELL/OPTION TO PURCHASE AND DESCRIPTION OF PURCHASED ASSETS.

The Seller hereby gives the Purchaser the option to purchase the Purchased Assets, and ~~Purchaser hereby agrees to buy from the Seller, the Purchased Assets~~ for the Purchase Price and upon the terms, and subject to the conditions and other provisions hereof. For convenience, the term "Purchased Assets" shall be used to designate the assets, business properties, and rights both tangible and intangible which Seller owns or in which it has an interest regarding the "Utility System", all of which are being purchased hereunder by the Purchaser and which include the following:

16
989

- a. The real property and interests in real property owned by Seller and all buildings and improvements located thereon.
- b. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads and other areas owned and/or used by Seller for the construction, operation and maintenance of the Utility System.
- c. All water treatment plants, water supply, distribution facilities of every kind and description including but not limited to pumps, plants, tanks, transmission lines, distribution lines, supply lines, valves, meter, meter boxes, service connections and all other inventory listed.
- d. To the extent transferable, all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System.
- e. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by the Purchaser which are in possession of Seller or its agents pertaining to the operation of the Utility System.
- f. All rights of Seller under any Service Agreements.
- g. This option shall exist for six months and shall be exercised by Purchaser's written notice to Seller, accompanied by confirmation of Florida Public Service Commission (FPSC) approval of transfer of the Certificate from Seller to Purchaser. Closing shall then be thirty days thereafter. Should Purchaser not so exercise this Option within six months of the date of this Agreement (the Option Period) the option shall terminate completely, except, however, Seller shall agree to up to a sixty day extension of the option period if, prior to the end of said six month option period, Purchaser provides reasonably sufficient written confirmation that it has diligently sought said FPSC approval and it is then likely soon forthcoming.

4. **EXCLUDED ASSETS.**

- a. Cash, bank accounts, deposits maintained by Seller with any governmental authority, utility deposits and prepaid expenses not to be prorated. Customer connection deposits are not excluded assets.
- b. Seller affirms and Buyer acknowledges that Seller will be responsible for the payment of any federal taxes resulting from the receipt of or contribution to the utility of plant, equipment or cash prior to closing.

c. All notes and accounts receivable of Seller, provided however Seller shall remain obligated to pay all accounts payable and other payables of Seller incurred or accrued up to Closing

5. **INSPECTIONS PERIOD.**

a. Purchaser shall have thirty days from the date of this Agreement within which to conduct whatever examinations and inspections it deems necessary or desirable. If Purchaser is unsatisfied, in its sole discretion, Purchaser shall have the right to terminate the Agreement, provided, however, that such notice must be given to Seller on or before the last day of the Inspections Period.

b. Upon reasonable notice, the Seller will permit full examination by the Purchaser of all existing contractual obligations, physical systems, assets, real property, rights-of-way, easements, and inventories utilized by the Seller in the operation of the Utility System.

6. **CONDITION OF PURCHASED ASSETS.**

The parties hereto agree that Purchaser is buying the assets in "as is" and "where is" condition.

7. **OPTION/PURCHASE PRICE: PAYMENT**

a. The total Purchase Price for the Utility System shall be TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000). Purchaser shall pay ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) in cash to Seller upon execution of this Agreement as payment for this option. Said option money shall be refundable only if this Agreement is terminated in accordance with paragraph 5 above, or in the event the FPSC denies transfer of the Certificate for reasons beyond the control of Purchaser. If Purchaser exercises this option to purchase in accordance with paragraph 3 above and the closing occurs, said option money shall be applied as down payment toward the purchase price. At closing, Purchaser shall pay an additional TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) and the balance of the Purchase Price will consist of a purchase money note in favor of Seller secured by a mortgage and lien on the Purchased Assets only. The note will earn interest at 7.5% per year with equal monthly principal and interest payments made in sufficient amount to amortize the loan completely within seven years from the date of Closing. There shall be no penalties for prepayment of the note at any time.

Closing shall take place at the office of Jesse Graham, Jr. at 369 New York Avenue, Winter Park, Florida, 32789. If arrangements can be made, Seller will be allowed to sign closing documents at his attorney's office and this transaction will be completed through the mail.

8 **PURCHASER'S WARRANTIES**

- a. The Purchaser is a registered Florida corporation and has all the requisite power and authority to enter into this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement.
- b. Purchaser warrants that it has never been denied a transfer of certificate of authorization by the PSC and is not aware of any reason why the PSC would deny transfer of the Certificate mentioned herein.
- c. Purchaser warrants that during the term of its ownership, it will cause to be employed only qualified licensed operators to operate and maintain the System per the requirements of the Department of Environmental Regulation. Purchaser further warrants that, from the time it begins operating the system until the purchase money note is paid in full it will keep the utility system in compliance with all applicable governmental requirements including but not limited to all annual and monthly testing. The requirements of this subparagraph shall be included as a mortgagor's obligation in the parties' Purchase Money Mortgage.

