

GATLIN, WOODS & CARLSON
Attorneys at Law
a partnership including a professional association

The Mahan Station
1709-D Mahan Drive
Tallahassee, Florida 32308

B. KENNETH GATLIN, P.A.
THOMAS F. WOODS
JOHN D. CARLSON
WAYNE L. SCHIEFELBEIN

TELEPHONE (904) 877-7191
TELECOPIER (904) 877-9031

October 29, 1996

HAND DELIVERY

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

961299 - KIS

RE: Application for Grandfather Certificates to
Provide Water and Wastewater Service in
Polk County by Garden Grove Water Company, Inc.

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

Initials of person who forwarded check.
A.S.

Dear Ms. Bayo:

On behalf of Garden Grove Water Company, Inc., enclosed herewith for filing are the following:

1. the original and five copies of its Application for Grandfather Certificates, with Exhibits;
2. one copy of the territory map (three pieces);
3. original and two copies of its proposed water tariffs;
4. original and two copies of its proposed wastewater tariffs;
5. Check No. 16315 in the amount of \$4,000 as payment of the application filing fee (\$2,250 for water, \$1,750 for wastewater.)

Please open a docket for processing this application.

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

Sincerely,

Wayne L. Schiefelbein

Wayne L. Schiefelbein

WLS/met
Enclosures

DOCUMENT NUMBER - DATE

11483 OCT 29 96

FPSC-RECORDS/REPORTING

APPLICATION FOR GRANDFATHER CERTIFICATE

(Pursuant to Section 367.171, Florida Statutes)

To: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

961299-WLS

The undersigned hereby makes application for original certificate(s) to operate a water x and/~~or~~ wastewater x utility in POLK County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Garden Grove Water Company, Inc.
Name of utility

(941) 324-4319
Phone No.

(941) 325-8802
Fax No.

3601 Cypress Gardens Road
Office street address

Winter Haven
City

FL
State

33884

Zip Code

Same
Mailing address if different from street address

N/A
Internet address if applicable

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

John G. Wood, Jr. Vice President
Name

(941) 324-9663
Phone No.

3601 Cypress Gardens Road
Street address

Winter Haven
City

FL
State

33884

Zip Code

C) Indicate the organizational character of the applicant:
(circle one)

Corporation

Partnership

Sole Proprietorship

Other _____

(Specify)

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

See Attached

E) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization.
(Use additional sheet if necessary.)

N/A

PART II

SYSTEM INFORMATION

A) **WATER**

(1) Exhibit II.A.1 - A statement describing the proposed type(s) of water service to be provided (i.e. potable, non-potable or both).

(2) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

See Exhibit II.A.2

- (3) Exhibit II.A.3 - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

System PWS Identification Number 6532533, 1965

- (5) Indicate when the water utility system was established. 1965
- (6) Exhibit II.A.6 - Evidence that the utility owns the land where the water treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

B) WASTEWATER

- (1) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

See Exhibit II.B.1

- (2) Exhibit II.B-2 - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

DEP Operating Permit No. DO53-204513, Issued 12/28/94

DEP Construction Permit No. DC53-204515, Issued 1/17/95

- (4) Indicate when the wastewater utility system was established. 1970
- (5) Exhibit II.B.5 - Evidence that the utility owns the land where the wastewater treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

PART III RATES AND TARIFFS

- A) Exhibit III.A - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit III.B.1/III.B.2 The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. **Sample tariffs are enclosed with the application package.**

PART IV TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit IV-A - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit IV-B - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) SYSTEM MAPS

Exhibit IV-C1, IV-C2 One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. **Any requested territory not served at the time of application shall be specifically identified.** Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

PART V

FILING FEE

Indicate the filing fee enclosed with the application:

\$ 2,250.00 (for water) and ~~or~~ \$1,750.00 (for wastewater).

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

- (1) For applications in which the utility has the capacity to serve up to 100 ERC's, the filing fee shall be \$100.
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be \$200.
- (3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be \$500.
- (4) For applications in which the utility has the capacity to serve 501 to 2,000 ERC's the filing fee shall be \$1,000.
- (5) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERC's the filing fee shall be \$1,750.
- (6) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be \$2,250.

PART VI AFFIDAVIT

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

BY:

John G. Wood, Jr.
Applicant's Signature

John G. Wood, Jr.
Applicant's Name (Typed)

Vice President
Applicant's Title *

Subscribed and sworn to before me this 14th
of October 1996.



KATHERINE MORSE
MY COMMISSION # 00398801 EXPIRES
August 1, 1998
BONDED THRU TROY FARM INSURANCE, INC.

Katherine Morse
Notary Public

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

Garden Grove Water Company, Inc.
Application For Grandfather Certificate

PART I APPLICATION INFORMATION

D.) If applicant is a corporation, list names, titles and addresses of corporate officers and directors.

- 1.) John G. Wood, President
3601 Cypress Gardens Road
Winter Haven, Florida 33884
- 2.) John G. Wood, Jr., Vice President
3601 Cypress Gardens Road
Winter Haven, Florida 33884
- 3.) Thomas H. Wood, Secretary/Treasurer
3601 Cypress Gardens Road
Winter Haven, Florida 33884
- 4.) Mark S. Kluytenaar, Vice President/Operations
3601 Cypress Gardens Road
Winter Haven, Florida 33884

GARDEN GROVE WATER COMPANY, INC.
APPLICATION FOR GRANDFATHER CERTIFICATE

Exhibit II.A.1

Garden Grove water Company, Inc. provides water service for human consumption, domestic usage, irrigation, and fire protection. Water service is provided from ten public supply wells located at seven water plants. The seven water plants all pump water into a common distribution system.

Updated as of
9/30/96

SERVICE LOCATION BY TYPE - GGW
SUBDIVISION TYPE OF SERVICE

SUBDIVISION	TYPE OF SERVICE		
1-02	Lk Daisy Meadows	WS 85 Single Family	
1-04	Bridgewater	WS 247 Single Family	
	Eloise Pointe	WS 2 Irrigation - Common Area	
	Winterset Park	WS	
1-08	Lk Daisy Estates	WS 52 Single Family	
1-42	Garden Grove South	WS 233 Single Family	
		3 Free Standing Retail Outlets	
		7 Townhouses	
1-44	Cypress Grove	WS 127 Single Family	
		7 Attached Apartments	
		1 Apartment Complex	
		1 Irrigation - Common Area	
		1 Church	
1-46	Garden Grove South	WS 176 Single Family	
		Lake Fox	WS 1 Public School
		Lake Daisywood	WS 52 Duplex Apartments
			3 Irrigation - Common Area
1-51	Eloise Woods	W 153 Single Family	
		2 Free Standing Retail Outlets	
		2 Motels	
		4 Churches	
		1 Free Standing Restaurant	
1-53	Eloise Woods	W 123 Single Family	
		1 Hotel	
		1 Fire Hydrant	
		1 Retail Outlet - Shopping Ctr	
		4 Free Standing Commer Bldg	
		1 Free Standing Restaurant	
		10 Irrigation - Common Area	
		1 Apartment Complex	
1 Free Standing Dept Store			
1-54	Eloise Woods	W 173 Single Family	
		Montego Place	W 1 Quadruplex
			5 Motels
		1 Free Standing Restaurant	

SERVICE LOCATION BY TYPE

SUBDIVISION TYPE OF SERVICE

2-05	Cypress Pointe	W	184 Single Family
	Harbors	WS	2 Mobile Home Parks
	Cedar Cove	W	4 Irrigation - Common Area
	Little Lake Estates	W	
	Eloise Loop Estates	W	
	Montego Place	W	
2-06	Lk Eloise Place	W	90 Single Family
	Skidmore	W	4 Irrigation - Common Area
	Wyndham	WS	1 Guard House
2-07	Berryhill	WS	50 Single Family 1 Irrigation - Common Area
2-09	Lk. Bess Country Club	W	22 Single Family
2-41	Summer Haven Shores	W	83 Single Family
2-45	Foxhaven	W	168 Mobile Home Units 1 Clubhouse 2 Irrigation - Common Area
2-47	Lake Fox	WS	108 Single Family
	Haven Grove Manor	W	76 Mobile Home Units
	Crystal's Landing	WS	1 Mobile Home Park 1 Irrigation - Common Area 3 Irrigation - Commercial 3 Free Standing Commer Bldg 2 RV Parks 2 Apartment Complexes
2-50	Eloise Wood	W	121 Single Family
	Lake Florence Point	W	7 Free Standing Commer Bldg
	Gardenview	WS	1 Blow-Off 2 Irrigation - Commercial 1 Retail Outlet-Shopping Ctr 1 Office Complex
2-52	Garden Grove	WS	131 Single Family 13 Retail Outlet - Free Standing 4 Irrigation - Commercial 2 Retail Outlet-Shopping Ctr
2-55	Lakewood	W	123 Single Family

SERVICE LOCATION BY TYPE

<u>SUBDIVISION</u>	<u>TYPE OF SERVICE</u>	
3-03	Garden Grove Oaks	WS 195 Mobile Home Units 5 Irrigation - Common Area 1 Clubhouse
3-20	Lk Dexter Moorings	WS 51 Single Family 2 Irrigation - Common Area 1 Clubhouse
3-21	Winterset Morningside at Winterset	WS 142 Condominium Apartments WS 1 Single Family 7 Patio Homes 2 Free Standing Commer Bldg 2 Irrigation - Common Area
3-22	Winterset	WS 88 Condominium Apartments
3-23	Winterset	WS 6 Patio Homes
3-31	Harbours	WS 112 Single Family
3-32	Garden Grove East	W 191 Single Family 1 Mobile Home Park 7 Free Standing Commer Bldg
3-33	Garden Grove East	W 114 Single Family 1 Retail Store Shopping Ctr 9 Apts 3 Irrigation - Common Area
3-34	Lk Dexter Woods	WS 148 Single Family 1 Clubhouse 3 Irrigation - Common Area 6 Free Standing Commer Bldg 1 Retail Outlet Shopping Ctr 1 Warehouse Complex
3-43	Cypress Landings	WS 184 Single Family 1 Clubhouse
3-48	Planters Walk	WS 154 Single Family 1 Irrigation - Common Area
3-57	Valencia Woods	W 143 Single Family
3-58	Valencia Woods	W 88 Single Family

SERVICE LOCATION BY TYPE

<u>SUBDIVISION</u>	<u>TYPE OF SERVICE</u>	
4-13	Hartmark Estates Lake Mariah Hills	W 108 Single Family W 3 Irrigation - Common Area
4-35	Garden Grove Pines	WS 168 Single Family
4-36	Cypresswood Executive Road	WS 209 Single Family W 1 RV Park 1 Clubhouse 15 Warehouses 2 Mobile Home Parks 6 Free Standing Commer Bldg 15 Irrigation - Common Area
4-37	Cypresswood	WS 221 Single Family 10 Irrigation - Common Area
4-38	Cypresswood Golf Villas	WS 80 Villas WS 25 Irrigation - Common Area 1 Tennis Shop
4-39	Cypresswood Plantations	WS 124 Single Family WS 9 Irrigation - Common Area 1 Sewer Plant
4-40	Cypresswood Golf Villas Enclave	WS 112 Villas WS 24 Irrigation - Common Area WS
4-49	Overlook Estates	W 108 Single Family 2 Irrigation - Common Area
4-56	Valencia Woods	W 163 Single Family
4-59	Valencia Woods	W 129 Single Family 5 Free Standing Commer Bldgs 2 Irrigation - Commercial
4-60	Valencia Woods	57 Single Family 1 Irrigation - Common Area

GARDEN GROVE WATER COMPANY, INC.
APPLICATION FOR GRANDFATHER CERTIFICATE

EXHIBIT II-A-3
TOTAL CUSTOMERS BY CLASS & METER SIZE

WATER:

RESIDENTIAL:

	5026
5/8"	604
1"	16
1 1/2"	13
2"	<u>5659</u>
TOTAL	

COMMERICAL:

	175
5/8"	120
1"	16
1 1/2"	24
2"	2
3"	5
4"	2
6"	3
8"	<u>347</u>
TOTAL	

TOTAL WATER CUSTOMERS

6006

WATER:

The total projected number of customers who will be served when the service territory is fully occupied is approximately 24,411.

Garden Grove Water Company, Inc.
Application For Grandfather Certificate
EXHIBIT II-A-6

PART II SYSTEM INFORMATION

A) WATER

(6.) Evidence that the utility owns the land where the water treatment facilities are located.

- a) Exhibit II-A-6-a
 Eloisewood Water Plant Deed
- b) Exhibit II-a-6-b
 Garden Grove East Water Plant Deed
- c) Exhibit II-A-6-c
 Summerhaven Shores Water Plant Deed
- d) Exhibit II-A-6-d
 Winterset Water Plant Deed
- e) Exhibit II-A-6-e
 Winterset Gardens Water Plant Deed
- f) Exhibit II-A-6-f
 Cypresswood Water Plant Deed
- g) Exhibit II-A-6-g
 Callen Water Well Lease Agreement

This Quit-Claim Deed. Executed this 28th day of December 1976 . by

JOHN H. CROW and SARA C. CROW, his wife
first party, to

GARDEN GROVE WATER COMPANY

whose postoffice address is

100 Citrus Drive, S.E., Winter Haven, Florida 33880
second party:

Whereas said Deed between the terms "first party" and "second party" shall include singular and plural forms, their representatives and assigns of individuals and the successors and assigns of corporations wherever the context so admits or requires.

33

That the said first party for and in consideration of the sum of \$10.00
in hand paid by the said second party the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim unto the said second party forever all the right title interest claim and demand which the said first party has in and to the following described lot piece or parcel of land situate being and being in the County of Polk State of Florida to wit

Lot 559 of Eloise Woods, East Lake Marian Unit, as recorded in Plat Book 19, pages 32 and 32A.



77 APR 20 11:47

To Have and to Hold the same together with all and singular the appurtenances thereto in behoofing or in anywise appertaining and all the estate right title interest term equity and claim what soever of the said first party either in law or equity to the only proper use benefit and behoof of the said second party forever

In Witness Whereof, The said first party has caused and caused these presents the day and year first above written

Signed, sealed and delivered in presence of

John H. Crow
John H. Crow
Sara C. Crow
Sara C. Crow

Scraggins, Sherris, Bawn & Chilton
Attorneys at Law, P. O. Box 2296,
Winter Haven, Florida 33880

John H. Crow and Sara C. Crow, his wife

they

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of January A.D. 1976

Barbara K. ...

This instrument prepared by Betty C. Karash
Address JOHN G. WOOD & ASSOCIATES, INC
407 EAST CENTRAL AVE
WINTER HAVEN, FLORIDA

FILED, RECORDED AND
RECORD VERIFIED
E.D. BIRD DIXON, JR. CLERK
POLK COUNTY, FLA.
909144 BY YKA

L

EXHIBIT II-A-6-b

RECORDED 239633

INDEXED 338

RE. 966 REC 338

Warranty Deed

This Indenture, Made the 15th day of September . A.D. 1965 .

Between JOHN G. WOOD AND ASSOCIATES, INC. , a corporation
existing under the laws of the State of Florida , having its principal place of
business in the County of Polk and State of Florida
and lawfully authorized to transact business in the State of Florida, party of the first part, and

GARDEN GROVE WATER COMPANY, INC., a Florida corporation,

of the County of Polk and State of Florida
whose mailing address is 409 E. Central Ave., Winter Haven,
part 2 of the second part of this deed;

That the said party of the first part, for and in consideration of the sum of _____ Dollars
Ten and other valuable considerations in _____ Dollars
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted,
bargained and sold to the said party of the second part, its heirs and assigns forever, the following described
land situate, lying and being in the County of Polk and State of Florida, to-wit:

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 the
SW 1/4 of Section 30, Township 28 South, Range 28 East,
Polk County, Florida.

Subject to taxes for 1965 and subsequent years.



And the said party of the first part does hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first
part has caused these presents to be signed in its name by
its proper officers, and its corporate seal to be affixed, attest-
ed by its secretary, the day and year above written.

Attest: John G. Wood
Secretary JOHN G. WOOD AND ASSOCIATES, INC.

Signed, sealed and delivered in presence of us:
John G. Wood
John G. Wood
John G. Wood

85 SEP 24 AM 11:51

RE. 966 no. 339

State of Florida,
County of POLK

I Herby Certify that on the 15th day of September
A. D. 19 65, before me personally appeared JOHN G. WOOD President and Secretary respectively of
and ELLA D. WOOD a corporation under the laws of
JOHN G. WOOD AND ASSOCIATES, INC. the State of Florida
to me known to be the persons who signed the foregoing
instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such
officers for the use and purpose therein mentioned and that they affixed thereto the official seal of said corpora-
tion, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Winter Haven
and State of Florida
in the County of Polk
the day and year last aforesaid
My commission expires

5/28/68

[Signature]
Notary Public, State of Florida



WARRANT DEED
 (FROM CORPORATION)
 TO
 Date
 ABSTRACT OF DESCRIPTION

[Handwritten notes:]
 Let to:
 The Polk County
 Sheriff's Office
 D.M. H.

FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLERK
POLK COUNTY, FLA.
By RP D.C.

239633

EXHIBIT II-A-6-C

1912 101 617
FLORIDA STATUTE BOOK
Made for Sale by, Publishers, Statute Co.

