

# Village Water, Ltd.

Post Office Box 2211 ■ Lakeland, Florida 33806 ■ 813 665-8242

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FILE COPY

September 25, 1996

RECEIVED

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State of Florida  
Public Service Commission  
Director  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0873

Florida Public Service Commission  
Division of Water and Wastewater

RE: Docket No. 960989-WS

Dear Ms. Tomlinson:

Pursuant to your letter of September 20 we are enclosing an original and five copies of the following:

1. Facility lease - 99 years.
2. Franchise Agreement

Should you have need for additional information please call.

Sincerely,



Jerard A. Kent  
President

ACK \_\_\_\_\_

AFA \_\_\_\_\_

APP JAK:lm  
Enclosures

CAF \_\_\_\_\_

CMU \_\_\_\_\_

CTR \_\_\_\_\_

EAG \_\_\_\_\_

LEG 1

LIN \_\_\_\_\_

OPC \_\_\_\_\_

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SEC 1

WAS \_\_\_\_\_

OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

10546 OCT-2 96

FPSC-RECORDS/REPORTING

# Business Lease

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THIS AGREEMENT, entered into this 1st day of May, 1995, between SHIRLEY W. KENT, hereinafter called the lessor, party of the first part, and VILLAGE WATER, LTD., of the County of Polk and State of Florida, hereinafter called the lessee or tenant, party of the second part:

WITNESSETH, That the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor One Pipeline Easement and One 20 Acre Site to be used for Sewer Plant Effluent Spray Field (See legals attached), situated in Polk County, State of Florida, to be used and occupied by the lessee as a waste water disposal system and for no other purposes or uses whatsoever, for the term of 99 Years, subject and conditioned on the provisions of clause ten of this lease beginning the 1st day of May, 1995, and ending the 31st day of December, 2094, at and for the agreed total rental of \$6,000.00 per year, payable as follows:

\$500.00 on the first day of each month starting May 1, 1995,

all payments to be made to the lessor on the first day of each and every month in advance without demand at the office of Shirley W. Kent, 2905 Jacque Lee Lane in the City of Lakeland, Florida, or at such other place and to such other person, as the lessor may from time to time delegate in writing.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

FIRST: The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

THIRD: That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at tenant's own cost and expense.

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Agreement, whereby the same shall be rendered untenable, then the lessor shall have the right to render said premises tenable by repairs within ninety days therefrom. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all of the rights of the lessee hereunder.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way therefor, and retel the premises with or without any

furniture that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: Lessee agrees to pay the cost of collection and ten percent attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessee agrees that he will pay all charges for rent, gas, electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor may at its option consider the said lessee tenant at sufferance and the entire rent for the rental period than next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINTH: The said lessee hereby pledges and assigns to the lessor all the furniture, fixtures, goods and chattels of said lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said lessor, and does hereby agree to pay attorney's fees of ten percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the lessor.

TENTH: It is hereby agreed and understood between lessor and lessee that in the event the lessor decides to remodel, alter or demolish all or part of the premises leased hereunder, or in the event of the sale or long term lease of all or any part of the building requiring this space, the lessee agrees to vacate same upon receipt of sixty (60) days' written notice and the return of any advance rental paid on account of this lease.

ELEVENTH: The lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Agreement, or to the rules and regulations of this building.

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or negligence of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this Agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said term the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this Agreement.

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice mailed or delivered to the office of the lessor shall constitute sufficient notice to the lessor, to comply with the terms of this contract.

NINETEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

TWENTIETH: It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTY-FIRST: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval before installation of same.

TWENTY-SECOND: It is further understood and agreed between the parties hereto that lessee shall be responsible for paying all State Sales Tax on lease payments as well as Polk County Real Estate and volaren Taxes on the buildings and Polk County Personal Property Tax on building contents.

TWENTY-THIRD: It is further understood and agreed between the parties hereto that lessee and lessee's employees and suppliers will use the Maine Avenue entrance as ingress and egress to the facilities. Lessor will be responsible for providing and maintaining this entrance.