9. **SELLER'S WARRANTIES**

- a. Seller is the true owner of the Utility System and has all the requisite power and authority to enter into this Agreement, has good and marketable title to the Purchased Assets, can sell and lease the real and personal property described herein, can carry out and perform the terms and provisions of this Agreement.
- b. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, or any indenture, agreement, or other instrument to which the Seller is a party, or by which it is bound.
- c. From and after the date of the execution of this Agreement, Seller will not encumber any of the Purchased Assets, with the exception of any transactions occurring in the ordinary course of Seller's business, without the consent of Purchaser which shall not be unreasonably withheld.
- d. Seller warrants and represents that there will be no material depletion or change of condition of the Purchased Assets of the Seller from and after the date of this Agreement and that the facilities will be properly maintained.
- e. Seller will cooperate by providing Purchaser with reasonable access to records and facilities to assist in the Purchaser's inspections. The information provided to the Purchaser shall be true and correct to Seller's best knowledge and belief and Seller shall not omit any material fact that would make the information misleading.

f. Except for the Permitted Encumbrances set forth herein, there will be after Closing, no liens, claims or encumbrances against the Purchased Assets. In the event the Utility System is cited, prior to Closing, for any violation of a regulatory or permitting requirement, Seller shall remedy said violation prior to the Closing.

g. There exists no employment contracts, vendor agreements or other contractual obligations of the Utility System which cannot be canceled within thirty (30) days notice, and without payment for cancellation.

h. During the period of time between the date of the Agreement and Closing, Seller shall maintain its existing level of fire and extended coverage insurance to cover the cost of any repairs to the Purchased Assets, and the risk of loss shall fall upon the Seller. If any portion of the Purchased Assets is damaged by fire, casualty or Act of God before the Closing, the Purchaser shall have the option of (1) closing and accepting the Purchased Assets "As Is" without adjustment to the Purchase Price and accepting the insurance proceeds; or (2) in the event Seller cannot repair and deliver the Purchased Assets within ninety days, canceling this Agreement and releasing the parties from all further obligation to each other.

i. After the execution of this Agreement, Seller will not enter into any new Developer Agreements or modify any existing Agreements without the prior consent of the Purchaser.

j. Seller is not in default with respect to any order, writ, injunction, or decree of any court or federal, state, municipal or other governmental department regarding the ownership, operation or maintenance of the Purchased Assets. There is no pending or threatened litigation or governmental action which could prohibit or interfere with the performance of this Agreement.

k. The real property portion of the Purchased Assets is in compliance with, and to the best of Seller's knowledge, Seller has not violated in connection with the ownership, use, maintenance, or operation of the real property or the Purchased Assets, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act (Environmental Laws). Seller has not authorized the placing or depositing of hazardous substances on the real property portion of the Purchased Assets except, if at all, in accordance with the applicable Environmental Laws, and Seller has no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on the premises except in accordance with such Laws.

l. The representations and warranties contained herein are true and correct and shall survive Closing. The Parties agree to hereby hold each other harmless from, and to indemnify each other against, any and all losses or damages (including, but not limited to administrative, trial, and appellate attorney fees and costs) suffered by the Parties resulting from: (1) any misrepresentation of material fact contained in the Agreement; (2) any material breach of the representations and warranties made pursuant to the Agreement.

10. **TITLE INSURANCE.** The Purchaser shall obtain and pay for the policy premium cost only of title commitment and title insurance as provided herein which shall be delivered ten days before Closing. The title insurance commitment shall commit to issue an owner's title insurance policy to the Purchaser covering the fee simple real property portion of the Purchased Assets (substantially in accordance with the ALTA Standard Owner's Form B) upon the recording of deeds to the Property, said commitment reflecting title to the property to be marketable or insurable, except for the Permitted Encumbrances (as defined herein), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey, mechanic's liens, and shall provide such endorsements and affirmative coverage as Purchaser reasonably requests. Purchaser shall notify Seller in writing of any defect in Seller's title insurance commitment other than those accepted herein. Seller shall be entitled to thirty days time to eliminate any of the objections to title set forth by Purchaser that Seller chooses to eliminate. In the event Seller shall be unable to deliver title as herein provided, then Purchaser may elect to accept whatever title Seller is able to convey without abatement of the Purchase Price; or reject title and terminate this Agreement and receive a refund of the deposit. Title to the real property portion of the Purchased Assets will be conveyed to Purchaser at Closing by general warranty deed subject to the Permitted Exceptions and those matters not objected to by Purchaser. The personal property portion of the Purchased Assets will be conveyed by Bill of Sale and accompanied by the appropriate no-lien affidavits executed by the Seller.

11. **PERMITTED ENCUMBRANCES.** As used above, Permitted Encumbrances mean and include the following:

a. All present and future building restrictions, zoning regulations and all present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the real property and the use thereof as represented herein, none of which however shall impair or restrict the use of the Property for the operation of the Utility System.

b. Easements, restrictions, reservations, right-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any Murphy Deeds, none of which contain a right of exploration or right-of-way shall impair or restrict the use of the Property for the operation of the Utility System.

c. Such other matters as are permitted under the terms of this Agreement, including but not limited to the Developer Agreements.

