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January 31, 1997

HAND DELIVERY

Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 961299-WS
Application for Grandfather Certificates to Provide Water and
Wastewater Service in Polk County by Garden Grove Water
Company, Inc.

Dear Ms. Bayo:

Enclosed herewith on behalf of Garden Grove Water Company,
Inc. (the Applicant) for filing in the above docket are an original
and eight copies of this letter, submitted as an additional partial
response to Ms. Golden's letter to me dated November 27, 1996.

Plant Sites

The Applicant submitted as Exhibit II to the above-referenced
application documentation that it either owns or has entered into
an agreement for the continued use of fourteen facility sites. Ms.
Golden requests certain additional documentation for seven of those
sites.

- ACK _____
 - AFA _____
 - APP _____
 - CAF _____
 - CMU _____
 - CTR _____
 - EAG _____
 - LEG _____
 - LIN _____
 - OPC _____
 - RCH _____
 - SEC _____
 - WAS _____
 - OTH _____
1. Eloisewood Water Plant
 2. Cypresswood Water Plant

With its application, the Applicant submitted copies of
recorded quit claim deeds as evidence of its ownership of these two
treatment plant sites. As additional evidence of the Applicant's
ownership, we enclose herewith a Title Insurance Policy previously
obtained by the Applicant's bank in connection with the mortgage on
various utility sites, including the two treatment plant sites, and
a more recent (1995) Ownership and Encumbrance Report obtained by
the bank. (Attachment 1) The Eloisewood Water Plant site is parcel
VI. The Cypresswood Water Plant site is parcel VIII.

DOCUMENT NUMBER-DATE

01199 JAN 31 5

FPSC-RECORDS/REPORTING

Golden

3. Callen Water Well Lease

With its application, the Applicant submitted a copy of a lease for a water well site. The initial ten-year term of the lease began September 30, 1986. (paragraph 2) The lease further provides for options to renew the lease for four additional ten-year terms. All that is required to exercise an option to renew is the lessee's written notice to the lessor at least 90 days prior to the expiration of the current term of the lease. (paragraph 9) The Applicant further submitted a December 5, 1995 letter from the Applicant to the lessor renewing the lease for a second ten-year term. A copy of the certified mail receipt for the renewal is herewith provided. (Attachment 2) Thus, the Applicant has provided evidence of assurance of the continued use of this well site at least through September 30, 2006, with three remaining options to renew extending through September 30, 2026.

We respectfully submit that this arrangement provides adequate evidence of an agreement for the continued use of this site. The "99-year lease" recited in the rule is given as an example. It is not practical to renegotiate the lease, which was entered into over ten years ago. To do so would expose the Applicant to a significantly higher rent. Further, it would be inappropriate to enter into a longer term lease than the existing arrangement, given the contingencies of future water supply associated with any small well.

Ms. Golden's letter further indicates that the lease must be recorded. Recordation is not a requirement of the rule. In any event, the Applicant cannot record the lease. It does not comply with the acknowledgment formalities required for a recordable instrument. See Section 695.03, Florida Statutes. Again, it is not practical to renegotiate the lease so that recordation may be achieved.

As I have indicated to Staff Counsel Kathleen Johnson, this well is not a primary source of supply for the Applicant. If the Staff or the Commission imposes strict requirements beyond that set forth in the rule, the Applicant believes that rather than unnecessarily incurring substantial regulatory costs, it would be more cost-effective to cease its reliance on the well as a source of supply.

4. Cypresswood Wastewater Treatment Plant,
10.46 Acre Pond Addition

5. Cypresswood Wastewater Treatment Plant,
Maintenance Building
6. Cypresswood Wastewater Treatment Plant,
Effluent Disposal Facility

The Applicant submitted recorded quit claim deeds to these three sites as proof of its ownership. As further evidence of such ownership, enclosed herewith is an opinion of title of John G. Wood, Jr., which confirms that the Applicant is the title holder of record in fee simple of the sites. (Attachment 3) Mr. Wood, Vice-President of the Applicant, is also an attorney and member of the Florida Bar. Also submitted herewith in Attachment 3 is a copy of a title insurance policy on the maintenance building site and effluent disposal facility site, obtained by the Applicant's bank when those two parcels were owned by John G. Wood, the Applicant's majority stockholder, prior to their conveyance by him to the Applicant.

7. Cypresswood Wastewater Treatment Plant,
Effluent Disposal Facility

The Applicant submitted with its application a Use Agreement it has entered into with John G. Wood. The agreement provides for Applicant's disposal of treated effluent, through a reuse irrigation system, on citrus groves owned by Mr. Wood.

This Use Agreement was required by the Florida Department of Environmental Protection (DEP) for issuing a permit for the facility. (Attachment 4) The Agreement provides that the amount of effluent to be accepted by the groves is to be determined by the reuse feasibility study and plan approved by DEP. (paragraph 1) The Agreement further provides that any termination of the agreement shall not be effective unless Applicant has obtained substitute land suitable to accept the same amount of effluent placed on the land covered by that portion of the agreement being terminated, with suitability to be determined by the Applicant obtaining all necessary regulatory permits for such substitute land. (paragraph 3)

The applicability of the rule's requirements governing treatment plant sites to the use of citrus groves for effluent disposal by spray irrigation is questionable. In any event, we submit that the Use Agreement by its terms should be accepted as sufficient evidence of the continued use of the site for the purposes of spray irrigation.

Rates and Charges

The Applicant submitted as Exhibit III-A to the above-referenced application a copy of two resolutions of the Polk County Utilities Commission approving certain rates and charges.

The 1992 resolution approved the allowances for funds prudently invested (AFPI) for wastewater as established in a report proposed by the County's consultants, Sheahan, Rowison & Messina, P.A. The resolution specifically references page 31 of said report for AFPI for wastewater treatment and page 35 of said report for AFPI for wastewater disposal facilities. Enclosed herewith are pages 28 through 35 of said report, which set forth the approved AFPI and the underlying analysis. (Attachment 5)

The 1990 resolution approved residential and commercial connection fees of \$510 for water and \$2050 for wastewater. These fees are approved on a per "Equivalent Residential Connection (ERC)" basis, "using the county methodology." In determining the applicable charge for connection fees (and for AFPI) for customers representing other than a single ERC, the Applicant uses the schedule included as Original Sheet No. 16.1 of the Wastewater Tariff together with the enclosed schedule entitled "Unit Flow Values and Sample ERC Value Calculations For Commercial, Industrial, and Public Facilities Development." (Attachment 6) This methodology is the same methodology that Polk County itself uses for determining unit flows and ERC values for Polk County's own facilities.

Since water capacity fees for connections other than 5/8" by 3/4" meters are determined by reference to the "water" section of the same schedule submitted as Wastewater Tariff Sheet 16.1 (as well as the enclosed schedule), we submit herewith Water Tariff Sheet 17.1. We also submit herewith corrected summary Water Tariff Sheet 17.0 and Wastewater Tariff Sheet 16.0, which now explicitly indicate that the water and wastewater capacity fees for a single family residence assume 360 and 270 gallons per day usage, respectively. Corrected summary Wastewater Tariff Sheet 16.0 also reflects that wastewater main extension charges, like water main extension charges, are based on "actual cost." These three proposed tariff sheets are submitted as Attachment 7.