FORM 502 FLORIDA Statute Book (Rev. 1-28-34)

271223

This Indenture,

Made this 25th day of APRIL, A. D. 1946

Between **FEDERAL LAND & IMPROVEMENT CORPORATION**,
a corporation existing under the laws of the State of **FLORIDA**,
having its principal place of business in the County of **BROWARD**,
State of **FLORIDA**, party of the first part, and
GARDEN GROVE WATER COMPANY, INC., a Florida corporation,
whose mailing address is: 489 E. Central Ave., Winter Haven
and State of **FLORIDA**
of the County of **FOLK**
party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of
the sum of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS**, which
is in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, has granted, bargained, and sold to the said party of the second part
forever, the following described land, situate, lying and being in the County of
FOLK, State of Florida, to wit:

Lot 74 of **SUNNER HAVEN SHORES**, according to map or
plat thereof recorded in the Office of the Clerk
of the Circuit Court in and for **Folk County, Florida**,
in Plat Book 43, Page 46.

TOGETHER with all rights of the Greater in the pump, motor, well,
equipment, personal property, easements, right-of-way, real property,
and chattels used, utilized, owned, operated and maintained in the
supply and distribution of water to the inhabitants of that subdivision
located in **Folk County, Florida**, and known as **SUNNER HAVEN SHORES**.

And the said party of the first part does hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has
caused these presents to be signed in its name by its President,
and the same to be attested, as follows:

(Corporate Seal)

RECORDED AND
INDEXED
PAUL VAUGHN, CR OR CI
FOLK COUNTY, FLA.
By [Signature] DA.

the day and year above written.
**FEDERAL LAND & IMPROVEMENT
CORPORATION**
By [Signature]
C. F. Labarbera, President.

Signed, Sealed and Delivered in our Presence

[Signature]
[Signature]
State of Florida,

STATE OF FLORIDA
COUNTY OF FOLK
APR 25 1946

County of **FOLK**
I HEREBY CERTIFY, That on this 25th day of April, A. D. 1946
before me personally appeared **C. F. LABARBERA**,
President and

Secretary of **FEDERAL LAND & IMPROVEMENT CORPORATION**, a corporation
under the laws of the State of **FLORIDA**, to me known to be the
persons described in and who executed the foregoing conveyance to
GARDEN GROVE WATER COMPANY, INC., a Florida corporation,

and generally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

WITNESS my signature and official seal at **Winter Haven**,
in the County of **Folk** and State of Florida, the day and
year last aforesaid.

[Signature]
Notary Public
My Commission Expires [Date]

Enter 271223 in the State of Florida at 7:53
My Commission Expires 7:53
271223

WARRANTY DEED
(FROM CORPORATION)

POLK OFF. REC. PAGE

RAMCO FORM 33

This Warranty Deed Made and executed the 1st day of March A. D. 1986 by
JOHN G. WOOD & ASSOCIATES, INC.

a corporation existing under the laws of Florida and having its principal place of
business at 409 E. Central Avenue, Winter Haven, Fl. 33880
hereinafter called the grantor, to

GARDEN GROVE WATER COMPANY, INC.
whose postoffice address is 3601 CYPRESS GARDENS RD.
Winter Haven, Fl. 33880

hereinafter called the grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Polk
County, Florida, viz:

The North 443.25 feet of the West 1/2 of the West 1/2 of the Southwest
quarter of the Northeast quarter of Section 12, Township 29 South,
Range 26 East, Polk County, Florida.

Documentary Tax Pd. \$ 375.00
Intangible Tax Pd.
E. D. "Bud" Dixon, Clerk, Polk County
By: CA Deputy Clerk

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

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

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances except for taxes accruing subsequent to
December 31, 1985.

FILED, RECORDED AND
RECORD VERIFIED
E.D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY JGW D.G.

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

ATTEST *ELLA WOOD* Secretary JOHN G. WOOD & ASSOCIATES, INC.

Signed, sealed and delivered in the presence of:
Lidia Gerlach
John D. Wood By *John G. Wood* President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared

JOHN G. WOOD and ELLA WOOD
well known to me to be the President and Secretary respectively of the corporation named as grantor
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of March 1986

Sarah
NOTARY PUBLIC

This Instrument prepared by: John G. Wood, Jr.
Address 2940 S. Tamiami Trail
Sarasota, Fl. 33579

Notary Public, State of Florida at Large
My Commission Expires Nov. 4, 1989.
Bonded thru Notary Public Underwriters.

1986 MAR 25 AM 10:37

026868

375.00

REPT 3.15
REPT 3.1 37
REPT 3.1 37
REPT 3.1 37
REPT 3.1 37
REPT 3.1 37
REPT 3.1 37
REPT 3.1 37
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REPT 3.1 37

6501CEA

STATE OF FLORIDA
NOTARY PUBLIC
MARCH 1986

This instrument prepared by:
Barry W. Bennett of
STANLEY, WINES, BENNETT,
MURPHY, SPANJERS & HELMS, P.A.
Attorneys at Law
P. O. Box 860
Winter Haven, Florida 33882

RECORDER'S MEMO: Grantor's last name Carrerou legible before
Cashier's validation.

DEPT 115 9.00
DEPT 291 1.50
DEPT 251 758.10
OSWALD CARREROU, a
single man, whose post office address is
P.O. Box 334, Winter Haven, Florida 33882
04/06/94 8717ARIM

WARRANTY DEED

THIS INDENTURE, made this 30th day of March, 1994, between OSWALD CARREROU, a
married man, Grantor, and GARDEN GROVE WATER COMPANY, INC., whose post office address is
is 3601 Cypress Garden Road, Winter Haven, Florida 33884, Grantee, 04/06/94 8717ARIM

WITNESSETH, that said grantor, for and in consideration of the sum of Ten Dollars, and
other good and valuable considerations to said grantor in hand paid by said grantee, the receipt
whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's
heirs and assigns forever, the following described land, situate, lying and being in Polk County,
Florida, to-wit:

That part of Government Lot 2 in Section 14, Township 29 South, Range 26
East, Polk County, Florida, described as follows: Begin at the intersection of
the North line of the South 1246 feet of said Government Lot 2 with the
Northerly right of way line of Eloise-Waverly Road (County Road S-540-A)
according to maintained right of way map thereof in Road Plat Book 1, Pages
44-54, Public Records of Polk County, Florida; thence along said North line of
the South 1246 feet of Government Lot 2 North 89°20'23" East a distance of
655.42 feet to the Westerly boundary of Winterset Gardens First Addition,
according to plat thereof recorded in Plat Book 44, Page 14, Public Records
of Polk County, Florida; thence along said Westerly boundary South
00°45'59" East a distance of 173.64 feet; thence continue along said Westerly
boundary South 36°19'02" East a distance of 190.33 feet; thence South
60°44'23" West a distance of 409.79 feet to a point on the aforesaid Northerly
right of way line of Eloise-Waverly Road; thence along said Northerly right of
way line the following two (2) courses: (1) North 38°34'22" West a distance of
375.60 feet; (2) thence North 38°19'42" West a distance of 288.19 feet to the
Point of Beginning.

_____ : 12026 000000-012020

N.B.: This is not now and never has been the Homestead property of Grantor.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements
imposed by governmental authority; (b) taxes for 1994 and subsequent years; and (c) restrictions,
easements and rights-of-way of record.

Grantor does hereby fully warrant the title to said land, and will defend the same against the
lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and
year first above written.

Signed, sealed & delivered
in our presence:

Barry W. Bennett
First Witness (Signature)
Barry W. Bennett
Name of First Witness (type or print)

OSWALD CARREROU (SEAL)
P. O. Box 334
Winter Haven, Florida 33882

Micha Phipps
Second Witness (Signature)
Micha Phipps
Name of Second Witness (type or print)

Documentary Tax Pd. \$ 758.10
Intangible Tax Pd. \$ _____
E.D. "Bud" Dixon, Clerk, Polk Co.
By: [Signature] Deputy Clerk

RECEIVED APR 18 1994

95:CIH: 5-207 76

015493

75810

3371 0670
POLK OFF. REC. PAGE

400
1.42
10.00
1.00

(Re: Deed from Carrerou to Garden Grove Water Co.)

3371 0671
POLK OFF. REC. PAGE

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 30th day of March, 1994, by
OSWALD CARREROU, who is personally known to me.

Micha Lynn Phipps

NOTARY PUBLIC

Micha Lynn Phipps

Name of Notary (type or print)

My Commission Expires: 9/21/97

Commission no.:

(NOTARY SEAL)



FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Ch. Cl. CL.
POLK COUNTY, FLA.
BY *ED* 06

Name: JOHN G. WOOD, JR., ATTORNEY AT LAW
3601 Cypress Gardens Road, Suite A
Address: Winter Haven, Florida 33884

EXHIBIT II-A-6-f

This instrument Prepared by:

JOHN G. WOOD, JR., ATTORNEY AT LAW
Address: 3601 Cypress Gardens Road, Suite A
Winter Haven, Florida 33884

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #(s): 312827-000000-012010

THIS QUIT CLAIM DEED IS GIVEN TO CORRECT THE LEGAL DESCRIPTIONS OF THE PROPERTY CONVEYED BY DEEDS RECORDED IN O.R. BOOK 1961, PAGE 940 AND O.R. BOOK 1726, PAGE 109 BOTH OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

E. D. "Bud" DIXON, CLERK OF COURT	
10/19/93	14:36 456
115	07519
291	07520
251	07521
TOTAL	
CH#(X#)	002692
	\$5.00
	\$1.00
	\$0.70
	\$6.70
	\$6.70

Documentary Tax Pd. \$.70
Intangible Tax Pd. \$.00
E. D. "Bud" Dixon, Clerk, Polk Co.
By: [Signature] Deputy Clerk

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this 8th. day of October, A.D. 1993, by JOHN G. WOOD, A SINGLE PERSON AND JOHN G. WOOD & ASSOCIATES, INC., A FLORIDA CORP. first party, to GARDEN GROVE WATER COMPANY, INC. A FLORIDA CORPORATION

whose post office address is 3601 Cypress Gardens Rd., Winter Haven, Florida 33884

second party:

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, to-wit:

Commence at the Southeast corner of said Northeast 1/4 of said Section 31, Township 28 South, Range 27 East, Polk County, Florida and run N 01°04'23" W, along the East boundary of said Northeast 1/4, 622.64 feet to the Point of Beginning; thence continue N 01°04'23"W, along said East boundary, 105.00 feet; thence S 88°55'37" W, 173.52 feet to a point on the Easterly right-of-way line of Cypresswood Boulevard; thence S 24°58'30" E, along said Easterly right-of-way line, 13.68 feet to the beginning of a curve concaved Westerly, having a radius of 1915.28 feet, a chord distance of 100.05 feet and a chord bearing of S 23°28'42" E; thence Southeasterly along the arc of said curve, thru a central angle of 02°59'36", an arc distance of 100.06 feet to the end of said curve; thence N 88°55'37" E, 129.85 feet to the Point of Beginning, Subject to an easement for utilities over the East 25.00 feet thereof.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:
[Signature]
Witness Signature (as to first Grantor)
Deborah W. Hayes
Printed Name
[Signature]
Witness Signature (as to first Grantor)
Ann Moyer
Printed Name
[Signature]
Witness Signature (as to Co-Grantor, if any)
Deborah W. Hayes
Printed Name
[Signature]
Witness Signature (as to Co-Grantor, if any)
Ann Moyer
Printed Name

[Signature]
Grantor Signature
JOHN G. WOOD, INDIVIDUALLY
Printed Name
3601 Cypress Gardens Road, Winter Haven, FL
Post Office Address
JOHN G. WOOD & ASSOCIATES, INC.
BY: [Signature]
Co-Grantor Signature, if any
JOHN G. WOOD, PRESIDENT
Printed Name
3601 Cypress Gardens Road, Winter Haven, FL
Post Office Address

STATE OF FLORIDA)
COUNTY OF POLK)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

JOHN G. WOOD, INDIVIDUALLY AND AS PRESIDENT OF JOHN G. WOOD & ASSOCIATES, INC.

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: WHO IS PERSONALLY KNOWN TO ME and that an oath (was/has not) taken.

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this 8th day of October, A.D. 1993.

DEBORAH W. HAYES
MY COMMISSION # CC290140 EXPIRES
June 30, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Signature
DEBORAH W. HAYES
Printed Notary Signature

FILED, RECORDED, AND RECORD VERIFIED
E. D. "Bud" DIXON, CLK. CL. CL.
POLK COUNTY, FLA.
BY [Signature] D.G.

2

1993 OCT 19 PM 2:45

126260

[Handwritten marks]

POLK OFF. REC. 3298 1467

EXHIBIT II-A-6-8



GARDEN GROVE WATER CO., INC.

1901 CYPRESS GARDENS ROAD WINTER HAVEN, FLORIDA 33884 PHONE 374 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

EXHIBIT II-A-6-g

LEASE OF WATER WELL

cc R
THIS LEASE, Made and executed in duplicate, this 30th day of September, A.D., 1985, by and between ROBINSON CALLEN and CHARLOTTE CALLEN, hereinafter referred to as "Lessor," and GARDEN GROVE WATER COMPANY, INC., a Florida Corporation, hereinafter referred to as "Lessee,"

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain real property located in the County of Polk, State of Florida, described in Exhibit "A" attached hereto and incorporated herein by this reference, and certain personal property located on such real property described in Exhibit "B" attached hereto and incorporated herein by this reference; and,

WHEREAS, Lessee desires to lease such property from Lessor for the purpose of operating a water well to provide water for its distribution system.

In consideration of the foregoing, and of the mutual covenants and agreements herein contained to be done, kept and performed, and of the performance of each and all of the terms, covenants, and conditions hereof, the parties agree as follows:

1. DESCRIPTION OF PREMISES.

Lessor hereby leases to Lessee, and Lessee hereby leases and takes from Lessor, for the term, at the rental, and on the conditions set forth herein, that certain property in the County of Polk, State of Florida, described in Exhibit "A" attached hereto, herinafter referred to as the leased premises as described in Exhibit "B" attached hereto.

2. TERM.

cc R
The term of this Lease is ten (10) years, commencing on September 30, 1985.

3. RENT.

cc R
a. Amount due on account since executing of old Lease dated April 9, 1980, will be credited to your account. The total being \$958.95. The beginning balance as of October 1, 1985, is zero.

b. The total rent under this Lease shall be paid in the form of water provided to the Lessor by Lessee. Lessor can consume up to 130,000 gallons of water per month without being charged by Lessee. If Lessor uses more than 130,000 gallons of water in any one month, Lessor will pay for those additional gallons at the rate established for the Lessee by the governmental authority exercising jurisdiction over such rates. *

4. IMPROVEMENTS AND MAINTENANCE OF EXISGING EQUIPMENT.

Lessee agrees to maintain the well located on the premises in its current working condition. Any improvements made to the premises will become the property of the Lessor at the time this Lease is terminated for any reason. Separate chlorinator, building, and accessories as installed are included.

5. UTILITIES.

Lessee shall pay for all utilities used on connection with the premises.

* The allowable gallons should be 130,000 per month on a cumulative basis. At the end of each year the consumption would be computed, and if more than 1,560,000 gallons are used, then the Garden Grove Water Co. would be paid for the excess.

cc R
R
R
R

R
R
R

R
R
R

6. INSURANCE.

Lessee shall procure and maintain in force during the term of this Lease, and any extension thereof, at his expense, public liability insurance for accidents occurring in or around the leased premises in a minimum amount of One Million Dollars (1,000,000.00). Casualty insurance will be carried in an adequate amount to repair any damages to the personal property located on the premises with limits of not less than Twenty-Five Thousand Dollars (\$25,000.00).

7. TAXES.

Lessee shall pay all real and personal business property taxes assessed against the property commencing with the 1980 tax year.

8. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior negotiations and all prior written or oral understanding and may only be amended, supplemented, or discharged by:

a. Full Performance, or

b. An instrument, in writing, signed by all the parties hereto. No promise or representation, expressed or implied, not specifically set forth herein shall bind any party hereto.

9. OPTION TO RENEW.

Lessee shall have the option to renew this Lease for four (4) additional ten (10) year terms. Lessee shall give Lessor written notice of his intention to renew at least ninety (90) days prior to the expiration of this Lease. Lessee will keep the building and pump and other equipment in good repair. Lessee will be responsible for all repair, maintenance, landscaping and all other expenses, it being the intention that this is a "net lease" to the Lessor.

This Lease is subject to Lessee's performance of the covenants and conditions set forth in paragraphs 1 to 5 herein. If Lessee defaults in performance of any such covenants or conditions, and the breach continues for more than thirty (30) days after Lessee receives written notice thereof, Lessor may, at his option:

a. Pursue any legal remedy to recover for the breach, and continue the Lease in force.

b. Declare the Lease forfeited, reenter the demised premises, and remove all persons and Lessee's property therefrom.

10. TIME OF THE ESSENCE.

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

EXECUTED at Winter Haven on the day and year first above stated.

Signed and sealed in the presence of:

Robinson Callen (SEAL)
ROBINSON CALLEN

Steph Soler
Witness as to Lessors

Charlotte Callen (SEAL)
CHARLOTTE CALLEN

Susan Paddy
Witness as to Lessors

GARDEN GROVE WATER COMPANY, INC.
By John G. Wood (SEAL)
JOHN G. WOOD, PRESIDENT

M. K. H. A.
Witness as to Lessee

Winfred M. Hocking
Witness as to Lessee

EXHIBIT "A"

BEGINNING at the Southeast corner of Lot 11 of Florence Villa Fruit Company Tract as per plat recorded in Plat Book 4B, page 49, Public Records of Polk County, Florida, run North along the East boundary of said Lot 11, 875 feet to the point of BEGINNING; thence continue North 72.0 feet; thence run West 40.0 feet; thence run South 30.0 feet; thence run East, 20.0 feet; thence run South 42.0 feet; thence run East 20.0 feet to the point of BEGINNING.

