STATE OF SOUTH CAROLINA

(Caption of Case)
Application of JACABB Utilities, LLC for approval
of a contract with The Cliffs at Mountain Park, LLC
to serve The Cliffs at Mountain Park Development

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2009 - 238 - S

(Please type or print)
Submitted by: Stephen R. Goldie
Address: JACABB Utilities, LLC
210 W. N. 2nd St.
Seneca, SC 29678

SC Bar Number:
Telephone: 864-882-8194
Fax: 864-882-0851
Other:
Email: shielt@goldieassociates.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)
☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously
☐ Other:

<table>
<thead>
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<th>INDUSTRY (Check one)</th>
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<tbody>
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<td>☐ Letter</td>
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<td>☐ Electric/Gas</td>
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<td>☐ Electric/Telecommunications</td>
<td>☐ Motion</td>
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<td>☐ Objection</td>
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<td>☐ Electric/Water/Telecom.</td>
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<td>☐ Electric/Water/Sewer</td>
<td>☐ Petition for Reconsideration</td>
</tr>
<tr>
<td>☐ Gas</td>
<td>☐ Petition for Rulemaking</td>
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<td>☐ Railroad</td>
<td>☐ Petition for Rule to Show Cause</td>
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<td>☐ Sewer</td>
<td>☐ Petition to Intervene</td>
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<td>☐ Telecommunications</td>
<td>☐ Petition to Intervene Out of Time</td>
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<td>☐ Transportation</td>
<td>☐ Prefiled Testimony</td>
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<td>☐ Water</td>
<td>☐ Promotion</td>
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<td>☐ Water/Sewer</td>
<td>☐ Proposed Order</td>
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<td>☐ Administrative Matter</td>
<td>☐ Protest</td>
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<td>☐ Publisher's Affidavit</td>
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Other:

RECEIVED
JAN 13 2017
PSC SC
MAIL/DMS
January 9, 2017

VIA - FIRST CLASS MAIL

The Honorable Jocelyn D. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, SC 29210

RE: Docket No. 2009-238-S – Application of JACABB Utilities, LLC for Approval of a Contract with The Cliffs at Mountain Park, LLC to Service The Cliffs at Mountain Park Development

Dear Ms. Boyd:

Order number 2015-625 was issued on August 26, 2015 approving the Settlement Agreement and Tariff for Docket No. 2009-238-S.

Wellsong Village, LLC (Wellsong) has sold its interest in the real property subject under the Settlement Agreement to HL-VMP1, LLC.

JACABB Utilities, LLC submits the “Assignment and Assumption of Utilities” which assigns, transfers and conveys the rights, responsibilities, and obligations under the Settlement Agreement from Wellsong Village, LLC to HL-VMP1, LLC.

Please let me know if you have any questions or if more information is needed.

Sincerely,

JACABB UTILITIES, LLC

Stephen R. Goldie
Managing Owner

cc: Steve Eakes
    Office of Regulatory Staff, M. Schellinger
ASSIGNMENT AND ASSUMPTION OF UTILITIES

Preliminary Statement

Village Overlook Condominium Association ("VOCA") entered a Sewer Services Agreement with JACABB Utilities, LLC ("JACABB") dated April 24, 2009 (the "Sewer Service Agreement"). Wellsong Village, LLC ("Wellsong") agreed to accept responsibility for certain obligations, costs and fees and JACABB agreed to provide certain sewer capacity and services in that certain Settlement Agreement entered into by and among VOCA, JACABB and Wellsong before the Public Service Commission of South Carolina, Docket No. 2014-393-S (the "Settlement Agreement.") Wellsong desires to sell Wellsong’s interest in certain real property subject to the Settlement Agreement to HL-VMP1, LLC ("HL-VMP1"). HL-VMP1 desires to acquire Wellsong’s rights and assume Wellsong’s obligations and responsibilities under the Settlement Agreement. Wellsong desires to transfer such rights, obligations, and responsibilities to HL-VMP. JACABB desires to consent to such assignment and assumption.

Agreement

1. Wellsong hereby assigns, transfers, and conveys to HL-VMP1 all of its rights, responsibilities and obligations under the Settlement Agreement.

2. HL-VMP1 hereby accepts the assignment of the rights of Wellsong under the Settlement Agreement and assumes the responsibilities and obligations of Wellsong under the Settlement Agreement.

3. JACABB hereby consents to and approves the Assignment.

4. It is specifically agreed that HL-VMP1 shall not be responsible for the discharge and performance of any duties or obligations required to be performed and/or discharged prior to the effective date of this Assignment and Assumption. In such regard, Wellsong agrees to indemnify, defend and hold HL-VMP1 harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys’ fees, accountants’ fees, consultants’ fees, court costs and interest) resulting from any claims or causes of action existing in favor of or asserted by any party arising out of or relating to Wellsong’s failure to perform any duties or obligations prior to the effective date of this Assignment and Assumption.

5. It is further specifically agreed that Wellsong shall not be responsible for the discharge and performance of any duties or obligations required to be performed and/or discharged after the effective date of this Assignment and Assumption. By acceptance of this Assignment and Assumption, HL-VMP1 accepts, assumes and agrees to perform all of the terms, covenants and conditions in connection with the Settlement Agreement required to be performed by Wellsong in relation to the property acquired after the effective date of this Assignment and Assumption, but not prior thereto, and agrees to indemnify, defend and hold Wellsong harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys’ fees, accountants’ fees, consultants’ fees, court costs and interest) resulting
from any claims or causes of action existing in favor of or asserted by any party arising out of or relating to HL-VMP1's failure to perform any duties or obligations of Wellsong after the effective date of this Assignment and Assumption.

[SIGNATURE PAGES ATTACHED]
IN WITNESS WHEREOF, the parties have duly executed this Assignment and Assumption of Utilities to be effective as of the 5th day of December, 2016.

WELLSONG VILLAGE, LLC
By: ____________________________ (SEAL)
Name: Timothy Brown
Title: Its Sole Member

HL-VMP1, LLC
By: ____________________________ (SEAL)
Name: Seth Henry
Title: Member

By: ____________________________ (SEAL)
Name: Daniel Zinke
Title: Member

JACABB UTILITIES, LLC
By: ____________________________ (SEAL)
Name: Stephen Golds
Title: Managing Owner