TWENTY-FOURTH: It is further understood and agreed between the parties hereto that lessor may increase the annual rental amounts payable.

TWENTY-FIFTH: It is further understood and agreed between the parties hereto that lease will automatically renew unless lessee gives three months' notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have herunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

Linda M. Miller

As to Lessor

Linda M. Miller

As to Lessee

Shirley W. Sent (Seal)

Lessor

VILLAGE WATER, LTD.  
J. Sent (Seal)

Lessee

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## WATER AND WASTEWATER UTILITY FRANCHISE

### RECITALS:

1. The Polk County Board of County Commissioners, sitting as the Polk County Utilities Commission, has exclusive jurisdiction over water and wastewater utilities with respect to authority, service, and rates pursuant to the Polk County Water and Sewer System Regulatory Ordinance 82-11, as amended.
2. Pursuant to said Ordinance, the Utility has filed an application to obtain a franchise to provide water and wastewater service within the boundaries of the property described in Exhibit "A" attached to and incorporated in this Agreement.
3. The Utility currently provides water and wastewater service within the Village Water, LTD. Service Area described in Exhibit A.
4. The Utility is also seeking approval of certain rates, fees and charges to be set forth in separate resolutions to be considered by the Polk County Utilities Commission.
5. The County has scheduled and held a duly noted public hearing to consider the application for franchise.

ACCORDINGLY, in consideration of the Recitals, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. There is hereby granted to VILLAGE WATER LTD. (hereinafter referred to as the "Utility" or the "Grantee"), for a period of five (5) years from the date of the acceptance of this franchise and renewable thereafter, at the discretion of the Board of County Commission and consistent with County Ordinances, Rules and Regulations an exclusive franchise to operate and maintain a water and wastewater utility consistent with the terms contained herein. The Utility is hereinafter granted exclusive right, authority and obligation to own, control, operate and maintain a public potable water system and wastewater collection, treatment and disposal system (collectively referred to as a "utility system") within the boundaries of the property described in Exhibit "A", attached hereto and by reference made a part hereof, lying and being in Polk County, Florida, which lands are not within the municipal limits of

an incorporated city or town in Polk County, Florida, and are not now being served by a municipally owned or operated utility system, and are not now being served by individuals, firms or corporations under a franchise granted by the Board of County Commissioners or Utilities Commission in said County of Polk and State of Florida, and to construct, maintain and repair the utility systems and to provide for all necessary connections to the system, along and in and under the roads, streets, alleys and public places in said area, and also to repair, replace, enlarge and extend the same, and to carry on the business of furnishing water and wastewater utility service in said areas for a consideration, subject to the ordinances, rules and regulations of the Board of County Commissioners of Polk County, Florida and the Polk County Utilities Commission and subject to the conditions and provisions of this agreement and all applicable Federal, State, and local laws, ordinances, rules and regulations. This agreement shall not be construed to prevent any person from owning or operating any utility system the ownership or operation of which does not require a franchise from the Board of County Commissioners or the Polk County Utilities Commission nor shall it be construed to grant authority to own or operate a utility system within any area within which another entity has previously been granted the right or authority to operate a utility system.

**SECTION 2.** The Utility shall make all improvements, additions and extensions to the water and wastewater systems as needed to provide service within its service area provided that the cost of extending such services is economically feasible in relation to anticipated usage. Excess cost are to be borne by the developer or new customer. When disputed, excess costs and other terms and conditions of service extension shall be arbitrated and resolved by the Polk County Board of Commissioners sitting as the Polk County Utilities Commission.

SECTION 3. The Utility shall at all times be subject to and comply with all ordinances, rules and regulations of the Board of County Commissioners and the Polk County Utilities Commission now in effect or hereafter enacted or adopted.

SECTION 4. For the purpose of carrying into effect the privilege granted herein, the Grantee is hereby authorized to make all necessary excavations in such public roads, streets, alleyways and other public grounds situated in the areas above described, but they shall be done within a reasonable period of time and with the least practical interference with the rights of the public and individuals.

