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PROFESSIONAL ASSOCIATION

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Reply to: Orlando

*Of Counsel*  
Jeffrey C. Fox, P.A.  
Vincent J. Grana<sup>7</sup>

April 26, 2002

**VIA FEDERAL EXPRESS**

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

Re: River Ranch – Polk County, Florida

020382-WS

To The Director:

On behalf of River Ranch Water Management, L.L.C., I have enclosed the following:

1. One (1) executed original of an Application for Transfer of Operating Certificates 603-W and 519-S for the River Ranch water and wastewater utilities;
2. Two (2) copies of same;
3. One (1) original and two (2) copies of proposed tariff sheets; and (sent to ECR/Brady)
4. Two (2) checks, each in the amount of \$1,500, as the transfer fees for the water and wastewater operating certificates, respectively.

1. Also admitted in Colorado  
2. Also admitted in New York  
3. Also admitted in Wisconsin  
4. Also admitted in Georgia  
5. Also admitted in Texas  
6. Also admitted in Minnesota  
7. Only admitted in the Province of Quebec

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

Initials of person who forwarded check:  
JBW

DOCUMENT NUMBER-DATE

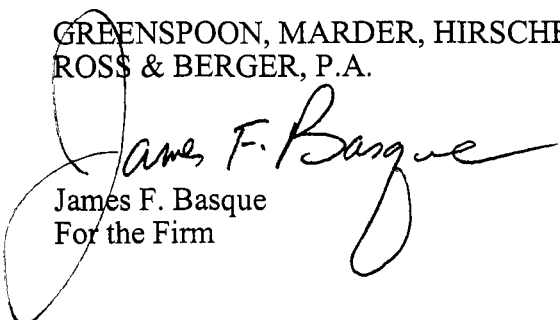
04668 APR 29 02

FPSC-COMMISSION CLERK

You may call me with any questions regarding the enclosed, or you may call the contact person listed in the application.

Respectfully submitted,

GREENSPOON, MARDER, HIRSCHFELD, RAFKIN,  
ROSS & BERGER, P.A.

  
James F. Basque  
For the Firm

JB:gj

cc: Bill Goaziou (w/enclosures)  
Mark Waltrip (w/enclosures)  
Michael Marder, Esq. (w/o enclosures)

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

020382-WS

The undersigned hereby makes application for the sale,  
assignment or transfer of (all ~~of~~ Watt) of Water Certificate No.  
603-W and/or Wastewater Certificate No. 519-S or facilities in  
RIVER RANCH, 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:

River Ranch Water Management, L.L.C.  
Name of utility  
( 407 ) 351-3351 Ext. 101 ( 407 ) 352-8935  
Phone No. Fax No.  
5601 Windhover Drive  
Office street address  
Orlando Florida 32819  
City State Zip Code  
\_\_\_\_\_  
Mailing address if different from street address  
\_\_\_\_\_  
Internet address if applicable

PSC/WAW 7 (Rev. 8/95)

DOCUMENT NUMBER DATE  
04668 APR 29 88  
FPSC-COMMISSION CLERK

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

Mark Waltrip or Harry Stecher (407) 351-3351 (Ext. 101)

Name Phone No.

5601 Windhover Drive

Street address

Orlando Florida 32819

City State Zip Code

C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

River Ranch Water Management, L.L.C.

Name of utility

( 407 ) 351-3351 Ext. 101 ( 407 ) 352-8935

Phone No.

Fax No.

5601 Windhover Drive

Office street address

Orlando Florida 32819

City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other: Florida limited liability company

(specify)

E) The date and state of incorporation or organization of the buyer:

Organized January 9, 2002 as a Florida limited liability company

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

N/A

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- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

River Ranch Water Management, L.L.C. is owned 100% by Central

Florida Investments, Inc., a Florida corporation located at

5601 Windhover Drive, Orlando, Florida 32819

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**PART II FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit 1 - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None

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- C) Exhibit 2 - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable: (note: Foreclosure Certificate of Title for entire **entire River Ranch Property is attached as Exhibit 2)**

(1) Purchase price and terms of payment.

(2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those

of nonregulated operations or entities.

- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit 3 - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit 4 - A statement describing the financing the purchase.
- F) Exhibit 5 - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- G) Exhibit 6 - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. \_\_\_\_\_ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

THE LOCATION OF THE BOOKS AND RECORDS ( )  
Name \_\_\_\_\_ Phone No. \_\_\_\_\_

IS UNKNOWN. APPLICANT HAS BEEN UNABLE TO LOCATE AFTER  
Street address \_\_\_\_\_

DILIGENT SEARCH  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

- J) Exhibit 7 - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit 8 - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit 9 - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

**PART III NOTICE OF ACTUAL APPLICATION**

- A) Exhibit (to be filed) - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or

counties in which the system or the territory proposed to be served is located;

- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit (to be filed) - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit (to be filed) - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV FILING FEE**

Indicate the filing fee enclosed with the application:

\$1,500.00 (for water) and \$1,500.00 (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 to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V      OTHER

- A) Exhibit 10 - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where 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) Exhibit 11 - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. Sample tariff(s) are attached.
- C) Exhibit 12 - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I MARK WALTRIP, as Chief Operating Officer (applicant) do solemnly swear or affirm that the facts stated in the forgoing 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.

**RIVER RANCH WATER MANAGEMENT, L.L.C.**

**BY: Central Florida Investments, Inc., Managing Member**

BY:

[Signature]  
Applicant's Signature

**MARK WALTRIP**

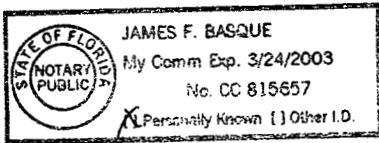
Applicant's Name (Typed)

**CHIEF OPERATING OFFICER**

Applicant's Title \*

Subscribed and sworn to before me this 15th day in the month of April in the year of 2002 by Mark waltrip who is personally known to me or produced identification

Type of Identification Produced



[Signature]  
Notary Public's Signature  
**JAMES F. BASQUE**

Print, Type or Stamp Commissioned Name of 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.

**EXHIBIT 1  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM A)**

Transfer of the Operating Certificates 603-W and 519-S to River Ranch Water Management, L.L.C. ("Applicant") is in the public interest because it will facilitate the reversal of several years of decline in the utility due to severe financial difficulties of prior owners. Applicant is wholly owned by Central Florida Investments, Inc. ("CFI") a Florida corporation.

Applicant intends to fulfill the commitments and obligations imposed upon the subject utilities by applicable law.

**EXHIBIT 2  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM C)**

Copy of foreclosure certificate of title for River Ranch utilities and other acquired property attached.

After Recording Return To:  
James F. Basque, Esq.  
Greenspoon, Marder, et. al.  
135 W. Central Blvd., Suite 1100  
Orlando, Florida 32801

IN THE CIRCUIT COURT OF  
THE EIGHTEENTH JUDICIAL  
CIRCUIT OF FLORIDA, IN  
AND FOR BREVARD COUNTY,  
FLORIDA

05-1999-CA-57677-XXXX-XX

INSTR # 2001216714 OR BK 4873 PG 1814 RECD 12/14/2001 08:42 AM  
RICHARD M. WEISS, CLERK OF COURT, POLK COUNTY  
DEPUTY CLERK S Wiggins

OCWEN FEDERAL BANK, FSB

Plaintiff,

VS.

RIVER RANCH AMERICA  
RESORTS, INC. et. al.,

Defendants.

CERTIFICATE OF TITLE

The undersigned Clerk of Court certifies that he/she executed and filed a Certificate of Sale in this action on November 14, 2001, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Brevard County, Florida:

SEE EXHIBIT 1 ATTACHED HERETO

Sold To: WESTGATE RESORTS, LTD.  
5601 WINDHOVER DRIVE  
ORLANDO, FL 32819

WITNESS my hand and the seal of the Court on this 27th day of November, 2001.