EXHIBIT "B"

One (1) 60 Horsepower electric motor and service panel
75 feet of 8" column with turbine.

Updated as of
9/30/96

SERVICE LOCATION BY TYPE - GGM

<u>SUBDIVISION</u>	<u>TYPE OF SERVICE</u>		
1-02	Lk Daisy Meadows	WS 85 Single Family	
1-04	Bridgewater	WS 247 Single Family	
	Eloise Pointe	WS 2 Irrigation - Common Area	
	Winterset Park	WS	
1-08	Lk Daisy Estates	WS 52 Single Family	
1-42	Garden Grove South	WS 233 Single Family	
		3 Free Standing Retail Outlets	
		7 Townhouses	
1-44	Cypress Grove	WS 127 Single Family	
		7 Attached Apartments	
		1 Apartment Complex	
		1 Irrigation - Common Area	
		1 Church	
1-46	Garden Grove South	WS 176 Single Family	
		Lake Fox	WS 1 Public School
		Lake Daisywood	WS 52 Duplex Apartments
			3 Irrigation - Common Area
1-51	Eloise Woods	W 153 Single Family	
		2 Free Standing Retail Outlets	
		2 Motels	
		4 Churches	
		1 Free Standing Restaurant	
1-53	Eloise Woods	W 123 Single Family	
		1 Hotel	
		1 Fire Hydrant	
		1 Retail Outlet - Shopping Ctr	
		4 Free Standing Commer Bldg	
		1 Free Standing Restaurant	
		10 Irrigation - Common Area	
		1 Apartment Complex	
1 Free Standing Dept Store			
1-54	Eloise Woods	W 173 Single Family	
		Montego Place	W 1 Quadruplex
			5 Motels
		1 Free Standing Restaurant	

SERVICE LOCATION BY TYPE

SUBDIVISION

TYPE OF SERVICE

2-05	Cypress Pointe	W	184 Single Family
	Harbors	WS	2 Mobile Home Parks
	Cedar Cove	W	4 Irrigation - Common Area
	Little Lake Estates	W	
	Eloise Loop Estates	W	
	Montego Place	W	
2-06	Lk Eloise Place	W	90 Single Family
	Skidmore	W	4 Irrigation - Common Area
	Wyndham	WS	1 Guard House
2-07	Berryhill	WS	50 Single Family 1 Irrigation - Common Area
2-09	Lk. Bess Country Club	W	22 Single Family
2-41	Summer Haven Shores	W	83 Single Family
2-45	Foxhaven	W	168 Mobile Home Units 1 Clubhouse 2 Irrigation - Common Area
2-47	Lake Fox	WS	108 Single Family
	Haven Grove Manor	W	76 Mobile Home Units
	Crystal's Landing	WS	1 Mobile Home Park 1 Irrigation - Common Area 3 Irrigation - Commercial 3 Free Standing Commer Bldg 2 RV Parks 2 Apartment Complexes
2-50	Eloise Wood	W	121 Single Family
	Lake Florence Point	W	7 Free Standing Commer Bldg
	Gardenview	WS	1 Blow-Off 2 Irrigation - Commercial 1 Retail Outlet-Shopping Ctr 1 Office Complex
2-52	Garden Grove	WS	131 Single Family 13 Retail Outlet - Free Standing 4 Irrigation - Commercial 2 Retail Outlet-Shopping Ctr
2-55	Lakewood	W	123 Single Family

SERVICE LOCATION BY TYPE

<u>SUBDIVISION</u>	<u>TYPE OF SERVICE</u>	
3-03	Garden Grove Oaks	WS 195 Mobile Home Units 5 Irrigation - Common Area 1 Clubhouse
3-20	Lk Dexter Moorings	WS 51 Single Family 2 Irrigation - Common Area 1 Clubhouse
3-21	Winterset Morningside at Winterset	WS 142 Condominium Apartments WS 1 Single Family 7 Patio Homes 2 Free Standing Commer Bldg 2 Irrigation - Common Area
3-22	Winterset	WS 88 Condominium Apartments
3-23	Winterset	WS 6 Patio Homes
3-31	Harbours	WS 112 Single Family
3-32	Garden Grove East	W 191 Single Family 1 Mobile Home Park 7 Free Standing Commer Bldg
3-33	Garden Grove East	W 114 Single Family 1 Retail Store Shopping Ctr 9 Apts 3 Irrigation - Common Area
3-34	Lk Dexter Woods	WS 148 Single Family 1 Clubhouse 3 Irrigation - Common Area 6 Free Standing Commer Bldg 1 Retail Outlet Shopping Ctr 1 Warehouse Complex
3-43	Cypress Landings	WS 184 Single Family 1 Clubhouse
3-48	Planters Walk	WS 154 Single Family 1 Irrigation - Common Area
3-57	Valencia Woods	W 143 Single Family
3-58	Valencia Woods	W 88 Single Family

SERVICE LOCATION BY TYPE

<u>SUBDIVISION</u>	<u>TYPE OF SERVICE</u>	
4-13	Hartmark Estates Lake Mariam Hills	W 108 Single Family W 3 Irrigation - Common Area
4-35	Garden Grove Pines	WS 168 Single Family
4-36	Cypresswood Executive Road	WS 209 Single Family W 1 RV Park 1 Clubhouse 15 Warehouses 2 Mobile Home Parks 6 Free Standing Commer Bldg 15 Irrigation - Common Area
4-37	Cypresswood	WS 221 Single Family 10 Irrigation - Common Area
4-38	Cypresswood Golf Villas	WS 80 Villas WS 25 Irrigation - Common Area 1 Tennis Shop
4-39	Cypresswood Plantations	WS 124 Single Family WS 9 Irrigation - Common Area 1 Sewer Plant
4-40	Cypresswood Golf Villas Enclave	WS 112 Villas WS 24 Irrigation - Common Area WS
4-49	Overlook Estates	W 108 Single Family 2 Irrigation - Common Area
4-56	Valencia Woods	W 163 Single Family
4-59	Valencia Woods	W 129 Single Family 5 Free Standing Commer Bldgs 2 Irrigation - Commercial
4-60	Valencia Woods	57 Single Family 1 Irrigation - Common Area

GARDEN GROVE WATER COMPANY, INC.
APPLICATION FOR GRANDFATHER CERTIFICATE

EXHIBIT II-B-2
TOTAL CUSTOMERS BY CLASS & METER SIZE

SEWER:

RESIDENTIAL:

5/8"	2763
1"	149
1 1/2"	1
2"	2
TOTAL	<u>2915</u>

COMMERICAL:

5/8"	58
1"	8
1 1/2"	
2"	9
3"	1
4"	3
6"	
8"	1
TOTAL	<u>80</u>

TOTAL SEWER CUSTOMERS 2995

SEWER ONLY:

COMMERICAL:

NO METER	1
6"	1
TOTAL	<u>2</u>

WASTEWATER:

The total projected number of customers who will be served when the service territory is fully occupied is approximately 21,398.

Garden Grove Water Company, Inc.
Application For Grandfather Certificate
EXHIBIT II-B-5

PART II SYSTEM INFORMATION

B) WASTEWATER

(5.) Evidence that the utility owns the land where the water treatment facilities are located.

- a) Exhibit II-B-5-a
Cypresswood Wastewater Treatment Plant Deed
- b) Exhibit II-B-5-b
Cypresswood Wastewater Treatment Plant
8.5 Acre Addition Deed
- c) Exhibit II-B-5-c
Cypresswood Wastewater Treatment Plant
10.46 Acre Pond Addition Deed
- d) Exhibit II-B-5-d
Cypresswood Wastewater Treatment Plant
Maintenance Building Deed
- e) Exhibit II-B-5-e
Cypresswood Wastewater Treatment Plant
Effluent Disposal Facility
Race Grove Deed
- f.) Exhibit II-B-5-f
Cypresswood Wastewater Treatment Plant
Effluent Disposal Facility
Snively Grove Deed
- g.) Exhibit II-B-5-g
Cypresswood Wastewater Treatment Plant
Effluent Disposal Facility
Use Agreement

FORM 1104

NOTARY PUBLIC STATE OF FLORIDA

905634

PLK OFF REC 1726 PAGE 109

This Indenture,

Made this 31st day of December, 1976
Between JOHN G. WOOD and ELLA P. WOOD, his wife

of the County of POLK in the State of FLORIDA
party of the first part, and GARDEN GROVE WATER COMPANY, INC., a
Florida corporation, whose address is: 409 E. Central Avenue,
of the County of Polk Winter Haven, Fla. 33880
party of the second part, in the State of Florida

Witnesseth that the said party of the first part, for and in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of POLK Florida, to wit:

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

35



JAN 3 AM 11:41

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.
In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness and Delivered in Our Presence:
[Signature]
[Signature]
ELLA P. WOOD, his wife

State of Florida

County of POLK

I Herby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN G. WOOD and ELLA P. WOOD, his wife

to me well known and known to me to be the individual described in which they executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at County of Polk and State of Florida, this 31st day of December, A. D. 1976

FILED, RECORDED AND
RECORD VERIFIED -
E.D. BOYD, CLERK
POLK COUNTY, FLA.
BY JC D.C.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires 09-29-1979
905634

[Signature]
Notary Public

400

This Warranty Deed Made the 1st day of January A. D. 1987 by JOHN G. WOOD and ELLA P. WOOD hereinafter called the grantor, to GARDEN GROVE WATER COMPANY, INC.

a corporation existing under the laws of the State of Florida with its permanent postoffice address at 3601 Cypress Gardens Rd., Winter Haven, FL 33880 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00----- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, viz:

The East 200' of the West 300' of the North 1/2 of the Northeast quarter of the Northeast quarter, Section 6, Township 29 South, Range 27 East, all being located in Polk County, Florida.

And the East 360' of the North 1/2 of the Northeast quarter of the Northeast quarter of Section 6, Township 29 South, Range 27 East, all being located in Polk County, Florida.

Documentary Tax Pd. \$ 850.00
\$ _____ Intangible Tax Pd.
E. D. "Bud" Dixon, Clerk, Polk County
By: ASM Deputy Clerk

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1986

DEPT 15 0.00
DEPT 15 1 850.00
CHERLS 825.00
8666

65/07/87

In Witness Whereof, the said grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

John G. Wood, Jr.
Sarah Evers

[Signature]
[Signature]

STATE OF FLORIDA,
COUNTY OF Polk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

JOHN G. WOOD and ELLA P. WOOD

to me known to be the person s described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of January, A. D. 1987.

FILED, RECORDED AND
RECORD VERIFIED
E.D. "Bud" DIXON, Clk. Cr. Cl.
POLK COUNTY, FLA.
BY [Signature] D.E.

Sarah Evers
NOTARY PUBLIC
Notary Public, State of Florida at Large.
My Commission Expires Nov. 4, 1989.
Notary Public Underwriters

This Instrument prepared by: JOHN G. WOOD, JR., Esquire
Address 2940 South Tamiami Trail
Sarasota, Florida 33579

1987 MAY -7 AM 11:20

049299

200.00

Return to: (enclose self-addressed stamped envelope)

Name: John G. Wood, Jr., Esq.
Address: 3601 Cypress Gardens Road, Suite A
Winter Haven, Fl 33884

2856 1762

POLK OFF. REC. 15 PAGE

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51
003 3829 5/21/90 7707
003 3629 96A
5.00 D
1.00 D
.55 D
6.55 TL
6.55CKT
5/21/90

This instrument Prepared by: John G. Wood, Jr., Esq.
Address: 3601 Cypress Gardens Road, Suite A
Winter Haven, Fl 33884

EXHIBIT II-B-S-C

90 MAY 21 PM 2:41

057779

SS

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed,

Executed this 16th day of May, A. D. 19 90, by

JOHN G. WOOD
first party, to
GARDENS GROVE WATER COMPANY, INC.

whose postoffice address is 3601 Cypress Gardens Road, Winter Haven, Fl 33884
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth,

That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk State of Florida, to-wit:

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.

SUBJECT to easements and restrictions thereof.

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Cl.
POLK COUNTY, FLA.
BY *[Signature]* D.C.

Documentary Tax Pd. \$.55
Intangible Tax Pd. \$ -0-
E. D. "Bud" Dixon, Clerk, Polk Co.
By: *[Signature]* Deputy Clerk

To Have and to Hold

the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof,

The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature: John G. Wood, Jr.]
[Signature: Kathy P. Swanbeck]

[Signature: John G. Wood]
JOHN G. WOOD

STATE OF FLORIDA,
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County, aforesaid to take acknowledgments, personally appeared

JOHN G. WOOD
to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, A. D. 1990.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JUNE 2, 1991.

[Signature: Kathy P. Swanbeck]

AD
5:00 PM

Return to: (enclose self-addressed stamped envelope)

2818 0207

Name John G. Wood, Jr. Esq.
Attorney At Law
Address: 3601 Cypress Gardens Road
Suite A
Winter Haven, FL 33884

POLK OFF. REC. PAGE

15 5.0
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013 5050 1/25/90 6.5
7517
013 5050 26A 6.5
1/25/90

This Instrument Prepared by: John G. Wood, Jr.

Address: 3601 Cypress Gardens Road
Suite A
Winter Haven, FL 33884

EXHIBIT II-B-5-d

1990 JAN 25 PM 2:39

009136

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this 1st day of January, A. D. 19 90, by

John G. Wood
first party, to Garden Grove Water Company, Inc.

whose postoffice address is 3601 Cypress Gardens Road, Winter Haven, FL 33884

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk State of Florida, to-wit:

The East 200.0 feet of the NE1/4 of the NW1/4 of the NE1/4 of Section 6, Township 29 South, Range 27 East, Polk County, Florida.

Documentary Tax Pd. \$ 1.55
Intangible Tax Pd. \$ -0-
E. D. "Bud" Dixon, Clerk, Polk Co.
By: Kathy P. Swartzbeck Deputy Clerk

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

John G. Wood
Kathy P. Swartzbeck

John G. Wood
John G. Wood

FILED, RECORDED AND
RECORD VERIFIED

E. D. "Bud" DIXON, CL. CK. CL.
POLK COUNTY, FLA.
BY [Signature] P.C.

STATE OF FLORIDA,
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

John G. Wood

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of January A. D. 19 90.

Kathy P. Swartzbeck

NOTARY PUBLIC, STATE OF FLORIDA

AID
low
bpe

Return to: (enclose self-addressed stamped envelope)

JOHN G. WOOD, JR., ESQUIRE
3601 Cypress Gardens Road, Suite A
Winter Haven, FL 33884

POLK OFF. REC. PAGE

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91
51
013 971 07/07/91

013 971 199

07/07/91

This instrument Prepared by:

JOHN G. WOOD, JR., ESQUIRE
3601 Cypress Gardens Road, Suite A
Winter Haven, FL 33884

EXHIBIT II-B-5-e

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this 29th day of June, A. D. 19 90, by

JOHN G. WOOD
first party, to

GARDEN GROVE WATER COMPANY, INC.
whose postoffice address is 3601 Cypress Gardens Road, Winter Haven, FL 33880

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Documentary Tax Pd. \$ 55
Intangible Tax Pd. \$
E. D. "Bud" Dixon, Clerk, Polk Co.
By: [Signature] Deputy Clerk

Subject to easements and restrictions of record, if any.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]
WITNESS

[Signature]
WITNESS
STATE OF FLORIDA,
COUNTY OF POLK

[Signature]
JOHN G. WOOD

U.S.
U.S.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOHN G. WOOD to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A. D. 19 90.

Notary Public, State of Florida At Large
My Commission Expires Mar. 19, 1991
Bonded By SAFECO Insurance Company of America

[Signature]
Notary Public

EXHIBIT "A"

2882 2013
POLK OFF. REC. PAGE

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.

This includes the property previously conveyed in O.R. Book 2818, Page 0207 of the Public Records of Polk County, Florida.

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cr. Cl.
POLK COUNTY, FLA.
BY  D.C.

Name: JOHN G. WOOD, JR., ESQUIRE

Address: 3601 CYPRESS GARDENS ROAD, SUITE A WINTER HAVEN, FL 33884

This Instrument Prepared by:

John G. Wood, Jr., Esquire Address: 3601 Cypress Gardens Road, Suite A Winter Haven, FL 33884

Property Appraisers Parcel Identification (Folio) Number(s):

DEPT 115 9.00 DEPT 291 1.50 DEPT 251 6650.00 1658 H CHECKS 6660.50 6417A

EXHIBIT II-5-B-P 05/96

SPACE ABOVE THIS LINE FOR RECORDING DATA

3700 1721 POLK COUNTY PAGE

This Warranty Deed Made and executed the 27th day of June, 1996, A.D. by Southern Scholarship Foundation, Inc., a Florida not-for-profit corporation, as Trustee, under the trust agreement dated July 22, 1991, and having its principal place of business at 322 STADIUM DRIVE, TALLAHASSEE, Florida 32304-3450 hereinafter called the grantor, to Garden Grove Water Company, Inc., a Florida Corporation whose postoffice address is 3601 CYPRESS GARDENS ROAD, WINTER HAVEN, Florida 33884 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10 and other goods and valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Polk County, Florida, vis:

SEE EXHIBIT "A" ATTACHED

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, AND TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

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

(CORPORATE SEAL)

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

ATTEST: Jerry L. McDaniel, Jr., Treasurer

Southern Scholarship Foundation, Inc., Trustee

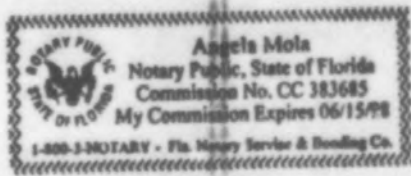
Signed, sealed and delivered in the presence of:

Witness Signature: Shelley S. Boone, Angela B. Durbin Printed name: Shelley S. Boone, Angela B. Durbin

Signature: Thomas C. Pitcock Printed name: Thomas C. Pitcock, President 322 Stadium Drive, Tallahassee, FL 32304-3450 Post Office Address

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of June, 1996, by Thomas C. Pitcock, President, and Jerry L. McDaniel, Jr., Treasurer of Southern Scholarship Foundation, Inc., a Florida not-for-profit corporation, as Trustee under the trust agreement dated July 22, 1991. personally known to me or ha produced a as identification and did take an oath.