12. **CONDITIONS PRECEDENT TO CLOSING** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party shall be prohibited by decree or law from consummating the transaction.
- b. There shall not be pending or threatened on the Closing Date any legal action or proceeding which would prevent the acquisition of the Purchased Assets or its use, title or enjoyment.
- d. Both parties shall each have performed all the undertakings required under the terms hereof.
- e. All warranties and representations herein of both parties shall be true as of the Closing Date.

13. **CLOSING DATE AND CLOSING.**

- a. Provided the conditions to be performed prior to Closing have been performed, this transaction shall close thirty days after Purchaser's exercise of the Option as provided in Paragraph 3 above, unless the Closing Date is extended by mutual agreement of the parties in advance. The Closing Date shall automatically be extended for up to thirty days if necessary to complete a condition precedent or as otherwise provided for in paragraph 6, 10 and 12 of this agreement.
- b. At Closing, documentary stamps on the deed shall be paid by Purchaser. The value attributable to the real property portion of the Utility System is TWO THOUSAND AND NO/100 DOLLARS (\$2,000).
- c. All property (intangible and tangible) and utility franchise taxes on the Purchased Assets shall be prorated as of the Closing Date.
- d. Prior to or simultaneously with the Closing, Seller shall read meters and invoice customers for services rendered prior to the time of Closing, which receivables shall be the sole property of Seller. Included with this invoice shall be a notice advising the customers of the change in ownership of the Utility System and that payments should be made directly to Purchaser. Purchaser shall reasonably assist Seller in the collection of any receivables credited to Seller at Closing. Purchaser shall not be obligated to initiate litigation to collect any such receivables for Seller.
- e. Sums held or collected by Seller for Service Availability or System Capacity Charges for future use shall become the property of Purchaser.

- f All transfers required or necessary hereunder shall take place on Closing Date, unless extended by mutual consent.
- g Each of the respective parties shall pay its own attorney, accountant, engineer and other professional advisors in connection with this transaction.
- h All bills for services rendered in connection with the operation of the Utility System prior to Closing shall be paid by Seller.
- i Purchaser shall pay the cost of recording the deed, mortgage and note. Purchaser shall pay the cost of documentary stamps on the deed and mortgage. Purchaser shall pay intangible tax on mortgage and promissory note, if any.

14. **FLORIDA PUBLIC SERVICE COMMISSION MATTERS.**

a. The Purchaser shall petition the Florida Public Service Commission to transfer the certificate of authorization. Seller shall file any reports required and attend hearings, if necessary, and satisfy its outstanding Florida gross receipts tax obligations through the date of Closing. All costs and expenses relative to terminating its relationship with the FPSC shall be borne by the Seller. All costs relative to the transfer of the Certificate shall be borne by the Purchaser.

15. **This provision left blank intentionally.**

16. **SURVIVING PROVISIONS.** Paragraphs 6,8,9,14,15,16 and 17 shall survive Closing.

17. **MISCELLANEOUS.**

a. This writing embodies the entire agreement and understandings between the parties hereto and there are no other agreements or understandings that are not merged herein and superseded hereby. Modifications to this Agreement must be in writing and signed by both parties hereto. This Agreement shall be governed according to the laws of Florida and is executed in good faith.

b. Neither Purchaser nor Seller may transfer or assign this Agreement without obtaining the prior written consent of the other.

c. The Seller and Purchaser represent and warrant each to the other that they have not dealt with either a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement. Further, each party shall indemnify the other and hold it

harmless against any claim, cost, expense, liability or loss (including reasonable attorneys fees) incurred as a result of any fees alleged to be payable because of this Agreement.

d. In the event of a default by the Purchaser under this Agreement, prior to Closing, the Seller's sole and exclusive remedy shall be to retain the option purchase money as liquidated damages. In the event of a default by the Seller under this Agreement prior to closing, the parties agree that Purchaser shall be entitled to enforce specific performance of the terms and conditions of this Agreement. In the event of a default by either party after Closing, the parties agree that either shall be entitled to enforce specific performance of the surviving terms and conditions of this Agreement. Neither party shall be considered to be in default of this Agreement until the non-defaulting party gives written notice of the default to the defaulting party and affords that party ten working days to cure the default.

e. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the Seller and Purchaser.

f. Time is of the essence in the performance of each provision of this Agreement.

g. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

h. In the event any term or provision of this Agreement is determined to be illegal or invalid, such provision shall be given its nearest legal meaning and the remainder of the Agreement shall be construed to be in full force and effect.

i. In the event of litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including appellate court costs.

j. The Seller will cooperate by providing reasonable access to their records and facilities for inspection.

k. This offer will expire April 15, 1996 if not executed in multiple originals or extended in writing by both parties. Any notice or other document required to be given hereunder shall be in writing and shall be delivered personally, by courier, or sent by certified or registered mail, postage prepaid. If sent by registered or certified mail, the date of mailing shall be the date of delivery. If to Seller, such notice shall be addressed to:

Seller and Seller's address/telephone:

Mr. and Mrs. Theodore Jansen
723 East Main Street
Leesburg, FL
34748
Telephone (352) 787-7818

with a copy to Seller's counsel:

Mr. Rantson Davis, Esq.
Davis and Davis
P.O. Drawer 491319
Leesburg, FL
34749-1319
Telephone (352) 787-4282
Facsimile (352) 787-0176

Purchaser and Purchaser's address/telephone:

Richard Bowles
Crystal River Utilities, Inc.
P.O. Box 520247
Longwood, FL
32752-0247
Telephone 407-260-2214
Facsimile 407-260-2123

with a copy to Purchaser's counsel:

Jesse Graham, Sr.
Graham, Clark, Jones
369 New York Avenue
Winter Park, FL
32789
Telephone 407-647-4455
Facsimile 407-647-8541

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed the day and year aforesaid:

WITNESSES AS TO SELLER:

SELLER:

Wayne A. Barteau
Printed Name Wayne A. Barteau

By Theodore Jansen
Printed Name: Theodore Jansen

By Marilyn Jansen
Printed Name: Marilyn Jansen

Hevel Enfinger
Printed Name Hevel ENFINGER

Date: 4/11/96

WITNESSES AS TO PURCHASER: PURCHASER:

Richard Bowles
Printed Name Richard BOWLES

By Richard Bowles, VP
Printed Name: Richard Bowles
Title: Vice President

Printed Name _____

Date: 4/17/96

RavenContract.LWP

Exhibit II D

FPSC Assessments. All assessments fees for 1995 have been paid by Seller. Assessment fees for 1996 will be estimated, prorated and credited to Purchaser at closing.

Exhibit II E

Financing. Financing will be provided by the Seller accounting for approximately 87% of the purchase price. Seller's financing will be secured by a note and mortgage on the assets providing for principal and interest payments to amortize the loan over seven years. The balance of the purchase price will be cash from Crystal River Utilities, Inc..

Exhibit II F

Sources of Funding. Seller financing and cash from Purchaser.

EXHIBIT II.G

Theodore S. Jansen d/b/a
 UTILITY NAME: RAVENSWOOD WATER SYSTEM

YEAR OF REPORT DECEMBER 31, 19 <u>95</u>

COMPARATIVE BALANCE SHEET

Account Name	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant In Service (101-105) -----	F-5,W-1,S-1	\$ <u>19,753.32</u>	\$ <u>14,412.32</u>
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-3	<u>11,080.00</u>	<u>10,548.37</u>
Net Utility Plant -----		\$ <u>8,673.32</u>	\$ <u>3,863.95</u>
Cash -----		<u>87.18</u>	<u>277.32</u>
Customer Accounts Receivable (141) -----			
Other Assets (Specify) -----			
ACQUISITION ADJUSTMENT -----		<u>7,445.00</u>	<u>7,445.00</u>
ACCUMULATED AMORTIZATION ACC. ADJ -----		<u>(3,916.03)</u>	<u>(3,708.06)</u>
CONSTRUCTION IN PROGRESS -----			<u>2,025.53</u>
Total Assets -----		\$ <u>12,289.47</u>	\$ <u>9,902.84</u>
Liabilities And Capital:			
Common Stock Issued (201) -----	F-6	\$ -----	\$ -----
Preferred Stock Issued (204) -----	F-6		
Other Paid In Capital (211) -----			
Retained Earnings (215) -----	F-6		
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6	<u>6,239.93</u>	<u>4,597.19</u>
Total Capital -----		\$ <u>6,239.93</u>	\$ <u>4,597.19</u>
Long-Term Debt (224) -----	F-6	\$ -----	\$ -----
Accounts Payable (231) -----			
Notes Payable (232) -----		<u>2,913.63</u>	<u>1,350.00</u>
Customer Deposits (235) -----		<u>409.98</u>	<u>299.03</u>
Accrued Taxes (236) -----			
Other Liabilities (Specify) -----			
Advances For Construction -----			
Contributions In Aid Of Construction - Net (271-272) -----	F-8	<u>2,725.93</u>	<u>3,156.62</u>
Total Liabilities And Capital -----		\$ <u>12,289.47</u>	\$ <u>9,902.84</u>

Theodore S. ansen d/b/a
 UTILITY NAME: RAVENSWOOD WATER SYSTEM

YEAR OF REPORT
 DECEMBER 31, 1905

NET UTILITY PLANT

Plant Accounts: (101-107) Inclusive	Water	Sewer	W & S Other Than Reporting Systems	Total
Utility Plant In Service (101)	\$ 19,753.32	\$	\$	\$ 19,753.32
Construction Work In Progress (105)				
Other (Specify)				
Total Utility Plant	\$ 19,753.32	\$	\$	\$ 19,753.32

ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Sewer	W & S Other Than Reporting Systems	Total
Balance First Of Year	\$ 10,548.37	\$	\$	\$ 10,548.37
Credits During Year:				
Accruals charged to depreciation account	\$ 531.63	\$	\$	\$ 531.63
Salvage				
Other credits (specify)				
Total credits	\$ 531.63	\$	\$	\$ 531.63
Debits During Year:				
Book cost of plant retired	\$	\$	\$	\$
Cost of removal				
Other debits (specify)				
Total debits	\$	\$	\$	\$
Balance End Of Year	\$ 11,030.00	\$	\$	\$ 11,030.00

40639
78.25

73 4316

WARRANTY DEED FROM CORPORATION

EXHIBIT V. A

BOOK 497 PAGE 337
RAWCO FORM 23

to 4.00
at 22.50
of 2.00

This Warranty Deed Made and executed the 27th day of February A D 1973 by
RAVENSWOOD DEVELOPMENT COMPANY, INC.

a corporation existing under the laws of Florida and having its principal place of business at
hereinafter called the grantor to

THEODORE S. JANSEN and MARILYN L. JANSEN, his wife
whose postoffice address is 723 East Main Street, Leesburg, Florida 32748
hereinafter called the grantee

Witnesseth: That the grantor, for and in consideration of the sum of \$ 108,000 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Lake County Florida, viz:

Lot 25 in Ravenswood Park, located in Section 2,
Township 20 South, Range 24 East, of Lake County,
Florida.

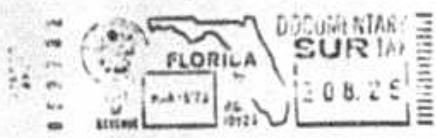


FILED
CLERK OF COUNTY OF LAKE COUNTY
MAR 5 2 17 PM '73

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances



In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST Hugh A. Bryson
Treasurer

Ravenswood Development Company, Inc.

Signed, sealed and delivered in the presence of:
Mary J. Bryant
Grace H. Robinson

By Lisbeth Jansen
President

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **THEODORE S. JANSEN and HUGH A. BRYSON**
well known to me to be the President and Secretary and Treasurer respectively of the corporation named as grantor in the foregoing deed and that they solemnly acknowledged executing the same in the presence of two subscribing witnesses whose names and residences under oath they swore to claim to and purport to be, and that the said officers therein is the true signature and act of said corporation.
WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of February A D 1973

[Signature]
Notary Public

Exhibit II K

Tax Returns Applicant has included copies of Seller's tax returns for the years following the most recent rate case order in 1993.

Exhibit III

Condition of System. Crystal River Utilities, Inc. conducted outside professional as well as personal investigations of the water system. In addition, a complete review of all files at the Florida Department of Environmental Regulation was performed. No outstanding consent orders are pending. To the best of our knowledge, there are no outstanding violations with the DEP on this system.

*** SCHEDULE C**
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business
(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065.

Attach to Form 1040 or Form 1041. See instructions for Schedule C (Form 1040).

EXHIBIT II.K

OMB No. 1545-0074

1993

Attachment
Sequence No. **09**

Name of proprietor

MARILYN JANSEN

Social security number (SSN)

338-28-3981

A Principal business or profession, including product or service (see page C-1)

WATER UTILITY

B Enter principal business code

(from page C-6) **6692**

C Business name. If no separate business name, leave blank.

RAVENWOOD WATER SYSTEM

D Employer ID number (EIN), if any

59-6160321

E Business address (including suite or room no.) **723 EAST MAIN STREET, LEESBURG, FL**

City, town or post office, state, and ZIP code

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) _____

G Method(s) used to value closing inventory: (1) Cost (2) Lower of cost or market (3) Other (attach explanation) (4) Does not apply (if checked, skip line H)

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation

I Did you "materially participate" in the operation of this business during 1993? If "No," see page C-2 for limit on losses

J If you started or acquired this business during 1993, check here

Yes No

X

Part I Income

1 Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here	<input type="checkbox"/>	1	8,703
2 Returns and allowances		2	
3 Subtract line 2 from line 1		3	8,703
4 Cost of goods sold (from line 40 on page 2)		4	1,242
5 Gross profit. Subtract line 4 from line 3		5	7,461
6 Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)		6	
7 Gross income. Add lines 5 and 6		7	7,461

Part II Expenses (Caution: Do not enter expenses for business use of your home on lines 8 - 27. Instead, see line 30.)