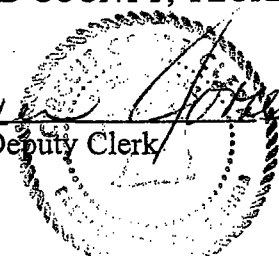
SCOTT ELLIS, CLERK  
BREVARD COUNTY, FLORIDA

(Seal)



CFN:2001259508 11-27-2001 03:26 pm  
OR Book/Page: 4469 / 2337

By: *[Signature]*  
Deputy Clerk



**Scott Ellis**  
Clerk Of Courts, Brevard County  
#Pgs: 15 #Names: 3  
Trust: 0.00 Rec: 0.00 Serv: 0.00  
36,057.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the above is a  
true copy of the original filed in this office  
SCOTT ELLIS, Clerk of Circuit and County Court  
Dated 11/27/01 By: *[Signature]*



## EXHIBIT 1

As used herein, the term "Debtor" shall mean and include the terms River Ranch American Resorts, Inc., "Mortgagor," "Grantor" and "Borrower"; and the term "Secured Party" shall mean and include the terms "Lender," "Beneficiary" and "Creditor."

This Exhibit refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the acquisition or refinancing, repair, ownership, management, and operation of River Ranch (the "Project"), located in Polk County, State of Florida.

1. All materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "B" (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.

2. All buildings, improvements and tenements now or hereafter erected on the Property, and all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, rights, appurtenances, rents (subject however to the assignment of rents to the Lender), royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants.

3. All of the walks, fences, driveways, apparatus, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement ("Instrument") of even date herewith executed by Debtor, as trustor, for the benefit of Secured Party, as beneficiary.



4. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (a) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power; (b) any change or alteration of the grade of any street or (c) any other injury or decrease in the value of the Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give property receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Instrument.

5. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.

6. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

7. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contracts pertaining to the construction, development, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.

8. All of Debtor's rights, title and interest in and to any and all other contracts written or oral, expressed or implied, now existing or hereafter entered into or arising, in any matter related to the Property, including any and all deposits, prepaid items and payments due and to become due thereunder and including franchise rights, service contracts, purchase contracts, advertising contracts, purchase orders and equipment leases; but reserving to Debtor the use and benefit of all such contracts, deposits, prepaid items, payments and proceeds, unless and until Debtor defaults under the Loan Documents. Notwithstanding the foregoing.



Secured Party will not be bound by any of Debtor's obligations under any of the foregoing contacts unless and until Secured Party elects or assumes them in writing.

9. All intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of the Debtor relating to the Project, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, State of Florida Alcoholic Beverage License No. BEV-6300590 4COP, liens and causes of action; warranties and guarantees. Provided, however, that the security interest granted herein shall not include any of the foregoing which do not relate to the operation of the Project.

10. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

11. The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.

12. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials owned by the Debtor and located on the Property.

13. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above, but not including sale proceeds of a permitted transfer of the Project.

14. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor in connection with the Project.

15. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

16. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Property and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever both at law and in equity, of the Borrower of, in and to the Property and every part and parcel thereof, with the appurtenances thereto.





17. Any of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.

18. Any of the above which may become fixtures by virtue of attachment to the Property.

19. The record owner of the Property described in Exhibits "A" and "B" attached hereto is Property located in Polk County, Florida: RIVER RANCH AMERICAN RESORTS, INC., a Florida corporation.



CFN:2001259508

OR Book/Page: 4469 / 2341

## EXHIBIT A - RIVER RANCH EQUIPMENT INVENTORY

Tractor	Massey Ferguson	396	9130-B18280
Tractor	Massey Ferguson	1205	E-03905
Mower	Wood	RM 360-1	609115
Mower	Toro	112	391255
Blower	Stihl	BR-400	
Blower	Echo	PB-2100	
Blower	Echo	PB-2100	
Weedeater	Stihl	FS-80	
Weedeater	Echo	SRM-2400	
Weedeater	Echo	SRM-2400	
Weedeater	Echo	SRM-2400	
Edger	Echo	PE-2400	
Edger	Echo	PE-2400	
Mower	Bush Hog	3615	12-01928
Van (brown)	Ford	1983 yr.	IFTDE14GXDHA23065
Fire Truck	Ford	1967 yr.	
Table Saw	Craftsman	113.29875	89265PO291
Pole Saw	Echo	SRS-2400	1047
Radial Arm Saw	Sears	858	
Air Compressor			
Air Compressor		VT623.300 AJ	
Pump		VT470200KB	
Pressure Washer		WGC2230	
Fairway Mower	Ransome 250	94500	9450010109
Triplex Mower	Ransome GP160	898850C	97014776
Groom Master	Cushman	898922A	96011363
Turf Truckster	Cushman	898632B	96010145
Turf Master	Cushman 160	893290	A97100893
Tractor	Massey Ferguson	MF240	3188
Progressive	TD65	9832277	
Pull Tank			L881144
Grounds Master	Toro (322-D)	30782	60884
Spreader	Earthway	C2200APP	
GM 3000	Toro		
Wheelgrinder	Neary		
Wheelgrinder	Sears		
Power Drill Press	Guardian	BDM-58-55	15186
Amp welder	Dayton	32562	
Battery Tester			
Tire Changer			
Truckstar	Cushman		
Bush Hog	Woods		
Walkie Talkie	Radius SP 50		



GFN:2001259508

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**EXHIBIT B**

PARCEL I: All of RIVER RANCH SHORES, UNIT ONE (now vacated), as recorded in Plat Book 48, pages 26 thru 48, of the Public Records of Polk County, Florida; LESS AND EXCEPT Lots 5 thru 69 of Block 55, and all of Blocks 56, 57, 58, 59, 60, 61, 62 and 63, of said RIVER RANCH SHORES, UNIT ONE (now vacated); and LESS AND EXCEPT rights-of-way maintained by Polk County specifically described as follows: River Ranch Boulevard from State Road 60 to its intersection with River Ranch Drive; all of Oakmont Drive from River Ranch Boulevard to Sunfish Drive; all of Dallas Circle, Phoenix Circle, Tucson Circle, Houston Circle, Columbia Circle, and Newport Circle; all of Riviera Drive; and all of Canterbury Drive; as shown on said Map of RIVER RANCH SHORES, UNIT ONE (now vacated); and LESS AND EXCEPT that part of Lot 18, Block 15, of RIVER RANCH SHORES, UNIT ONE (now vacated), described in that certain deed recorded on September 8, 1971, in O.R. Book 1383, pages 1066 thru 1068, of said public records.

PARCEL II: All that part of the East one-half (1/2) of the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 9, Township 31 South, Range 31 East, Polk County, Florida, lying South of State Road 60 and West of River Ranch Blvd.

PARCEL III: A parcel of land on State Road 60 at intersection with River Ranch Boulevard, more particularly described as follows, to wit:

All that part of Section 10, Township 31 South, Range 31 East, Polk County, Florida more particularly described as follows: Commence at the Northwest corner of said Section 10 and run S 0° 22' 36" E, 43.79 feet to the South boundary of State Road 60; thence S 89° 41' 09" E, along said boundary, 150.31 feet to the point of beginning. From the point of beginning continue S 89° 41' 09" E, 374.30 feet; thence S 0° 22' 36" E, 400 feet; thence N 89° 41' 09" W, 400 feet to the East boundary of River Ranch Shores, Unit One, as recorded in Plat Book 48, pages 25 thru 48, of the Public Records of Polk County, Florida; thence N 0° 22' 36" W, along the East boundary of said subdivision 374.30 feet to a point of curve; thence Northeasterly on the arc of a curve to the right (radius 25 feet, central angle 90° 41' 27") 39.57 feet to the point of beginning.

PARCEL IV: Tracts AJ, AL, AN, AO, AK, BH, BJ, BK, BL, CD, CE, CF AND CC, according to the plat of River Ranch Shores, Unit Four (now vacated), as recorded in Plat Book 50, Pages 3 through 27, Public Records of Polk County, Florida; together with portion of vacated roads appurtenant to said tracts.

PARCEL V: Tracts AL, AJ, AH, AP and AO, according to the plat of River Ranch Shores, Unit Five (now vacated), as recorded in Plat Book 51, Pages 15, 16 and 17, Public Records of Polk County, Florida; together with portion of vacated roads appurtenant to said tracts.