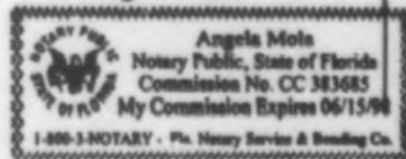


NOTARY PUBLIC:

Signature: Angela Mola Print Name: Angela Mola State of Florida at Large

My Commission Expires: 6/15/98

Documentary Tax Pd. \$ 66500 Intangible Tax Pd. \$ E.D. "Bud" Dixon, Clerk, Polk Co. By: Deputy Clerk



081835 96 JUL -5 AM 9:07

EXHIBIT "A" LEGAL DESCRIPTION

Tract 1: All of Lots 1, 5, 6, 7 and 8 of E.L. Haskins Subdivision according to plat thereof recorded in Plat Book 2, Page 122, public records of Polk County, Florida.

Tract 2: The North 300 feet of the following lots: Lots 9, 10, 11 and 12 of E.L. Haskins Subdivision according to plat thereof recorded in Plat Book 2, Page 122, public records of Polk County, Florida.

Tract 3: Lot 2 of E.L. Haskins Subdivision according to plat thereof recorded in Plat Book 2, Page 122, public records of Polk County, Florida, LESS AND EXCEPT: Beginning at the Northwest corner of said Lot 2, run thence East 119 feet, Southerly 599.10 feet, West 115.5 feet, North along West boundary of Lot 2 a distance 598.39 feet to the point of beginning.

Tract 4: A part of Lot 3 of E.L. Haskins Subdivision according to plat thereof recorded in Plat Book 2, Page 122, public records of Polk County, Florida, described as: Begin at the Southwest corner of said Lot 3, run North a distance of 57.64 feet, thence Easterly 665.9 feet, more or less, thence South along East boundary of Lot 3 a distance of 61.3 feet, thence West along South boundary of Lot 3 a distance of 665.89 feet to the point of beginning.

Tract 5: A part of Lot 4 of E.L. Haskins Subdivision according to plat thereof recorded in Plat Book 2, Page 122, public records of Polk County, Florida, described as: Begin at the Southwest corner of said Lot 4, run North a distance of 53.97 feet, thence Easterly 665.9 feet, more or less, thence South along East boundary of Lot 4 a distance of 57.64 feet, thence West along South boundary of Lot 4 a distance of 665.89 feet to the point of beginning, LESS AND EXCEPT the West 30 feet thereof for right-of-way.

Tract 6: Starting at the Northwest corner of Lot 2 of E.L. Haskins Subdivision according to plat thereof recorded in Plat Book 2, Page 122, public records of Polk County, Florida, run East along North boundary of Lot 2 a distance of 119.0 feet for the point of beginning, thence run North 80 feet Easterly a distance of 1211.30 feet, South, a distance of 83.04 feet to Northeast corner of Lot 1 of said Subdivision which also is the center of Section 31, Township 28 South, Range 27 East, Polk County, Florida, thence run West along North boundaries of said Lots 1 and 2 a distance of 1211.74 feet to the point of beginning, all lying and being in the W 1/2 of Section 31, Township 28 South, Range 27 East, Polk County, Florida.

LESS AND EXCEPT: That part of Lots 2 and 7 of E.L. Haskins Subdivision, recorded in Plat Book 2, Page 122 of the Public Records of Polk County, Florida. Described as: Commence at the Northeast corner of Lot 1 of said E.L. Haskins Subdivision and run S 89°44'25" W along the North boundary of said Lots 1 and 2, 1211.52 feet; thence S 00°28'14" E, 499.10 feet to the Point of Beginning; thence N 89°28'16" E, 208.71 feet; thence S 00°28'14" E, 208.71 feet; thence S 89°28'16" W, 208.71 feet, thence N 00°28'14" W, 208.71 feet to the Point of Beginning.

LESS AND EXCEPT: That part of Lots 4, 5, 6, 10, 11 and 12 lying in the Southwest 1/4 of Section 31, Township 28 South, Range 27 East, Polk County, Florida as shown on the Plat of E.L. Haskins Subdivision, recorded in Plat Book 2, Page 122 of the Public Records of Polk County, Florida, described as: Begin at the Southwest corner of said Lot 4 and run N 89°43'42" E, along the South boundary of said Lot 4, 30.00 feet; thence N 00°41'49" W, 53.97 feet; thence N 89°28'16" E, 370.00 feet; thence S 00°41'49" E, 180.00 feet; thence N 89°28'16" E, 373.54 feet; thence S 38°56'33" E, 1071.01 feet; thence S 89°42'17" W, 1436.56 feet to a point on the West boundary of aforesaid Lot 12; thence N 00°41'49" W, along the West boundary of said Lot 12 and Lot 5, 959.50 feet to the Point of Beginning.

3700 1722
POLK OFF. REC. PAGE

EXHIBIT II-B-5-g

USE AGREEMENT

THIS USE AGREEMENT is made and entered into by and between Garden Grove Water Company, Inc., hereinafter called "Garden Grove", and John G. Wood, hereinafter called "Wood".

WITNESSETH:

IN CONSIDERATION of the mutual promises made herein the parties agree as follows:

1. Wood hereby agrees to accept from Garden Grove waste water effluent that meets all regulatory requirements for purposes of a reuse irrigation system on lands owned by Wood described more particularly in Exhibit "A" attached hereto. The amount of waste water effluent to be accepted will be determined by the reuse feasibility study and plan approved by the Florida Department of Environmental Protection.

2. The term of this use agreement shall be for a period of five (5) years.

3. This agreement may be terminated as to all or part of the lands described in Exhibit "A" by either party upon a six (6) month notice of termination being given by the terminating party to the other party. Any termination of this agreement shall not be effective unless Garden Grove has obtained substitute land suitable to accept the same amount of waste water effluent that is being placed on the land covered by that portion of the agreement being terminated. Suitability shall be determined by Garden Grove obtaining all necessary regulatory permits for the substitute land.

4. Wood shall be responsible for the maintenance of the citrus grove and irrigation system connected to the pumps and be entitled to all fruit crops associated with the land. Garden Grove will not permit the effluent irrigation to adversely affect the growing of citrus on the lands described in Exhibit "A".

5. Wood agrees to allow Garden Grove to maintain and operate monitoring wells in accordance with regulatory requirements.

IN WITNESS WHEREOF the parties have executed this agreement this 19 day of July, 1994.

Garden Grove Water Company, Inc.

[Signature]
Witness

[Signature]
By: John G. Wood, President

[Signature]
Witness

[Signature]
Witness

[Signature]
By: John G. Wood

[Signature]
Witness

EXHIBIT A

STRUTHERS BLOCK

The South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ LESS that part deed to Garden Grove Water Company, Inc., and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ LESS the West 270 feet thereof, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all being in Section 6, Township 29 South, Range 27 East, Polk County, Florida.

GLENN DENING BLOCK

A parcel of real property located in the NW $\frac{1}{4}$ of Section 31, Township 28 South, Range 27 East, Polk County, Florida, more particularly described as follows: Begin at the Southwest corner of the NW $\frac{1}{4}$ of Section 31, Township 28 South, Range 27 East, in Polk County, Florida; thence run on an assumed bearing of North along the West line of said Section 76.58 feet; thence South 89 deg. 43'10" East, 478.04 feet; thence North 04 deg. 21'40" East, 159.91 feet; thence North 36 deg 25'03" East, 258.03 feet; thence North 44 deg. 14'03" East, 348.43 feet; thence North 34 deg. 53'24" East, 286.11 feet; thence North 57 deg. 13'20" East, 215.73 feet; thence North 83 deg. 49'04" East, 159.61 feet; thence South 72 deg. 41'47" East, 466.62 feet; thence South 35 deg. 15'55" East, 215.29 feet; thence South 33 deg. 25'41" East, 619.80 feet; thence South 07 deg. 39'20" East, 163.90 feet; thence South 89 deg. 43'57" East, 337.40 feet to a point which lies on the East line of said NW $\frac{1}{4}$, thence South 00 deg. 08'19" East, 83.31 feet to the Southeast corner of said NW $\frac{1}{4}$; thence North 89 deg. 33'42" West, 2659.54 feet, returning to the Point of Beginning.

Together with an easement for ingress and egress over the following described property located in Section 31, Township 28 South, Range 27 East, Polk County, Florida, and described as: Starting at the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 28 South, Range 27 East, Polk County, Florida, run North 89 deg. 33'37" East along the South boundary of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 119.00 feet; thence run North 00 deg. 12'22" East, 80.00 feet to the Point of Beginning; thence run South 89 deg. 43'15" West, 852.62 feet, thence run North 04 deg. 22'00" West, 60.0 feet; thence run West to the right-of-way line of Lake Daisy Road, thence run Southerly along said right-of-way line 60.00 feet; thence run East to the Point of Beginning.

CASSIDY BLOCK

The South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, AND The South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, LESS the North 160 feet of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (except for the East 310 feet thereof), AND LESS the South 85 feet of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (except for the West 60 feet of the East 190 feet thereof)

AND

The West 60 feet of the East 190 feet of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ All lying in Section 6, Township 29 South, Range 27 East, Polk County, Florida.

LESS AND EXCEPT that portion described as:

The South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, LESS the North 160 feet of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (except for the East 310 feet thereof) AND LESS the South 85 feet of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (except for the West 60 feet of the East 190 feet thereof)

AND,

The West 60 feet of the East 190 feet of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ All lying in Section 6, Township 29 South, Range 27 East, Polk County, Florida. ALSO KNOWN AS LAKE DAISYWOOD SUBDIVISION, as recorded in Plat Book 86, page 39.

RHODE BLOCK

Starting at the Southwest corner of the North $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 28 South, Range 27 East, Polk County, Florida, run thence North 00 deg. 00'00" East, a distance of 53.97 feet for the Point of Beginning; continue thence North 00 deg. 00'00" East, along the West boundary of Section 31, a distance of 684.45 feet; thence run South 89 deg. 45'22" East, a distance of 1,449.58 feet; thence run South 00 deg. 12'22" West, a distance of 679.10 feet; thence run North 89 deg 58'03" West, a distance of 1,447.12 feet to the said Point of Beginning, LESS AND EXCEPT the West 30.00 feet thereof for right-of-way. Containing 22.19 net acres, more or less. The above Tract of land is comprised of parts of Lots 2, 3, and 4 of E.L. Haskins Subdivision, Plat Book 2, Page 122, Public Records of Polk County, Florida.

RACE BLOCK

Lots 14, 15, 16, and South 360 feet of Lots 9, 10, 11, and 12, of E. L. HASKINS SUBDIVISION of the SW $\frac{1}{4}$ of Section 31, Township 28 South, Range 27 East, according to the plat thereof recorded in Plat Book 2, Page 122, Public Records of Polk County, Florida; also, the N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 29 South, Range 27 East; and the N $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 29 South, Range 27 East, LESS AND EXCEPT the South 50 feet of said N $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, LESS the East 310 feet thereof.

LESS AND EXCEPT that portion described as:

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 $\frac{1}{4}$ 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" West along the East boundary of said Lots 9 and 16, 1019.22 feet; thence South 89 deg. 42'36" West, 1227.03 feet, thence South 38 deg, 56'33" East, 1735.85 feet; thence North 89 deg. 28'41" East, 426.81 feet; thence South 00 deg. 21'43" West, 325.00 feet to a point on the South boundary of the North $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 6; thence North 89 deg. 20'20" East along said South boundary, 1090.44 feet; thence North 00 deg. 06'01" West, 653.38 feet to a point on the North boundary of the Northeast $\frac{1}{4}$ of said Section 6; thence South 89 deg. 40'42" West along said North boundary, 1364.03 feet to the Point of Beginning. Containing 40.01 acres MORE OR LESS.

4/22/96

fax to Sandi Hinkley
39 CoEXHIBIT III-A**RESOLUTION APPROVING WATER AND SEWER RATE INCREASE
FOR GARDEN GROVE WATER COMPANY, INC.**

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

A. A rate base of \$1,093,144 for water and \$2,197,823 for wastewater are reasonable considering the Utility's original investment in property used and useful in public service.

B. A revenue requirement of \$1,729,713 is needed for water and wastewater utility operation.

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

Effective with February 1, 1992 usage:

RESIDENTIAL

WATER:	METER SIZE	BASE CHARGE (no consumption included)
	5/8-3/4"	\$ 3.31
	1"	\$ 8.28
	1-1/2"	\$ 16.55
	2"	\$ 26.48

Consumption Charge

1st 25,000 gallons	\$.72 per 1,000
Next 35,000 gallons	\$.90 per 1,000
Over 60,000 gallons	\$1.08 per 1,000

SEWER: \$20.97 per customer (flat rate - no consumption charge)

COMMERCIAL/GENERAL SERVICE

WATER:	METER SIZE	BASE CHARGE (no consumption included)
	5/8-3/4"	\$ 3.31
	1"	\$ 8.28
	1-1/2"	\$ 16.55
	2"	\$ 26.48
	3"	\$ 57.93
	4"	\$ 99.30
	6"	\$206.88
	8"	\$297.90

GALLONAGE CHARGE ON ALL CONSUMPTION: \$0.72 per 1,000 gallons

Garden Grove Water Co., Inc.
1992 Resolution
Page 2

SEWER:	METER SIZE	BASE CHARGE (no consumption included)
	5/8-3/4"	\$ 5.03
	1"	\$ 12.58
	1-1/2"	\$ 25.15
	2"	\$ 40.24
	3"	\$ 88.03
	4"	\$150.90
	6"	\$314.38
	8"	\$452.70

GALLONAGE CHARGE ON ALL CONSUMPTION \$2.78 per 1,000
gallons

These rates result in a rate of return to the utility of 10.06%
on a rate base of \$3,290,967.

1. The Allowance for Funds Prudently Invested (AFPI) (Wastewater Treatment Facility) recommended by the Polk County Utilities Division Staff as established in the report Garden Grove Water Company Analysis of Proposed Rate Adjustment on Behalf of the Polk County Utilities Commission by Sheehen, Rowison & Messina, P.A. dated December 31, 1991 (page 31) be charged at the time of the connection fee charge in addition to the AFPI for the Wastewater Disposal Facilities.

2. The Allowance for Funds Prudently Invested (AFPI) (Wastewater Disposal Facilities) recommended by the Polk County Utilities Division Staff as established in the report Garden Grove Water Company Analysis of Proposed Rate Adjustment on Behalf of the Polk County Utilities Commission by Sheehen, Rowison & Messina, P.A. dated December 31, 1991 (page 35) be charged at the time of the connection fee charge in addition to the AFPI for the Wastewater Treatment Facility.

ATTEST:
E.D. "BUD" DIXON, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

BY:

Nettie L. Carlson

BY:

Neil Combee
Neil Combee, Chairman

BOCC APPROVED ON: JANUARY 1, 1992

EXHIBIT III-A

RESOLUTION

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

A. A rate base of \$1,678,000 for water and wastewater on Garden Grove Water Co., Inc. is reasonable considering the Utility's original investment in property used and useful in public service.

B. A revenue requirement at Garden Grove Water Co., Inc. for \$1,715,414 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.

E. The proposed capital expenditures as set forth below are necessary and shall be constructed as provided herein:

Capital Expansion Cost	
Water Production Facilities	
Winterset Water Plant Well #2	
Ground Storage Tank and	
Transfer Pumps	\$ 428,000.
Distribution System	
Water Main Extensions	\$ 387,000.
	\$ 815,000.
Total Cost	
Capital Expansion Cost	
Wastewater Facilities	
Phase I	\$1,100,000.
Phase II	1,720,000.
	\$2,820,000.
Total Cost	

Effective June 1, 1990, the water and wastewater rates and charges for Garden Grove Water Co., Inc. are established as follows:

Residential Services

Full 3/4 " Meter first 5,000 gallon	\$ 6.25
per 1,000 gallon thereafter	\$.85

Commercial Services

	Rates
Full 3/4" Meter	\$ 11.40
1" Meter	\$ 22.80
1 1/2" Meter	\$ 45.60
2" Meter	\$ 91.20
3" Meter	\$ 182.40
4" Meter	\$ 296.40
6" & 8" Meter	\$ 592.80
Gallons Sold per 1,000	\$ 1.85

EXHIBIT III-A

SEWER RATES

	Rates
<u>Residential Service</u>	\$ 14.95
<u>Commercial Services</u>	140% of water bill

CONNECTION FEES

RESIDENTIAL AND COMMERCIAL WATER CONNECTION FEES

\$510.00 per Equivalent Residential Connection (ERC)
using the county methodology

RESIDENTIAL AND COMMERCIAL SEWER CONNECTION FEES

\$2,050.00 per Equivalent Residential Connection (ERC)
using the county methodology

That the company be required to complete a cost of service study before December, 1991 to further define and substantiate the operating expenses as allocated.