8 Advertising	8	19 Pension and profit-sharing plans	19
9 Bad debts from sales or services (see page C-3)	9	20 Rent or lease (see page C-4):	
10 Car and truck expenses (see page C-3)	10	a Vehicles, machinery & equipment	20a
11 Commissions and fees	11	b Other business property	20b 985
12 Depletion	12	21 Repairs and maintenance	21
13 Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)	13 421	22 Supplies (not included in Part III)	22 325
14 Employee benefit programs (other than on line 19)	14	23 Taxes and licenses	23
15 Insurance (other than health)	15 871	24 Travel, meals, and entertainment:	
16 Interest:		a Travel	24a 177
a Mortgage (paid to banks, etc.)	16a	b Meals and entertainment	
b Other	16b	c Enter 20% of line 24b subject to limitations (see page C-4)	
17 Legal and professional services	17 350	d Subtract line 24c from line 24b	24d
18 Office expense	18 197	25 Utilities	25 373
28 Total expenses before expenses for business use of home. Add lines 8 through 27b in columns		26 Wages (less jobs credit)	26
29 Tentative profit (loss). Subtract line 28 from line 7		27 Other expenses (from line 46 on page 2)	27 1,499
30 Expenses for business use of your home. Attach Form 8829		28	28 5,198
31 Net profit or (loss). Subtract line 30 from line 29		29	29 2,263
• If a profit, enter on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Fiduciaries, enter on Form 1041, line 3.		30	
• If a loss, you MUST go on to line 32.		31	31 2,263
32 If you have a loss, check the box that describes your investment in this activity (see page C-5):			
• If you checked 32a, enter the loss on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Fiduciaries, enter on Form 1041, line 3.			
• If you checked 32b, you MUST attach Form 8198.			

32a All investment is at risk
32b Some investment is not at risk

SCHEDULE C
(Form 1040)

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

1994

Attachment
Sequence No. **09**

Department of the Treasury
Internal Revenue Service (7)

Partnerships, joint ventures, etc., must file Form 1065.
Attach to Form 1040 or Form 1041. See instructions for Schedule C (Form 1040).

Name of proprietor
MARILYN JANSEN

Social security number (SSN)
338-28-3981

A Principal business or profession, including product or service (see page C-1)
WATER UTILITY

B Enter principal business code (from page C-6) ▶ **6692**

C Business name, if no separate business name, leave blank.
RAVENWOOD WATER SYSTEM

D Employer ID number (EIN), if any
59-6160321

E Business address (including suite or room no.) ▶ **723 EAST MAIN STREET, LEEBSBURG, FL**
City, town or post office, state, and ZIP code

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶

G Method(s) used to value closing inventory: (1) Cost (2) Lower of cost or market (3) Other (attach explanation) (4) Does not apply (if checked, skip line H)

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation

I Did you "materially participate" in the operation of this business during 1994? If "No," see page C-2 for limit on losses

J If you started or acquired this business during 1994, check here

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part II Income

1	Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here	<input type="checkbox"/>	1	11,764
2	Returns and allowances		2	
3	Subtract line 2 from line 1		3	11,764
4	Cost of goods sold (from line 40 on page 2)		4	2,365
5	Gross profit. Subtract line 4 from line 3		5	9,399
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)		6	130
7	Gross income. Add lines 5 and 6		7	9,529

Part III Expenses Enter expenses for business use of your home only on line 30.

8	Advertising	8	19	Pension and profit-sharing plans	19	
9	Bad debts from sales or services (see page C-3)	9	20	Rent or lease (see page C-4):	20a	
10	Car and truck expenses (see page C-3)	10	20b	a Vehicles, machinery & equipment	20b	930
11	Commissions and fees	11	21	b Other business property	21	
12	Depreciation	12	22	Repairs and maintenance	22	
13	Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)	13	23	Supplies (not included in Part III)	23	1,030
14	Employee benefit programs (other than on line 19)	14	24	Taxes and licenses	24	
15	Insurance (other than health)	15	24a	Travel, meals, and entertainment:	24a	
16	Interest:		24b	a Travel	24b	
16a	a Mortgage (paid to banks, etc.)	16a	24c	b Meals and entertainment	24c	
16b	b Other	16b	24d	c Enter 50% of line 24b subject to limitations (see page C-4)	24d	
17	Legal and professional services	17	25	d Subtract line 24c from line 24b	25	380
18	Office expense	18	26	Utilities	26	
25			27	Wages (less employment credits)	27	
26			28	Other expenses (from line 46 on page 2)	28	
28	Total expenses before expenses for business use of home. Add lines 8 through 27 in columns	28	29		29	3,620
29	Tentative profit (loss). Subtract line 28 from line 7	29	30		30	5,900
30	Expenses for business use of your home. Attach Form 8829	30				
31	Net profit or (loss). Subtract line 30 from line 29	31				5,900

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule C (Form 1040) 15

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business
(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065.

Attach to Form 1040 or Form 1041. See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

1995
Attachment
Sequence No. **09**

Name of proprietor
MARILYN JANSEN

Social security number (SSN)
338-28-3981

A Principal business or profession, including product or service (see page C-1)
WATER UTILITY

B Enter principal business code (from page C-6) ▶ **6692**

C Business name. If no separate business name, leave blank.
RAVENWOOD WATER SYSTEM

D Employer ID number (EIN), if any
59-6160321

E Business address (including suite or room no.) ▶ **723 EAST MAIN STREET, LEESBURG, FL**
City, town or post office, state, and ZIP code

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶

G Method(s) used to value closing inventory: (1) Cost (2) Lower of cost or market (3) Other (attach explanation) (4) Does not apply (if checked, skip line H)

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation ...