PARCEL VI: THE RIVER RANCH HOTEL AND RECREATIONAL RESORT more particularly described as: Begin 239.31 feet East and 659.87 feet North of the South quarter Section corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and

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run N 37° 36' 12" W, parallel with and 50 feet distant from the East boundary of River Ranch Shores - Unit One (as recorded in Plat Book 48, pages 26 thru 48, of the Public Records of Polk County, Florida); 1594.51 feet; thence N 77° 18' 48" E, 1309.37 feet; thence S 21° 56' 23" E, 588.47 feet; thence S 34° 53' 15" E, 476.79 feet, to a point on the northerly boundary of River Ranch Shores - Unit Two (as recorded in Plat Book 49, pages 1 thru 21, of the Public Records of Polk County, Florida); thence run along the Northerly boundary of said River Ranch Shores - Unit Two the following courses and distances; S 37° 36' 12" E, 316.11 feet; thence N 49° 00' 00" E, 1049.16 feet; thence N 69° 21' 12" E, 217.83 feet; thence S 41° 00' 00" E, 484.24 feet; thence N 49° 00' 00" E, 132.01 feet to the West boundary of Section 24, Township 31 South, Range 31 East; thence continue N 49° 00' 00" E, 274.55 feet, to the West boundary of River Ranch Shores - Unit Five (as recorded in Plat Book 51, pages 8 thru 48, of the Public Records of Polk County, Florida); thence run along the Westerly boundary of said River Ranch Shores - Unit Five the following courses and distances: N22° 52' 55" W, 541.88 feet, to the West boundary of said Section 24; thence continue N 22° 52' 55" W, 775.58 feet; thence N 50° 00' 00" W, 1248.92 feet; thence N 26° 00' 00" E, 531.39 feet; thence N 60° 00' 00" W, 880 feet; thence Northwesterly on the arc of a curve to the right (radius 800 feet, central angle 35° 55' 30") 501.61 feet, to a point on the South boundary of River Ranch Shores - Unit Four, (as recorded in Plat Book 50, pages 3 thru 27, of the Public Records of Polk County, Florida); thence run along the Southerly boundary of said River Ranch Shores - Unit Four the following courses and distances: S 24° 04' 30" E, 950 feet; thence S 65° 55' 30" W, 990 feet; thence S 24° 04' 30" E, 150 feet; thence S 65° 55' 30" W, 560 feet, to a point of curve; thence Northwesterly on the arc of a curve to the right (radius 1480.00 feet, central angle 68° 47' 34") 1776.98 feet to a point of tangent; thence N 45° 16' 56" W, 229.05 feet to a point on the East boundary of said River Ranch Shores - Unit One; thence S 37° 36' 12" E, along said East boundary, 4020.33 feet to the North boundary of said River Ranch Shores - Unit Two; thence N 52° 23' 48" E, along said boundary, 50 feet to the point of beginning.

PARCEL VII: SEWAGE TREATMENT PLANT SITE more particularly described as follows: Begin 239.31 feet East and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a point; thence run N 77° 18' 48" E, 1309.37 feet; thence S 21° 56' 23" E, 588.47 feet; thence S 34° 53' 15" E, 476.79 feet to a Permanent Reference Monument; thence S 52° 23' 48" W, along the Northerly boundary of River Ranch Shores - Unit Two as recorded in Plat Book 49, page 6, of the Public Records of Polk County, Florida, 1006.00 feet to another Permanent Reference Monument and the point of beginning.

Together with an Easement 10 feet wide for a force main with its centerline described as follows: Commence at the South ¼ Section corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, run thence East 239.31 feet; North 659.87 feet; N 37° 36' 12" W, 1594.51 feet; N 77° 18' 48" E, 1148.60 feet to the point of beginning: From the point of beginning run N 16° 48' 32" W, 508.00 feet; thence N 61° 35' 28" E, 232.00 feet; thence N 28° 24' 32" W, 25.00 feet to the point of termination from said centerline.



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ALSO together with an Easement 30 feet wide for a Water Main and Access Road Easement with its centerline described as follows: Commence at the Northwestern corner of the above described Sewage Treatment Plant Site and run N 77° 18' 48" E, along its Northern boundary, 710.16 feet to the point of beginning of said centerline; thence run N 21° 38' 45" E, 363 feet to the Water Tank Site and the point of termination for said centerline.

ALSO together with an Easement 20 feet wide for Drainage with its centerline described as follows: Commence at the Northeasterly corner of the above described Sewage Treatment Plant Site and run S 21° 56' 23" E, along its Easterly boundary, 185 feet to the point of beginning of said centerline; thence run N 68° 03' 37" E, 50 feet to an existing Drainage Canal and the point of termination for this centerline.

**PARCEL VIII: WATER TANK SITE, WATER PUMPING STATION SITE, ROAD EASEMENT AND WATER MAIN EASEMENT, all more particularly described as follows:**

Water Tank Site: Commence at a Permanent Reference Monument which lies 239.31 feet East, and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 331.72 feet to the point of beginning; From the point of beginning continue N 22° 55' 02" W, 190.00 feet; thence S 67° 04' 58" W, 253.00 feet; thence S 22° 55' 02" E, 163.00 feet; thence S 68° 59' 50" E, 216.96 feet; thence N 22° 04' 58" E, 110.00 feet; thence Northeasterly along the arc of a curve to the left (radius 64.65 feet, central angle 45° 00' 00") 50.78 feet to the point of beginning.

Water Pumping Station Site: Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 521.72 feet; thence run N 67° 04' 58" E, 190.00 feet to the point of beginning; From the point of beginning continue N 67° 04' 58" E, 80.00 feet; thence run N 22° 55' 02" W, 85.00 feet; thence S 67° 04' 58" W, 80.00 feet; thence S 22° 55' 02" E, 85.00 feet to the point of beginning.

Road Easement: All lands lying with <sup>25</sup> feet right and left of the following described centerline: Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 496.72 feet to the point of beginning; From the point of beginning run N 67° 04' 58" E, 270.00 feet to the point of termination for said centerline on the Westerly boundary of an existing road.



Water Main Easement: An Easement 15 feet wide for a Water Main with its centerline described as follows: Commence at the Northeasterly corner of the above described Water Tank Site and run S 67° 04' 58" W, along its Northerly boundary, 150.5 feet to the point of beginning; thence N 23° 13' 24" W, 218.23 feet; thence S 78° 01' 23" W, 172.10 feet; thence S 62° 42' 54" W, 161.33 feet; thence S 68° 56' 05" W, 254.07 feet; thence N 23° 48' 25" W, 683.03 feet for a point which lies 10 feet South of the Southerly boundary of River Ranch Drive and the point of termination for this centerline; thence an Easement 20 feet wide along the Southerly boundary of River Ranch Drive in a Northwesterly direction to its intersection with River Ranch Boulevard.

PARCEL IX: ISLAND IN KISSIMMEE RIVER lying West of Canal C-38 and East of bed of Old Kissimmee River more particularly described as: All those portions of Sections 14, 23 and 24, Township 31 South, Range 31 East, Polk County, Florida, lying West of Canal C-38 and East of the Old Kissimmee River.

PARCEL X: (TRACT "B") Commence at the Southeast corner of Section 15, Township 31 South, Range 31 East, Polk County, Florida, and run N 89° 10' 33" W, a distance of 210.76 feet. Thence N 24° 04' 30" W, at a distance of 3,207.17 feet to the Point of Beginning. Thence S 24° 04' 30" E, a distance of 3,207.17 feet to a point in the South line of Section 15, thence S 24° 04' 30" E, a distance of 22.43 feet to a point, thence S 52° 23' 48" W, a distance of 437.12 feet to a point in the East right-of-way of River Ranch Boulevard; thence with the right-of-way of River Ranch Boulevard N 37° 36' 12" W, a distance of 372.93 feet to a point in the South line of Section 15; thence still with the East right-of-way line of River Ranch Boulevard N 37° 36' 12" W, a distance of 2,507.07 feet to the beginning of a curve from which the radius point bears N 52° 23' 48" E, a distance of 1,332.40 feet; thence Northwesterly, along the arc of said curve a distance of 261.67 feet, through a central angle of 11° 15' 09"; thence N 52° 23' 48" E, a distance of 1,167.00 feet to the Point of Beginning.