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

ORDERED THIS 10th day of July, 1990 effective 1st day of June, 1990.

*POLK COUNTY UTILITIES COMMISSION

By Ernie Caldwell
ERNIE CALDWELL, Chairman

ATTEST:

E. D. "BUD DIXON, CLERK

By Kettie L. Garland
Deputy Clerk

EXHIBIT III-A

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 setting the rates for the Garden Grove Water

Co., Inc.

which was adopted by the said Board on the 10th day of July, 1990

WITNESS my hand and official seal on this 30th day of July,

1990.

E. D. "Bud" Dixon
Clerk

(SEAL)

By Nettie L. Darland
Nettie L. Darland
Deputy Clerk

EXHIBIT IV-A

DESCRIPTION OF TERRITORY SERVED

Legal Description

Begin at an intersection of the northerly right of way line of Seaboard Coastline Railroad and the north south center of section line of Section 9, Township 29 South, Range 26 East, Polk County, Florida; thence north along said center of section line to the northerly right of way line of Eloise Loop Road; thence southeasterly along said northerly right of way line to the west boundary of U.S. Government Lot 4, Section 9, Township 29 South, Range 26 East; thence north along said west boundary to the north boundary of said U.S. Government Lot 4; thence east along said north boundary to the waters of Lake Eloise thence south, southeasterly, south, east, north, east, northeasterly, northerly, and westerly along said waters edge to its intersection with the west boundary of the east half of U.S. Government Lot 3 in Section 3, Township 29 South, Range 26 East; thence run north along the said west boundary to the northwest corner of said east half of U.S. Government Lot 3; thence continuing north along the west boundary of U.S. Government Lot 3 (E1/2 of SW1/4), Section 34, Township 28 South, Range 26 East, to the northwest corner of said U.S. Government Lot 3; thence continuing north to the northwest corner of northeast quarter of the northwest quarter of said Section 34, Township 28 South, Range 26 East; thence west along the north boundary of said northwest quarter of Section 34 to the waters of Lake Otis; thence northerly along said waters to an intersection with the north boundary of the southwest quarter of Section 27, Township 28 South, Range 26 East; thence east along said north boundary of the southwest quarter of Section 27 to the waters of Lake Link; thence southerly, easterly and northerly along said waters to the aforesaid north boundary of the southwest quarter of Section 27; thence east along said north boundary of the southwest quarter of Section 27 to the northwest corner of the southeast quarter of said Section 27; thence east along the north boundary of the southeast quarter of said Section 27 to the northwest corner of the southwest quarter of Section 26, Township 28 South, Range 26 East; thence east along the north boundary of said southwest quarter of Section 26 to the southwest corner of the northeast quarter of said Section 26; thence north along the west boundary of said northeast quarter of Section 26 to the centerline of Dundee Road (SR 542); thence east along said centerline of Dundee Road to the east right of way line of Carl Floyd Road; thence south

EXHIBIT IV-A

DESCRIPTION OF TERRITORY SERVED (Continued)

along said east right of way line of Carl Floyd Road to the north right of way line of Executive Road; thence east along said north right of way line and easterly extension thereof to an intersection with the southerly extension of the centerline of Country Club Road; thence north along said southerly centerline extension to an intersection with the centerline of Dundee Road; thence easterly along said centerline of Dundee Road to the east boundary of Section 25, Township 28 South, Range 26 East; thence north along said east boundary of Section 25 to the southeast corner of Section 24, Township 28 South, Range 26 East; thence north along the east boundary of said Section 24 to the north boundary of Section 19, Township 28 South, Range 27 East; thence east along said north boundary of Section 19 to the east boundary of said Section 19; thence south along said east boundary of Section 19 to the northwest corner of the southwest quarter of Section 20, Township 28 South, Range 27 East; thence east along the north boundary of said southwest quarter of Section 20 to the east boundary of said southwest quarter; thence south along said east boundary of the southwest quarter to the south boundary of said southwest quarter; thence run south along the center of said Section 29 to the south quarter corner and continue south to the southwest corner of the southwest quarter of the northeast quarter of Section 32, Township 28 South, Range 27 East; thence run east along the south boundary of the said northwest quarter of the northeast quarter to the westerly right of way of U.S. Highway 27; thence run southerly along the said westerly right of way of U.S. Highway 27 to its intersection with the south boundary of Section 5, Township 29 South, Range 27 East; thence west along said south boundary to the southwest corner of said Section 5; thence south along the east boundary of Section 7 and 18, Township 29 South, Range 27 East to the northeast corner of Section 19, Township 29 South, Range 27 East; thence continue south to the southeast corner of the north half of said Section 19; thence west along the south boundary of said north half to the southeast corner of the north half of Section 24 and 23, Township 29 South, Range 26 East; thence continue west along the south boundary of said north half of the southwest corner of the northwest quarter of said Section 23; thence continue east along the south boundary of the northeast quarter of Section 22, Township 29 South, Range 26 East to an intersection with the north right of way line of Seaboard Coastline Railroad; thence north along said northerly

EXHIBIT IV-A

DESCRIPTION OF TERRITORY SERVED (Continued)

right of way to the POINT OF BEGINNING. Less and except the Orchid Springs Franchise, described as follows, to-wit: **TRACT A:** Starting at the NE corner of Section 35, Township 28 South, Range 26 East, run thence S. $0^{\circ} 22'$ East along the East boundary of Section 35 a distance of 580.8 feet to a concrete marker for the point of beginning; run thence S. $0^{\circ} 22'$ East along the East boundary of Section 35 a distance of 1414.2 feet; thence N. $89^{\circ} 44'$ East a distance of 560 feet; thence N. $33^{\circ} 58'$ East a distance of 1000 feet; thence N. $40^{\circ} 11'$ West a distance of 1826.13 feet; thence N. $60^{\circ} 57'$ West a distance of 467 feet to the Easterly right-of-way boundary of State Road 542; thence S. $29^{\circ} 03'$ West along the Easterly right-of-way boundary of State Road 542 a distance of 1195 feet; thence N. $89^{\circ} 44'$ East a distance of 1038.76 feet to the Point of Beginning, and **TRACT B:** North 420 feet of the South 749.20 feet of the NE- $\frac{1}{4}$ of the NE- $\frac{1}{4}$ of Section 35, Township 28 South, Range 26 East, lying East of the right-of-way of State Road S-542, containing approximately 11.16 acres, and also described as: That part of the North 420 feet of the South 749.20 feet of Lots 1 and 2 of Florida Highland Company's Subdivision of Section 35, Township 28 South, Range 26 East, as recorded in Plat Book 3A, at page 27, of the public records of Polk County, Florida, lying East of the right-of-way of State Road S-542. Also the 12- $\frac{1}{2}$ feet immediately-East of the above-described property which was closed as a road by Polk County Commissioners. Resolution recorded in Official Records Book 1067, page 823. **Tract #1:** That part of Lot 2 lying Northwesterly of the right-of-way of State Road 542 in Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying and being in the NE- $\frac{1}{4}$ of the NE- $\frac{1}{4}$ of Section 35, Township 28 South, Range 26 East, Polk County, Florida. **TRACT #2:** All that part of Lots 3, 9 and 17 of said Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying Northerly of a line described as follows: Starting at the corner common to Sections 25, 26, 35 and 36, Township 28 South, Range 26 East, Polk County, Florida, run thence N. $89^{\circ} 46'$ E. along the South boundary of said Section 25 a distance of 148.78 feet for the point of beginning; thence run N. $40^{\circ} 11'$ W. a distance of 303.13 feet, thence N. $60^{\circ} 57'$ W. a distance of 467 feet to a concrete marker located on the Easterly right-of-way boundary of State Road 542 at a point 459.05 feet North and 454.77 feet West of the common corner above described for the end of said line. **SUBJECT** to rights-of-way as

EXHIBIT IV-A

DESCRIPTION OF TERRITORY SERVED (Continued)

of record and/or in use. **TRACT 13:** Lot 6, of Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying and being in the Southeast Quarter of the Northeast Quarter of Section 35, Township 28 South, Range 26 East; AND That part of the Northwest Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, described as: Starting at the Northwest corner of Section 36, Township 28 South, Range 26 East, run thence North $89^{\circ} 46'$ East along the North boundary of Section 36 a distance of 148.78 feet for the point of beginning; thence run South $49^{\circ} 11'$ E. a distance of 1523.0 feet, thence South $33^{\circ} 58'$ W. a distance of 1000.0 feet, thence South $89^{\circ} 44'$ W. a distance of 560 feet to the West boundary of Section 36, thence South $0^{\circ} 22'$ East along the Section line a distance of 464.95 feet to a point 200.04 feet Northerly of the Southwest corner of the Northwest Quarter of Section 36, thence run North $69^{\circ} 50' 30''$ E. along the centerline of a canal a distance of 683.83 feet, thence North $33^{\circ} 58'$ E. a distance of 1296.10 feet, thence North $40^{\circ} 11'$ W. a distance of 1506.60 feet to a point on the North boundary of Section 36, thence run South $89^{\circ} 46'$ W. Along the said North boundary of Section 36 a distance of 260.89 feet to the point of beginning. **SUBJECT** to rights-of-way as of record and/or in use. (37.1). **TRACT 14:** All that part of the Northwest Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, lying Easterly and Northerly of a line described as: Starting at the Northwest corner of Section 36, run thence North $89^{\circ} 46'$ East along the North boundary of Section 36, a distance of 409.67 feet for the point of beginning of said line; run thence South $40^{\circ} 11'$ East a distance of 1506.60 feet, thence South $33^{\circ} 58'$ West a distance of 1296.10 feet to the centerline of a canal, thence run North $69^{\circ} 50' 30''$ East along the centerline of said canal a distance of 2139.4 feet, more or less, to its intersection with the East boundary of said Northwest Quarter of Section 36, for the end of said line. **SUBJECT** to rights-of-way as of record and/or in use. **TRACT 15:** The South one-half of the Southeast Quarter of Section 25, Township 28 South, Range 26 East, Polk County, Florida, **LESS AND EXCEPT:** Begin at the Northeast corner of said South one-half of the Southeast Quarter and run S. $0^{\circ} 19' 17''$ E. along the East line of said South one-half of the Southeast Quarter a distance of 457.10 feet, thence N. $88^{\circ} 44'$ 17" W. 108.15 feet, thence S. $52^{\circ} 15' 43''$ W. 476.63 feet, thence S. $0^{\circ} 5' 17''$ E.

EXHIBIT IV-A

DESCRIPTION OF TERRITORY SERVED (Continued)

252.20 feet, thence S. $89^{\circ}54'43''$ W. 138.00 feet, thence N. $0^{\circ}5'17''$ W. 182.00 feet, thence N. $80^{\circ}58'17''$ W. 419.00 feet, thence N. $50^{\circ}57'17''$ W. 725.00 feet, thence N. $69^{\circ}41'17''$ W. 625.70 feet, thence N. $0^{\circ}5'17''$ W. 72.69 feet to a point on the North line of said South one-half of the Southeast Quarter, thence N. $89^{\circ}54'43''$ E. along North line 2184.81 feet to the point of beginning, LESS AND EXCEPT right-of-way of State Road S-542, and LESS AND EXCEPT the East 30 feet of the South 866.9 feet of the Southeast Quarter of the Southeast Quarter of said Section 25 for road. **TRACT #6:** That part of the Northeast Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, described as: Beginning at the Northeast corner of Section 36, run thence South along the East boundary of Section 36 a distance of 533.80 feet to its intersection with the centerline of a canal, thence run S. $69^{\circ}50'30''$ W. along said centerline of canal a distance of 2823.3 feet, more or less, to its intersection with the West boundary of said Northeast Quarter, thence run North along the West boundary of said Northeast Quarter to the Northwest corner of the Northeast Quarter, thence run Easterly along the North boundary of said Northeast Quarter of Section 36 a distance of 2642.28 feet to the point of beginning, SUBJECT to right-of-way over the East 30 feet thereof.

Exhibit IV.B



Ariana Lake
AUBURNDALE
Pop. 5,388

LAKE ALFRED
Pop. 2,847

Lake Henry

Lake Rochelle

Lake Fannie

Lake Hamilton

Lake Howard

WINTER HAVEN
Pop. 18,196

DUNDEE
Pop. 1,600

LAKE ELOISE

LAKE WINTERSET

LAKE RUBY

LAKE GARFIELD

ALTURAS

LAKE WILES M.A.

EXHIBIT III.B.1

WATER TARIFF

GARDEN GROVE WATER COMPANY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

GARDEN GROVE WATER COMPANY, INC.
NAME OF COMPANY

3601 CYPRESS GARDENS ROAD

WINTER HAVEN, FL 33884

(ADDRESS OF COMPANY)

(941) 324-4319

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JOHN G. WOOD, JR.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

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Territory Served	3.0

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - POLK

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

JOHN G. MOOR, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDLegal Description

Begin at an intersection of the northerly right of way line of Seaboard Coastline Railroad and the north south center of section line of Section 9, Township 29 South, Range 26 East, Polk County, Florida; thence north along said center of section line to the northerly right of way line of Eloise Loop Road; thence southeasterly along said northerly right of way line to the west boundary of U.S. Government Lot 4, Section 9, Township 29 South, Range 26 East; thence north along said west boundary to the north boundary of said U.S. Government Lot 4; thence east along said north east, north, east, northeasterly, northerly, and westerly along said boundary to the waters of Lake Eloise thence south, southeasterly, south, east, north, east, northeasterly, northerly, and westerly along said waters edge to its intersection with the west boundary of the east half of U.S. Government Lot 3 in Section 3, Township 29 South, Range 26 East; thence run north along the said west boundary to the northwest corner of said east half of U.S. Government Lot 3; thence continuing north along the west boundary of U.S. Government Lot 3 (E1/2 of SW1/4), Section 34, Township 28 South, Range 26 East, to the northwest corner of said U.S. Government Lot 3; thence continuing north to the northwest corner of northeast quarter of the northwest quarter of said Section 34, Township 28 South, Range 26 East; thence west along the north boundary of said northwest quarter of Section 34 to the waters of Lake Otis; thence northerly along said waters to an intersection with the north boundary of the southwest quarter of Section 27, Township 28 South, Range 26 East; thence east along said north boundary of the southwest quarter of Section 27 to the waters of Lake Link; thence southerly, easterly and northerly along said waters to the aforesaid north boundary of the southwest quarter of Section 27; thence east along said north boundary of the southeast quarter of Section 27 to the northwest corner of the southeast quarter of said Section 27; thence east along the north boundary of the southwest quarter of Section 27 to the northwest corner of the southwest quarter of said Section 27; thence east along the north boundary of the southwest quarter of Section 26, Township 28 South, Range 26 East; thence east along the north boundary of said southwest quarter of Section 26 to the southwest corner of the northeast quarter of said Section 26; thence north along the west boundary of said northeast quarter of Section 26 to the centerline of Dundee Road (SR 542); thence east along said centerline of Dundee Road to the east right of way line of Carl Floyd Road; thence south

JOHN G. MOORE, JR.
ISSUING OFFICERVICE PRESIDENT
TITLE

WATER TARIFF

(Continued from Sheet No.3.1)

along said east right of way line of Carl Floyd Road to the north right of way line of Executive Road; thence east along said north right of way line and easterly extension thereof to an intersection with the southerly extension of the centerline of Country Club Road; thence north along said southerly centerline extension to an intersection with the centerline of Dundee Road; thence easterly along said centerline of Dundee Road to the east boundary of Section 25, Township 28 South, Range 26 East; thence north along said east boundary of Section 25 to the southeast corner of Section 24, Township 28 South, Range 26 East; thence north along the east boundary of said Section 24 to the north boundary of Section 19, Township 28 South, Range 27 East; thence east along said north boundary of Section 19 to the east boundary of said Section 19; thence south along said east boundary of Section 19 to the northwest corner of the southwest quarter of Section 20, Township 28 South, Range 27 East; thence east along the north boundary of said southwest quarter of Section 20 to the east boundary of said southwest quarter; thence south along said east boundary of the southwest quarter to the south boundary of said southwest quarter; thence run south along the center of said Section 29 to the south quarter corner and continue south to the southwest corner of the southwest quarter of the northeast quarter of Section 32, Township 28 South, Range 27 East; thence run east along the south boundary of the said northwest quarter of the northeast quarter to the westerly right of way of U.S. Highway 27; thence run southerly along the said westerly right of way of U.S. Highway 27 to its intersection with the south boundary of Section 5, Township 29 South, Range 27 East; thence west along said south boundary to the southwest corner of said Section 5; thence south along the east boundary of Section 7 and 18, Township 29 South, Range 27 East to the northeast corner of Section 19, Township 29 South, Range 27 East; thence continue south to the southeast corner of the north half of said Section 19; thence west along the south boundary of said north half to the southeast corner of the north half of Section 24 and 23, Township 29 South, Range 26 East; thence continue west along the south boundary of said north half of the southwest corner of the northwest quarter of said Section 23; thence continue east along the south boundary of the northeast quarter of Section 22, Township 29 South, Range 26 East to an intersection with the north right of way line of Seaboard Coastline Railroad; thence north along said northerly

