

COMMISSIONERS:  
ANDREW GILES FAY, CHAIRMAN  
ART GRAHAM  
GARY F. CLARK  
MIKE LA ROSA  
GABRIELLA PASSIDOMO

STATE OF FLORIDA



DIVISION OF ECONOMICS  
JUDY HARLOW  
DIRECTOR  
(850) 413-6410

# Public Service Commission

May 23, 2022

Ms. Marianne McDonald  
Sun River Utilities, Inc.  
5911 Trouble Creek Road  
New Port Richey, Florida 34652-5128

WS-2022-0035

**Re: Application for 2022 Price Index rate adjustment for Sun River Utilities, Inc. for water & wastewater in Charlotte & Desoto Counties.**

Dear Ms. McDonald:

The following tariff sheets have been approved effective June 7, 2022:

**Water Tariff**

**First Revised Sheet No. 12.0**  
**First Revised Sheet No. 13.0**

**Wastewater Tariff**

**First Revised Sheet No. 12.0**  
**First Revised Sheet No. 13.0**

Please incorporate these tariff sheets into the approved tariffs on file at the utility's office. If you have any questions, please contact Malissa Bennett at (850) 413-6822 at our office.

Sincerely,

A handwritten signature in cursive script that reads "Judy D. Harlow".

Judy Harlow  
Director

JH:js  
Enclosures

WATER TARIFF

SUN RIVER UTILITIES, MICHAEL SMALLRIDGE AS RECEIVER  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

SUN RIVER UTILITIES, MICHAEL SMALLRIDGE AS RECEIVER  
NAME OF COMPANY

5911 TROUBLE CREEK RD

NEW PORT RICHEY, FL. 34652  
(ADDRESS OF COMPANY)

863-904-5574  
(Business & Emergency Telephone Number)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

WATER TARIFF

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MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 646-W

COUNTY – DeSoto and Charlotte

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-09-0609-FOF-WS	09/08/2009	080272-WS	Original Certificate

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

DESCRIPTION OF TERRITORY SERVED

IN TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA:

THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 12.  
THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 12.  
THE NW 1/4 OF THE NW 1/4 OF SECTION 12.  
THE SW 1/4 OF THE NW 1/4 OF SECTION 12, LYING SOUTH OF LEE BRANCH CREEK.  
THE WESTERLY 30 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 12.

LESS AND EXCEPT:

THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 12.

ALL OF SECTION 11, LYING EAST OF HUNTER'S CREEK AND LYING SOUTH OF LEE BRANCH CREEK.  
THE NE 1/4 OF THE SE 1/4 OF SECTION 11, LYING EAST OF HUNTER'S CREEK.

TOGETHER WITH:

THE NORTH 1/4 OF SECTION 12, LYING EAST OF THE SEABOARD COASTLINE RAILROAD AND NORTH OF THE SOUTHERN RIGHT-OF-WAY OF TURBAK ROAD.

A PORTION OF SECTION 12, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 2577.55 FEET; THENCE NORTH, A DISTANCE OF 385.34 FEET; THENCE WEST, A DISTANCE OF 531.75 FEET; THENCE NORTH, A DISTANCE OF 897.20 FEET; THENCE WEST, A DISTANCE OF 511.21 FEET; THENCE NORTH, A DISTANCE OF 438.40 FEET; THENCE EAST A DISTANCE OF 511.21 FEET; THENCE NORTH, A DISTANCE OF 178.65 FEET; THENCE EAST, A DISTANCE OF 606.14 FEET; THENCE SOUTH, A DISTANCE OF 600 FEET MORE OR LESS; THENCE EAST, A DISTANCE OF 2860 FEET MORE OR LESS TO THE EAST LINE OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 12 TO THE POINT OF BEGINNING.

THE SOUTH 1/4 OF SECTION 1, LYING EAST OF THE SEABOARD COASTLINE RAILROAD.

THE NORTH 1/4 OF SECTION 14, LYING EAST OF HUNTER'S CREEK.

TOGETHER WITH:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12.

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12.

(Continued on Sheet No. 3.2)

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 3.1)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13. LESS AND EXCEPT THE RIGHT-OF-WAY FOR A PUBLIC HIGHWAY ALONG THE EAST SIDE OF SAID LAND, AND LESS AND EXCEPT THE RIGHT-OF-WAY FOR A PUBLIC ROAD ALONG THE NORTH LINE OF SAID LAND, AND LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 13, NORTH 88°26'45" WEST, 45.15 FEET, TO THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 35 (US 17) FOR A POINT OF BEGINNING; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE, SOUTH 00°23'35" WEST, 330.28 FEET; THENCE NORTH 88°24'16" WEST, 8.00 FEET; THENCE NORTH 00°23'35" EAST, 330.28 FEET, TO SAID NORTH BOUNDARY OF SECTION 13; THENCE ALONG SAID NORTH BOUNDARY, SOUTH 88°26'45" EAST, 8.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTION 13, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 87°21'06" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 91.87 FEET TO THE WEST RIGHT-OF-WAY OF STATE ROAD #35 (U.S. HIGHWAY #17) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°21'06" WEST A DISTANCE OF 646.51 FEET; THENCE NORTH 01°58'09" WEST A DISTANCE OF 2383.80 FEET; THENCE NORTH 88°27'53" EAST A DISTANCE OF 337.71 FEET; THENCE NORTH 01°32'01" WEST A DISTANCE OF 277.75 FEET; THENCE NORTH 30°58'39" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 69°19'18" WEST A DISTANCE OF 312.50 FEET; THENCE NORTH 01°32'07" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 88°27'53" WEST A DISTANCE OF 22.82 FEET; THENCE NORTH 01°32'07" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 02°46'04" WEST A DISTANCE OF 1,700.17 FEET; THENCE NORTH 88°23'07" EAST A DISTANCE OF 329.07 FEET; THENCE NORTH 02°47'31" WEST A DISTANCE OF 635.34 FEET TO THE SOUTH RIGHT-OF-WAY OF PALM SHORES BOULEVARD; THENCE NORTH 88°20'46" EAST A DISTANCE OF 275.52 FEET TO THE WEST RIGHT-OF-WAY OF STATE ROAD #35 (U.S. HIGHWAY #17); THENCE SOUTH 02°47'57" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 2,006.62 FEET; THENCE SOUTH 88°18'40" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 5.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING AS ELEMENTS A RADIUS OF 11,333.16 FEET AND A CENTRAL ANGLE OF 03°02'06.1"; THENCE ALONG ARC OF SAID CURVE A DISTANCE OF 600.33 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT HAVING AS ELEMENTS A RADIUS OF 11,585.16 FEET AND A CENTRAL ANGLE OF 04°34'53.3"; THENCE ALONG ARC OF SAID CURVE A DISTANCE OF 926.37 FEET; THENCE SOUTH 02°38'54" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 23.40 FEET; THENCE NORTH 87°21'06" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 36.00 FEET; THENCE SOUTH 02°38'54" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 300.00 FEET; THENCE NORTH 87°21'06" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 10.00 FEET; THENCE SOUTH 02°38'54" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1,439.06 FEET TO THE POINT OF BEGINNING.