Neither the 1990 or the 1992 resolutions explicitly address the Applicant's current customer deposits, meter installation fees, miscellaneous charges, and other service availability charges (nor for that matter does the 1987 resolution in the Applicant's prior rate case). Please be advised that all these charges have been in

Blanca S. Bayo, Director
January 31, 1997
Page 5

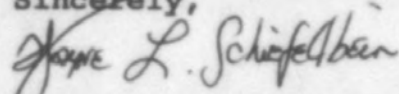
effect since at least 1987, and were submitted to the County as part of the Applicant's three previous rate cases. Our position is therefore that these items were implicitly approved by Polk County, in 1987 and in the subsequent rate cases. In any event, these charges were in effect at the time of the jurisdictional transfer and are reasonable. Accordingly, we ask that they be grandfathered in.

Legal Description on Diskette

As a followup to my letter dated January 23, 1997, enclosed herewith is the revised legal description of the proposed territory on two diskettes, one in Microsoft Word, the second on Wordperfect 5.0.

Please acknowledge receipt of the foregoing by stamping the enclosed extra copy of this letter and returning same to my attention. Thank you for your assistance.

Sincerely,



Wayne L. Schiefelbein

WLS/pav
Enclosures

Attachment 1

Title Insurance Policy &
Ownership and Encumbrance Report

Parcel VI: Eloisewood Water Plant
Parcel VIII: Cypresswood Water Plant

CONDITIONS AND STIPULATIONS (Continued)

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Non-cumulative

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any

act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

12. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

American Land Title Association
Loan Policy-1970
(Amended 10-17-70)

POLICY
OF
TITLE
INSURANCE

STRAUGHN & SHARIT

P. O. Box 2295

255 Magnolia Avenue, S.W.

Winter Haven, Florida 33880

111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

SCHEDULE A

FORM 280

Number	Date of Policy	Amount of Insurance
10 099 02 00195	March 31, 1977 at 7:00 A.M.	\$834,365.00

1. Name of Insured: THE EXCHANGE NATIONAL BANK OF WINTER HAVEN
2. The estate or interest referred to herein is at Date of Policy vested in: GARDEN GROVE WATER COMPANY, INC., a Florida corporation

3. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:
Fee simple

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:
Mortgage given by Garden Grove Water Company, Inc., a Florida corporation to The Exchange National Bank of Winter Haven dated December 31, 1976, filed January 3, 1977, in O. R. Book 1726, page 123, public records of Polk County, Florida, in the principal sum of \$1,000,000.00.

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

PARCEL I: The North 150 feet of the South 1190 feet of the East 300 feet of the West 1010 feet of the SW 1/4 of SW 1/4 of Section 36, Township 28 South, Range 26 East; being part of Lot 16 of FLORIDA HIGHLANDS COMPANY SUBDIVISION, according to plat thereof recorded in Plat Book 3, page 27, public records of Polk County, Florida.

PARCEL II: The South 85.66 feet of the West 84 feet of the East 366 feet of U. S. Government Lot 2, Section 10, Township 29 South, Range 26 East.

PARCEL III: The East 40.0 feet of the South 100.0 feet of the North 125.0 feet of the W 1/2 of the N 1/2 of the NW 1/4 of Section 7, Township 29 South, Range 27 East, Polk County, Florida

(CONTINUED ON ADDED PAGES)

This policy valid only if Schedule B is attached.

(Schedule A continued)

Policy Number _____
Owners _____
Policy Number 10 099 02 00195
Lease _____

PARCEL IV: Lots 248 and 249, ELOISE WOODS, NORTH LAKE ELOISE UNIT, according to plat thereof recorded in Plat Book 22, pages 47 and 47A, public records of Polk County, Florida.

PARCEL V: The North 110.0 feet of Lot 74 of Summer Haven Shores, according to plat thereof recorded in Plat Book 43, page 46, public records of Polk County, Florida; being part of the SE 1/4 of Section 36, Township 28 South, Range 26 East.

PARCEL VI: Lots 558 and 559, ELOISE WOODS, EAST LAKE MARIAM UNIT, according to plat thereof recorded in Plat Book 19, pages 32 and 32A, public records of Polk County, Florida.

PARCEL VII: The East 660 feet of the West 960 feet of N 1/2 of the NE 1/4 of the NE 1/4 of Section 6, Township 29 South, Range 27 East.

PARCEL VIII: Beginning at a point in the East boundary of Section 31, Township 28 South, Range 27 East, Polk County, Florida, 3023.35 feet North of the Southeast corner of said Section 31, run North 0°58'30" East along the East boundary of said Section 31, 342.50 feet; thence run South 89°01'30" West, 176.07 feet to a point in a curve of a curve concaved Southwesterly whose radius is 1910.28 feet; thence run Southeasterly along said curve an arc distance of 363.09 feet (Central angle 10°53'25"); thence run North 89°01'30" East 67.96 feet to the point of beginning.

PARCEL IX: The West 620 feet of the East 1020 feet of the NE 1/4 of the SE 1/4 of Section 35, Township 28 South, Range 26 East, Polk County, Florida, Less and Except the South 895 feet and the West 145 feet of the East 545 feet of the North 25 feet of the South 920 feet thereof.

XXXXXXXXXXXXXXXXXXXX

ENDORSEMENT

2

2213101-265

Imm-59

Attached to and forming a part of
Mortgagee Policy No. 10 099 02 00195

Issued by
CHICAGO TITLE INSURANCE COMPANY

The following is added to Schedule A, 4:

Said mortgage being modified, amended and restated by instrument dated May 17, 1990, and recorded May 21, 1990 in O. R. Book 2856, at pages 1718 to 1730, inclusive, consolidating the original principal balance with a future advance receipt for \$711,166.80, into the increased debt of \$1,012,000.00, and Receipt of Advance under aforesaid mortgage in the amount of \$711,866.80, recorded in O. R. Book 2856, page 1731, public records of Polk County, Florida.

SCHEDULE B, 3 changed to read:

3. Taxes for the year 1990 and subsequent years.

The following is added to to SCHEDULE B, as to all parcels:

NOTE: A UCC Financing between Garden Grove Water Company, Inc., as debtor, and NCNB National Bank of Florida, as secured party, was filed May 21, 1990 in O. R. Book 2856, page 1732, public records of Polk County, Florida.

Delete Item 1, Parcel I under Schedule B.
Delete Item 2, Parcel V, under Schedule B.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

DATED: May 24, 1990

CHICAGO TITLE INSURANCE COMPANY

SHARIT, BUNN, CHILTON & HOLDEN



Alvin W. Long
President.

ATTEST:

Chester C. McCallough

Secretary.

BY: *Joe L. Sharit, Jr.*
Authorized Signatory
Joe L. Sharit, Jr.

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

SCHEDULE B

Policy Number 10 099 02 00195
Loan

This policy does not insure against loss or damage by reason of the following:

PARCEL I:

- 1. Financing statement between Garden Grove Water Company, Inc. and Exchange National Bank of Winter Haven filed March 14, 1969 in O. R. 1210, page 603, public records of Polk County, Florida.
- 2. Easement for public utilities filed February 2, 1965 in O. R. 898, page 231, public records of Polk County, Florida.
- 3. Captioned land lies within the boundaries of the Southwest Florida Water Management District.