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY: GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

right of way to the POINT OF BEGINNING. Less and except the Orchid Springs Franchise, described as follows, to-wit: TRACT A: Starting at the NE corner of Section 35, Township 28 South, Range 26 East, run thence S. $0^{\circ} 22'$ East along the East boundary of Section 35 a distance of 500.8 feet to a concrete marker for the point of beginning; run thence S. $0^{\circ} 22'$ East along the East boundary of Section 35 a distance of 1414.2 feet; thence N. $89^{\circ} 44'$ East a distance of 560 feet; thence N. $33^{\circ} 58'$ East a distance of 1000 feet; thence N. $40^{\circ} 11'$ West a distance of 1826.13 feet; thence N. $60^{\circ} 57'$ West a distance of 467 feet to the Easterly right-of-way boundary of State Road 542; thence S. $29^{\circ} 03'$ West along the Easterly right-of-way of State Road 542 a distance of 1195 feet; thence N. $89^{\circ} 44'$ East a distance of 1038.76 feet to the Point of Beginning, and TRACT B: North 420 feet of the South 749.20 feet of the NE- $\frac{1}{4}$ of Section 35, Township 28 South, Range 26 East, lying East of the right-of-way of State Road S-542, containing approximately 11.16 acres, and also described as: That part of the North 420 feet of the South 749.20 feet of Lots 1 and 2 of Florida Highland Company's Subdivision of Section 35, Township 28 South, Range 26 East, as recorded in Plat Book 3A, at page 27, of the public records of Polk County, Florida, lying East of the above-described property which was closed as a road by Polk County Commissioners. Resolution recorded in Official Records Book 1067, page 823. Tract #1: That part of Lot 2 lying Northwesternly of the right-of-way of State Road 542 in Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying and being in the NE- $\frac{1}{4}$ of the NE- $\frac{1}{4}$ of Section 35, Township 28 South, Range 26 East, Polk County, Florida. TRACT #2: All that part of Lots 3, 9 and 17 of said Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying Northernly of a line described as follows: Starting at the corner common to Sections 25, 26, 35 and 36, Township 28 South, Range 26 East, Polk County, Florida, run thence N. $89^{\circ} 46'$ E. along the South boundary of said Section 25 a distance of 148.78 feet for the point of beginning; thence run N. $40^{\circ} 11'$ W. a distance of 303.13 feet, thence N. $60^{\circ} 57'$ W. a distance of 467 feet to a concrete marker located on the Easterly right-of-way boundary of State Road 542 at a point 459.05 feet North and 454.77 feet West of the common corner above described for the end of said line. SUBJECT to rights-of-way as

JOHN G. WOOD, JR.
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VICE PRESIDENT
TITLE

NAME OF COMPANY: GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.3)

of record and/or in use. **TRACT #3:** Lot 6, of Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying and being in the Southeast Quarter of the Northeast Quarter of Section 35, Township 28 South, Range 26 East; AND That part of the Northwest Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, described as: Starting at the Northwest corner of Section 36, Township 28 South, Range 26 East, run thence North $89^{\circ} 46'$ East along the North boundary of Section 36 a distance of 148.78 feet for the point of beginning; thence run South $49^{\circ} 11'$ E. a distance of 1523.0 feet, thence South $33^{\circ} 58'$ W. a distance of 1000.0 feet, thence South $89^{\circ} 44'$ W. a distance of 560 feet to the West boundary of Section 36, thence South $0^{\circ} 22'$ East along the Section line a distance of 464.95 feet to a point 200.04 feet Northerly of the Southwest corner of the Northwest Quarter of Section 36, thence run North $69^{\circ} 50' 30''$ E. along the centerline of a canal a distance of 683.83 feet, thence North $33^{\circ} 58'$ E. a distance of 1296.18 feet, thence North $40^{\circ} 11'$ W. a distance of 1506.60 feet to a point on the North boundary of Section 36, thence run South $89^{\circ} 46'$ W. Along the said North boundary of Section 36 a distance of 260.89 feet to the point of beginning. **SUBJECT** to rights-of-way as of record and/or in use. (37.1). **TRACT #4:** All that part of the Northwest Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, lying Easterly and Northerly of a line described as: Starting at the Northwest corner of Section 36, run thence North $89^{\circ} 46'$ East along the North boundary of Section 36, a distance of 409.67 feet for the point of beginning of said line; run thence South $40^{\circ} 11'$ East a distance of 1506.60 feet, thence South $33^{\circ} 58'$ West a distance of 1296.18 feet to the centerline of a canal, thence run North $69^{\circ} 50' 30''$ East along the centerline of said canal a distance of 2139.4 feet, more or less, to its intersection with the East boundary of said Northwest Quarter of Section 36, for the end of said line. **SUBJECT** to rights-of-way as of record and/or in use. **TRACT #5:** The South one-half of the Southeast Quarter of Section 25, Township 28 South, Range 26 East, Polk County, Florida, **LESS AND EXCEPT:** Begin at the Northeast corner of said South one-half of the Southeast Quarter and run S. $0^{\circ} 19' 17''$ E. along the East line of said South one-half of the Southeast Quarter a distance of 457.10 feet, thence N. $88^{\circ} 44' 17''$ W. 108.15 feet, thence S. $52^{\circ} 15' 43''$ W. 476.63 feet, thence S. $0^{\circ} 5' 17''$ E.

JOHN G. WOOD, JR.
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WATER TARIFF

(Continued from Sheet No. 3.4)

252.20 feet, thence S. 89°54'43" W. 138.00 feet, thence N. 0°5'17" W. 182.00 feet, thence N. 80°58'17" W. 419.00 feet, thence N. 50°57'17" W. 725.00 feet, thence N. 69°41'17" W. 625.70 feet, thence N. 0°5'17" W. 72.69 feet to a point on the North line of said South one-half of the Southeast Quarter, thence N. 89°54'43" E. along North line 2184.81 feet to the point of beginning, LESS AND EXCEPT right-of-way of State Road 5-542, and LESS AND EXCEPT the East 30 feet of the South 866.9 feet of the Southeast Quarter of the Southeast Quarter of said Section 25 for road. TRACT #6: That part of the Northeast Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, described as: Beginning at the Northeast corner of Section 36, run thence South along the East boundary of Section 36 a distance of 533.80 feet to its intersection with the centerline of a canal, thence run S. 69°50'30" W. along said centerline of canal a distance of 2823.3 feet, more or less, to its intersection with the West boundary of said Northeast Quarter, thence run North along the West boundary of said Northeast Quarter to the Northwest corner of the Northeast Quarter, thence run Easterly along the North Boundary of said Northeast Quarter, thence run Easterly along the North Boundary of said Northeast Quarter of Section 36 a distance of 2642.28 feet to the point of beginning, SUBJECT to right-of-way over the East 30 feet thereof.

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TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" -
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

JOHN G. WOOD, JR.
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NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

JOHN G. MOOR, JR.
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INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

JOHN G. WOOD, JR.
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NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

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(Continued from Sheet No. 6.0)

	Sheet Number	Page Number
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Protection of Company's Property	8.0	12.0
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Termination of Service	9.0	18.0
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TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.

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

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

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

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

JOHN S. MOORE, JR.
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NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

9.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

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

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

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

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
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NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

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

JOHN G. WOOD, JR.
ISSUING OFFICER

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NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

JOHN G. WOOD, JR.
ISSUING OFFICER

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NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

JOHN A. MOORE, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

RATE -

<u>Base Facility Charge</u>		
5/8" Meter	\$	3.31
1" Meter		8.28
1 1/2" Meter		16.55
2" Meter		26.48
3" Meter		57.93
4" Meter		99.30
6" Meter		206.88
8" Meter		297.90

Consumption Charge (Per Thousand Gallons)

All Consumption
(Per Thousand Gallons) \$.72

- MINIMUM CHARGE - Varies based on meter size.
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE - MAY 14, 1996
- TYPE OF FILING - GRANDFATHER CERTIFICATE

JOHN G. MOON, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - MonthlyRATE -

<u>Base Facility Charge</u>		
5/8" Meter	\$	3.31
1" Meter		8.28
1 1/2" Meter		16.55
2" Meter		26.48
<u>Consumption Charge (Per Thousand Gallons)</u>		
1st 25,000 Gallons	\$.72
Next 35,000 Gallons		.90
Over 60,000 Gallons		1.08

MINIMUM CHARGE - Varies based on meter size.TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.EFFECTIVE DATE - MAY 14, 1996TYPE OF FILING - GRANDFATHER CERTIFICATEJOHN G. WOOD, JR.
ISSUING OFFICERVICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$ 40.00	\$ 50.00
1"	<u>40.00</u>	<u>100.00</u>
1 1/2"	<u>40.00</u>	<u>100.00</u>
Over 2"	<u>2 mos. avg.</u>	<u>2 mos. avg.</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of November each year.

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

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

EFFECTIVE DATE - MAY 14, 1996

TYPE OF FILING - GRANDFATHER CERTIFICATE

JOHN G. MOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 15.0

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - The utility may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

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.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>10.00</u>
Normal Reconnection Fee	\$ <u>10.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>N/A</u>
Temporary Disconnection Fee	\$ <u>25.00</u>

EFFECTIVE DATE - MAY 14, 1996

TYPE OF FILING - GRANDFATHER CERTIFICATE

JOHN G. WOOD, JR.
ISSUING OFFICERVICE PRESIDENT
TITLE

Name of Company: Garden Grove Water Company, Inc.

Water Tariff

(Continued from Sheet 16.0)

TEMPORARY DISCONNECT FEE

If a customer requests a temporary disconnection of service, there is a one time charge of \$25.00. This charge includes disconnecting and reconnecting the service. The customer must have service disconnected for a period of at least four months, but not longer than twelve months to qualify as a temporary disconnection.

After twelve months, the customer's account is reactivated and will be billed the minimum monthly charge plus consumption. The customer is not billed a monthly charge for the months the service is disconnected.

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.
 WATER TARIFF

ORIGINAL SHEET NO. 17.0

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

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

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

EFFECTIVE DATE - 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.

WATER TARIFF

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JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

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

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RECEIVED FROM				CASH	11527
SERVICE ADDRESS				CHECK	
AS A DEPOSIT	LOT	BLK.	UNIT		
AND / 100 DOLLARS				ACCT.	DATE
THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE, AND IS REDEEMABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREON.	To guarantee the payment of any and all indebtedness for water and sewer service which may be or become due to Garden Grove Water Co., Inc. (hereinafter called the company) by said customer, customer agrees that such deposit or any part thereof may be applied by the company at any time in satisfaction of said guarantee. That after such application remainder thereof may be applied in discharge of any indebtedness of the customer to the company whatsoever and that the company may use said deposit as if the company were the absolute owner thereof. Upon discontinuance of any or all services covered by the deposit, and the presentation of this receipt and proper identification, the company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amounts then due the company.				TOTAL AMOUNT RECEIVED
	This deposit shall not preclude the company from discontinuing for nonpayment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.				\$

CUSTOMER COPY

GARDEN GROVE WATER CO., INC.

BY _____

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

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

I _____ request Utility Service
First Name Middle Name Last Name
From Garden Grove Water Company at; _____
(Service Location)

Send Bills to : _____

Identification Presented : D.L. # _____ State _____
SS # _____

Telephone
Number _____
Deposit # _____

Deposit Amount : _____

_____ Date

_____ Signature

Employer's Name _____

Phone Number _____

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

GARDEN GROVE WATER CO., INC.
3601 Cypress Gardens Road
Winter Haven, Fla. 33884
Phone 324-4319

06626

Customer Request For New Service

Operating District _____ Acct. No. _____ Date _____

Customer's Name _____ Owner's Name _____

Mailing Address _____ Mailing Address _____

Job Location: Street & No. _____ Lot No. _____ Block No. _____

Subdivision _____ Tax District _____ Unit or Section No. _____

Service Requested by _____ (Date) _____ Meter Size _____

CUSTOMER CHARGES

	Water	Sewer	Total
Connection Fee	\$ _____	\$ _____	\$ _____
A.F.P. I	_____	_____	_____
Installation Fee	_____	_____	_____
TOTAL	_____	_____	_____

TYPE OF SERVICE

	Water	Sewer
Res.	_____	_____
Comm.	_____	_____
Other	_____	_____
No. of Bathrooms	_____	
Irrigation System	_____	
Other Special Circumstances	_____	

I agree to take water and/or sewer service from Garden Grove Water Co., Inc., in accordance with the appropriate rate schedule and in accordance with Company Rules and Regulations, or any superseding rate schedule and/or Rules and Regulations.

Date _____, 19 _____

Signed _____
(Customer)

Order Taken By _____

BILLING DEPT.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

GARDEN GROVE WATER CO., INC.
324-4319

DATE FROM	DATE TO	SERVICE ADDRESS		
PREVIOUS READING	CURRENT READING	CONSUMED	SC	NET AMOUNT

ADDRESS
CORRECTION
REQUESTED
BE TURN
POSTAGE
GUARANTEED

POSTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
WINTER HAVEN, FL
33884
PERMIT NO. 38

DUE DATE	ACCOUNT NUMBER

MAIL TO:

ACCOUNT NUMBER	PAY THIS AMOUNT	DUE DATE

PAY THIS AMOUNT
ON OR BEFORE DUE DATE

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

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

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JOHN G. WOOD, JR.
 ISSUING OFFICER

VICE PRESIDENT
 TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

1.0 ACCEPTANCE OF FACILITIES

Primary determination as to whether Garden Grove Water Company's water service may be supplied to any development will be made based on:

(1) Adequacy of existing system to meet projected needs and ensure acceptable service to existing customers, and

(2) The proposed addition must support itself and not create a financial burden to existing customers.

No addition to the water system will be accepted that does not meet this criteria.

2.0 AVAILABILITY

The provisions of this policy are available to all customers and potential customers within the Service Area of the Company.

3.0 CONSTRUCTION OF OVERSIZED FACILITIES

The system must be adequate to serve the immediate and projected needs of the development. The Company will participate in oversizing for overall system betterment. The Company may reimburse the Developer for the documented cost differential directly attributable to oversizing or additional facilities of benefit only to Garden Grove Water Company, Inc.

4.0 CUSTOMER CONNECTION

All meters shall be installed by the Company based on the approved meter installation fees.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WATER TARIFF

(Continued from Sheet No 24.0)

5.0 CUSTOMER INSTALLATION

The Developer is responsible for all installations within or adjacent to his development, including extending lines to connect to the existing distribution system, except for portions of individually metered service installations.

6.0 COST RECORDS AND "AS-BUILT" PLANS

A certified cost breakdown by main size must be supplied with supporting documentation (e.g. contracts, cancelled checks, etc.) The cost breakdown will be used to determine the value of the Contribution-in-aid-of-construction.

Completed engineering plans (2 sets) prepared by an engineer registered in the State of Florida shall be supplied to the Company for final review and approval. Plans are to be fully dimensioned with approved subdivision and street names, lot numbers and street addresses, and complete water system indicated thereon. Approval will be valid for a period of one year from approval date. If construction has not commenced after one year, plans must be resubmitted.

7.0 EASEMENTS AND RIGHT-OF-WAY

All distribution facilities will be located in road right-of-ways or dedicated easements. Utility easements for system maintenance/operation shall be given by owner or owners.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.
WATER TARIFF

(Continued from Sheet No 24.1)

8.0 INSPECTIONS

Garden Grove Water Company, Inc. inspectors may inspect all construction, installation, or materials. Notification must be given by the contractor at least 2 days before his work commences. Inspectors are not authorized to revoke, alter or waive any requirement, but are authorized to call the contractor's attention to any violation. Inspectors may reject materials or suspend work until issues or conflicts can be resolved by the Utility Director.

Inspectors shall not in any case perform work for the contractor or interfere with work management. Any advise given shall in no way be considered as binding to the Company or release the contractor from any requirement of the plans or specifications.

9.0 OBLIGATION OF DEVELOPER

Submission of preliminary concept plan to the Company for review. If service from the Company water system is feasible, progress with the following procedures:

- (a.) Engineering plan must be submitted to the Company for review of system layout.
- (b.) Final plan showing water system submitted to the Company for approval, and Florida D.E.R. approval obtained by the engineer.
- (c.) Formal application for water service must be made by the owner/developer.
- (d.) Water system installation will be by the developer's contractor to the Company's specifications, subject to Company inspection.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WATER TARIFF

(Continued from Sheet No 24.2)

9.0 OBLIGATION OF DEVELOPER (contined)

- (e.) Utility easements for system maintenance/opertion shall be given by the owner or owners.
- (f.) Final "as built" plan must be submitted before final acceptance by the Company.
- (g.) A cerfited cost breakdown by main size must be supplied with supporting documentation.
- (h). After final acceptance absolute title of all pipe, valves, hydrants and other appurtenances will be vested in and be the sole property of the Company.

10.0 OBLIGATIONS OF THE COMPANY

As provided in this Policy, the Company's obligations are to extend its existing facilities within its Service Area, and to provide service to all customers within its Service Area under the terms and conditions herein.

11.0 SYSTEM DESIGN AND CONSTRUCTION

If the Company agrees to provide service, a fully dimensioned plan (2 sets) shall be provided to the Utility Director for review. This plan shall also indicate proposed storm and sanitary facilities. If proposed unit is an initial phase, overall property development must be submitted.

The system must be adquate to serve the immediate and projected needs of the development. Any oversizing for overall system betterment will be noted.

Any extension necessary to connect the proposed development to the existing water system will also be included.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WATER TARIFF

(Continued from Sheet No.24.3)

12.0 TRANSFER OF CONTRIBUTED PROPERTY-BILL OF SALE

After final acceptance of the development absolute title of all pipe, valves, hydrants and other appurtenances will be vested in and be the sole property of the Company. a "Certificate of Dedication" will be signed at that time.