PARCEL XI: (TRACT "C") Commence at the Southeast corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence N 38° 07' 06" E, a distance of 400.76 feet to the Point of Beginning; thence N 23° 00' 00" W, a distance of 152.00 feet; thence N 07° 00' 00" W, a distance of 440.00 feet; thence N 23° 00' 00" W, a distance of 620.00 feet; thence N 48° 57' 34" E, a distance of 406.17 feet; thence N 22° 15' 17" W, a distance of 1,317.30 feet; thence N 50° 01' 53" W, a distance of 1010.81 feet; thence N 39° 59' 04" E, a distance of 121.94 feet to the intersection with a safe upland line (elevation 51.2 contour line) as established by Bureau of Survey and Mapping, Florida Department of Natural Resources; thence along said safe upland line the following eleven (11) courses: S 44° 50' 24" E, a distance of 152.55 feet; S 60° 40' 05" E, a distance of 149.88 feet; S 49° 43' 57" E, a distance of 704.38 feet; S 29° 19' 17" E, a distance of 98.83 feet; S 22° 38' 03" E, a distance of 1249.05 feet; S 35° 01' 27" E, a distance of 71.44 feet; S 20° 14' 34" E, a distance of 229.17 feet; S 25° 04' 44" E, a distance of 148.47 feet; S 22° 39' 18" E, a distance of 182.52 feet; S 20° 02' 55" E, a distance of 406.31 feet and S 00° 02' 05" W, a distance of 31.36 feet; thence S 02° 00' 00" W, a distance of 323.21 feet; thence S 67° 00' 00" W, a distance of 464.99 feet to the Point of Beginning. Being and lying in Sections 23 and 24, Township 31 South, Range 31 East, Polk County, Florida.



PARCEL XII: (A PORTION OF TRACT "AN") That part of Tract AN, RIVER RANCH SHORES, UNIT FIVE, according to the plat thereof recorded in Plat Book 51, Page 16, of the Public Records of Polk County, Florida, said Tract AN being more particularly described as follows:

Tract "AN": From the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; run S 74° 35' 27" E, a distance of 2,488.32 feet, thence N 65° 54' 30" E, a distance of 849.13 feet to an iron pipe marking the Point of Beginning, thence S 24° 04' 30" E, a distance of 60.00 feet to an iron pipe marking the beginning of a curve from which the radius point bears N 30° 00' 00" E, a distance of 800.00 feet; thence Southeasterly along the arc of said curve a distance of 501.61 feet through a central angle of 35° 55' 30", thence S 60° 00' 00" E, a distance of 880.00 feet to a concrete monument; thence N 67° 00' 00" E, a distance of 1,050.00 feet to the edge of Old Kissimmee River, thence with the edge of Old Kissimmee River N 56° 59' 21" W, a distance of 180.91 feet; thence S 67° 00' 00" W, a distance of 550.00 feet to the beginning of a curve from which the radius point bears N 23° 00' 00" W, a distance of 650.00 feet; thence Northwesterly along the arc of said curve a distance of 601.27 feet through a central angle of 53° 00' 00"; thence N 60° 00' 00" W, a distance of 481.13 feet to the beginning of a curve from which the radius point bears N 30° 00' 00" W, a distance of 650.00 feet; thence Northwesterly along the arc of said curve a distance of 407.56 feet through a central angle of 35° 55' 30"; thence N 24° 04' 30" W, a distance of 60.00 feet to a point on the South Florida Water Management property line; thence with said line S 65° 54' 30" W, a distance of 150.00 feet to the Point of Beginning.

to the full extent of the said Tract AN lies within the following described Parcel 2:

Parcel "2": Commence at the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence S 74° 35' 27" E, a distance of 2488.32 feet to the Point of Beginning; thence N 65° 54' 50" E, a distance of 371.63 feet; thence S 84° 05' 10" E, a distance of 830.12 feet to the P.C. of a curve concave to the South, having a radius of 541.21 feet; thence Southeasterly along the arc of said curve through a central angle of 02° 57' 38" a distance of 27.97 feet to a point on a curve whose radius point bears N 61° 16' 01" E, a distance of 650.00 feet; thence Southeasterly along the arc of said curve through a central angle of 01° 16' 01" a distance of 14.37 feet to the P.T. of said curve; thence S 60° 00' 00" E, a distance of 376.16 feet to a point on a curve whose radius point bears S 51° 10' 20" W, a distance of 541.21 feet; thence Southeasterly along the arc of said curve through a central angle of 12° 44' 30" a distance of 120.36 feet to the P.T. of said curve; thence S 26° 05' 10" E, a distance of 282.72 feet to the edge of a canal; thence S 67° 44' 54" W, a distance of 109.27 feet to the corner of a marina bulkhead; thence along said bulkhead the following five (5) courses: N 68° 46' 52" W, a distance of 29.66 feet; N 22° 46' 11" W, a distance of 182.23 feet; S 67° 07' 00" W, 197.68 feet; S 22° 56' 02" E, a distance of 470.27 feet and N 66° 40' 54" E, a distance of 150.56 feet; thence leaving said bulkhead S 23° 41' 49" E, a distance of 161.95 feet to the intersection with the Safe Upland Line (elevation 51.2 contour line) as established by Bureau of Survey of



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Mapping; Florida Department of Natural Resources; thence Northwesterly along said Safe Upland Line the following eight (8) courses; N 68° 15' 21" W, a distance of 220.20 feet; N 53° 09' 20" W, a distance of 592.40 feet; S 89° 26' 32" W, a distance of 116.33 feet; N 61° 31' 56" W, a distance of 270.51 feet; N 65° 10' 13" W, a distance of 257.77 feet; N 61° 33' 04" W, a distance of 223.23 feet; N 58° 19' 58" W, a distance of 48.69 feet and N 56° 43' 14" W, a distance of 217.52 feet; thence N 56° 43' 14" W, a distance of 46.10 feet to the point of Beginning.

Being and lying in Section 23, Township 31 South, Range 31 East, Polk County, Florida.

*TOGETHER WITH* easements over Long Hammock Drive and Access Canal, and Roadway Easement, as granted and contained in Section 5.2 of the Declaration of Covenants and Restrictions of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASES II, III, IV and V-A, recorded on October 3, 1994, in Official Records Book 3445, Page 1514, Public Records of Polk County, Florida.

*TOGETHER WITH* access road easement over Long Hammock Drive, as granted in Plat for Phase I LONG HAMMOCK, recorded in Plat Book 73, Page 21, Public Records of Polk County, Florida.

*TOGETHER WITH* drainage easement set forth in Official Records Book 2296, Page 1438 and 1444, Public Records of Polk County, Florida.

*TOGETHER WITH* that certain Sovereign Lands Easement recorded May 7, 1991, in Official Records Book 2969, Page 0309, Public Records of Polk County, Florida.

*TOGETHER WITH* that certain Easement Agreement recorded May 7, 1991, in Official Records Book 2969, Page 0332, Public Records of Polk County, Florida.

*TOGETHER WITH* that certain Perpetual Access Road Easement (over Kicco Road), as set forth in instrument recorded on July 26, 1989, in O.R. Book 2763, Page 511, Public Records of Polk County Florida.

**LESS AND EXCEPT:** (TRACT "A") Commence at the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence S 74° 35' 27" E, a distance of 2488.32 feet; thence N 65° 54' 50" E, a distance of 371.63 feet to a Point of Beginning; thence continue N 65° 54' 50" E, a distance of 1386.72 feet; thence N 24° 01' 00" W, a distance of 390.35 feet; thence N 65° 56' 05" E, a distance of 1108.37 feet; thence S 22° 54' 28" E, a distance of 2138.14 feet; thence S 66° 56' 45" W a distance of 507.69 feet; thence N 23° 05' 11" W, a distance of 149.98 feet; thence S 66° 55' 51" W, a distance of 539.63 feet to the P.C. of a curve concave to the Southeast, having a radius of 470.13 feet; thence Southwesterly along the arc of said curve through a central angel of 26° 56' 47" a distance of 221.10 feet to the P.T. of said curve; thence S 39° 58' 58" W, a distance of 267.58 feet to the intersection with a Safe Upland Line (elevation 51.2 contour line) as established by Bureau of Surveying and Mapping, Department of Natural Resources; thence along said Safe Upland Line the following two (2) courses: N 51° 45' 54" W, a distance of 77.71 feet and N 68° 15' 21" W, a distance of 144.80 feet; thence leaving said Safe Upland Line, N 23° 41' 49" W, a



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distance of 161.95 feet to the intersection with a marina bulkhead; thence along said marina bulkhead the following five (5) courses: S 66° 40' 54" W, a distance of 150.56 feet; N 22° 56' 02" W, a distance of 470.27 feet; N 67° 07' 00" E, a distance of 197.68 feet; S 22° 46' 11" E, a distance of 182.23 feet and S 68° 46' 52" E, a distance of 29.66 feet; thence N 67° 44' 54" E, a distance of 109.27 feet; thence N 26° 05' 10" W, a distance of 282.72 feet to the P.C. of a curve concave to the Southwest, having a radius of 541.21 feet; thence Northwesterly along the arc of said curve through a central angel of 12° 44' 30" a distance of 120.36 feet; thence N 60° 00' 00" W, a distance of 376.16 feet to the P.C. of a curve concave to the Northeast, having a radius of 650.00 feet; thence Northwesterly along the arc of said curve through a central angel of 01° 16' 01" a distance of 14.37 feet to a point on a curve whose radius point bears S 08° 52' 28" W, a distance of 541.21 feet; thence Northwesterly along the arc of said curve through a central angle of 02° 57' 38", a distance of 27.97 feet to the P.T. of said curve; thence N 84° 05' 10" W, a distance 830.12 feet to the Point of Beginning.