PARCEL II; III - See exceptions for all parcels.

PARCEL IV:

- 1. "Subject to Restrictions of Record" as recited on a prior policy.

PARCEL V:

- 1. Easement for public utilities filed January 2, 1951, in Deed Book 894, page 241, public records of Polk County, Florida.
- 2. Financing Statement filed March 14, 1969 between Garden Grove Water Company, Inc. and Exchange National Bank of Winter Haven in O. R. 1210, page 603, public records of Polk County, Florida.
- 3. Captioned land lies within the boundaries of the Southwest Florida Water Management District.

PARCEL VI; VII - See exceptions for all parcels.

PARCEL VIII:

- 1. Utility easements as set forth in instrument recorded in O. R. 1557, page 1198, public records of Polk County, Florida.
- 2. Restrictions set forth in instrument filed in O. R. 1438, page 388, public records of Polk County, Florida.

PARCEL IX:

- 1. Restrictions in instrument filed March 8, 1971 in O. R. 1342, page 409, public records of Polk County, Florida.

Countersigned

(CONTINUED ON ADDED PAGE)

NOTE: The following endorsements appearing after Schedule B are an integral part of this policy:

Authorized Signatory JACK STRAUGHN

(Schedule B continued)

Policy Number _____
Owners
 Policy Number 10 099 02 00195
Loan

AS TO ALL PARCELS:

1. Subject to applicable city and county zoning rules and regulations.
2. Captioned property is subject to the right, title and interest of parties in possession if other than the above-named owners, to unrecorded liens for improvements upon or abutting the premises, and encroachments or errors in dimensions which an accurate survey might disclose.
3. County taxes for 1977 and subsequent years.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

CONDITIONS AND STIPULATIONS (Continued on page below inserts)

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY-1970
(Amended 10-17-70)

10 000 02 00195

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - (a) usury, or
 - (b) any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Issued by:
STRAUGHN & SHARIT
P. O. Box 2295
255 Magnolia Avenue, S. W.
Winter Haven, Florida 33880
(813) 293-1184

President.

ATTEST:

Secretary.

CONDITIONS AND STIPULATIONS (Continued)

2. (a) Continuation of Insurance after Acquisition of Title

This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

- (i) the amount of insurance stated in Schedule A;
- (ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured

mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
- (iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

OWNERSHIP AND ENCUMBRANCE REPORT

TO: NationsBank, N.A.

Date: April 14, 1992
at 11:00 p.m.

RE: Garden Grove Water Company, Inc.

At your request, a record search was made through and including February 28, 1995 at 11:51 P.M.

LEGAL DESCRIPTION:

See Attached Exhibit "A"

TAXES:

Ad Valorem tax information is not provided

LAST GRANTEE OF RECORD:

Warranty deeds to Garden Grove Water Company, Inc. recoded in O.R. Book 966, page 338, O.R. Book 1319, page 1092, O.R. Book 1571, page 1074, O.R. Book 1726, page 106, O.R. Book 1726, page 108, O.R. Book 1726, page 109 and O.R. Book 1961, page 950, in the Public Records of Polk County, Florida.

ENCUMBRANCES:

See Attached Exhibit "B"

JUDGMENTS, LIENS AND OTHER SUITS OF RECORD:

NONE

This information is not to be construed as an opinion as to title to real estate, but merely reflects an extract of information located in the Public Records of Polk County, Florida, and no liability for use hereof, as a title opinion, can be assumed.

STEPHEN K. BROOKS, P.A.

BY: 

STEPHEN K. BROOKS
Florida Bar No. 569800
340 First Street, South
Winter Haven, Florida 33880
813/299-1962

PARCEL I: The North 150 feet of the South 1190 feet of the East 300 feet of the West 1010 feet of the SW 1/4 of Section 36, Township 28 South, Range 26 East; being part of Lot 16 of FLORIDA HIGHLANDS COMPANY SUBDIVISION, according to plat thereof recorded in Plat Book 3, page 27, public records of Polk County, Florida.

PARCEL II: The South 85.66 feet of the West 84 feet of the East 366 feet of U. S. Government Lot 2, Section 10, Township 29 South, Range 26 East.

PARCEL III: The East 40.0 feet of the South 100.0 feet of the North 125.0 feet of the W 1/2 of the N 1/2 of the NW 1/4 of Section 7, Township 29 South, Range 27 East, Polk County, Florida

PARCEL IV: Lots 248 and 249, ELOISE WOODS, NORTH LAKE ELOISE UNIT, according to plat thereof recorded in Plat Book 22, pages 47 and 47A, public records of Polk County, Florida.

PARCEL V: The North 110.0 feet of Lot 74 of Summer Haven Shores, according to plat thereof recorded in Plat Book 43, page 46, public records of Polk County, Florida; being part of the SE 1/4 of Section 36, Township 28 South, Range 26 East.

PARCEL VI: Lots 558 and 559, ELOISE WOODS, EAST LAKE MARIAM UNIT, according to plat thereof recorded in Plat Book 19, pages 32 and 32A, public records of Polk County, Florida.

PARCEL VII: The East 660 feet of the West 960 feet of N 1/2 of the NE 1/4 of the NE 1/4 of Section 6, Township 29 South, Range 27 East.

PARCEL VIII: Beginning at a point in the East boundary of Section 31, Township 28 South, Range 27 East, Polk County, Florida, 3023.35 feet North of the Southeast corner of said Section 31, run North 0°58'30" East along the East boundary of said Section 31, 342.50 feet; thence run South 89°01'30" West, 176.07 feet to a point in a curve of a curve concaved Southwesterly whose radius is 1910.28 feet; thence run Southeasterly along said curve an arc distance of 363.09 feet (Central angle 10°53'25"); thence run North 89°01'30" East 67.96 feet to the point of beginning.

PARCEL IX: The West 620 feet of the East 1020 feet of the NE 1/4 of the SE 1/4 of Section 35, Township 28 South, Range 26 East, Polk County, Florida, Less and Except the South 895 feet and the West 145 feet of the East 545 feet of the North 25 feet of the South 920 feet thereof.

LESS and EXCEPT the North 150 feet of the East 150 feet of parcel I, described above.

ENCUMBRANCES

1. Easement recorded in Deed Book 894, page 241.
2. Easement recorded in OR Book 898, page 231.
3. Easement recorded in OR Book 1557, page 1198.
4. Easement recorded in OR Book 1342, page 409.
5. Easement recorded in OR Book 1617, page 1160.
6. Mortgage recorded in OR Book 1726, page 123.
7. Assignment of Mortgage recorded in OR Book 2151, page 1749.
8. Assignment recorded in OR Book 2153, page 971.
9. Modification recorded in OR Book 2425, page 1833.
10. Receipt of Advance recorded in OR Book 2647, page 1611.
11. Future Advance recorded in OR Book 2856, page 1718 and OR Book 2856, page 1731.
12. Mortgage recorded in OR Book 2079, page 703.
13. Financing Statement recorded in OR Book 2079, page 700.
14. Financing Statement recorded in OR Book 2856, page 1732.
15. Continuation Financing Statement recorded in OR Book 3492, page 1852.
16. Southwest Florida Water Management District, "Peace River Basin" recorded in OR Book 696, page 63, OR Book 744, page 649 & OR Book 1833, page 1383.