AND

(Continued on Sheet No. 3.3)

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 3.2)

IN TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA:

PARCEL 1

SECTION 4.

TOGETHER WITH:

PARCEL 2

ALL OF SECTION 5, LESS AND EXCEPT A STRIP 100 FEET WIDE RUNNING NORTHERLY FROM THE S LINE OF THE N 1/2 TO THE N LINE OF THE N 1/2 IN THE W 1/2 OF THE W 1/2.

TOGETHER WITH:

PARCEL 3

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6.

TOGETHER WITH:

PARCEL 4

THE NORTHEAST 1/4 OF SECTION 9, LESS THE SOUTH 815.85 FEET.

TOGETHER WITH:

PARCEL 5

THE SOUTH 1/2, AND THE NORTHEAST 1/4 OF SECTION 8, WHICH PARCEL INCLUDES ALL OF SAID SECTION 8, LESS AND EXCEPT A STRIP 100 FEET WIDE RUNNING NORTHERLY FROM THE S LINE OF THE S 1/2 TO THE N LINE OF THE S 1/2 IN THE E 1/2 OF THE W 1/2.

TOGETHER WITH:

PARCEL 6

ALL OF SECTION 9, LESS AND EXCEPT THE NE 1/4 OF SAID SECTION 9.

PLUS

THE SOUTH 815.85 FEET OF THE NE 1/4 OF SECTION 9.

TOGETHER WITH:

PARCEL 7

THE WEST 1/2 OF SECTION 10.

(Continued on Sheet No. 3.4)

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE



(Continued from Sheet No. 3.3)

TOGETHER WITH:

PARCEL 8

THE SOUTHERLY 150 FEET OF SECTIONS 7 AND 8.

AND

A PARCEL OF LAND LYING IN SECTIONS 5, 6, 7, AND 8, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF SAID SECTION 6, THENCE S 89°43'07" E, ALONG N LINE OF SAID SECTION 6, 1,786.20 FEET TO POINT OF BEGINNING; THENCE S 01°06'38" W ALONG EASTERLY LINE OF ANN H. RYALS PROPERTY AS DESCRIBED IN O.R. BOOK 1435, PAGES 1513 AND 1514, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, 1287.30 FEET; THENCE S 73°2'33" E ALONG SAID EASTERLY LINE, 919.56 FEET; THENCE S 00°41'16" E ALONG SAID EASTERLY LINE, 1,116.55 FEET TO SE CORNER OF SAID RYALS PROPERTY; THENCE N 89°41'03" W ALONG S LINE OF SAID RYALS PROPERTY, 2,475.81 FEET TO THE E RIGHT-OF-WAY LINE OF STATE ROAD 35 (U.S. HIGHWAY 17) AS MONUMENTED; THENCE S 00°26'53" W ALONG SAID E RIGHT-OF-WAY LINE, 1,844.49 FEET TO THE N LINE OF WILLIAM E. ROE PROPERTY AS DESCRIBED IN O.R. BOOK 855, PAGE 1941, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 89°45'11" E ALONG SAID N LINE, 1,883.20 FEET TO THE NE CORNER OF SAID ROE PROPERTY; THENCE S 00°31'12" W ALONG E LINE OF SAID ROE PROPERTY, 118.50 FEET TO THE SE CORNER OF SAID ROE PROPERTY; THENCE N 89°45'11" W ALONG THE S LINE OF SAID ROE PROPERTY, 1,585.05 FEET TO THE E RIGHT-OF-WAY OF STATE ROAD 35 (U.S. HIGHWAY 17) AS MONUMENTED; THENCE S 00°20'17" W ALONG SAID E RIGHT-OF-WAY LINE, 670.37 FEET TO A POINT ON THE S LINE OF SAID SECTION 6; THENCE N 89°49'39" W ALONG SAID S LINE AND ON SAID RIGHT-OF-WAY LINE OF STATE ROAD 35 (U.S. HIGHWAY 17), 298.00 FEET; THENCE S 00°20'17" W ALONG SAID E RIGHT-OF-WAY LINE, 677.88 FEET; THENCE S 00°24'44" W ALONG SAID E RIGHT-OF-WAY LINE, 652.61 FEET TO THE N LINE OF RAYMOND SMITH PROPERTY AS DESCRIBED IN O.R. BOOK 963, PAGES 2090 AND 2091, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 89°32'33" E ALONG THE N LINE OF SAID SMITH PROPERTY AS MONUMENTED BY ABS & ASSOCIATED, INC., REGISTERED LAND SURVEYORS, 1,138.93 FEET TO AN IRON ROD SET BY SAID REGISTERED SURVEYORS FOR THE NE CORNER OF LOT 11 OF FLORADONIA SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 44, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 00°27'48" W ALONG THE E LINE OF SAID SMITH PROPERTY AND ALSO THE E LINE OF SAID LOT 11, 1,326.85 FT. TO AN IRON ROD SET BY SAID REGISTERED SURVEYORS FOR THE SE CORNER OF SAID LOT 11 IN CENTERLINE OF CATALPA AVENUE; THENCE S 89°08'19" E ALONG SAID CENTERLINE OF CATALPA AVENUE AND ALONG THE S LINE OF THE N 1/2 OF SECTION 7, 4,675.89 FEET TO THE E 1/4 CORNER OF SAID SECTION 7; THENCE S 88°40'35" E, ALONG SAID CENTERLINE AND ALONG THE S LINE OF N 1/2 OF SECTION 8, 3,406.06 FEET; THENCE N 5,380.44 FEET TO A POINT ON THE N LINE OF THE S 1/2 OF SECTION 5; THENCE N 89°00'36" W ALONG SAID N LINE, 2,545.405 FEET; THENCE N 07°47'49" W ALONG SAID W LINE, 988.17 FEET; THENCE N 39°33'51" W, 1,397.205 FEET.; THENCE N 46°23'45" W, 875.12 FEET TO THE N LINE OF SAID SECTION 6; THENCE N 89°43'07" W ALONG SAID N LINE, 3372.19 FEET TO POINT OF BEGINNING. LESS AND EXCEPT A 100 FOOT WIDE STRIP RUNNING NORTHERLY FROM THE S LINE OF THE N 1/2 OF SECTION 8 TO THE N LINE OF THE S 1/2 OF SECTION 5.