**LESS AND EXCEPT:**

**NON-EXCLUSIVE EASEMENTS RESERVED IN EVENT OF VACATION OF PLATS OF RIVER RANCH SHORES.**

Shore Drive from the center of Harbor Drive west of River Ranch Boulevard as described in River Ranch Shores Subdivision, Unit One, Plat Book 48, Page 26, et seq., Public Records of Polk County, Florida.

Waterway (Tract AN) from the center of Shore Drive to the Old Kissimmee River, River Ranch Shores Unit 5, Plat Book 51, Page 16, Public Records of Polk County, Florida.

That portion of River Ranch Boulevard running southwardly from its intersection with River Ranch Drive to the southwesterly corner of River Ranch Resort as described in metes and bounds and designated as PARCEL VI hereof.

Tracts AE and AM together begin the "S" shaped parcel running easterly from River Ranch Boulevard to a point, such point being at the intersection with the northerly projection of the east line of Tract AK, Plat Book 50, Page 10, Public Records of Polk County, Florida.

That portion of land between Tract R and Tract S occupied by Oakmont Drive, River Ranch Shores Unit One, Plat Book 48, Page 46, Public Records of Polk County, Florida.

All that part of Sunfish Drive lying to the South and adjacent to Tract D, Plat Book 40, Page 46, Public Records of Polk County, Florida.

**LESS AND EXCEPT:** That portion of land described as follows: Commence at the Northwest corner of Section 23, Township 31 S, Range 31 E, Polk County, Florida; thence continue S 50° 42' 35" E, a distance of 2,750.54 feet to the Point of Beginning; thence N 67° 21' 10" E, a distance of 195.00 feet; thence S 22° 38' 50" E, a distance of 230.00 feet; thence S 67° 21' 10" W, a distance of 195.00 feet; thence N 22° 38' 50" W, a distance of 230.00 feet to the Point of Beginning.



LESS AND EXCEPT: (PORTION CONVEYED TO RIVER RANCH CHAPEL, INC.) Commence at the Northwest corner of Section 23, Township 31 South Range 31 East, Polk County, Florida, and run South  $50^{\circ} 42' 35''$  East, 2750.54 feet to a one inch iron pin and the point of beginning. From the point of beginning run North  $22^{\circ} 38' 50''$  West, along the East boundary of an existing road, 100 feet to the centerline of an existing ditch; thence North  $67^{\circ} 21' 10''$  East, in the center of said ditch, 240 feet; thence South  $22^{\circ} 38' 50''$  East, in the center of an existing ditch, 330 feet to the North boundary of an existing road; thence South  $67^{\circ} 21' 10''$  West, along said road boundary, 45 feet to the Southeast corner of the church land described in O.R. Book 2999, Page 3474, Public Records of Polk County, Florida; thence North  $22^{\circ} 38' 50''$  West, along the East boundary of said land, 230 feet; thence South  $67^{\circ} 21' 10''$  West, along the North boundary of said land, 195 feet to the point of beginning.

LESS AND EXCEPT: (KICCO ROAD) A strip of land 60 feet in width situate in Section 23, Township 31 South; Range 31 East, Polk County, Florida. The centerline of said 60 foot strip being more particularly described as follows: Commence at the Southwest corner of the Southeast quarter (SE  $\frac{1}{4}$ ) of said Section 23; thence South  $88^{\circ} 57' 33''$  East, along the South line of said Southeast quarter (SE  $\frac{1}{4}$ ), a distance of 624.53 feet to the Point of Beginning of said centerline; thence North  $37^{\circ} 01' 12''$  West, a distance of 1010.35 feet to the beginning of a curve from which the radius point bears North  $52^{\circ} 58' 48''$  East, a distance of 198.70 feet; thence Northwesterly and Northerly, along the arc of said curve, a distance of 188.19 feet through a central angle of  $54^{\circ} 15' 51''$  to a point of reverse curvature from which the radius point bears North  $72^{\circ} 45' 21''$  West, a distance of 159.24 feet; thence Northerly and Northwesterly along the arc of said curve a distance of 181.19 feet through a central angle of  $65^{\circ} 11' 31''$ ; thence North  $47^{\circ} 56' 52''$  West a distance of 325.77 feet to the beginning of a curve from which the radius point bears South  $42^{\circ} 03' 08''$  West a distance of 467.20 feet; thence Northwesterly along the arc of said curve a distance of 154.42 feet through a central angle of  $18^{\circ} 56' 14''$  to a point of reverse curvature from which the radius point bears North  $23^{\circ} 06' 54''$  East, a distance of 296 feet; thence Northwesterly along the arc of said curve a distance of 152.33 feet through a central angle of  $29^{\circ} 29' 12''$ ; thence North  $37^{\circ} 23' 54''$  West, a distance of 481.13 feet to the beginning of a curve from which the radius point bears North  $52^{\circ} 36' 06''$  East a distance of 750.00 feet; thence Northwesterly along the arc of said curve a distance of 274.22 feet through a central angle of  $20^{\circ} 56' 56''$ ; thence North  $16^{\circ} 26' 58''$  West, a distance of 1196.04 feet, more or less, to the centerline of River Ranch Drive, as shown on the plat of River Ranch Shores Unit Four as recorded in Plat Book 50, Pages 3 through 27, inclusive, Public Records of Polk County, Florida. Said strip of land bounded on the South by the South line of said Section 23 and bounded on the North by the Southerly right of way of said River Ranch Drive.

LESS AND EXCEPT: (STRIP ADJACENT TO KICCO ROAD) A parcel of land situate in Section 23, Township 31 South, Range 31 East, Polk County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Southeast quarter (SE  $\frac{1}{4}$ ) of said Section 23; thence South  $88^{\circ} 57' 33''$  East, along the South line of said Southeast quarter (SE  $\frac{1}{4}$ ), a distance of 662.63 feet to the Point of Beginning, said point also being the intersection of said South line with the Easterly line of Proposed Kicco Access Road Easement, as described in South Florida Water Management District Drawing No. KR-LDSK-1; thence North  $37^{\circ} 01' 12''$  West, along said Easterly line a distance of 788.51 feet; thence North  $52^{\circ}$



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36' 00" East, a distance of 18.68 feet to a point on the Northeast right of way of River Ranch Boulevard, a 150 foot road, as described in O.R. Book 2296, Pages 1464 and 1465, Public Records of Polk County, Florida; thence South 37° 24' 00" East, along said Northeast right of way a distance of 807.48 feet to a point on the South line of said Southeast quarter (SE ¼); thence North 88° 57' 33" West, along said South line a distance of 30.53 feet to the point of beginning.

LESS AND EXCEPT: All of LONG HAMMOCK RECREATIONAL VEHICLE SUBDIVISION according to map or plat thereof recorded in Plat Book 73, Page 21, Public Records of Polk County, Florida.

LESS AND EXCEPT: All of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE II, according to map or plat thereof as recorded in Plat Book 83, Page 1, Public Records of Polk County, Florida.

LESS AND EXCEPT: All of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE III, according to map or plat thereof as recorded in Plat Book 85, Page 39, Public Records of Polk County Florida.