Attachment 2

Receipt for Certified Mail
12/5/96 Notice to Renew Lease

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Robinson Callen
 2201 Collins Ave
 Miami Beach FL 33139

4a. Article Number
 P 383 234 535

4b. Service Type
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

RECEIVED DEC 14 1995 Date of Delivery

12-8-95

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

Barnes

PS Form 3811, November 1990 • U.S. GPO: 1991-287-000

DOMESTIC RETURN RECEIPT

P 383 234 535



Receipt for Certified Mail

No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

Sent to Robinson Callen	
Street and No. 2201 Collins Ave	
P. O., State and ZIP Code Miami Beach FL 33139	
Postage	\$.55
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	1.10
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL	\$ 2.75

PS Form 3800, June 1991



For information only, this receipt is not a contract.

EXHIBIT II-A-6-g



GARDEN GROVE WATER CO., INC.

3901 CYPRESS GARDENS ROAD WILLET HAVEN, FLORIDA 33891 PHONE 324 4319

December 5, 1995

Mr. Robinson Callen
c/o Holiday Inn Oceanside Resorts, Inc.
Executive Office
2201 Collins Avenue
Miami Beach, FL 33139

RE: LEASE RENEWAL - WATER WELL - CALLEN

Dear Mr. Callen:

Enclosed is a copy of the lease. According to our date calendar the lease expiration was listed as 1995, but the lease was not executed until September 30, 1986, and the correct expiration date is September 30, 1996. As stated in my letter of October 9, 1995 the lease requires you to be notified at least ninety days prior to the expiration date.

Please consider this letter as our notification to renew the lease for a second ten (10) year term.

I apologize for the mis-communication on our part. If you have any questions please contact me.

Sincerely,

Mark Kluytenaar
Vice President/Operations

MK/jc

Enclosure

MAILED
DATE 12/6/95 INT
GARDEN GROVE WATER CO. INC.

Certified P 383-234 535

Attachment 3

Opinion of Title of
John G. Wood, Jr.

Title Insurance Policy

JOHN G. WOOD, JR.
ATTORNEY AT LAW

3601 CYPRESS GARDENS RD., SUITE A
WINTER HAVEN, FLORIDA 33884

(941) 324-8665
FAX (941) 325-8802

January 30, 1997

Garden Grove Water Company, Inc.
3601 Cypress Gardens Road
Winter Haven, Florida 33884

RE: Opinion of Title

I have examined the Public Records of Polk County, Florida and have determined and do hereby give an opinion that Garden Grove Water Company, Inc. is the title holder of record in fee simple of those certain parcels of land described as follows:

Parcel 1: O.R. Book 2856, Page 1762

Beginning at the Northeast corner of the South 1/2 of the NE 1/4 of the NE 1/4 of Section 6, Township 29 South, Range 27 East Polk County, Florida, run South along the East boundary of said Section 6, 760.0 feet; thence run West, parallel with the North boundary of the said South 1/2 of the NE 1/4 of the NE 1/4, 300.0 feet; thence run Northwesterly to a point in the North boundary of the said South 1/2 of the NE 1/4 of the NE 1/4 located 900.0 feet West of the Point of Beginning; thence run Easterly along the said North boundary of the said South 1/2 of the NE 1/4 of the NE 1/4, 900.0 feet to the Point of Beginning.

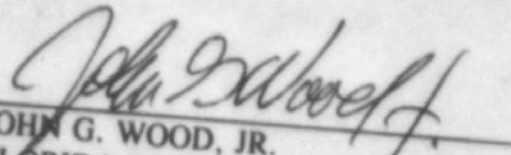
Parcel 2: O.R. Book 2818, Page 0207

The East 200.0 feet of the NE 1/4 of the NW 1/4 of the NE 1/4 of Section 6, Township 29 South, Range 27 East, Polk County, Florida.

Parcel 3: O.R. Book 2882, Page 2012

A part of Lots 9, 10, 15 and 16 of E.L. HASKINS SUBDIVISION as recorded in Plat Book 2B, Page 122 of the Public Records of Polk County, Florida, and a part of Section 6, Township 29 South, Range 27 East, Polk County, Florida described as: Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 28 South, Range 27 East, Polk county, Florida, said point also being the Southeast corner of said Lot 16 and run N 00 deg. 47'10" W along the East boundary of said Lots 9 and 16, 1019.22 feet; thence S 89 deg. 42'36" W, 1227.03 feet; thence S 38 deg 56'33" E, 1735.85 feet; thence N 89 deg. 28'41" E, 426.81 feet; thence S 00 deg. 21'43" W, 325.00 feet to a point on the South boundary of the North 1/2 of the Northeast 1/4 of said Section 6; thence N 89 deg. 20'20" E, along said South boundary, 1090.44 feet;

thence N 00 deg. 06'01" W, 653.38 feet to a point on the North boundary of the Northeast 1/4 of said Section 6, thence S 89 deg. 40'42" W, along said North boundary 1364.03 feet to the Point of Beginning. Containing 40.01 acres MORE OR LESS.



JOHN G. WOOD, JR.
FLORIDA BAR NO: 249890
3601 CYPRESS GARDENS ROAD
WINTER HAVEN, FLORIDA 33884
(941) 324-9663

MORTGAGEE TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of the Effective Date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which The Fund may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon (a) usury, or (b) any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to the Effective Date of policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Effective Date of policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski
President

ISSUED BY

STEPHEN F. BAKER

SERIAL
MP- 1180387

FUND MORTGAGEE FORM

SCHEDULE A

Policy No. MP 1180387

Effective Date: January 20, 1989
at 03:26 P.M.

Agent's File Reference: 89543

Amount of Insurance: \$800,000.00

1. Name of Insured

NCNB NATIONAL BANK OF FLORIDA

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is a fee simple (if other, specify same) and is at the effective date hereof vested in:

JOHN G. WOOD

3. The land referred to in this policy is described as follows:

FOR LEGAL DESCRIPTION SEE ATTACHED EXHIBIT A

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage given by JOHN G. WOOD to NCNB NATIONAL BANK OF FLORIDA, dated January 19, 1989, recorded January 20, 1989 at 03:26 P.M., in O.R. Book 2706, page 1760, public records of Polk County, Florida; in the principal sum of \$800,000.00.

ISSUED BY

STEPHEN F. BAKER
(Attorney or Firm of Attorneys)

6104
AGENT NO.

ATTORNEY - AGENT'S SIGNATURE

565 Avenue K, S. E.
(Mailing Address)

Winter Haven
(City)

Florida, 33880
(Zip)

FUND MORTGAGEE FORM

SCHEDULE B

89543

Policy No. MP 1180387

This policy does not insure against loss or damage by reason of the following:

1. The lien of all taxes for the year 19 89 and thereafter (which are not yet due or payable)
2. The policy to be issued hereunder will not insure the banks or beds of Lake Daisy nor will it insure riparian or littoral rights.
3. Mutual Easement recorded October 13, 1950, Deed Book 888, page 375, public records of Polk County, Florida.
4. Easement in favor of Tampa Electric Company recorded March 14, 1969, in O. R. Book 1210, page 654, public records of Polk County, Florida.
5. Subject property lies within the Southwest Florida Water Management District, Peace River Basin.