AND

(Continued on Sheet No. 3.5)

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 3.4)

THE SOUTH 1/2 OF SECTION 7, LESS THE RIGHT-OF-WAY TO STATE ROAD NO. 35 (U.S. HIGHWAY NO. 17) ALONG THE WEST SIDE AND LESS THE SOUTH 150.00 FEET AND ALSO LESS THE SOUTH 1/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.

ALSO THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, LESS THE SOUTH 150.00 FEET.

AND

A PART OF SECTION 6, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF SECTION 6, THENCE S 89°38'49" E ALONG THE NORTH LINE OF SAID SECTION 6, 50 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 17; THENCE S 0°30'10" W ALONG SAID EAST RIGHT-OF-WAY, 50 FEET TO POINT OF BEGINNING; THENCE S 89°38'33" E, 1735.61 FEET; THENCE S 01°10'26" W, 1237.08 FEET; THENCE S 73°23'45" E, 919.56 FEET; THENCE S 0°37'28" E, 1116.55 FEET; THENCE N 89°37'15" W, 2626.59 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 17; THENCE N 0°30'10" E ALONG SAID EAST RIGHT-OF-WAY, 2,609.46 FEET TO POINT OF BEGINNING, ALL LYING AND BEING IN TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA.

LESS AND EXCEPT PARCEL 105

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S 89°43' 07" E, 0.39 FEET TO THE SURVEY BASE LINE OF STATE ROAD 35 (U.S. HIGHWAY NO. 17); THENCE ALONG SAID SURVEY BASE LINE S 00°29'34" W, 50.00 FEET; THENCE S 89°42'41" E, 49.85 FEET FOR A POINT OF BEGINNING, SAID POINT LYING ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 35 (U.S. HIGHWAY 17) (PER DEED EXCEPTION, OFFICIAL RECORDS BOOK 836, PAGE 595); THENCE CONTINUE S 89°42'41" E, 152.35 FEET; THENCE S 00°29'34" W, 1,533.83 FEET; THENCE S 00°26'93" W, 1,075.70 FEET; THENCE N 59°41'03" W, 150.74 FEET TO SAID EASTERLY EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, N 00°21'54" E, 13.93 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID EASTERLY EXISTING RIGHT-OF-WAY LINE, N 00°36'22" E, 2,595.52 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (ZACHARIAH PARCEL):

A PORTION OF SECTIONS 17 & 18, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17, THENCE SOUTH 89°12'01" EAST, A DISTANCE OF 3670.96 FEET ALONG THE NORTH LINE OF SECTION 17; THENCE SOUTH 00°34'08" WEST, A DISTANCE OF 1319.39 FEET; THENCE NORTH 89°10'55" WEST, A DISTANCE OF 400.63 FEET; THENCE SOUTH 00°35'02" WEST A DISTANCE OF 2562.50 FEET; THENCE NORTH 88°36'17" WEST, A DISTANCE OF 961.33 FEET; THENCE NORTH 01°38'32" EAST, A DISTANCE OF 10.23 FEET; THENCE NORTH 88°37'57" WEST, A DISTANCE OF 700.15 FEET; THENCE SOUTH 01°26'04" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°31'23" WEST, A DISTANCE OF 47.79 FEET; THENCE NORTH 89°00'58" WEST, A DISTANCE OF 1345.95 FEET; THENCE NORTH 00°20'43" WEST, A DISTANCE OF

(Continued on Sheet No. 3.6)

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 3.5)

269.02 FEET; THENCE NORTH 89°09'14" WEST, A DISTANCE OF 159.92 FEET; THENCE NORTH 00°14'38" WEST, A DISTANCE OF 964.18 FEET; THENCE NORTH 88°49'13" WEST, A DISTANCE OF 654.72 FEET; THENCE SOUTH 00°09'14" EAST, A DISTANCE OF 620.47 FEET; THENCE SOUTH 88°53'32" WEST, A DISTANCE OF 1425.59 FEET; THENCE SOUTH 00°44'50" WEST, A DISTANCE OF 628.61 FEET; THENCE NORTH 89°05'26" WEST, A DISTANCE OF 53.45 FEET; THENCE NORTH 01°06'14" EAST, A DISTANCE OF 9.92 FEET; THENCE NORTH 89°10'01" WEST, A DISTANCE OF 308.04 FEET; THENCE NORTH 89°10'07" WEST A DISTANCE OF 357.08 FEET; THENCE NORTH 00°34'59" EAST, A DISTANCE OF 622.09 FEET; THENCE NORTH 88°53'32" WEST, A DISTANCE OF 476.00 FEET; THENCE NORTH 00°06'42" WEST, A DISTANCE OF 3268.77 FEET TO THE NORTH LINE OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 24 EAST; THENCE SOUTH 88°29'58" EAST, ALONG THE NORTH LINE OF SECTION 18, A DISTANCE OF 3271.22 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED ABANDONED RAILROAD RIGHT-OF-WAY:

A 100 FOOT WIDE STRIP OF LAND LYING WITH SECTION 17, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY FLORIDA, SAID STRIP OF LAND LYING 50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17, TOWNSHIP 40 SOUTH, RANGE 24 EAST, THENCE SOUTH 89°12'01" EAST, A DISTANCE OF 1568.05 FEET, TO THE CENTERLINE; THENCE SOUTH 00°12'53" WEST, A DISTANCE OF 3855.30 FEET ALONG SAID CENTERLINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 764, ALSO KNOWN AS WASHINGTON LOOP ROAD.

TOGETHER WITH (RYALS PARCEL):

ALL OF SECTION 3.

TOGETHER WITH PORTIONS OF SECTIONS 10, 11, AND 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N 88°35'55" W, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 2711.65 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N 01°16'01" E, LEAVING SAID SOUTH LINE OF SECTION 10, A DISTANCE OF 2868.63 FEET TO A POINT OF BEGINNING; THENCE N 55°38'29" E, A DISTANCE OF 813.61 FEET; THENCE N 32°31'48" E, A DISTANCE OF 1070.25 FEET; THENCE S 72°17'21" E, A DISTANCE OF 2065.42 FEET; THENCE N 21°02'51" E, A DISTANCE OF 405.77 FEET; THENCE N 08°23'14" E, A DISTANCE OF 26.47 FEET; THENCE N 40°01'38" E, A DISTANCE OF 1212.23 FEET; THENCE N 90°00'00" E, A DISTANCE OF 165.03 FEET; THENCE N 37°31'10" E, A DISTANCE OF 179.97 FEET; THENCE N 44°14'18" E, A DISTANCE OF 153.32 FEET; THENCE N 06°13'24" E, CROSSING THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 474.86 FEET; THENCE N 26°19'16" W, A DISTANCE OF 1554.13 FEET; THENCE N 78°25'26" E, A DISTANCE OF 1535.88 FEET; THENCE N 31°07'54" E, A DISTANCE OF 682.02 FEET; THENCE S 82°30'42" E, A DISTANCE OF 339.94 FEET; THENCE N 19°50'47" E, A DISTANCE OF 822.67 FEET; THENCE N 23°37'01" E, A DISTANCE OF 69.24 FEET; THENCE N 29°18'40" E, A DISTANCE OF 929.37 FEET; THENCE N 02°52'17" W, A DISTANCE OF 34.64 FEET; THENCE N 24°11'12" W, A DISTANCE OF 242.50 FEET; THENCE N 13°29'12" E, A DISTANCE OF 1111.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE N 89°36'54" W, ALONG SAID NORTH LINE OF SECTION 2, A DISTANCE OF 4291.62 TO THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S 00°09'15" W, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 5289.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 2;

(Continued on Sheet No. 3.7)

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 3.6)

THENCE N 88°35'55" W ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2711.65 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 10; THENCE S 01°16'01" W, A DISTANCE OF 2554.67 FEET TO THE POINT OF BEGINNING.