LESS AND EXCEPT: All of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE IV, RV LOTS, according to map or plat thereof recorded in Plat Book 89, Page 25, Public Records of Polk County, Florida.

LESS AND EXCEPT: All of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE V-A, RV Lots, according to map or plat thereof recorded in Plat Book 92, Pages 13 and 14, Public Records of Polk County, Florida.

LESS AND EXCEPT: All of OUTDOOR RESORTS RIVER RANCH INN AND COTTAGES, a condominium, according to Declaration of Condominium recorded in O.R. Book 2527, Page 2147 (Condominium Book 9, Page 14); as amended by First Amendment thereto recorded in O.R. Book 2744, Page 1395 (Condominium Book 10, Page 14); as further amended by Second Amendment thereto recorded in O.R. Book 2878, Page 1241 (Condominium Book 10, Page 39); as further amended by Third Amendment thereto recorded in O.R. Book 2878, Page 1256; and as further amended by Fourth Amendment thereto recorded in O.R. Book 2950, Page 1332; all of the foregoing in the Public Records of Polk County, Florida.

Generally known as 3200 River Ranch Road, River Ranch, Florida 33687.



CFN:2001259508

OR Book/Page: 4469 / 2351

**EXHIBIT 3  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM D)**

Applicant understands that any outstanding regulatory assessment fees or fines will be forgiven or collection will be sought against the prior owner of the subject utilities. Applicant is not aware of any refunds owed.

**EXHIBIT 4  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM E)**

As noted in Exhibit 2, the subject utilities were purchased, together with the balance of the River Ranch property, for cash at a foreclosure sale.

**EXHIBIT 5  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM F)**

As referenced in Exhibit 4, the subject utilities were purchased for cash at a foreclosure sale.

**EXHIBIT 6  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM G)**

The net book value of the subject utilities as of the date of this Application is \$ 159,322, as set forth in the Annual Report for the year ended December 31, 2000 filed with the Public Service Commission.

**EXHIBIT 7  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM J)**

Applicant has been unable, after diligent search, to obtain the books and records of the subject utilities from the prior owner, except for certain limited information on the names and addresses of system users, and except for tariffs and other records available from the Public Service Commission website.

Persons contacted by the Applicant in its unsuccessful search for such books and records, include:

1. The former receiver of River Ranch, Andrew Bolnick.
2. The water plant operator, Tri-Florida County Water and its principal Keith Johnson.
3. The waste water plant operator and its principal Michael Harrison.
4. Harold Megill, partner in prior owner new River Ranch, L.C.



**EXHIBIT 8  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM K)**

Applicant has been unable to obtain income tax returns of the prior owner of the subject utilities.

**EXHIBIT 9  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART II, ITEM L)**

Applicant has commissioned a study of the subject utilities by Carter – Burgess, Inc. Until completion of such study, Applicant is not able to definitively state the condition of the subject utilities. Applicant will furnish a copy of such study to the Public Service Commission upon completion.

Applicant has attached to this Exhibit copies of a Consent Order entered with the Polk County Health Department and related correspondence concerning the water utility.

BEFORE THE STATE OF FLORIDA

POLK COUNTY HEALTH DEPARTMENT

FLORIDA DEPARTMENT OF HEALTH  
POLK COUNTY HEALTH DEPARTMENT

IN THE OFFICE OF THE  
SOUTHWEST DISTRICT

Complainant,

vs:

OGC CASE NO.01-353PW1517A

River Ranch Water Management LLC  
5601 Windhover Drive  
Orlando, FL 32819

Respondent.

CONSENT ORDER

This Consent Order is made and entered into between the Florida Department of Health, Polk County Health Department ("Department"), and River Ranch Water Management LLC, ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and the Respondent admits the following:

1. The Department is the administrative agency of the State of Florida charged with the duty to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes, and the rules promulgated thereunder, Florida Administrative Code Title 62. The Department has jurisdiction over the matters addressed in this Consent Order.
2. Respondent is a person within the meaning of Section 403.852(5), Florida Statutes.

3. Respondent is the owner of a community water system, PWS#3231517, located at 3200 River Ranch Road, River Ranch, Florida (Latitude 27:46:83, Longitude 81:11:37) and known as River Ranch Water Management LLC.
4. System has failed to maintain 0.2 parts per million free chlorine residual; System has modified chlorination treatment without approval from the Department; The chlorine lighting is inoperative; The auxiliary power unit is in poor repair; 3 out of 4 high service pumps are not working properly; Check valves for 2 high service pumps are in poor repair; The auxiliary power plan is incomplete; The turbine pump for the main well (AAS5175) is in poor repair.

Respondent and the Department met on 12/07/01 at the Polk County Health Department in Bartow, Florida and reached a resolution of the matter, pursuant to Florida Administrative Code Rule 62-103.110(3), Respondent and the Department mutually agree and it is

**ORDERED:**

- 5(a). Within twenty-four (24) hours of the effective date of this Consent Order, Respondent shall provide at least 0.2 parts per million free chlorine residual throughout the system according to Chapter 62-550.518(4) of the Florida Administrative Code Rule.
- (b). Within thirty (30) days of the effective date of this Consent Order, Respondent shall submit Certification from a Florida Licensed Professional Engineer that disinfection modifications meets all the requirements of the Florida Safe Drinking Water Act according to Chapters 62-555.320(4)(a) and 62-555.320(5)(b) of the Florida Administrative Code Rule.
- (c). Within thirty (30) days of the effective date of this Consent Order, Respondent shall provide lighting in the chlorine room according to Chapter 62-555.350(1) of the Florida Administrative Code Rule.
- (d). Within sixty (60) days of the effective date of this Consent Order, another informal meeting will be scheduled and comprehensive engineering feasibility study information provided to discuss the correction of the other violations noted in item number 4.
- (e). Items 5a, 5b, and 5c must be corrected prior to respondent reopening any non-lodging facilities on this property
- (f). Respondent will keep all lodging facilities closed until the next informal meeting and an agreement reached concerning the remaining violations and corrective frames.

6. Within ten days of execution of this Consent Order, Respondent shall pay the Department \$0.00 in settlement of the matters addressed in this Consent Order. This amount includes \$0.00 in civil penalties for alleged violations of Section 403.859, Florida Statutes, and of the Department's rules and \$0.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Consent Order. Payment shall be made by cashier's check or money order. The instrument shall be made payable to the Polk County Health Department and shall include thereon the OGC number assigned to this Consent Order. The payment shall be sent to the Polk County Health Department, 2090 East Clower Street, Bartow, Florida 33830.
7. Persons who are not parties to this Consent Order but whose substantial interests are affected by this Consent Order have a right, pursuant to Section 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida, 32399-2400, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Section 120.57, Florida Statutes.

The petition shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the Department's Consent Order identification number and the county in which the subject matter or activity is located;
- b) A statement of how and when each petitioner received notice of the Consent Order.
- c) A statement of how each petitioner's substantial interests are affected by the Consent Order;
- d) A statement of the material facts disputed by petitioner, if any;
- e) A statement of facts which petitioner contends warrant reversal or modification of the Consent Order;
- f) A statement of which rules or statutes petitioner contends require reversal or modification of the Consent Order;
- g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 60Q-2.010, Florida Administrative Code.

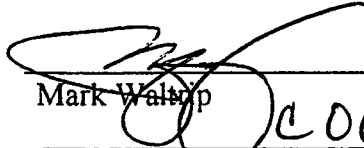
8. Entry of this Consent Order does not relieve Respondent of the need to comply with the applicable federal, state or local laws, regulations or ordinances.
9. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Section 120.69 and 403.121, Florida Statutes. Failure to comply with the terms of this Consent Order shall constitute a violation of Section 403.859, Florida Statutes.
10. Respondent is fully aware that a violation of the terms of this Consent Order may subject Respondent to judicial imposition of damages, civil penalties of up to \$5,000.00 per offense, and criminal penalties.
11. Respondent shall allow all authorized representatives of the Department access to the property and plant at reasonable times for the purpose of determining compliance with this Consent Order and the rules of the Department.
12. All plans, applications, penalties, costs and expenses, and information required by this Consent Order to be submitted to the Department should be sent to Polk County Health Department, 2090 East Clower Street, Bartow, Florida 33830.
13. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Order.
14. The Department, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Consent Order, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations outlined in this Consent Order. Respondent acknowledges but waives the right to an administrative hearing pursuant to Section 120.57 Florida Statutes, on the terms of this Consent Order. Respondent acknowledges the right to appeal the terms of this Consent Order pursuant to Section 120.68, Florida Statutes, but waives that right upon signing this Consent Order.