ADDITIONAL EXCEPTIONS AFFECTING EASEMENT ONLY:

6. Easements in favor of Tampa Electric Company, recorded in O. R. Book 966, page 124, O. R. Book 866, page 477 and O. R. Book 1617, page 1160, public records of Polk County, Florida.
7. Easements in favor of Warner Amex Cable Communications, Inc., recorded in O. R. Book 2131, page 2125, public records of Polk County, Florida.
8. Easements in favor of Tampa Electric Company recorded in O. R. Book 1331, page 457, and in O. R. Book 866, page 477, public records of Polk County, Florida.
9. Subject property lies within the Southwest Florida Water Management District, Peace River Basin.

North 1/2 of the Northwest 1/4 of the Northeast 1/4, and the North 1/2 of the Northeast 1/4 of the Northwest 1/4, less South 50.0 feet of North 1/2 of Northeast 1/4 of Northwest 1/4, all located in Section 6, Township 29 South, Range 27 East, Polk County, Florida.

AND

The East 310 feet of South 50 feet of North 1/2 of Northeast 1/4 of Northwest 1/4, Section 6, Township 29 South, Range 27 East, Polk County, Florida.

AND

Lots 14, 15, 16 and the South 360.0 feet of Lots 9, 10, 11 and 12 of E. L. HASKINS SUBDIVISION as recorded in Plat Book 2, page 122, public records of Polk County, Florida, all located in Section 31, Township 28 South, Range 27 East.

TOGETHER WITH an easement for ingress and egress over and across the following described property:

The East 130.0 feet of the North 60.0 feet of the South 85.0 feet of the South 1/2 of the Northeast 1/4 of the Northwest 1/4,

ALSO

The West 60.0 feet of the South 1/2 of the Northwest 1/4 of the Northeast 1/4, less and except the South 25.0 feet thereof, all lying in Section 6, Township 29 South, Range 27 East, Polk County, Florida.

ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT (ALTA Form 8.1)

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Endorsement No. 1 to Policy No.: MP-1180387 WOOD 89543

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

Attorneys' Title Insurance Fund, Inc. insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

In Witness Whereof, Attorneys' Title Insurance Fund, Inc. has caused its name and seal to be hereunto affixed by its duly authorized Member-Agent as of the date shown herein, the effective date of this endorsement.

STEPHEN F. BAKER

Name of Fund Member-Agent

MARCH 14, 1989

Date

6104

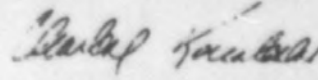
Agent No.


Member-Agent's Signature



Attorneys' Title Insurance Fund, Inc.

By



Charles J. Kovaleski
President

Attachment 4

11/26/91 Letter from DEP



Florida Department of Environmental Regulation

Southwest District • 4520 Oak Fair Boulevard • Tampa, Florida 33610-7347
Lawton Chiles, Governor • 813-623-5561 • Carol M. Browner, Secretary

November 26, 1991

Mark Kluytenaar, Vice President of Operations
Cypresswood WWTP
3601 Cypress Gardens Road
Winter Haven, Florida 33884

Re: Cypresswood WWTP
DER Application #DC53-204515

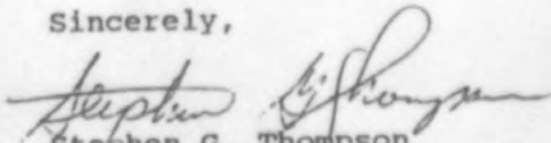
Dear Mr. Kluytenaar:

This office has completed the review of the above referenced application. The application has been determined to be incomplete for the following reasons:

- (1) Chapter 17-610.830(1)(c) requires copies of binding agreements for projects involving discharge of reclaimed water onto property not owned or under the direct control of the permittee. Provide these agreements for the proposed acreage.
- (2) Chapter 17-610.830(1)(d) requires the submittal of a ground water monitoring plan, if applicable. We understand the existing acreage is covered under the existing ground water monitoring plan. The proposed acreage also should be included for ground water monitoring and the existing plan updated or modified as necessary to reflect this.
- (3) Chapter 17-610.460 requires an operating protocol per Chapter 17-610.463. Provide this information.
- (4) How will storage be provided to meet the requirements of Chapter 17-610.464?

This application will be held as incomplete until the above requested information has been received in this office. If you have any questions please contact me at 813/534-7080.

Sincerely,


Stephen G. Thompson
Permitting Engineer

SGT/rjs

cc: Vincent Pickett, P.E.
Joe Squitieri, FDER
Judy Richtar, FDER

Attachment 5

Pages 28-35 of Report by Sheahen, Rowison & Messina, P.A.

GARDEN GROVE WATER COMPANY
WASTEWATER TREATMENT FACILITY

Polk County Utilities
Commission
Schedule A-1
Page 1 of 4
Preparer: Sheahan

Allowance for Funds Prudently Invested
Calculation of Carrying Costs for Each ERC

Information Needed

1. Cost of Qualifying Assets	\$	438,621
2. Capacity of Qualifying Assets		0 GPD
3. Number of Future Customers		1,132 ERC
4. Annual Depreciation Expense	\$	29,883
5. Rate of Return		10.60%
6. Weighted Cost of Equity		4.05%
7. Federal Income Tax Rate		34.00%
8. State Income Tax Rate		5.50%
9. Annual Property Tax	\$	3,134
10. Other Costs	\$	0
11. Depreciation Rate of Assets		0.00%
12. Test Year		1992

GARDEN GROVE WATER COMPANY
WASTEWATER TREATMENT FACILITY

Polk County Utilities
Commission
Schedule A-1
Page 2 of 4
Preparer: Sheahan

Allowance for Funds Prudently Invested
Calculation of Carrying Costs for Each ERC:

Cost of Qualifying Assets:	\$ 438,621	Annual Depreciation Expense:	\$ 29,883
Divided By Future ERC:	1,132	Future ERC's:	1,132
	-----		-----
Cost/ERC:	\$ 387.42	Annual Depr. Cost per ERC:	\$ 26.39
Multiply By Rate of Return:	10.60%		-----
	-----		-----
Annual Return Per ERC:	\$ 41.07	Annual Property Tax Expense:	\$ 3,134
	-----	Future ERC's:	1,132
Annual Reduction in Return:	\$ 2.80		-----
(Annual Depreciation Expense	-----	Annual Prop. Tax per ERC:	\$ 2.77
per ERC Times Rate of Return)	-----		-----
	-----		-----
Federal Tax Rate:	34.00%	Weighted Cost of Equity:	4.05%
-Effective State Tax Rate:	3.63%	Divided by Rate of Return:	10.60%
	-----		-----
Total Tax Rate:	37.63%	% of Equity in Return:	38.21%
	-----		-----
	-----		-----
Effective Tax on Return:	14.38%	Other Costs:	\$ 0
(Equity % Times Tax Rate)	-----	Future ERC's:	1,132
	-----		-----
Provision For Tax:	23.05%	Cost per ERC:	\$ 0.00
(Tax on Return/(1-Total Tax Rate))	-----		-----
	-----		-----