IN TOWNSHIP 39 SOUTH, RANGE 24 EAST, DESOTO COUNTY, FLORIDA (DESOTO PARK, LLC):

ALL OF SECTION 31.

ALONG WITH:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 30.

LESS AND EXCEPT:

A PORTION OF SECTION 30 & 31, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE SOUTH 89°41'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 50.39 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF U.S. HIGHWAY #17 (100 FEET WIDE); THENCE NORTH 0°24'39" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 3728.32 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY #17 AND THE NORTH RIGHT-OR-WAY OF ENTERPRISE BLVD., SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°34'59" EAST ALONG THE NORTH RIGHT-OF-WAY OF SAID ENTERPRISE BLVD., A DISTANCE OF 2138.80 FEET; THENCE NORTH 0°11'34" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 55.00 FEET; THENCE SOUTH 89°34'59" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 441.24; THENCE NORTH 00°11'14" EAST, A DISTANCE OF 1524.75 FEET TO THE NORTH LINE OF SECTION 31; THENCE NORTH 00°34'13" EAST, A DISTANCE OF 1333.50 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 30; THENCE NORTH 89°30'57" WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 30, A DISTANCE OF 2563.24 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY #17; THENCE SOUTH 00°52'15" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1793.74 FEET; THENCE SOUTH 00°25'15" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 586.65 FEET; THENCE SOUTH 00°23'47" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 535.91 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (TOWER SITE):

A PORTION OF SECTION 31, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°41'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 50.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY #17; THENCE NORTH 0°24'39" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 126.12 FEET; THENCE SOUTH 89°41'45" EAST, A DISTANCE OF 197.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°41'45" EAST, A DISTANCE OF 270.00 FEET; THENCE NORTH 0°18'15" EAST, A DISTANCE OF 396.55 FEET; THENCE NORTH 89°41'45" WEST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 0°18'15" WEST, A DISTANCE OF 396.55 FEET TO THE POINT OF BEGINNING.

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Charlotte	The Oaks at Rivers Edge (formerly Hunter Creek Village)	GS, RS	12.0, 13.0
Charlotte	Harbor Club Resort and Marina	GS, RS	12.0, 13.0
Charlotte	The Estates on Peace River	GS, RS	12.0, 13.0
DeSoto	DeSoto Park	GS, RS	12.0, 13.0

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

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

MICHAEL SMALLRIDGE  
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RECEIVER  
TITLE

INDEX OF RULES AND REGULATIONS

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All Water Through Meter .....	10.0	21.0
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Filing of Contracts.....	10.0	25.0
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Inspection of Customer's Installation.....	9.0	13.0
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MICHAEL SMALLRIDGE,  
ISSUING OFFICER

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TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE



(Continued from Sheet No. 7.0)

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

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

- 10.0 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. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

- 11.0 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 charge resulting from a violation of this Rule.

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

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

(Continued on Sheet No. 9.0)

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 8.0)

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

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.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 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.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 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.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

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Meter Test Deposit .....	15.0
Miscellaneous Service Charges .....	16.0
Residential Service, RS.....	13.0

MICHAEL SMALLRIDGE,  
ISSUING OFFICER

RECEIVER  
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 24.80
3/4"	\$ 37.20
1"	\$ 62.00
1 1/2"	\$ 124.00
2"	\$ 198.40
3"	\$ 396.80
4"	\$ 620.00
6"	\$ 1,240.00
Charge per 1,000 gallons	\$ 6.26

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

EFFECTIVE DATE - June 7, 2022  
TYPE OF FILING - 2022 Price Index

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For water service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 24.80
3/4"	\$ 37.20
1"	\$ 62.00
1 1/2"	\$ 124.00
2"	\$ 198.40
3"	\$ 396.80
4"	\$ 620.00
6"	\$ 1,240.00
Charge per 1,000 gallons	
0 – 7,000 gallons	\$ 8.63
7,001 – 14,000 gallons	\$ 10.60
Over 14,000 gallons	\$ 12.96

MINIMUM CHARGE – Base Facility Charge

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

EFFECTIVE DATE – June 7, 2022

TYPE OF FILING – 2022 Price Index

CUSTOMER DEPOSITS

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

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

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$113.70	\$90.02
All over 5/8" x 3/4"	2x average estimated bill	2x average estimated bill

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

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

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

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

EFFECTIVE DATE – APRIL 30, 2021

TYPE OF FILING – RECEIVERSHIP

WS-15-0229

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

METER TEST DEPOSIT

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

<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 - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

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



MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$20.72	N/A
Normal Reconnection Charge	\$20.72	\$41.46
Violation Reconnection Charge	\$20.72	\$41.46
Premises Visit Charge (in lieu of disconnection)	\$20.72	\$41.46

EFFECTIVE DATE – April 30, 2021

TYPE OF FILING – Receivership

WS-2019-0023

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	19.0
Service Availability Policy.....	18.0

SERVICE AVAILABILITY POLICY

For service where meters have not been previously installed there is a plant capacity charge. For any applicable charges see Sheet No. 18.0.