Plans for the installation, extension, modification or expansion of the utility system and appurtenances thereto shall be filed with the Director of the Polk County Utilities Division for review prior to construction. Where pipelines or other facilities are to be located in the public right-of-way or other public grounds, or where the disturbance of such lands is necessary for purposes of maintenance or repair, the Grantee shall also secure any required permits from the County Engineer prior to the initiation of any construction activity, except where an emergency exists.

SECTION 5. The Grantee shall restore all roads, streets, alleys, sidewalks and public right-of-ways and grounds when excavated by it, to a condition as good as it was at the time of such excavation or damage. In case any obstruction or other damage caused by said grantee shall remain for an unreasonable length of time after notice to cure such condition, or in case of neglect by said Grantee to protect any dangerous place by proper guards, the Polk County Board of County Commissioners may complete the necessary restoration at the expense of the Grantee.

SECTION 6. If required by the widening, repair,

or reconstruction of any road or any other public way, the Utility shall move all its utility lines or facilities in such public road or way at no cost to the County.

SECTION 7. The Utility shall be allowed to charge rates and fees according to resolution from time to time adopted by the Polk County Board of County Commissioners sitting as the Polk County Utilities Commission, which rates and fees shall be fair, reasonable, compensatory and not unduly discriminatory and shall be set in accordance with all applicable ordinances, rules and regulations of the Board of County Commissioners and the Polk County Utilities Commission.

SECTION 8. The Utility shall not sell, assign, or transfer its franchise agreement, facilities, or assets or any portion thereof without the approval of the Polk County Utilities Commission.

SECTION 9. The Utility shall at all times protect and save harmless the County of Polk from all damage and loss from or arising out of or by reason of, the construction or operation of its utility system.

SECTION 10. The Utility shall at all times comply with all lawful regulations and requirements of the Polk County Health Department, the Division of Health of the Department of Health and Rehabilitative Services of Florida, and Florida Department of Environmental Regulation, the United States Environmental Protection Agency and any other regulatory agency having jurisdiction over the operation of the Grantee.

SECTION 11. The right is reserved to the Board of County Commissioners or the Polk County Utilities Commission to levy and collect franchise, utility, or use taxes and inspection or other fines, fees, and costs when such taxes, fines, fees, or costs are authorized by general law or ordinance.



SECTION 12. The Utility shall, on all new water main line extensions or new installations, install and maintain fire hydrants and stand pipes for fire protection. Plans for the installation of fire hydrants and stand pipes are subject to the approval of the Director of the Polk County Utilities Division. Installation and maintenance costs are part of the normal capital improvement costs and operating expenses of the Utility.

SECTION 13. The Utility shall file its written acceptance of the provisions of this franchise with the Clerk of the Circuit Court of Polk County, Florida, as ex-officio Clerk of the Board, on or before the expiration of sixty (60) days from the approval of this agreement, and certify in such acceptance that it will comply with all ordinances, rules and regulations of the Polk County Board of County Commissioners and in the operation of the water system, and will protect and save harmless the Polk County Utilities Commission and the Polk County Board of County Commissioners from all damages and loss from, or arising out of, or by reason of the construction or operations of said water system. By acceptance of this franchise, the Utility does agree that it will construct, operate and maintain water and wastewater systems in the geographical area of this franchise, furnishing said area with reasonable utility services, all in accordance with the rules and regulations of the Board of County Commissioners or the Polk County Utilities Commission. Failure on the part of the Utility to file its acceptance hereof with the Clerk of the Board, as herein provided, or to comply with any of the provisions of this franchise, shall render this franchise null and void.

SECTION 14. This agreement shall take effect and be in force from and after its passage by this Commission and its written acceptance by the Utility and upon such acceptance being filed with the Clerk of the Board of County Commissioners.

DATED this 18th day of December, 1990.