EXHIBIT III.B.2

WASTEWATER TARIFF

GARDEN GROVE WATER COMPANY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATERTARIFF

GARDEN GROVE WATER COMPANY, INC.
NAME OF COMPANY

3601 CYPRESS GARDENS ROAD

WINTER HAVEN, FL 33884

(ADDRESS OF COMPANY)

(941) 324-4319

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

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JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - POLK

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDLegal Description

Begin at an intersection of the northerly right of way line of Seaboard Coastline Railroad and the north south center of section line of Section 9, Township 29 South, Range 26 East, Polk County, Florida; thence north along said center of section line to the northerly right of way line of Eloise Loop Road; thence southeasterly along said northerly right of way line to the west boundary of U.S. Government Lot 4, Section 9, Township 29 South, Range 26 East; thence north along said west boundary to the north boundary of said U.S. Government Lot 4; thence east along said north boundary to the waters of Lake Eloise thence south, southeasterly, south, east, north, east, northeasterly, northerly, and westerly along said waters edge to its intersection with the west boundary of the east half of U.S. Government Lot 3 in Section 3, Township 29 South, Range 26 East; thence run north along the said west boundary to the northwest corner of said east half of U.S. Government Lot 3; thence continuing north along the west boundary of U.S. Government Lot 3 (E1/2 of SW1/4), Section 34, Township 28 South, Range 26 East, to the northwest corner of said U.S. Government Lot 3; thence continuing north to the northwest corner of northeast quarter of the northwest quarter of said Section 34, Township 28 South, Range 26 East; thence west along the north boundary of said northwest quarter of Section 34 to the waters of Lake Otis; thence northerly along said waters to an intersection with the north boundary of the southwest quarter of Section 27, Township 28 South, Range 26 East; thence east along said north boundary of the southwest quarter of Section 27 to the waters of Lake Link; thence southerly, easterly and northerly along said waters to the aforesaid north boundary of the southwest quarter of Section 27; thence east along said north boundary of the southwest quarter of Section 27 to the northwest corner of the southeast quarter of said Section 27; thence east along the north boundary of the southeast quarter of Section 26, Township 28 South, Range 26 East; thence east along the north boundary of said southwest quarter of Section 26 to the southwest corner of the northeast quarter of said Section 26; thence north along the west boundary of said northeast quarter of Section 26 to the centerline of Dundee Road (SR 542); thence east along said centerline of Dundee Road to the east right of way line of Carl Floyd Road; thence south

JOHN G. MOORE, JR.
ISSUING OFFICERVICE PRESIDENT
TITLE

NAME OF COMPANY: GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

along said east right of way line of Carl Floyd Road to the north right of way line of Executive Road; thence east along said north right of way line and easterly extension thereof to an intersection with the southerly extension of the centerline of Country Club Road; thence north along said southerly centerline extension to an intersection with the centerline of Dundee Road; thence easterly along said centerline of Dundee Road to the east boundary of Section 25, Township 28 South, Range 26 East; thence north along said east boundary of Section 25 to the southeast corner of Section 24, Township 28 South, Range 26 East; thence north along the east boundary of said Section 24 to the north boundary of Section 19, Township 28 South, Range 27 East; thence east along said north boundary of Section 19 to the east boundary of said Section 19; thence south along said east boundary of Section 19 to the northwest corner of the southwest quarter of Section 20, Township 28 South, Range 27 East; thence east along the north boundary of said southwest quarter of Section 20 to the east boundary of said southwest quarter; thence south along said east boundary of the southwest quarter to the south boundary of said southwest quarter; thence run south along the center of said Section 29 to the south quarter corner and continue south to the southwest corner of the southwest quarter of the northeast quarter of Section 32, Township 28 South, Range 27 East; thence run east along the south boundary of the said northwest quarter of the northeast quarter to the westerly right of way of U.S. Highway 27; thence run southerly along the said westerly right of way of U.S. Highway 27 to its intersection with the south boundary of Section 5, Township 29 South, Range 27 East; thence west along said south boundary to the southwest corner of said Section 5; thence south along the east boundary of Section 7 and 18, Township 29 South, Range 27 East to the northeast corner of Section 19, Township 29 South, Range 27 East; thence continue south to the southeast corner of the north half of said Section 19; thence west along the south boundary of said north half to the southeast corner of the north half of Section 24 and 23, Township 29 South, Range 26 East; thence continue west along the south boundary of said north half of the southwest corner of the northwest quarter of said Section 23; thence continue east along the south boundary of the northeast quarter of Section 22, Township 29 South, Range 26 East to an intersection with the north right of way line of Seaboard Coastline Railroad; thence north along said northerly

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY: GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

right of way to the POINT OF BEGINNING. Less and except the Orchid Springs Franchise, described as follows, to-wit: **TRACT A:** Starting at the NE corner of Section 35, Township 28 South, Range 26 East, run thence S. 0° 22' East along the East boundary of Section 35 a distance of 580.8 feet to a concrete marker for the point of beginning; run thence S. 0° 22' East along the East boundary of Section 35 a distance of 580.8 feet; thence N. 89° 44' East a distance of 560 feet; thence N. 33° 58' East a distance of 1000 feet; thence N. 40° 11' West a distance of 1826.13 feet; thence N. 60° 57' West a distance of 467 feet to the Easterly right-of-way boundary of State Road 542; thence S. 29° 03' West along the Easterly right-of-way of State Road 542 a distance of 1195 feet; thence N. 89° 44' East a distance of 1038.76 feet to the Point of Beginning, and **TRACT B:** North 420 feet of the South 749.20 feet of the NE-1/4 of the NE-1/4 of Section 35, Township 28 South, Range 26 East, lying East of the right-of-way of State Road S-542, containing approximately 11.16 acres, and also described as: That part of the North 420 feet of the South 749.20 feet of Lots 1 and 2 of Florida Highland Company's Subdivision of Section 35, Township 28 South, Range 26 East, as recorded in Plat Book 3A, at page 27, of the public records of Polk County, Florida, lying East of the right-of-way of State Road S-542. Also the 12-1/2 feet immediately-East of the above-described property which was closed as a road by Polk County Commissioners. Resolution recorded in Official Records Book 1067, page 823. **Tract #1:** That part of Lot 2 lying Northwesterly of the right-of-way of State Road #542 in Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying and being in the NE-1/4 of the NE-1/4 of Section 35, Township 28 South, Range 26 East, Polk County, Florida. **TRACT #2:** All that part of Lots 3, 9 and 17 of said Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying Northerly of a line described as follows: Starting at the corner common to Sections 25, 26, 35 and 36, Township 28 South, Range 26 East, Polk County, Florida, run thence N. 89° 46' E. along the South boundary of said Section 25 a distance of 148.78 feet for the point of beginning; thence run N. 40° 11' W. a distance of 303.13 feet, thence N. 60° 57' W. a distance of 467 feet to a concrete marker located on the Easterly right-of-way boundary of State Road #542 at a point 459.05 feet North and 454.77 feet West of the common corner above described for the end of said line. **SUBJECT** to rights-of-way as

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY: GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

of record and/or in use. **TRACT #3:** Lot 6, of Highland Company Subdivision, as recorded in Plat Book 3A, page 27, of the public records of Polk County, Florida, lying and being in the Southeast Quarter of the Northeast Quarter of Section 35, Township 28 South, Range 26 East; AND That part of the Northwest Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, described as: Starting at the Northwest corner of Section 36, Township 28 South, Range 26 East, run thence North 89° 46' East along the North boundary of Section 36 a distance of 148.78 feet for the point of beginning; thence run South 49° 11' E. a distance of 1523.0 feet, thence South 33° 58' W. a distance of 1000.0 feet, thence South 89° 44' W. a distance of 560 feet to the West boundary of Section 36, thence South 0° 22' East along the Section line a distance of 464.95 feet to a point 200.04 feet Northerly of the Southwest corner of the Northwest Quarter of Section 36, thence run North 69° 50' 30" E. along the centerline of a canal a distance of 683.83 feet, thence North 33° 58' E. a distance of 1296.18 feet, thence North 40° 11' W. a distance of 1506.60 feet to a point on the North boundary of Section 36, thence run South 89° 46' W. Along the said North boundary of Section 36 a distance of 260.89 feet to the point of beginning. **SUBJECT** to rights-of-way as of record and/or in use. (37.1). **TRACT #4:** All that part of the Northwest Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, lying Easterly and Northerly of a line described as: Starting at the Northwest corner of Section 36, run thence North 89° 46' East along the North boundary of Section 36, a distance of 409.67 feet for the point of beginning of said line; run thence South 40° 11' East a distance of 1506.60 feet, thence South 33° 58' West a distance of 1296.18 feet to the centerline of a canal, thence run North 69° 50' 30" East along the centerline of said canal a distance of 2139.4 feet, more or less, to its intersection with the East boundary of said Northwest Quarter of Section 36, for the end of said line. **SUBJECT** to rights-of-way as of record and/or in use. **TRACT #5:** The South one-half of the Southeast Quarter of Section 25, Township 28 South, Range 26 East, Polk County, Florida, LESS AND EXCEPT: Begin at the Northeast corner of said South one-half of the Southeast Quarter and run S. 0° 19' 17" E. along the East line of said South one-half of the Southeast Quarter a distance of 457.10 feet, thence N. 88° 44' 17" W. 108.15 feet, thence S. 52° 15' 43" W. 476.63 feet, thence S. 0° 5' 17" E.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY: GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.4)

252.20 feet, thence S. $89^{\circ}54'43''$ W. 138.00 feet, thence N. $0^{\circ}5'17''$ W. 182.00 feet, thence N. $80^{\circ}58'17''$ W. 419.00 feet, thence N. $50^{\circ}57'17''$ W. 725.00 feet, thence N. $69^{\circ}41'17''$ W. 625.70 feet, thence N. $0^{\circ}5'17''$ W. 72.69 feet to a point on the North line of said South one-half of the Southeast Quarter, thence N. $89^{\circ}54'43''$ E. along North line 2184.81 feet to the point of beginning, LESS AND EXCEPT right-of-way of State Road 5-542, and LESS AND EXCEPT the East 30 feet of the South 866.9 feet of the Southeast Quarter of the Southeast Quarter of said Section 25 for road. TRACT #6: That part of the Northeast Quarter of Section 36, Township 28 South, Range 26 East, Polk County, Florida, described as: Beginning at the Northeast corner of Section 36, run thence South along the East boundary of Section 36 a distance of 533.80 feet to its intersection with the centerline of a canal, thence run S. $69^{\circ}50'30''$ W. along said centerline of canal a distance of 2823.3 feet, more or less, to its intersection with the West boundary of said Northeast Quarter, thence run North along the West boundary of said Northeast Quarter to the Northwest corner of the Northeast Quarter, thence run Easterly along the North boundary of said Northeast Quarter of Section 36 a distance of 2642.28 feet to the point of beginning, SUBJECT to right-of-way over the East 30 feet thereof.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" -
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.
- 9.0 "POINT OF COLLECTION" - For wastewater systems, "point of collection" shall mean point at which the Company's piping, fittings, and valves connection with the customer's piping, fittings and valves.
- 10.0 "RATE" - Amount which the utility may charge for wastewater service which is applied to the customer's water consumption.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number</u>
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Adjustment of Bills	10.0	23.0
Applications.....	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing.....	9.0	15.0
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Evidence of Consumption.....	10.0	22.0
Extensions	8.0	6.0
Filing of Contracts	10.0	26.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	7.0	7.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	17.0
Policy Dispute	7.0	2.0
Protection of Company's Property	12.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0

(Continued to Sheet No. 6.1)

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number	Rule Number
Right of Way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	8.0	9.0
Unauthorized Connections - Wastewater	9.0	20.0

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

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

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.

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

- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

- 7.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

9.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

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

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

JOHN G. MOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.
- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.
- In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.
- A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the customer the base facility charge regardless of whether there is any usage.
- 16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

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

BILLING PERIOD - Monthly

RATE -

<u>Base Facility Charge</u>		
5/8" Meter		\$ 5.03
1" Meter		12.58
1 1/2" Meter		25.15
2" Meter		40.24
3" Meter		88.03
4" Meter		150.90
6" Meter		314.38
8" Meter		452.70

Consumption Charge (Per Thousand Gallons)
All Consumption
(Per Thousand Gallons) \$2.76

MINIMUM CHARGE - Varies based on meter size.

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

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

LEWIS S. MOORE, JR.
VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Monthly

RATE -

<u>Base Facility Charge</u>		\$20.97
5/8"	Meter	20.97
1"	Meter	20.97
1 1/2"	Meter	20.97
2"	Meter	20.97

MINIMUM CHARGE - \$20.97

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

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

SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$40.00</u>	<u>\$50.00</u>
1"	<u> </u>	<u> </u>
1 1/2"	<u> </u>	<u> </u>
Over 2"	<u> </u>	<u> </u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of November each year.

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

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

EFFECTIVE DATE - 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

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>10.00</u>
Normal Reconnection Fee	\$ <u>10.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (In lieu of disconnection)	\$ <u>N/A</u>
Temporary Disconnect Fee	\$ <u>25.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

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

(Continued from Sheet 15.0)

TEMPORARY DISCONNECT FEE

If a customer requests a temporary disconnection of service, there is a one time charge of \$25.00. This charge includes disconnecting and reconnecting the service. The customer must have service disconnected for a period of at least four months, but not longer than twelve months to qualify as a temporary disconnection.

After twelve months, the customer's account is reactivated and will be billed the minimum monthly charge plus consumption. The customer is not billed a monthly charge for the months the service is disconnected.

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 AVAIL. POLICY AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$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).....	\$	
All others-per front foot	\$	
Plan Review Charge	Actual Cost [1]	
Allowance For Funds Prudently Invested	\$Original Sheet	22.0/4.0 No. 16.2-16.9
<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

(Continued from Sheet No. 16.0)

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

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 OR LOTS OF 1.0 ACRE OR LESS	1.00	360	\$510	1.00	270	\$2,050
SINGLE FAMILY DETACHED UNITS OR LOTS OF MORE THAN 1.0 USABLE ACRE	1.50	540	\$765	1.00	270	\$2,050
RECREATION UNITS INCLUDING APARTMENTS, CONDOS, DECKERS, TRAILERS, ETC.	0.55	198	\$281	0.67	180	\$1,374
MOBILE HOMES OR LOTS OF LESS THAN 6,000 SQ. FT.	0.60	215	\$306	0.67	180	\$1,374
MOBILE HOMES OR LOTS OF 6,000 SQ. FT. OR MORE	1.00	360	\$510	1.00	270	\$2,050
PARK HOTEL, 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

NOTES:

(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 platfaced 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.

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

GARDEN GROVE WATER COMPANY, INC.
IMPACT FEE
"SUBMIT FOR RATE" FORM

APPLICANT'S NAME AND/OR BUSINESS NAME:

SERVICE ADDRESS:

TELEPHONE NUMBER:

TYPE OF SERVICE:

- WATER ONLY
 WATER AND SEWER

TYPE OF ESTABLISHMENT: (PLEASE CHECK ONE AND, WHERE APPLICABLE, PROVIDE THE ADDITIONAL INFORMATION REQUESTED.)

1. Appliance Store
Book Store
Camera and Hobby Shop
Card Shop
Gift Shop
Hardware Store
Jewelry Store
Paint Store
Record and Tape Store
Clothing Store
Travel Agency

2. Airport

Number of Passengers _____
Number of Employees _____

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

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

- [] 3. Assembly Hall, Auditorium and Movie Theater
 - [] With Food Service
 - [] Without Food Service
 - Number of Seats _____
- [] 4. Beauty Shop
Number of Stations _____
- [] 5. Barber Shop
Number of Chairs _____
- [] 6. Bowling Alley
 - [] With Food Service
 - [] Without Food Service
 - Number of Lanes _____
- [] 7. Car Wash
 - [] Customer Stall Type
 - [] Automatic and Drive Through
 - Square Footage _____
- [] 8. Houses of Worship
 - [] With Kitchen Facilities
 - [] Without Kitchen Facilities
 - Number of Seats _____
- [] 9. Clubs
 - [] Country or Golf
 - [] Swimming or Pool
 - [] Lodges and Fraternal Organizations
 - Number of Members _____
- [] 10. Cocktail Lounges
Number of Seats _____
- [] 11. Dental Office
Number of Wet Chairs _____

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

NAME OF COMPANY GARDEN GROVE WATER COMAPNY, INC.