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Meter Installation Charge</u>	
5/8" x 3/4" .....	\$180.00
Over 5/8" x 3/4" .....	Actual Cost
 <u>System Capacity Charge</u>	
Residential-per ERC (250 GPD).....	\$638.10
All others-per gallon.....	\$ 2.55

EFFECTIVE DATE – APRIL 30 2021

TYPE OF FILING – RECEIVERSHIP

INDEX OF STANDARD FORMS

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

APPLICATION FOR WATER SERVICE

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_  
City State Zip

Service Address \_\_\_\_\_  
City State Zip

Date service should begin \_\_\_\_\_

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wished to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company WILL require written notice within 30 days prior to the date the Customer desires to terminate service.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

COPY OF CUSTOMER'S BILL

SUN RIVER UTILITIES, INC.  
5660 Bayshore Road, Suite 36  
North Fort Myers, Florida 33917

Water and Sewer Bill

Date \_\_\_\_\_  
Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Current Reading \_\_\_\_\_  
Last Reading \_\_\_\_\_  
Gallons Used (x 1000) \_\_\_\_\_

Water

Base Rate .....\$ \_\_\_\_\_  
Usage : ..... \_\_\_\_\_

Sewer

Base Rate: .....\$ \_\_\_\_\_  
Usage : ..... \_\_\_\_\_  
Current Balance: ..... \_\_\_\_\_  
Past Due: ..... \_\_\_\_\_  
TOTAL DUE: ..... \_\_\_\_\_

Billing Period \_\_\_\_\_ to \_\_\_\_\_

WASTEWATER TARIFF

SUN RIVER UTILITIES, MICHAEL SMALRIDGE AS RECEIVER  
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION



WASTEWATER TARIFF

SUN RIVER UTILITIES, MICHAEL SMALLRIDGE AS RECEIVER  
NAME OF COMPANY

5911 TROUBLE CREEK RD

NEW PORT RICHEY, FL. 34652  
(ADDRESS OF COMPANY)

863-904-5574  
(Business & Emergency Telephone Number)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0229

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1
Index of	
Rates and Charges Schedules.....	11.0
Rules and Regulations .....	6.0
Service Availability Policy and Charges .....	16.0
Standard Forms.....	19.0
Technical Terms and Abbreviations.....	5.0
Territory Authority.....	3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 554-S

COUNTY – DeSoto and Charlotte

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-09-0609-FOF-WS	09/08/2009	080272-WS	Original Certificate

WS-15-0229

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

DESCRIPTION OF TERRITORY SERVED

IN TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA:

THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 12.  
THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 12.  
THE NW 1/4 OF THE SW 1/4 OF SECTION 12.  
THE SW 1/4 OF THE NW 1/4 OF SECTION 12, LYING SOUTH OF LEE BRANCH CREEK.  
THE WESTERLY 30 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 12.

LESS AND EXCEPT:

THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 12.

ALL OF SECTION 11, LYING EAST OF HUNTER'S CREEK AND LYING SOUTH OF LEE BRANCH CREEK.  
THE NE 1/4 OF THE SE 1/4 OF SECTION 11, LYING EAST OF HUNTER'S CREEK.

TOGETHER WITH:

THE NORTH 1/4 OF SECTION 12, LYING EAST OF THE SEABOARD COASTLINE RAILROAD AND NORTH OF THE SOUTHERN RIGHT-OF-WAY OF TURBAK ROAD.

A PORTION OF SECTION 12, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 2577.55 FEET; THENCE NORTH, A DISTANCE OF 385.34 FEET; THENCE WEST, A DISTANCE OF 531.75 FEET; THENCE NORTH, A DISTANCE OF 897.20 FEET; THENCE WEST, A DISTANCE OF 511.21 FEET; THENCE NORTH, A DISTANCE OF 438.40 FEET; THENCE EAST A DISTANCE OF 511.21 FEET; THENCE NORTH, A DISTANCE OF 178.65 FEET; THENCE EAST, A DISTANCE OF 606.14 FEET; THENCE SOUTH, A DISTANCE OF 600 FEET MORE OR LESS; THENCE EAST, A DISTANCE OF 2860 FEET MORE OR LESS TO THE EAST LINE OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 12 TO THE POINT OF BEGINNING.

THE SOUTH 1/4 OF SECTION 1, LYING EAST OF THE SEABOARD COASTLINE RAILROAD.

THE NORTH 1/4 OF SECTION 14, LYING EAST OF HUNTER'S CREEK.

TOGETHER WITH:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12.

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12.

(Continued on Sheet No. 3.2)

(Continued from Sheet No. 3.1)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13. LESS AND EXCEPT THE RIGHT-OF-WAY FOR A PUBLIC HIGHWAY ALONG THE EAST SIDE OF SAID LAND, AND LESS AND EXCEPT THE RIGHT-OF-WAY FOR A PUBLIC ROAD ALONG THE NORTH LINE OF SAID LAND, AND LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 13, NORTH 88°26'45" WEST, 45.15 FEET, TO THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 35 (US 17) FOR A POINT OF BEGINNING; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE, SOUTH 00°23'35" WEST, 330.28 FEET; THENCE NORTH 88°24'16" WEST, 8.00 FEET; THENCE NORTH 00°23'35" EAST, 330.28 FEET, TO SAID NORTH BOUNDARY OF SECTION 13; THENCE ALONG SAID NORTH BOUNDARY, SOUTH 88°26'45" EAST, 8.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTION 13, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 87°21'06" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 91.87 FEET TO THE WEST RIGHT-OF-WAY OF STATE ROAD #35 (U.S. HIGHWAY #17) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°21'06" WEST A DISTANCE OF 646.51 FEET; THENCE NORTH 01°58'09" WEST A DISTANCE OF 2383.80 FEET; THENCE NORTH 88°27'53" EAST A DISTANCE OF 337.71 FEET; THENCE NORTH 01°32'01" WEST A DISTANCE OF 277.75 FEET; THENCE NORTH 30°58'39" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 69°19'18" WEST A DISTANCE OF 312.50 FEET; THENCE NORTH 01°32'07" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 88°27'53" WEST A DISTANCE OF 22.82 FEET; THENCE NORTH 01°32'07" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 02°46'04" WEST A DISTANCE OF 1,700.17 FEET; THENCE NORTH 88°23'07" EAST A DISTANCE OF 329.07 FEET; THENCE NORTH 02°47'31" WEST A DISTANCE OF 635.34 FEET TO THE SOUTH RIGHT-OF-WAY OF PALM SHORES BOULEVARD; THENCE NORTH 88°20'46" EAST A DISTANCE OF 275.52 FEET TO THE WEST RIGHT-OF-WAY OF STATE ROAD #35 (U.S. HIGHWAY #17); THENCE SOUTH 02°47'57" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 2,006.62 FEET; THENCE SOUTH 88°18'40" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 5.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING AS ELEMENTS A RADIUS OF 11,333.16 FEET AND A CENTRAL ANGLE OF 03°02'06.1"; THENCE ALONG ARC OF SAID CURVE A DISTANCE OF 600.33 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT HAVING AS ELEMENTS A RADIUS OF 11,585.16 FEET AND A CENTRAL ANGLE OF 04°34'53.3"; THENCE ALONG ARC OF SAID CURVE A DISTANCE OF 926.37 FEET; THENCE SOUTH 02°38'54" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 23.40 FEET; THENCE NORTH 87°21'06" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 36.00 FEET; THENCE SOUTH 02°38'54" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 300.00 FEET; THENCE NORTH 87°21'06" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 10.00 FEET; THENCE SOUTH 02°38'54" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1,439.06 FEET TO THE POINT OF BEGINNING.