15. The provisions of this Consent Order shall apply to and be binding upon the parties, their officers, their directors, agents, servants, employees, successors, and assigns and all persons, firms and corporations acting under, through or for them and upon those persons, firms and corporations in active concert or participation with them.
16. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by both Respondent and the Department.
17. If all of the requirements of this Consent Order have not been fully satisfied, Respondent shall, at least 14 days prior to a sale or conveyance of the property, (1) notify the Department of such sale or conveyance, and (2) provide a copy of this Consent Order with all attachments to the new owner.
18. This Consent Order is a settlement of the Department's civil and administrative authority arising from Chapters 403 and 376, Florida Statutes, to pursue the allegations addressed herein. This Consent Order does not address settlement of any criminal liabilities which may arise from Sections 403.161(3) through (5), 403.413 (5), 403.727 (3) (b), 376.302 (3) and (4), or 376.3071 (10), Florida Law, nor does it address settlement of any violation which may be prosecuted criminally or civilly under federal law.
19. This Consent Order is final agency action of the Department pursuant to Section 120.69, Florida Statutes, and Florida Administrative Code Rule 62-103.110 (3), and it is final and effective on the date filed with Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Consent Order will not be effective until further order of the Department.

FOR THE RESPONDENT:

River Ranch Water Management LLC.

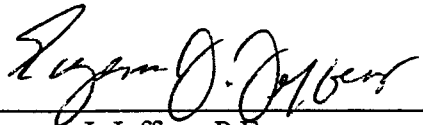
January 17, 2002  
Date

  
Mark Waltrip

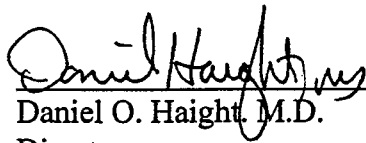
COO  
Chief Operating Officer

DONE AND ORDERED THIS 18<sup>th</sup> day of January, 2002,  
in Bartow, Florida

FLORIDA DEPARTMENT OF HEALTH  
POLK COUNTY HEALTH DEPARTMENT



Eugene J. Jeffers, P.E.  
Administrator  
Environmental Engineering  
2090 East Clower Street  
Bartow, Florida 33830



Daniel O. Haight, M.D.  
Director  
Polk County Health Department  
1290 Golfview Avenue 4th Floor  
Bartow, Florida 33830

Entered this 23<sup>rd</sup> day of January, 2002 in Bartow, Florida



Department Clerk  
MaryAnn Griffin

Copy furnished to:

Roland Reis, Legal Council  
Polk County Health Department  
1290 Golfview Avenue, 4th floor  
Bartow, Florida 33830





Jeb Bush  
Governor

John O. Agwunobi, M.D., M.B.A.  
Secretary

January 8, 2002

Mark Waltrip  
River Ranch Management LLC  
5601 Windhover Drive  
Orlando, Fl 32819

Dear Mr. Waltrip:

Enclosed please find the revised Consent Order Agreement for this property. Your representatives met with this Department on December 7, 2001 and discussed the problems and responsibilities involved with bringing the drinking water system into compliance with the Safe Drinking Water Act.

Please review, sign the Respondent section, and return the original to us immediately. When the remaining parties have all signed, I will forward a copy of the executed document to you.

If you have any questions, please contact me at (863) 519-8330 ext. 1151

Sincerely,

Lewis H. Taylor  
Environmental Specialist II

LHT:ri

Xc: James Basque

**POLK COUNTY HEALTH DEPARTMENT**

Daniel O. Haight, MD  
Director

**ENVIRONMENTAL ENGINEERING DIVISION**  
2090 East Clower Street, Bartow, FL 33830-6741  
Phone (863) 519-8330 / SC 515-7365 / Fax (863) 534-0245

Gabriele Bloodworth RN, MPH  
Assistant Director

February 1, 2002

Eugene J. Jeffers, P.E.  
Administrator Environmental Engineering  
Florida Department of Health  
Polk County Health Department  
2090 East Clower Street  
Bartow, Florida 33830

“Via Facsimile 863.534.0245 and Certified Mail”

**RE: River Ranch Water Management LLC  
Consent Order  
OGC Case No.01-353PW1517A**

Dear Mr. Jeffers:

Carter & Burgess, Inc. has been retained by River Ranch Water Management LLC to assist in a professional services capacity related to Engineering components of the above referenced Consent Order. I am the Florida Licensed Professional Engineer with Carter & Burgess, Inc. in responsible charge on behalf of River Ranch Water Management LLC.

Please accept this letter as formal certification and notification related to 5(a.) and 5(c.) in their entirety of the referenced Consent Order.

**ORDERED:**

- 5(a.) Within twenty-four (24) hours of the effective date of this Consent Order, Respondent shall provide at least 0.2 parts per million free chlorine residual throughout the system according to Chapter 62-550.518(4) of the Florida Administrative Code Rule.**

**Certification and Notification:**

Carter & Burgess, Inc. has witnessed DPD Field Tests on December 21, 2001, January 10, 2002 and January 28, 2002 to verify chlorine residual through out the system. On each of these dates, system chlorine residual ranged from 0.3 parts per million (mg/l) to 2.1 parts per million (mg/l). The field test locations and results were as follows:

- Sample location on the North wall of the High Service Pump Building from the ground storage line to the elevated storage tank. Chlorine Residual 3.5
- Lot 581 Waterway Drive – Unoccupied Lot in Remote Eastern Part of the System. Chlorine Residual 1.0
- Lot 119 Long Hammock Drive – Unoccupied Lot in Remote Southern Part of the System. Chlorine Residual 1.2
- Lot 381 Gator Alley – Approved Microbiological Sampling Location in Southern Part of the System. Chlorine Residual 2.0
- Lot 326 Bobcat Lane – Approved Microbiological Sampling Location in Southern Part of the System. Chlorine Residual 2.1
- Room 312 Cottage Circle West – Approved Microbiological Sampling Location in Central Part of the System. Chlorine Residual 2.0
- Room 159 Cottage Circle East – Approved Microbiological Sampling Location in Central Part of the System. Chlorine Residual 1.5
- Corner of Dallas Court and Oakmont Drive – Occupied Lot in Countryside Estates in Remote Northwestern Part of the System Chlorine Residual 0.3

In accordance with engineering standards, prior to collecting samples from the water distribution system, the sample location was flushed for a sufficient period of time (2 to 3 minutes) to ensure that the sample represented the supply.

To further insure water quality, Total Coliform analysis was completed on January 14, 2001 from grab samples taken from Lot 381, Lot 326, Corner of Dallas Court and Oakmont Drive, Room 312 and Room 159. The results of this analysis were acceptable limits from all locations. The tests were completed by the Polk County Health Department Environmental Laboratory.

To insure a continued residual in the system, on January 10, 2002 a flushing program was implemented on a weekly cycle, to continue initially for 3 months, in various locations of the system. Enclosed is a map, which will indicate all the above sample locations with the exception of Dallas Court and Oakmont Drive.

In summation, based on the above listed testing the system meets the requirements of the Florida Administrative Code to maintain at least 0.2 parts per million free chlorine residual and this order 5(a) has been satisfied.

Eugene J. Jeffers, P.E.  
February 1, 2002  
OGC Case No.01-353PW1517A  
Page 3 of 3

**ORDERED:**

- 5(c). Within thirty (30) days of the effective date of this Consent Order, Respondent shall provide lighting in the chlorine room according to Chapter 62-555.350(1) of the Florida Administrative Code Rule.**

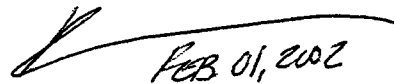
**Certification and Notification:**

The lighting in the chlorine room was activated in working order on January 11, 2002. This lighting is also connected to a wall fan for air circulation. When the light switch is activated the wall fan automatically commences operation.

In summation this order 5(c) has been satisfied based on inspections by the undersigned on January 11, 2002, January 22, 2002 and January 28, 2002.