I Did you "materially participate" in the operation of this business during 1995? If "No," see page C-2 for limit on losses ... Yes No

J If you started or acquired this business during 1995, check here ...

Part III Income			
1	Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here ...	<input type="checkbox"/>	11,790
2	Returns and allowances		
3	Subtract line 2 from line 1		11,790
4	Cost of goods sold (from line 40 on page 2)		4,275
5	Gross profit. Subtract line 4 from line 3		7,515
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)		65
7	Gross income. Add lines 5 and 6		7,580

Part III Expenses Enter expenses for business use of your home only on line 30.			
8	Advertising	8	
9	Bad debts from sales or services (see page C-3)	9	
10	Car and truck expenses (see page C-3)	10	180
11	Commissions and fees	11	
12	Depletion	12	
13	Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)	13	308
14	Employee benefit programs (other than on line 19)	14	
15	Insurance (other than health)	15	1,192
16	Interest		
16a	Mortgage (paid to banks, etc.)	16a	
16b	Other	16b	289
17	Legal and professional services	17	
18	Office expense	18	
19	Pension and profit-sharing plans	19	
20	Rent or lease (see page C-4):		
20a	Vehicles, machinery & equipment	20a	
20b	Other business property	20b	990
21	Repairs and maintenance	21	
22	Supplies (not included in Part III)	22	
23	Taxes and licenses	23	1,206
24	Travel, meals, and entertainment:		
24a	Travel	24a	
24b	Meals and entertainment	24b	
24c	Enter 50% of line 24b subject to limitations (see page C-4)	24c	
24d	Subtract line 24c from line 24b	24d	
25	Utilities	25	389
26	Wages (less employment credits)	26	
27	Other expenses (from line 46 on page 2)	27	125
28	Total expenses before expenses for business use of home. Add lines 8 through 27 in columns	28	4,679
29	Tentative profit (loss). Subtract line 28 from line 7	29	2,901
30	Expenses for business use of your home. Attach Form 8829	30	
31	Net profit or (loss). Subtract line 30 from line 29.		
	<ul style="list-style-type: none"> If a profit, enter on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3. If a loss, you MUST go on to line 32. 	31	2,901
32	If you have a loss, check the box that describes your investment in this activity (see page C-5).		
	<ul style="list-style-type: none"> If you checked 32a, enter the loss on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3. If you checked 32b, you MUST attach Form 8198. 		

32a All investment is at risk.
32b Some investment is not at risk.

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule C (Form 1040) 1995

EXHIBIT V. B

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC.

P.O. Box 520247
Longwood, Florida 32752-0247

Business Telephone: (800) 516-5390
Emergency Telephone: (800) 818-7092

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

President
Robert Sterling

WATER TARIFF

RAVENSWOOD WATER SYSTEM
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

RAVENSWOOD WATER SYSTEM
NAME OF COMPANY

723 E. Main St.

Leesburg, Florida 34748

(ADDRESS OF COMPANY)

(904)787-2265 787-7818
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Theodore S. Jansen
ISSUING OFFICER

Owner
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	NA
Index of	
Rates and Charges Schedules	16.0
Rules and Regulations	6.0-14.0
Service Availability Policy	26.0
Standard Forms	21.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0-4.0

Theodore S. Jansen
ISSUING OFFICER

Owner
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 123-W

COUNTY - LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5666	3/6/73	C-72651-W	Certificate

Theodore S. Jansen
ISSUING OFFICER

Owner
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

In Township 20 South, Range 24 East, Lake County, Florida:

Section 2: Commence at the Southwest corner of said Section 2; thence run North 792 feet along the west section line of said Section 2 for a Point of Beginning; thence run North along the west section line of said Section 2 739.69 feet; thence South 89 degrees 37 minutes 00 seconds East 313.77 feet; thence South 25 degrees 27 minutes 20 seconds East 820.89 feet; thence North 89 degrees 41 minutes 30 seconds West 666.60 feet to Point of Beginning.

Section 3: Commence at the Southeast corner of said Section 3; thence run North 792 feet along the east section line of said Section 3 for a Point of Beginning; thence run North 89 degrees 45 minutes 00 seconds West 1043.23 feet; thence North 739.69 feet; thence South 89 degrees 45 minutes 00 seconds East 1043.23 feet; thence South 739.69 feet to Point of Beginning.