WASTEWATER TARIFF

12. Department Store
Square Footage _____
13. Detention Center or Jail
Number of Beds _____
14. Dance Hall
 With Food Service
 Without Food Service
 Square Footage _____
15. Factories and Industry
 Without Showers & Without Industrial Waste
 With Showers & Without Industrial Waste
 Number of Shifts/Employees _____
16. Hospital
 Number of Beds _____
17. Hotel/Motel
 Without Food Service and/or Meeting Facilities
 With Food Service and/or Meeting Facilities
 Number of Rooms _____
18. Institutions
 Number of People _____
19. Commerical Laundry
 Square Footage _____
20. Laundromat
 Number of Units _____
21. Light Industrial Use Without Industrial Wastes
 Number of Employees _____
22. Nursing, Rest, and Boarding Homes
 Number of Beds _____

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

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

23. Office Building
 General Office
 Medical Office
Square Footage _____

24. Parks
 With Toilets
 without Toilets
Number of People _____

25. Restaurants
 Conventional
 Conventional-24 Hours
 Fast Food
Number of Seats _____

26. Service, Filing or Gas Station
Square Footage _____

27. School-Public Schools are Exempt
 Nursery, Kindergarten, Elementary,
and Junior High
 Senior High
 Boarding School

28. Stadium, Frontons, and Ballparks
Number of Seats _____

29. Supermarket or Grocery Store
Total Roofed Area Square Footage _____

30. Theater, Dinner
Number of Seats _____

31. Warehouse
 Without Water Closets
 With Water Closets
Square Footage _____

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 16.1.E

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

APPLICANTS SIGNATURE: _____

DATE: _____

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC
 WASTEWATER TARIFF

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS FRUDENTLY INVESTED
 CALCULATION OF CARRYING COST PER PERC PER MONTH:

1992

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.F.P.I. CHARGE:</u>
			13.26
JANUARY	6.64	6.62	26.52
FEBRUARY	13.28	13.24	39.79
MARCH	19.92	19.87	53.06
APRIL	26.57	26.49	66.32
MAY	33.21	33.11	79.58
JUNE	39.85	39.73	92.84
JULY	46.49	46.35	106.11
AUGUST	53.13	52.98	119.37
SEPTEMBER	59.77	59.60	132.63
OCTOBER	66.41	66.22	145.89
NOVEMBER	73.05	72.84	159.16
DECEMBER	79.70	79.46	

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

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

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS FRUDENTLY INVESTED
 CALCULATION OF CARRYING COST PER ERC PER MONTH:

1993

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.F.P.I. CHARGE:</u>
JANUARY	86.81	86.70	173.51
FEBRUARY	93.93	93.94	187.87
MARCH	101.05	101.18	202.23
APRIL	108.17	108.42	216.59
MAY	115.28	115.66	230.94
JUNE	122.40	122.90	245.30
JULY	129.52	130.14	259.66
AUGUST	136.64	137.37	274.01
SEPTEMBER	143.76	144.61	288.37
OCTOBER	150.87	151.85	302.72
NOVEMBER	157.99	159.09	317.08
DECEMBER	165.11	166.33	331.44

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

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

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS FRUIDENTLY INVESTED
 CALCULATION OF CARRYING COST PER BNC PER MONTH:

1994

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.P.P.I. CHARGE:</u>
			347.00
JANUARY	172.75	174.25	362.57
FEBRUARY	180.40	182.17	378.13
MARCH	188.04	190.09	393.70
APRIL	195.69	198.01	409.26
MAY	203.33	205.93	424.84
JUNE	210.98	213.86	440.40
JULY	218.62	221.78	455.97
AUGUST	226.27	229.70	471.53
SEPTEMBER	233.91	237.62	487.10
OCTOBER	241.56	245.54	502.66
NOVEMBER	249.20	253.46	518.23
DECEMBER	256.85	261.38	

JOHN G. WOOD, JR.
 ISSUING OFFICER

VICE PRESIDENT
 TITLE

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

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS FRUDENTLY INVESTED
 CALCULATION OF CARRYING COST PER ERG PER MONTH:

1995

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.F.P.I. CHARGE:</u>
JANUARY	265.07	270.06	535.13
FEBRUARY	273.30	278.73	552.03
MARCH	281.53	287.41	568.94
APRIL	289.76	296.08	585.84
MAY	297.98	304.76	602.74
JUNE	306.21	313.43	619.64
JULY	314.44	322.11	636.55
AUGUST	322.67	330.78	653.45
SEPTEMBER	330.89	339.46	670.35
OCTOBER	339.12	348.13	687.25
NOVEMBER	347.35	356.81	704.16
DECEMBER	355.58	365.48	721.06

JOHN G. WOOD, JR.
ISSUING OFFICER

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 WASTEWATER TARIFF

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS FRUDENTLY INVESTED
 CALCULATION OF CARRYING COST PER ERC PER MONTH:

1996

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.F.P.I. CHARGE:</u>
JANUARY	364.45	374.99	739.44
FEBRUARY	373.32	384.50	757.82
MARCH	382.19	394.01	776.20
APRIL	391.06	403.52	794.58
MAY	399.94	413.03	812.97
JUNE	408.81	422.54	831.35
JULY	417.68	432.05	849.73
AUGUST	426.55	441.56	868.11
SEPTEMBER	435.43	451.07	886.50
OCTOBER	444.30	460.58	904.88
NOVEMBER	453.17	470.09	923.26
DECEMBER	462.04	479.60	941.64

JOHN G. WOOD, JR.
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TITLE

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

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS FRUENTLY INVESTED
 CALCULATION OF CARRYING COST PER ERC PER MONTH:

1997

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.F.P.I. CHARGE:</u>
JANUARY	471.63	490.03	961.66
FEBRUARY	481.21	500.46	981.67
MARCH	490.80	510.89	1,001.69
APRIL	500.38	521.33	1,021.71
MAY	509.97	531.76	1,041.73
JUNE	519.55	542.19	1,061.74
JULY	529.14	552.62	1,081.76
AUGUST	538.72	563.06	1,101.78
SEPTEMBER	548.31	573.49	1,121.80
OCTOBER	557.89	583.92	1,141.81
NOVEMBER	567.48	594.35	1,161.83
DECEMBER	577.06	604.79	1,181.85

JOHN G. WOOD, JR.
 ISSUING OFFICER

VICE PRESIDENT
 TITLE

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

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS PRUDENTLY INVESTED
 CALCULATION OF CARRYING COST PER ERC PER MONTH:

1998

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.F.P.I. CHARGE:</u>
JANUARY	587.44	616.24	1,203.68
FEBRUARY	597.81	627.69	1,225.50
MARCH	608.18	639.15	1,247.33
APRIL	618.56	650.60	1,269.16
MAY	628.93	662.05	1,290.98
JUNE	639.30	673.50	1,312.80
JULY	649.68	684.96	1,334.64
AUGUST	660.05	696.41	1,356.46
SEPTEMBER	670.43	707.86	1,378.29
OCTOBER	680.80	719.32	1,400.12
NOVEMBER	691.17	730.77	1,421.94
DECEMBER	701.55	742.22	1,443.77

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

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

GARDEN GROVE WATER COMPANY
 ALLOWANCE FOR FUNDS FRUDENTLY INVESTED
 CALCULATION OF CARRYING COST PER ERC PER MONTH:

1999

<u>MONTH:</u>	<u>WASTEWATER TREATMENT FACILITY:</u>	<u>EFFLUENT DISPOSAL FACILITY:</u>	<u>TOTAL A.F.P.I. CHARGE:</u>
JANUARY	712.79	754.80	1,467.59
FEBRUARY	724.04	767.39	1,491.43
MARCH	735.28	779.97	1,515.25
APRIL	746.53	792.55	1,539.08
MAY	757.77	805.13	1,562.90
JUNE	769.02	817.71	1,586.73
JULY	780.27	830.29	1,610.56
AUGUST	791.51	842.88	1,634.39
SEPTEMBER	802.76	855.46	1,658.22
OCTOBER	814.00	868.04	1,682.04
NOVEMBER	825.25	880.62	1,705.87
DECEMBER	836.49	893.20	1,729.69

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 17.0

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT					
RECEIVED FROM				CASH	11529
				CHECK	
SERVICE ADDRESS	LOT	BLK	UNIT		
AS A DEPOSIT	AND / 100 DOLLARS			ACCT.	DATE
THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE, AND IS REDEEMABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREON.	To guarantee the payment of any and all indebtedness for water and sewer service which may be or become due to Garden Grove Water Co., Inc. (hereinafter called the company) by said customer, customer agrees that such deposit or any part thereof may be applied by the company at any time in satisfaction of said guarantee. That after such application remainder thereof may be applied in discharge of any indebtedness of the customer to the company whatsoever and that the company may use said deposit as if the company were the absolute owner thereof. Upon discontinuance of any or all services covered by the deposit, and the presentation of this receipt and proper identification, the company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amounts then due the company.				TOTAL AMOUNT RECEIVED
	This deposit shall not preclude the company from discontinuing for nonpayment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.				\$

CUSTOMER COPY

GARDEN GROVE WATER CO., INC.

BY _____

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

I _____ request Utility Service
First Name Middle Name Last Name

From Garden Grove Water Company at; _____
(Service Location)

Send Bills to : _____

Identification Presented : D.L. # _____ State _____

SS # _____

Telephone
Number _____

Deposit # _____

Deposit Amount : _____

Date

Signature

Employer's Name _____

Phone Number _____

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY GARDEN GROVE WATER COMPANY, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

GARDEN GROVE WATER CO., INC.
324-4319

DATE FROM	DATE TO	SERVICE ADDRESS		
PREVIOUS READING	CURRENT READING	CONSUMED	SC	NET AMOUNT

ADDRESS
CORRECTION
REQUIRED
RETURN
POSTAGE
GUARANTEED

PRE SORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
WINTER HAVEN, FL
33894
PERMIT NO. 38

DUE DATE	ACCOUNT NUMBER

MAIL TO

ACCOUNT NUMBER	PAY THIS AMOUNT	DUE DATE

PAY THIS AMOUNT
EXACT BEFORE DUE DATE

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 21.0

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

INDEX OF SERVICE AVAILABILITY

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Acceptance of Facilities.....	22.0	1.0
Availability.....	22.0	2.0
Construction of Oversized Facilities.....	22.0	3.0
Customer Connection (Tap-in).....	22.0	4.0
Customer Installation (Customer Maintained Lines).	22.1	5.0
Cost Records and 'As-Built' Plans.....	22.1	6.0
Design by Independent Engineers.....	N/A	N/A
Developer Agreements.....	N/A	N/A
Easements and Rights-of-Way.....	22.1	7.0
Extensions Outside Certificated Territory.....	N/A	N/A
General Information.....	N/A	N/A
Inspections.....	22.2	8.0
Obligations of Developer.....	22.2-22.3	9.0
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System Design and Construction.....	22.3	11.0
Transfer of Contributed Property - Bills of Sale..	22.4	12.0

JOHN G. WOOD, JR.
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

1.0 ACCEPTANCE OF FACILITIES

Primary determination as to whether Garden Grove Water Company's sewer service may be supplied to any development will be made based on:

(1) Adequacy of existing system to meet projected needs and ensure acceptable service to existing customers, and

(2) The proposed addition must support itself and not create a financial burden to existing customers.

No addition to the sewer system will be accepted that does not meet this criteria.

2.0 AVAILABILITY

The provisions of this policy are available to all customers and potential customers within the Service Area of the Company.

3.0 CONSTRUCTION OF OVERSIZED FACILITIES

The system must be adequate to serve the immediate and projected needs of the development. The Company will participate in oversizing for overall system betterment. The Company may reimburse the Developer for the documented cost differential directly attributable to oversizing or additional facilities of benefit only to Garden Grove Water Company, Inc.

4.0 CUSTOMER CONNECTION

All connections shall be installed by the Company based on the approved installation fees.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WASTEWATER TARIFF

(Continued from Sheet No 22.0)

5.0 CUSTOMER INSTALLATION

The Developer will be totally responsible for all installations within or adjacent to his property and costs incurred, expect for specifically designated oversizing.

6.0 COST RECORDS AND "AS-BUILT" PLANS

A certified cost breakdown by main size must be supplied with supporting documentation (e.g. contracts, cancelled checks, etc.) The cost breakdown will be used to determine the value of the Contribution-in-aid-of-construction.

Completed engineering plans (2 sets) prepared by an engineer registered in the State of Florida shall be supplied to the Company for final review and approval. Plans are to be fully dimensioned with approved subdivision and street names, lot numbers and street addresses, and complete sewer system indicated thereon. Approval will be valid for a period of one year from approval date. If construction has not commenced after one year, plans must be resubmitted.

7.0 EASEMENTS AND RIGHT-OF-WAY

All collection facilities will be located in road right-of-ways or dedicated easements. Utility easements for system maintenance/operation shall be given by owner or owners.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WASTEWATER TARIFF

(Continued from Sheet No 22.1)

8.0 INSPECTIONS

Garden Grove Water Company, Inc. inspectors may inspect all construction, installation, or materials. Notification must be given by the contractor at least 2 days before his work commences. Inspectors are not authorized to revoke, alter or waive any requirement, but are authorized to call the contractor's attention to any violation. Inspectors may reject materials or suspend work until issues or conflicts can be resolved by the Utility Director.

Inspectors shall not in any case perform work for the contractor or interfere with work management. Any advise given shall in no way be considered as binding to the Company or release the contractor from any requirement of the plans or specifications.

9.0 OBLIGATION OF DEVELOPER

Submission of preliminary concept plan to the Company for review. If service from the Company sewer system is feasible, progress with the following procedures:

- (a.) Engineering plan must be submitted to the Company for review of system layout.
- (b.) Final plan showing sewer system submitted to the Company for approval, and Florida D.E.R. approval obtained by the engineer.
- (c.) Formal application for sewer service must be made by the owner/developer.
- (d.) Sewer system installation will be by the developer's contractor to the Company's specifications, subject to Company inspection.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WASTEWATER TARIFF

(Continued from Sheet No 22.2)

9.0 OBLIGATION OF DEVELOPER (continued)

- (e.) Utility easements for system maintenance/opertion shall be given by the owner or owners.
- (f.) Final "as built" plan must be submitted before final acceptance by the Company.
- (g.) A cerfited cost breakdown by main size must be supplied with supporting documentation.
- (h.) After final acceptance absolute title of all pipe, valves, hydrants and other appurtenances will be vested in and be the sole property of the Company.

10.0 OBLIGATIONS OF THE COMPANY

As provided in this Policy, the Company's obligations are to extend its existing facilities within its Service Area, and to provide service to all customers within its Service Area under the terms and conditions herein.

11.0 SYSTEM DESIGN AND CONSTRUCTION

If the Company agrees to provide service, a fully dimensioned plan (2 sets) shall be provided to the Utility Director for review. This plan shall also indicate proposed storm and water facilities. If proposed unit is an initial phase, overall property development must be submitted.

The system must be adquate to serve the immediate and projected needs of the development. Any oversizing for overall system betterment will be noted.

Any extension necessary to connect the proposed development to the existing sewer system will also be included.

John G. Wood, Jr.
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Garden Grove Water Company, Inc.

WASTEWATER TARIFF

(Continued from Sheet No.22.3)

12.0 TRANSFER OF CONTRIBUTED PROPERTY-BILL OF SALE

After final acceptance of the development absolute title of all pipe, valves, hydrants and other appurtenances will be vested in and be the sole property of the Company. a "Certificate of Dedication" will be signed at that time.

96 OCT 29 PM 2:26
MAIL ROOM

GATLIN, WOODS & CARLSON
Attorneys at Law
a partnership including a professional association

The Mahan Station
1700-D Mahan Drive
Tallahassee, Florida 32308

TELEPHONE (904) 877-7191
TELEFAX (904) 877-9031

B. KENNETH GATLIN, P.A.
THOMAS F. WOODS
JOHN D. CARLSON
WAYNE L. SCHEFELBEIN

October 29, 1996

HAND DELIVERY
Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT TREAS. REC. DATE
D393 **OCT 29 '96**

RE: Application for Grandfather Certificates to
Provide Water and Wastewater Service in
Polk County by Garden Grove Water Company, Inc.

Dear Ms. Bayo:

On behalf of Garden Grove Water Company, Inc., enclosed herewith for filing are the following:

1. the original and five copies of its Application for Grandfather Certificates, with Exhibits;
2. one copy of the territory map (three pieces);
3. original and two copies of its proposed water tariffs;
4. original and two copies of its proposed wastewater tariffs;
5. Check No. 16315 in the amount of \$4,000 as payment of the application filing fee (for water, \$1,750 for wastewater.)

Please open a docket for processing this application.

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

Sincerely,
Wayne L. Schiefelbein
Wayne L. Schiefelbein

WLS/met
Enclosures

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

ggw
GARDEN GROVE WATER CO., INC.
3801 CYPRESS GARDENS RD. - WINTER HAVEN, FL 33884
PHONE (814) 304-8218

NO. 016315
CHECK DATE 10/14/96
CHECK NUMBER 16315

FOUR THOUSAND DOLLARS AND NO CENTS*****

TO THE ORDER OF
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee FL 32399 0850

PAY THIS AMOUNT
\$4,000.00

John D. Wood
AUTHORIZED SIGNATURE

WFB NATIONAL BANK OF FLORIDA
WINTER HAVEN, FLORIDA

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION

96 OCT 29 PM 2:26
MAIL ROOM

GATLIN, WOODS & CARLSON
Attorneys at Law
a partnership including a professional association

The Mahan Innon
1709-D Mahan Drive
Tallahassee, Florida 32308

TELEPHONE (904) 877-7191
TELEFAX (904) 877-9031

REYNOLD GATLIN, P.A.
THOMAS F. WOODS
JOHN D. CARLSON
WAYNE L. SCHEFFELBEIN

October 29, 1996

HAND DELIVERY
Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT TREAS. REC. DATE
D393 OCT 29 '96

RE: Application for Grandfather Certificates to
Provide Water and Wastewater Service in
Polk County by Garden Grove Water Company, Inc.

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4. original and two copies of its proposed wastewater tariffs;
5. Check No. 16315 in the amount of \$4,000 as payment of the application filing fee for water, \$1,750 for wastewater.)

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

Initials of person who forwarded check

Please open a docket for processing this application.

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

Sincerely,

Wayne L. Schiefelbein
Wayne L. Schiefelbein

WLS/met
Enclosures

ggw
GARDEN GROVE WATER CO., INC.
8801 OYRESS GARDENS RD. - WINTER HAVEN, FL 33884
PHONE (813) 264-4215

016315
CHECK DATE 10/14/96 CHECK NUMBER 16315

FOUR THOUSAND DOLLARS AND NO CENTS*****

TO THE ORDER OF
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee FL 32399 0850

PAY TO THE AMOUNT
\$4,000.00

John Willard
AUTHORIZED SIGNATURE

9008 NATIONAL BANK OF FLORIDA
WINTER HAVEN, FLORIDA