AND

(Continued on Sheet No. 3.3)

(Continued from Sheet No. 3.2)

IN TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA:

PARCEL 1

SECTION 4.

TOGETHER WITH:

PARCEL 2

ALL OF SECTION 5, LESS AND EXCEPT A STRIP 100 FEET WIDE RUNNING NORTHERLY FROM THE S LINE OF THE N 1/2 TO THE N LINE OF THE N 1/2 IN THE W 1/2 OF THE W 1/2.

TOGETHER WITH:

PARCEL 3

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6.

TOGETHER WITH:

PARCEL 4

THE NORTHEAST 1/4 OF SECTION 9, LESS THE SOUTH 815.85 FEET.

TOGETHER WITH:

PARCEL 5

THE SOUTH 1/2, AND THE NORTHEAST 1/4 OF SECTION 8, WHICH PARCEL INCLUDES ALL OF SAID SECTION 8, LESS AND EXCEPT A STRIP 100 FEET WIDE RUNNING NORTHERLY FROM THE S LINE OF THE S 1/2 TO THE N LINE OF THE S 1/2 IN THE E 1/2 OF THE W 1/2.

TOGETHER WITH:

PARCEL 6

ALL OF SECTION 9, LESS AND EXCEPT THE NE 1/4 OF SAID SECTION 9.

PLUS

THE SOUTH 815.85 FEET OF THE NE 1/4 OF SECTION 9.

TOGETHER WITH:

PARCEL 7

THE WEST 1/2 OF SECTION 10.

(Continued on Sheet No. 3.4)

WS-15-0229

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

(Continued from Sheet No. 3.3)

TOGETHER WITH:

PARCEL 8

THE SOUTHERLY 150 FEET OF SECTIONS 7 AND 8.

AND

A PARCEL OF LAND LYING IN SECTIONS 5, 6, 7, AND 8, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF SAID SECTION 6, THENCE S 89°43'07" E, ALONG N LINE OF SAID SECTION 6, 1,786.20 FEET TO POINT OF BEGINNING; THENCE S 01°06'38" W ALONG EASTERLY LINE OF ANN H. RYALS PROPERTY AS DESCRIBED IN O.R. BOOK 1435, PAGES 1513 AND 1514, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, 1287.30 FEET; THENCE S 73°2'33" E ALONG SAID EASTERLY LINE, 919.56 FEET; THENCE S 00°41'16" E ALONG SAID EASTERLY LINE, 1,116.55 FEET TO SE CORNER OF SAID RYALS PROPERTY; THENCE N 89°41'03" W ALONG S LINE OF SAID RYALS PROPERTY, 2,475.81 FEET TO THE E RIGHT-OF-WAY LINE OF STATE ROAD 35 (U.S. HIGHWAY 17) AS MONUMENTED; THENCE S 00°26'53" W ALONG SAID E RIGHT-OF-WAY LINE, 1,844.49 FEET TO THE N LINE OF WILLIAM E. ROE PROPERTY AS DESCRIBED IN O.R. BOOK 855, PAGE 1941, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 89°45'11" E ALONG SAID N LINE, 1,883.20 FEET TO THE NE CORNER OF SAID ROE PROPERTY; THENCE S 00°31'12" W ALONG E LINE OF SAID ROE PROPERTY, 118.50 FEET TO THE SE CORNER OF SAID ROE PROPERTY; THENCE N 89°45'11" W ALONG THE S LINE OF SAID ROE PROPERTY, 1,585.05 FEET TO THE E RIGHT-OF-WAY OF STATE ROAD 35 (U.S. HIGHWAY 17) AS MONUMENTED; THENCE S 00°20'17" W ALONG SAID E RIGHT-OF-WAY LINE, 670.37 FEET TO A POINT ON THE S LINE OF SAID SECTION 6; THENCE N 89°49'39"W ALONG SAID S LINE AND ON SAID RIGHT-OF-WAY LINE OF STATE ROAD 35 (U.S. HIGHWAY 17), 298.00 FEET; THENCE S 00°20'17" W ALONG SAID E RIGHT-OF-WAY LINE, 677.88 FEET; THENCE S 00°24'44" W ALONG SAID E RIGHT-OF-WAY LINE, 652.61 FEET TO THE N LINE OF RAYMOND SMITH PROPERTY AS DESCRIBED IN O.R. BOOK 963, PAGES 2090 AND 2091, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 89°32'33" E ALONG THE N LINE OF SAID SMITH PROPERTY AS MONUMENTED BY ABS & ASSOCIATED, INC., REGISTERED LAND SURVEYORS, 1,138.93 FEET TO AN IRON ROD SET BY SAID REGISTERED SURVEYORS FOR THE NE CORNER OF LOT 11 OF FLORADONIA SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 44, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 00°27'48" W ALONG THE E LINE OF SAID SMITH PROPERTY AND ALSO THE E LINE OF SAID LOT 11, 1,326.85 FT. TO AN IRON ROD SET BY SAID REGISTERED SURVEYORS FOR THE SE CORNER OF SAID LOT 11 IN CENTERLINE OF CATALPA AVENUE; THENCE S 89°08'19" E ALONG SAID CENTERLINE OF CATALPA AVENUE AND ALONG THE S LINE OF THE N 1/2 OF SECTION 7, 4,675.89 FEET TO THE E 1/4 CORNER OF SAID SECTION 7; THENCE S 88°40'35" E, ALONG SAID CENTERLINE AND ALONG THE S LINE OF N 1/2 OF SECTION 8, 3,406.06 FEET; THENCE N 5,380.44 FEET TO A POINT ON THE N LINE OF THE S 1/2 OF SECTION 5; THENCE N 89°00'36" W ALONG SAID N LINE, 2,545.405 FEET; THENCE N 07°47'49" W ALONG SAID W LINE, 988.17 FEET; THENCE N 39°33'51" W, 1,397.205 FEET.; THENCE N 46°23'45" W, 875.12 FEET TO THE N LINE OF SAID SECTION 6; THENCE N 89°43'07" W ALONG SAID N LINE, 3372.19 FEET TO POINT OF BEGINNING. LESS AND EXCEPT A 100 FOOT WIDE STRIP RUNNING NORTHERLY FROM THE S LINE OF THE N 1/2 OF SECTION 8 TO THE N LINE OF THE S 1/2 OF SECTION 5.

AND

(Continued on Sheet No. 3.5)

(Continued from Sheet No. 3.4)

THE SOUTH 1/2 OF SECTION 7, LESS THE RIGHT-OF-WAY TO STATE ROAD NO. 35 (U.S. HIGHWAY NO. 17) ALONG THE WEST SIDE AND LESS THE SOUTH 150.00 FEET AND ALSO LESS THE SOUTH 1/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.