POLK COUNTY UTILITIES COMMISSION

By: *Marlene Young*  
Marlene Young, Chairman

BOCC 12-18-90

ATTEST:

E. D. "BUD" DIXON, Clerk

By: *Nettie L. Rowland*

Deputy Clerk

APPENDIX A

In Township 28 South, Range 24 East, Polk County, Florida:

Section 24: The Southwest 1/4 of Southeast 1/4.

Section 25: The West 3/4 Less the North 1/8 of Northwest 1/4.

Section 26: The South 1/2 of the Northeast 1/4 less the North 247 feet thereof, and the Southeast 1/4.

Section 35: The East 1/2.

Section 36: All Less (a) the Southeast 1/4 of Southeast 1/4 and (b) that part of the Southwest 1/4 of Southeast 1/4 described as : begin at the intersection of the West line of the Southwest 1/4 of Southeast 1/4 of Section 36 with the North right-of-way line of State Road 540, being 19 feet North of the Southwest corner of the Southwest 1/4 of Southeast 1/4, run thence North 519 feet, thence turn right an angle of 89 degrees from North to East and run East 587.38 feet, thence turn left an angle of 45 degrees from East to Northeast and run Northeast 331.75 feet, thence turn left an angle of 44 degrees 30 feet from Northeast to North and run North 549 feet, more or less, to the North line of the Southwest 1/4 of Southeast 1/4, thence run East 580 feet, more or less, to the Northeast corner of Southwest 1/4 of Southeast 1/4, thence South 1314 feet, more or less, to the North right-of-way line of State Road South 540, thence Westerly along said North right-of-way line 1321.84 feet to the point of beginning.

And in Section 26, Township 28 South, Range 24 East: The North 1/2 of the Northeast 1/4 less the North 1/8 of the East 3/4 of the said Northeast 1/4; and also, the North 247 feet of the South 1/2 of the Northeast 1/4; and also, the Southeast 1/4 of the Northwest 1/4; and also, the East 1/2 of the Southwest 1/4; and also, the South 2 1/2 acres of the Southwest 1/4 of the Southwest 1/4.

In Section 35, Township 28 South, Range 24 East: The Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4.

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## RESOLUTION

WHEREAS, after public hearing pursuant to notice, the Polk County Utilities Commission finds that the Village Water, LTD., is entitled to establish water and wastewater rates based on the following findings:

A. A rate base of \$343,832 for water and wastewater on Village Water, LTD. is reasonable considering the Utility's original investment in property used and useful in public service.

B. A revenue requirement at Village Water, LTD., for \$113,661 is needed for water utility operation.

C. These findings are based upon information supplied by the Utility and may subsequently be adjusted or modified by the Utilities Commission.

D. The connection fee increases requested by the Utility appear to be reasonable.

Effective October 1, 1990, the water and wastewater rates and charges for Village Water, LTD. are established as follows:

### Residential Service

All Meters	\$ 0.25
per 1,000 Gallons	\$ 1.75

### Commercial Services

Full 3/4" Meter	\$ 9.25
1" Meter	\$ 15.00
1 1/2" Meter	\$ 25.00
2" Meter	\$ 55.00
4" Meter	\$ 125.00
8" Meter	

All usage per 1,000 gallons	\$ 1.75
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### FIRE PROTECTION SERVICE

8" Meter	\$500.00
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### SEWER RATES

#### Commercial Services

Full 3/4" Meter	\$ 25.00
1" Meter	\$ 55.00
1 1/2" Meter	\$110.00
2" Meter	\$180.00
4" Meter	\$425.00

All usage per 1,000 gallons	\$ 1.75
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### WATER AND SEWER TAP FEES

#### RESIDENTIAL SERVICES

3/4" METER

#### WATER

\$ 200.00

#### SEWER

\$ 600.00

COMMERCIAL SERVICESWATERSEWER

3/4" METER	\$ 650.00	\$ 900.00
1" METER	1,600.00	2,600.00
1 1/2" METER	3,680.00	6,000.00
2" METER	6,500.00	10,900.00
4" METER	27,600.00	48,000.00
8" METER	Available upon request	

The franchise purchases water from the City of Lakeland through a master meter connection. In addition to the above fees, capacity fee's charge by the City of Lakeland shall also be collected. Records shall be maintained for periodic review by the County, to verify Lakeland charges and customer billings. Any changes to the fee by the City of Lakeland may be past to the customer without Public Hearing. Polk County must be notified of any change of fees.