THEODORE S. JANSEN
ISSUING OFFICER

OWNER

TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - RAVENSWOOD WATER SYSTEM
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Theodore S. Jansen
ISSUING OFFICER

Owner
TITLE

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WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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THEODORE S. JANSEN
 ISSUING OFFICER

OWNER
 TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

(Continued from Sheet No.6.0)

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THEODORE S. JANSEN

ISSUING OFFICER

OWNER

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NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

RULES AND REGULATIONS

1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. 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.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

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

(Continued to Sheet No.(9,0))

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NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

(Continued from Sheet No. 8.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

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, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension,

(Continued to Sheet No. 10.0)

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WATER TARIFF

(Continued from Sheet No. 9.0)

- 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 in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.
- 8.0 CONTINUITY OF SERVICE - 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. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.
- If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 9.0 TYPE AND MAINTENANCE - 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.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service

(Continued to Sheet No. 11.0)

THEODORE S. JANSEN
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NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

(Continued from Sheet No. 10.0)

Installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

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

- 15.0 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall

(Continued to Sheet No. 12.0)

THEODORE S. JANSEN
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TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

(Continued from Sheet No. 11.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No. 13.0)

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TITLE

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WATER TARIFF

(Continued from Sheet No.12.0)

- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customer's, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No.14.0)

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WATER TARIFF

(Continued from Sheet No. 13.0)

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.

- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or 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 credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(continued to Sheet No. 15.0)

THEODORE S. JANSEN
ISSUING OFFICER
OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

(Continued from Sheet No. 14.D)

27.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that the customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

THEODORE S. JANSEN
ISSUING OFFICE
OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

HELD FOR FUTURE USE

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

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THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - N/A

RATE -

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY: Ravenswood Water System

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE RS

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

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 11.83
	3/4"	\$ 17.74
	1"	\$ 29.57
	1 1/4"	\$ 59.15
	2"	\$ 94.63
	3"	\$189.27
	4"	\$295.72
	6"	\$591.44
	Gallonage Charge per 1,000 gallons	\$ 1.68

MINIMUM CHARGE - \$11.83

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - May, 17, 1996

Theodore Jansen
ISSUING OFFICER

TYPE OF FILING - 1995 Price Index Adjustment

Owner
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - N/A

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - Public Fire Protection - per hydrant

N/A

Private Fire Protection -

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING -

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$50.00	_____
1"	N/A	_____
1 1/2"	N/A	_____
Over 2"	N/A	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 19.2)

THEODORE S. JANSEN _____
ISSUING OFFICER

OWNER _____
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

(Continued from Sheet No. 19.1)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of December each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, 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 at the rate of 9% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - July 7, 1993

TYPE OF FILING - SARC

THEODORE S. JANSEN
ISSUING OFFICER

OWNER

TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2"and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code. the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the water test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

EFFECTIVE DATE - July 7, 1993TYPE OF FILING - SARC

THEODORE S. JANSEN
ISSUING OFFICER

OWNER

TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE - June 1., 1988TYPE OF FILING - Miscellaneous Service Charge
ApplicationTHEODORE S. JANSEN
ISSUING OFFICEROWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		27.0
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ 100.00	
All over 5/8"x3/4" metered service	\$ Actual Cost	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$	
All others-per gallon/month	\$	
Inspection Fee	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage).....	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$100.00	
All over 5/8"x 3/4".....	\$ Actual Cost	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
Plan Review Charge	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE - July 7, 1993

TYPE OF FILING - SARC

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

HELD FOR FUTURE USE

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	24.0
APPLICATION FOR WATER SERVICE	23.0
COPY OF CUSTOMER'S BILL	25.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	22.0
HELD FOR FUTURE USE	N/A

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

APPLICATION FOR WATER SERVICE

N/A

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

COPY OF CUSTOMER'S BILL

PHONE 787-3265 - 787-7818
Ext. 728-4736

P.O. BOX 490096
RAVENSWOOD WATER SYSTEM
723 East Main Street
Leesburg, Florida 33748

Base Facility Charge \$ 11.10

Gallunage \$1.57 per Thousand

METER READINGS

Present _____ Previous _____ Gal. Used _____ Amount _____

Date _____ Due 10 days after billing date.
Delinquent - 20 days after billing date

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 19.5
Service Availability Policy.....	27.0
Table of Daily Flows.....	N/A
Held for Future Use.....	28.0

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water service to a small residential community and, if necessary, Corley Island Mobile Home Park. Therefore, no formal service availability policy has been maintained, nor is one ever anticipated to be required. In addition, there are no developer agreements in existence and none are contemplated.

However, there is an agreement between the utility and Corley Island Mobile Home Park, as the two systems have been interconnected and master-metered in order to supply water to either system, on a temporary basis, in the event either system becomes temporarily non-functional.

The utility does collect a meter installation and tap-in charge from all new customers connecting to its system, excluding Corley Island Mobile Home Park. This charge may only be collected one time for each installation of a service line, meter box, and meter.

THEODORE S. JANSEN
ISSUING OFFICER

OWNER
TITLE

NAME OF COMPANY RAVENSWOOD WATER SYSTEM

WATER TARIFF

HELD FOR FUTURE USE

THEODORE S. JANSEN
ISSUING OFFICER
OWNER
TITLE

EXHIBIT I.C



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

123-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

RAVENSWOOD DEVELOPMENT COMPANY, INC.

Whose principal address is

723 East Main Street

Leesburg, Florida 32748 (Lake County)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 5666 DATED March 6, 1973 DOCKET C-72651-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)

William B. DeWally
Administrative Secretary

W. H. Berry
Chairman