GARDEN GROVE WATER COMPANY
WASTEWATER TREATMENT FACILITY

Polk County Utilities
Commission
Schedule A-1
Page 3 of 4
Preparer: Sheehen

Allowance for Funds Prudently Invested
Calculation of Carrying Cost Per ERC Per Year:

	1992	1993	1994	1995	1996	1997	1998	1999
Unfunded Other Costs:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unfunded Annual Depreciation:	26.39	26.39	26.39	26.39	26.39	26.39	26.39	26.39
Unfunded Property Tax:	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77
Subtotal Unfunded Annual Expense:	29.16	29.16	29.16	29.16	29.16	29.16	29.16	29.16
Unfunded Expenses Prior Year:	0.00	29.16	58.33	87.49	116.65	145.81	174.98	204.14
Total Unfunded Expenses:	29.16	58.33	87.49	116.65	145.81	174.98	204.14	233.30
Return on Expenses Current Year:	3.09	3.09	3.09	3.09	3.09	3.09	3.09	3.09
Return on Expenses Prior Year:	0.00	3.09	6.18	9.27	12.36	15.46	18.55	21.64
Return on Plant Current Year:	41.07	38.27	35.47	32.67	29.87	27.08	24.28	21.48
Earnings Prior Year:	0.00	41.07	86.78	137.63	194.17	256.99	326.76	404.23
Compound Earnings from Prior Year:	0.00	4.35	9.20	14.59	20.58	27.24	34.64	42.85
Total Compounded Earnings:	41.07	86.78	137.63	194.17	256.99	326.76	404.23	490.19
Earnings Expansion Factor for Tax:	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23
Revenue Required to Fund Earnings:	50.53	106.78	169.36	238.93	316.23	402.09	497.41	603.19
Revenue Required to Fund Expenses:	29.16	58.33	87.49	116.65	145.81	174.98	204.14	233.30
Subtotal:	79.70	165.11	256.85	355.58	462.04	577.06	701.55	836.49
Divided by Factor Regulatory Assessment:	1	1	1	1	1	1	1	1
ERC Carrying Cost for 1 Year:	79.70	165.11	256.85	355.58	462.04	577.06	701.55	836.49

GARDEN GROVE WATER COMPANY
WASTEWATER TREATMENT FACILITY

Allowance for Funds Prudently Invested
Calculation of Carrying Cost Per ERC Per Month:

Polk County Utilities
Commission
Schedule A-1
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Preparer: Sheehen

	1992	1993	1994	1995	1996	1997	1998	1999
January	6.64	86.81	172.75	265.07	364.45	471.63	587.44	712.79
February	13.28	93.93	180.40	273.30	373.32	481.21	597.81	724.04
March	19.92	101.05	188.04	281.53	382.19	490.80	608.18	735.28
April	26.57	108.17	195.69	289.76	391.06	500.38	618.56	746.53
May	33.21	115.28	203.33	297.98	399.94	509.97	628.93	757.77
June	39.85	122.40	210.98	306.21	408.81	519.55	639.30	769.02
July	46.49	129.52	218.62	314.44	417.68	529.14	649.68	780.27
August	53.13	136.64	226.27	322.67	426.55	538.72	660.05	791.51
September	59.77	143.76	233.91	330.89	435.43	548.31	670.43	802.76
October	66.41	150.87	241.56	339.12	444.30	557.89	680.80	814.00
November	73.05	157.99	249.20	347.35	453.17	567.48	691.17	825.25
December	79.70	165.11	256.85	355.58	462.04	577.06	701.55	836.49

GARDEN GROVE WATER COMPANY
EFFLUENT DISPOSAL FACILITY

Polk County Utilities
Commission
Schedule A-1
Page 1 of 4
Preparer: Sheahan

Allowance for Funds Prudently Invested
Calculation of Carrying Costs for Each ERC

Information Needed

1. Cost of Qualifying Assets	\$	218,732
2. Capacity of Qualifying Assets		0 GPD
3. Number of Future Customers		437 ERC
4. Annual Depreciation Expense	\$	4,595
5. Rate of Return		10.60%
6. Weighted Cost of Equity		4.05%
7. Federal Income Tax Rate		34.00%
8. State Income Tax Rate		5.50%
9. Annual Property Tax	\$	1,628
10. Other Costs	\$	0
11. Depreciation Rate of Assets		0.00%
12. Test Year		1992

GARDEN GROVE WATER COMPANY
EFFLUENT DISPOSAL FACILITY

Polk County Utilities
Commission
Schedule A-1
Page 2 of 4
Preparer: Sheahan

Allowance for Funds Prudently Invested
Calculation of Carrying Costs for Each ERC:

Cost of Qualifying Assets:	\$ 218,732	Annual Depreciation Expense:	\$ 4,595
Divided By Future ERC:	437	Future ERC's:	437

Cost/ERC:	\$ 500.14	Annual Depr. Cost per ERC:	\$ 10.51
Multiply By Rate of Return:	10.60%		.....

Annual Return Per ERC:	\$ 53.01	Annual Property Tax Expense:	\$ 1,628
	.....	Future ERC's:	437
Annual Reduction in Return:	\$ 1.11		.....
(Annual Depreciation Expense	.....	Annual Prop. Tax per ERC:	\$ 3.72
per ERC Times Rate of Return)	.....		.....
		
Federal Tax Rate:	34.00%	Weighted Cost of Equity:	4.05%
Effective State Tax Rate:	3.63%	Divided by Rate of Return:	10.60%

Total Tax Rate:	37.63%	% of Equity in Return:	38.21%

		Other Costs:	\$ 0
Effective Tax on Return:	14.38%	Future ERC's:	437
(Equity % Times Tax Rate)	.....		.....
		Cost per ERC:	\$ 0.00
Provision For Tax:	23.05%		.....
(Tax on Return/(1-Total Tax Rate))	.....		.....

GARDEN GROVE WATER COMPANY
EFFLUENT DISPOSAL FACILITY

Polk County Utilities
Commission
Schedule A-1
Page 3 of 4
Preparer: Sheehan

Allowance for Funds Prudently Invested
Calculation of Carrying Cost Per ERC Per Year:

	1992	1993	1994	1995	1996	1997	1998	1999
Unfunded Other Costs:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unfunded Annual Depreciation:	10.51	10.51	10.51	10.51	10.51	10.51	10.51	10.51
Unfunded Property Tax:	3.72	3.72	3.72	3.72	3.72	3.72	3.72	3.72
Subtotal Unfunded Annual Expense:	14.23	14.23	14.23	14.23	14.23	14.23	14.23	14.23
Unfunded Expenses Prior Year:	0.00	14.23	28.46	42.69	56.92	71.15	85.37	99.60
Total Unfunded Expenses:	14.23	28.46	42.69	56.92	71.15	85.37	99.60	113.83
Return on Expenses Current Year:	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51
Return on Expenses Prior Year:	0.00	1.51	3.02	4.52	6.03	7.54	9.05	10.56
Return on Plant Current Year:	53.01	51.90	50.79	49.67	48.56	47.45	46.33	45.22
Earnings Prior Year:	0.00	53.01	112.04	177.72	250.76	331.93	422.11	522.23
Compound Earnings from Prior Year:	0.00	5.62	11.88	18.84	26.58	35.19	44.74	55.36
Total Compounded Earnings:	53.01	112.04	177.72	250.76	331.93	422.11	522.23	633.37
Earnings Expansion Factor for Tax:	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23
Revenue Required to Fund Earnings:	65.24	137.87	218.69	308.57	408.45	519.41	642.62	779.37
Revenue Required to Fund Expenses:	14.23	28.46	42.69	56.92	71.15	85.37	99.60	113.83
Subtotal:	79.46	166.33	261.38	365.48	479.60	604.79	742.22	893.20
Divided by Factor Regulatory Assessment:	1	1	1	1	1	1	1	1
ERC Carrying Cost for 1 Year:	79.46	166.33	261.38	365.48	479.60	604.79	742.22	893.20

GARDEN GROVE WATER COMPANY
EFFLUENT DISPOSAL FACILITY

Polk County Utilities
Commission
Schedule A-1
Page 4 of 4

Allowance for Funds Prudently Invested

Calculation of Carrying Cost Per ERC Per Month:

Preparer: Sheehen

	1992	1993	1994	1995	1996	1997	1998	1999
January	6.62	86.70	174.25	270.06	374.99	490.03	616.24	754.80
February	13.24	93.94	182.17	278.73	384.50	500.46	627.69	767.39
March	19.87	101.18	190.09	287.41	394.01	510.89	639.15	779.97
April	26.49	108.42	198.01	296.08	403.52	521.33	650.60	792.55
May	33.11	115.66	205.93	304.76	413.03	531.76	662.05	805.13
June	39.73	122.90	213.86	313.43	422.54	542.19	673.50	817.71
July	46.35	130.14	221.78	322.11	432.05	552.62	684.96	830.29
August	52.98	137.37	229.70	330.78	441.56	563.06	696.41	842.88
September	59.60	144.61	237.62	339.46	451.07	573.49	707.86	855.46
October	66.22	151.85	245.54	348.13	460.58	583.92	719.32	868.04
November	72.84	159.09	253.46	356.81	470.09	594.35	730.77	880.62
December	79.46	166.33	261.38	365.48	479.60	604.79	742.22	893.20

Attachment 6

UNIT FLOW VALUES AND SAMPLE ERC VALUE CALCULATIONS
FOR COMMERCIAL, INDUSTRIAL, AND PUBLIC FACILITIES DEVELOPMENT

UNIT FLOW VALUES AND SAMPLE ERC VALUE CALCULATIONS
FOR COMMERCIAL, INDUSTRIAL, AND PUBLIC FACILITIES DEVELOPMENT

<u>TYPE OF USE OR ESTABLISHMENT</u>	<u>AVERAGE DAILY WATER CONSUMPTION ESTIMATES (GPD-GALLONS PER DAY)</u>	
(1) Airports	5 20	/passenger & /employee/8hr shift
(2) Assembly Halls, Auditoriums and Movie Theatres		
(a) Without Food Service	3	/seat
(b) With Food Service	5	/seat
(3) Barber Shops	100	/chair
(4) Beauty Shops	270	/station
(5) Bowling Alleys		
(a) Without Food Service	75	/lane
(b) With Food Service	90	/lane
(6) Car Washes		
(a) Customer Stall type	1.5	/sq. ft.
(b) Automatic and Drive through	4.8	/sq. ft.
(7) Houses of Worship		
(a) Without Kitchen Facilities	3	/seat
(b) With Kitchen Facilities	5	/seat
(8) Clubs		
(a) Country or Golf	100	/member
(b) Swimming or Pool	15	/member
(c) Lodges and Fraternal Organizations	10	/member
(9) Cocktail Lounges	30	/seat
(10) Dental Offices	200	/set chair
(11) Department stores	0.22	/sq. ft.
(12) Detention Centers and Jails	100	/bed
(13) Dance Halls		
(a) Without Food Service	0.24	/sq. ft.
(b) With Food Service	0.29	/sq. ft.

7/10/92 - checked w/ PCW - values have not changed.

UNIT FLOW VALUES AND SAMPLE ERG VALUE CALCULATIONS
FOR COMMERCIAL, INDUSTRIAL, AND PUBLIC FACILITIES DEVELOPMENT

<u>TYPE OF USE OR ESTABLISHMENT</u>	<u>AVERAGE DAILY WATER CONSUMPTION ESTIMATES (GPD-GALLONS PER DAY)</u>	
(14) Factories and Industrial Facilities		
(a) Without Showers and Without Industrial Wastes	25	/shift/employee
(b) With Showers and Without Industrial Wastes	35	/shift/employee
(15) Hospitals	300	/bed
(16) Hotel/Hotels		
(a) Without Food Service and/or Meeting Facilities	100	/room
(b) With Food Service and/or Meeting Facilities	250	/room
(17) Institutions (resident)	100	/person
(18) Commercial Laundries	0.25	/sq. ft.
(19) Laundromats	400	/unit
(20) Light Industrial Use Without Industrial Wastes	15	/employee
(21) Nursing, Rest, And Boarding Homes	135	/bed
(22) Office Buildings		
(a) General Offices	0.24	/sq. ft.
(b) Medical Offices	0.60	/sq. ft.
(23) Parks		
(a) Without Toilets	5	/person
(b) With Toilets	10	/person
(24) Restaurants		
(a) Conventional	60	/seat
(b) Conventional - 24 Hours	100	/seat
(c) Fast Food	100	/seat

(CONTINUED)

UNIT FLOW VALUES AND SAMPLE ERC VALUE CALCULATIONS
FOR COMMERCIAL, INDUSTRIAL, AND PUBLIC FACILITIES DEVELOPMENT

<u>TYPE OF USE OR ESTABLISHMENT</u>	<u>AVERAGE DAILY WATER CONSUMPTION ESTIMATES</u> <u>(GPD-GALLONS PER DAY)</u>	
(25) Service, Filling, or Gas Stations	0.30	/sq. ft.
(26) Schools		
(a) Nursery, Kindergarten Elementary, and Junior High	15	/student
(b) Senior High	24	/student
(c) Boarding School	75	/student
(27) Stadiums, Frontons, Ballparks	3	/seat
(28) Supermarkets and Grocery Stores	0.15	/sq. ft. of total roofed area
(29) Theater, Dinner	24	/seat
(30) Warehouses		
(a) Without Water Closets	0.24	/sq. ft.
(b) With Water Closets		add 200 gpd/water closet
(31) A minimum of 1.0 ERC per unit will be assigned in the absence of actual water consumption data for commercial units; including:		
(a) Appliance Stores		
(b) Book Stores		
(c) Camera and Hobby Shops		
(d) Card Shops		
(e) Gift Shops		
(f) Hardware Stores		
(g) Jewelry Stores		
(h) Paint Stores		
(i) Record and Tape Stores		
(j) Clothing Stores		
(k) Travel Agencies		
(l) Similar Retail Establishments Not Listed		

(CONTINUED)