Deposits

Residential Water \$ 25.00 Sewer \$ 25.00

Commercial Water Sewer

Meter 3/4"	\$ 50.00	Meter 3/4"	\$ 50.00
Meter 1"	50.00	Meter 1"	100.00
Meter 1 1/2"	100.00	Meter 1 1/2"	150.00
Meter 2"	125.00	Meter 2"	200.00
Meter 4"	150.00	Meter 4"	450.00
Meter 8"	300.00	Meter 8"	900.00

Miscellaneous Service Charges

- Late Charge (21 days after billing) \$ 3.00
- Non-payment Disconnection/Re-connection fee 25.00
- Return Check Charge 20.00
- Theft of Service (Includes Lock Destruction when service has been terminated.) 100.00
- Premises Visit Charges 15.00
- Temporary Absence Disconnection Charge 15.00
- Request for Meter Test 3/4" Meter 15.00 Based on meter size 1" Meter 20.00 2" Meter 30.00
- Re-connection Charges Same Day Service on Overtime 25.00
- Regular user charges shall apply to wastes that are at or below normal concentrations as follows:
  - BOD - 150 mg/l
  - Total Suspended Solids - 150 mg/l
  - Nitrates - 12 mg/l
  - Grease 50 mg/l

Rates for levels exceeding normal concentration shall be based on average concentrations weighed in proportion to volume of flow determined during each billing period, by the most practicable method possible. Should the average concentration of any constituent exceed the allowable concentration stated in the above, an individual surcharge for constituent(s) exceeded shall apply for the applicable billing period.

Surcharge shall be based on the total cost to the company for correcting this problem. Should it be necessary to purchase "Biologically Active Seed Cultures" the total monthly cost will be passed through as a surcharge.

The company shall maintain a full set of books in accordance with standard industry practice and the water and sewer franchise operations shall be treated as an independent business for the purpose of implementing Ordinance 82-11.

NOW, THEREFORE, BE IT RESOLVED by the Polk County Utilities Commission, duly assembled, that:

ORDERED THIS 9th day of October, 1998 effective 1st day of October, 1998.

POLK COUNTY UTILITIES COMMISSION

By *Maryene Young*  
MARYENE YOUNG, Chairman *Bocc 12/8-90*

ATTEST:

E. D. "BUD DIXON, CLERK

By *Kittie L. Dairland*  
Deputy Clerk

tmg

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STATE OF FLORIDA )  
COUNTY OF POLK )

I, E. D. "Bud" Dixon Clerk of the Board of County Commissioners of Polk County, Florida, hereby certify that the foregoing is a true and correct copy of a resolution granting rate increase for Village Water, Ltd. effective October 1, 1990

which was adopted by the said Board on the 18th day of December, 1990.

WITNESS my hand and official seal on this 7th day of January, 1991.

(SEAL)

E. D. "BUD" DIXON  
Clerk and Auditor

By:

*Nettie L. Darland*  
Nettie L. Darland  
Deputy Clerk

ACCEPTANCE OF FRANCHISE

TO: POLK COUNTY, FLORIDA UTILITIES COMMISSION

This is to advise you that the VILLAGE WATER, LTD.  
(Name of Corporation)  
accepts the Franchise Agreement adopted by the Commission on  
DECEMBER 18, 1990 and that VILLAGE WATER, LTD.  
agrees to be bound by the terms and conditions therein.

NAME OF CORPORATION

BY: James R. Kent, President  
VILLAGE INDUSTRIAL UTILITIES, INC.  
as General Partner  
DATED: January 8, 1991

ATTEST:

BY: Linda M. Miller  
Linda M. Miller  
Secretary

SEAL