ALSO THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, LESS THE SOUTH 150.00 FEET.

AND

A PART OF SECTION 6, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF SECTION 6, THENCE S 89°38'49" E ALONG THE NORTH LINE OF SAID SECTION 6, 50 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 17; THENCE S 0°30'10" W ALONG SAID EAST RIGHT-OF-WAY, 50 FEET TO POINT OF BEGINNING; THENCE S 89°38'33" E, 1735.61 FEET; THENCE S 01°10'26" W, 1237.08 FEET; THENCE S 73°23'45" E, 919.56 FEET; THENCE S 0°37'28" E, 1116.55 FEET; THENCE N 89°37'15" W, 2626.59 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 17; THENCE N 0°30'10" E ALONG SAID EAST RIGHT-OF-WAY, 2,609.46 FEET TO POINT OF BEGINNING, ALL LYING AND BEING IN TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA.

LESS AND EXCEPT PARCEL 105

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 24 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S 89°43' 07" E, 0.39 FEET TO THE SURVEY BASE LINE OF STATE ROAD 35 (U.S. HIGHWAY NO. 17); THENCE ALONG SAID SURVEY BASE LINE S 00°29'34" W, 50.00 FEET; THENCE S 89°42'41" E, 49.85 FEET FOR A POINT OF BEGINNING, SAID POINT LYING ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 35 (U.S. HIGHWAY 17) (PER DEED EXCEPTION, OFFICIAL RECORDS BOOK 836, PAGE 595); THENCE CONTINUE S 89°42'41" E, 152.35 FEET; THENCE S 00°29'34" W, 1,533.83 FEET; THENCE S 00°26'93" W, 1,075.70 FEET; THENCE N 59°41'03" W, 150.74 FEET TO SAID EASTERLY EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, N 00°21'54" E, 13.93 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID EASTERLY EXISTING RIGHT-OF-WAY LINE, N 00°36'22" E, 2,595.52 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (ZACHARIAH PARCEL):

A PORTION OF SECTIONS 17 & 18, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17, THENCE SOUTH 89°12'01" EAST, A DISTANCE OF 3670.96 FEET ALONG THE NORTH LINE OF SECTION 17; THENCE SOUTH 00°34'08" WEST, A DISTANCE OF 1319.39 FEET; THENCE NORTH 89°10'55" WEST, A DISTANCE OF 400.63 FEET; THENCE SOUTH 00°35'02" WEST A DISTANCE OF 2562.50 FEET; THENCE NORTH 88°36'17" WEST, A DISTANCE OF 961.33 FEET; THENCE NORTH 01°38'32" EAST, A DISTANCE OF 10.23 FEET; THENCE NORTH 88°37'57" WEST, A DISTANCE OF 700.15 FEET; THENCE SOUTH 01°26'04" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°31'23" WEST, A DISTANCE OF 47.79 FEET; THENCE

(Continued on Sheet No. 3.6)



(Continued from Sheet No. 3.5)

NORTH 89°00'58" WEST, A DISTANCE OF 1345.95 FEET; THENCE NORTH 00°20'43" WEST, A DISTANCE OF 269.02 FEET; THENCE NORTH 89°09'14" WEST, A DISTANCE OF 159.92 FEET; THENCE NORTH 00°14'38" WEST, A DISTANCE OF 964.18 FEET; THENCE NORTH 88°49'13" WEST, A DISTANCE OF 654.72 FEET; THENCE SOUTH 00°09'14" EAST, A DISTANCE OF 620.47 FEET; THENCE SOUTH 88°53'32" WEST, A DISTANCE OF 1425.59 FEET; THENCE SOUTH 00°44'50" WEST, A DISTANCE OF 628.61 FEET; THENCE NORTH 89°05'26" WEST, A DISTANCE OF 53.45 FEET; THENCE NORTH 01°06'14" EAST, A DISTANCE OF 9.92 FEET; THENCE NORTH 89°10'01" WEST, A DISTANCE OF 308.04 FEET; THENCE NORTH 89°10'07" WEST A DISTANCE OF 357.08 FEET; THENCE NORTH 00°34'59" EAST, A DISTANCE OF 622.09 FEET; THENCE NORTH 88°53'32" WEST, A DISTANCE OF 476.00 FEET; THENCE NORTH 00°06'42" WEST, A DISTANCE OF 3268.77 FEET TO THE NORTH LINE OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 24 EAST; THENCE SOUTH 88°29'58" EAST, ALONG THE NORTH LINE OF SECTION 18, A DISTANCE OF 3271.22 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED ABANDONED RAILROAD RIGHT-OF-WAY:

A 100 FOOT WIDE STRIP OF LAND LYING WITH SECTION 17, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY FLORIDA, SAID STRIP OF LAND LYING 50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17, TOWNSHIP 40 SOUTH, RANGE 24 EAST, THENCE SOUTH 89°12'01" EAST, A DISTANCE OF 1568.05 FEET, TO THE CENTERLINE; THENCE SOUTH 00°12'53" WEST, A DISTANCE OF 3855.30 FEET ALONG SAID CENTERLINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 764, ALSO KNOWN AS WASHINGTON LOOP ROAD.

TOGETHER WITH (RYALS PARCEL):

ALL OF SECTION 3.

TOGETHER WITH PORTIONS OF SECTIONS 10, 11, AND 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N 88°35'55" W, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 2711.65 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N 01°16'01" E, LEAVING SAID SOUTH LINE OF SECTION 10, A DISTANCE OF 2868.63 FEET TO A POINT OF BEGINNING; THENCE N 55°38'29" E, A DISTANCE OF 813.61 FEET; THENCE N 32°31'48" E, A DISTANCE OF 1070.25 FEET; THENCE S 72°17'21" E, A DISTANCE OF 2065.42 FEET; THENCE N 21°02'51" E, A DISTANCE OF 405.77 FEET; THENCE N 08°23'14" E, A DISTANCE OF 26.47 FEET; THENCE N 40°01'38" E, A DISTANCE OF 1212.23 FEET; THENCE N 90°00'00" E, A DISTANCE OF 165.03 FEET; THENCE N 37°31'10" E, A DISTANCE OF 179.97 FEET; THENCE N 44°14'18" E, A DISTANCE OF 153.32 FEET; THENCE N 06°13'24" E, CROSSING THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 474.86 FEET; THENCE N 26°19'16" W, A DISTANCE OF 1554.13 FEET; THENCE N 78°25'26" E, A DISTANCE OF 1535.88 FEET; THENCE N 31°07'54" E, A DISTANCE OF 682.02 FEET; THENCE S 82°30'42" E, A DISTANCE OF 339.94 FEET; THENCE N 19°50'47" E, A DISTANCE OF 822.67 FEET; THENCE N 23°37'01" E, A DISTANCE OF 69.24 FEET; THENCE N 29°18'40" E, A DISTANCE OF 929.37 FEET; THENCE N 02°52'17" W, A DISTANCE OF 34.64 FEET; THENCE N 24°11'12" W, A DISTANCE OF 242.50 FEET; THENCE N 13°29'12"E, A DISTANCE OF 1111.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE N

(Continued on Sheet No. 3.7)

(Continued from Sheet No. 3.6)

89°36'54" W, ALONG SAID NORTH LINE OF SECTION 2, A DISTANCE OF 4291.62 TO THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S 00°09'15" W, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 5289.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 2;  
THENCE N 88°35'55" W ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2711.65 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 10; THENCE S 01°16'01" W, A DISTANCE OF 2554.67 FEET TO THE POINT OF BEGINNING.