UNIT FLOW VALUES AND SAMPLE ERC VALUE CALCULATIONS
FOR COMMERCIAL, INDUSTRIAL, AND PUBLIC FACILITIES DEVELOPMENT

OTHER CRITERIA

- (A) Each commercial use, unit, or establishment shall have a minimum value of 1.0 ERC or 1.0 ERC per water meter, whichever is greater.
- (B) Where an applicant furnishes detailed water consumption and/or sewage flow records for an establishment not in conformance with any of the above, these records may be used in determining number of ERC's, at the sole option of Garden Grove Water Co. as detailed in the Polk County Utilities Code.
- (C) *12 seats, similar facility - see permit*
 If deemed necessary by Garden Grove Water Co., the estimated water and sewer demands and corresponding connection charges shall be redetermined based on actual usage when the development is at or very near full/maximum occupancy/use. If the redetermined use and ERC value is larger than originally computed, the additional connection charge will be collected from the user/developer. Garden Grove Water Co. shall have the right to redetermine the connection charges and require the customer to pay any additional charges.
- (D) Where a commercial usage changes so as to increase the water and/or sewer demand (for example, from a shoe store to a coin laundry), the additional water and sewer demand and corresponding ERC value and connection charges shall be computed by Garden Grove Water Co. and paid by the user prior to the County issuing building permit.
- (E) Matters of interpretation and definition shall rest with Garden Grove Water Co.

SAMPLE ERC VALUE CALCULATIONS

(1) Assume a Fast Food Restaurant With 50 Seats.

- A) Determine Unit Flow Values: Refer to item 24(c) to ascertain flow value.
- B) Determine Water Demand: 50 Seats X 100 gpd/seat = 5,000 gpd
- C) Determine ERC Values: Calculate all ERC values to the nearest one-hundredth (0.01) ERC.

Water ERC's
 $5,000 \text{ gpd} / 360 \text{ gpd/water ERC} = 13.89 \text{ Water ERC's}$

Sewer ERC's
 $5,000 \text{ gpd} / 270 \text{ gpd/sewer ERC} = 18.52 \text{ Sewer ERC's}$

Attachment 7

Proposed Water Tariff Sheet 17.1
Corrected Proposed Water Tariff Sheet 17.0
Corrected Proposed Wastewater Tariff Sheet 16.0

GARDEN GROVE WATER COMPANY, INC.
 WATER AND SEWER CONNECTION FEES
 EFFECTIVE JUNE 1, 1990

JOHN G. WOOD, JR.
 ISSUING OFFICER
 VICE PRESIDENT
 TITLE

TYPE OF RESIDENCE	WATER			SEWER		
	ERC VALUE PER UNIT	USAGE PER UNIT (GPD)	CONNECTION CHARGE	ERC VALUE PER UNIT	USAGE PER UNIT (gpd)	CONNECTION CHARGE
SINGLE FAMILY DETACHED UNITS ON LOTS OF 1.0 ACRE OR LESS	1.00	360	\$510	1.00	270	\$2,050
SINGLE FAMILY DETACHED UNITS ON LOTS OF MORE THAN 1.0 USABLE ACRE	1.50	540	\$765	1.00	270	\$2,050
MULTIFAMILY UNITS INCLUDING APARTMENTS, CONDOS, DUPLEXES, TRIPLEXES, ETC.	0.55	198	\$281	0.67	180	\$1,374
MOBILE HOMES ON LOTS OF LESS THAN 6,000 SQ. FT.	0.60	215	\$306	0.67	180	\$1,374
MOBILE HOMES ON LOTS OF 6,000 SQ. FT. OR MORE	1.00	360	\$510	1.00	270	\$2,050
PARK MODEL RV'S	0.55	198	\$281	0.55	149	\$1,128
DESTINATION RV'S (B)	0.55	198	\$281	0.67	180	\$1,374
ALL OTHER RV'S INCLUDING TRANSIENT RV'S	0.55	198	\$281	1.00	270	\$2,050

NOTE:

- (A) A Destination RV must be: (1) Sited on a lot owned in fee simple by the user; (2) Sited in a park that is a platted subdivision; (3) Sited on a lot 3,000 SF or larger; and (4) Sited in a park that does not have a dump station, or undivided interest lot sales, or time share lot sales. This category of user is subject to inspection by Garden Grove Water Co. to ensure that Destination RV'S are not Transient RV'S. Destination RV lots used by Transient RV'S will be subject to a 1.0 ERC sewer connection charge.

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.
 WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE
 AVAIL. POLICY
 SHEET NO./RULE NO.

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.
<u>Back-Flow Preventor Installation Fee</u>	\$ 150.00	
5/8" x 3/4"	\$ 170.00	
1"	\$ 270.00	
1 1/2"	\$ 375.00	
2"	Actual Cost [1]	
Over 2"		
<u>Customer Connection (Tap-In) Charge</u>	\$ 510.00	24.0/4.0
5/8" x 3/4" metered service ..(360 GPD)	\$ 765.00	24.0/4.0
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	Actual Cost [1]	
Over 2" metered service		
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:	\$	
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:	\$	
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	Actual Cost [1]	
<u>Inspection Fee</u>	\$	
<u>Main Extension Charge</u>	\$	
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$ Actual Cost	
or	\$ Actual Cost	
Residential-per lot (__ foot frontage).....		
All others-per front foot		
<u>Meter Installation Fee</u>	\$ 100.00	24.0/4.0
5/8" x 3/4"	\$ 150.00	24.0/4.0
1"	\$ 150.00	24.0/4.0
1 1/2"	\$ 200.00	24.0/4.0
2"	Actual Cost [1]	
Over 2"	Actual Cost [1]	
<u>Plan Review Charge</u>		
<u>Plant Capacity Charge</u>	\$	
Residential-per ERC (__ GPD).....	\$	
All others-per gallon		
<u>System Capacity Charge</u>	\$	
Residential-per ERC (__ GPD).....	\$	
All others-per gallon		

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

EFFECTIVE DATE - MAY 14, 1996
TYPE OF FILING - GRANDFATHER CERTIFICATE

JOHN G. WOOD, JR.
 ISSUING OFFICER
VICE PRESIDENT
 TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE</u>	
	<u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service ... (270 GPD.)	\$2050.00	22.0/4.0
1" metered service	\$Original Sheet	No. 16.1
1 1/2" metered service	\$Original Sheet	No. 16.1
2" metered service	\$Original Sheet	No. 16.1
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___) GPD.....	\$	
All others-per gallon/month.....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___) GPD.....	\$	
All others-per gallon/month.....	\$	
Inspection Fee	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (___) GPD.....	\$	
All others-per gallon	\$	
or		
Residential-per lot (___) foot frontage.....	\$ Actual Cost [1]	
All others-per front foot	\$ Actual Cost [1]	
Plan Review Charge	Actual Cost [1]	
Allowance For Funds Prudently Invested	\$Original Sheet	22.0/4.0-16.9
Plant Capacity Charge		
Residential-per ERC (___) GPD.....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___) GPD.....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - MAY 14, 1996
TYPE OF FILING - GRANDFATHER CERTIFICATE

JOHN G. WOOD, JR.
 ISSUING OFFICER

VICE PRESIDENT
 TITLE