IN TOWNSHIP 39 SOUTH, RANGE 24 EAST, DESOTO COUNTY, FLORIDA (DESOTO PARK, LLC):

ALL OF SECTION 31.

ALONG WITH:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 30.

LESS AND EXCEPT:

A PORTION OF SECTION 30 & 31, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE SOUTH 89°41'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 50.39 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF U.S. HIGHWAY #17 (100 FEET WIDE); THENCE NORTH 0°24'39" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 3728.32 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY #17 AND THE NORTH RIGHT-OR-WAY OF ENTERPRISE BLVD., SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°34'59" EAST ALONG THE NORTH RIGHT-OF-WAY OF SAID ENTERPRISE BLVD., A DISTANCE OF 2138.80 FEET; THENCE NORTH 0°11'34" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 55.00 FEET; THENCE SOUTH 89°34'59" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 441.24; THENCE NORTH 00°11'14" EAST, A DISTANCE OF 1524.75 FEET TO THE NORTH LINE OF SECTION 31; THENCE NORTH 00°34'13" EAST, A DISTANCE OF 1333.50 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 30; THENCE NORTH 89°30'57" WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 30, A DISTANCE OF 2563.24 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY #17; THENCE SOUTH 00°52'15" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1793.74 FEET; THENCE SOUTH 00°25'15" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 586.65 FEET; THENCE SOUTH 00°23'47" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 535.91 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (TOWER SITE):

A PORTION OF SECTION 31, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°41'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 50.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY #17; THENCE NORTH 0°24'39" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 126.12 FEET; THENCE SOUTH 89°41'45" EAST, A DISTANCE OF 197.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°41'45" EAST, A DISTANCE OF 270.00 FEET; THENCE NORTH 0°18'15" EAST, A DISTANCE OF 396.55 FEET; THENCE NORTH 89°41'45" WEST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 0°18'15" WEST, A DISTANCE OF 396.55 FEET TO THE POINT OF BEGINNING.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Charlotte	The Oaks at Rivers Edge (formerly Hunter Creek Village)	GS, RS	12.0, 13.0
Charlotte	Harbor Club Resort and Marina	GS, RS	12.0, 13.0
Charlotte	The Estates on Peace River	GS, RS	12.0, 13.0
DeSoto	DeSoto Park	GS, RS	12.0, 13.0

TECHNICAL TERMS AND ABBREVIATIONS

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

INDEX OF RULES AND REGULATIONS

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RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

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

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

- 9.0 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. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

- 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 charge resulting from a violation of this Rule.

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

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.

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

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

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

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

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

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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.
- 17.0 DELINQUENT BILLS – When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)



(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
22. EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS.....	12.0
Miscellaneous Service Charges .....	15.0
Residential Service, RS.....	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 29.41
3/4"	\$ 44.12
1"	\$ 73.53
1 1/2"	\$ 147.05
2"	\$ 235.28
3"	\$ 470.56
4"	\$ 735.25
6"	\$ 1,470.50

Charge per 1,000 gallons \$ 6.02

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

EFFECTIVE DATE - June 7, 2022

TYPE OF FILING - 2022 Price Index

WS-2022-0035

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Sizes</u>                            | <u>Base Facility Charge</u> |
|---|-----------------------------|
| All Meter Sizes                               | \$ 29.41                    |
| Charge per 1,000 gallons<br>10,000 gallon cap | \$ 5.04                     |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE - June 7, 2022
- TYPE OF FILING - 2022 Price Index

WS-2022-0035

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

CUSTOMER DEPOSITS

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

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

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$85.70	\$101.62
All over 5/8" x 3/4"	2x average estimated bill	2x average estimated bill

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

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

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

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

EFFECTIVE DATE - APRIL 30, 2021

TYPE OF FILING - RECEIVERSHIP

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$20.72	N/A
Normal Reconnection Charge	\$20.72	\$41.46
Violation Reconnection Charge	Actual Cost	Actual cost
Premises Visit Charge (in lieu of disconnection)	\$20.72	\$41.46

EFFECTIVE DATE - April 30, 2021

TYPE OF FILING - RECEIVERSHIP

WS-2019-0023

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges .....	18.0
Service Availability Policy .....	17.0

SERVICE AVAILABILITY POLICY

The utility provides service to the Oaks at Rivers Edge (formerly Hunter Creek Village) and the Estates at Peace River, and will provide service to Harbor Club Resort and Marina and DeSoto Park. The developers shall install the wastewater collection lines to the boundary of each new lot and the lot owner or the developer shall pay all approved service availability charges for the lots that are developed and must connect to the wastewater system to receive service.



SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Plant Capacity Charge</u>	
Residential-per ERC (200 GPD).....	\$1,762.40
All others-per gallon.....	\$ 8.81

EFFECTIVE DATE - April 30, 2021

TYPE OF FILING - Receivership

WS-15-0229

MICHAEL SMALLRIDGE  
ISSUING OFFICER

RECEIVER  
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	21.0

APPLICATION FOR WASTEWATER SERVICE

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_  
City State Zip

Service Address \_\_\_\_\_  
City State Zip

Date service should begin \_\_\_\_\_

Service Requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wished to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 30 days prior to the date the Customer desires to terminate service.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

COPY OF CUSTOMER'S BILL

SUN RIVER UTILITIES, INC.  
5660 Bayshore Road, Suite 36  
North Fort Myers, Florida 33917

Water and Sewer Bill

Date \_\_\_\_\_  
Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Current Reading \_\_\_\_\_  
Last Reading \_\_\_\_\_  
Gallons Used (x 1000) \_\_\_\_\_

Water  
Base Rate .....\$ \_\_\_\_\_  
Usage : ..... \_\_\_\_\_

Sewer  
Base Rate: .....\$ \_\_\_\_\_  
Usage : ..... \_\_\_\_\_  
Current Balance: ..... \_\_\_\_\_  
Past Due: ..... \_\_\_\_\_  
TOTAL DUE: ..... \_\_\_\_\_

Billing Period \_\_\_\_\_ to \_\_\_\_\_