Please accept this letter as formal certification and notification that items 5(a) and 5(c) of Consent Order, OGC Case No.01-353PW1517A were satisfied on or before January 22, 2002. The undersigned completed a follow up certification inspection on January 28, 2002 and again found all conditions of the aforementioned items in compliance.

Respectfully submitted,  
**Carter & Burgess, Inc.**



*Feb 01, 2002*

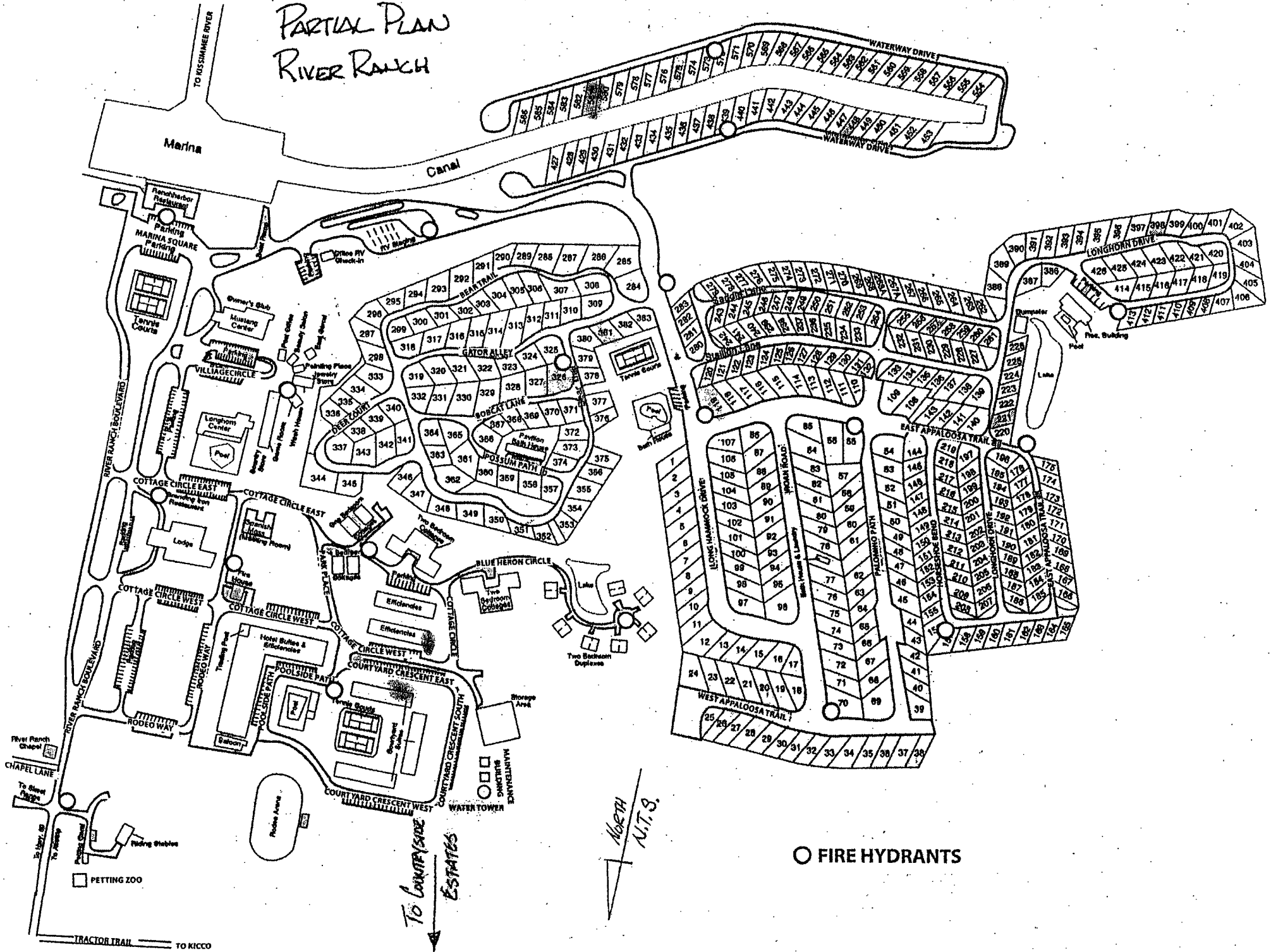
Bruce J. Colle, P.E.  
Florida Registration No. 44246

Enclosure (1)

cc: River Ranch Water Management LLC  
Greenspoon Marder Hirschfeld Rafkin Ross & Berger  
File 200150.010

bc: Mark Waltrip  
Harry Stecher  


# PARTIAL PLAN RIVER RANCH



○ FIRE HYDRANTS

**EXHIBIT 10  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART V, ITEM A)**

Copy of recorded deed for subject utilities to Applicant attached. Copy of certificate of title by which River Ranch was acquired is set forth at Exhibit 2.

This instrument prepared by and return to:  
Michael E. Marder, Esquire  
Greenspoon, Marder, Hirschfeld,  
Raffkin, Ross & Berger, P.A.  
135 W. Central Blvd., Suite 1100  
Orlando, Florida 32801

**INSTR # 2002012798**  
**OR BK 04905 PG 1143**

RECORDED 01/22/2002 08:32 AM  
RICHARD M. WEISS CLERK OF COURT  
POLK COUNTY  
DOC TAX PD(F.S.201.02) 0.70  
DEPUTY CLERK B Morris

### Quit-Claim Deed

This Quit-Claim Deed, executed effective the 16<sup>th</sup> day of January, 2002 by **WESTGATE RESORTS, LTD.**, a Florida limited partnership, whose address is 5601 Windhover Drive, Orlando, FL 32819, first party, to **RIVER RANCH WATER MANAGEMENT, L.L.C.**, a Florida limited liability company, whose address is 5601 Windhover Drive, Orlando, FL 32819, 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 \$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.**

Subject property is not the homestead of the Grantor.

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:

WESTGATE RESORTS, LTD., a Florida limited partnership  
By: WESTGATE RESORTS, INC., a Florida corporation,  
its sole general partner

By:   
David A. Siegel, President

Witness Signature  
Print name: Joann Mankamer

Witness Signature  
Print name: Anne Winsor

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2002, by David A. Siegel, as President of Westgate Resorts, Inc., a Florida corporation, as sole general partner of Westgate Resorts, Ltd., a Florida limited partnership, on behalf of the partnership, who is [] personally known to me, OR [] produced \_\_\_\_\_ as identification.

Joann D. Mankamer  
My Commission CC845584  
Expires July 19, 2003

Notary Public, State of Florida

## EXHIBIT "A"

## LEGAL DESCRIPTION

SEWAGE TREATMENT PLANT SITE more particularly described as follows: Begin 239.31 feet East and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a point; thence run N 77° 18' 48" E, 1309.37 feet; thence S 21° 56' 23" E, 588.47 feet; thence S 34° 53' 15" E, 476.79 feet to a Permanent Reference Monument; thence S 52° 23' 48" W, along the Northerly boundary of RIVER RANCH SHORES UNIT TWO as recorded in Plat Book 49, Page 6, of the Public Records of Polk County, Florida, 1006.00 feet to another Permanent Reference Monument and the Point of Beginning.

Together with an Easement 10 feet wide for a force main with its centerline described as follows: Commence at the South ¼ Section corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, run thence East 239.31 feet; North 659.87 feet; N 37° 36' 12" W, 1594.51 feet; N 77° 18' 48" E, 1148.60 feet to the Point of Beginning: From the Point of Beginning run N 16° 48' 32" W, 508.00 feet; thence N 61° 35' 28" E, 232.00 feet; thence N 28° 24' 32" W, 25.00 feet to the point of termination from said centerline.

ALSO together with an Easement 30 feet wide for a Water Main and Access Road Easement with its centerline described as follows: Commence at the Northwesterly corner of the above described Sewage Treatment Plant Site and run N 77° 18' 48" E, along its Northern boundary, 710.16 feet to the point of beginning of said centerline; thence run N 21° 38' 45" E, 363 feet to the Water Tank Site and the point of termination for said centerline.

ALSO together with an Easement 20 feet wide for Drainage with its centerline described as follows: Commence at the Northeasterly corner of the above described Sewage Treatment Plant Site and run S 21° 56' 23" E, along its Easterly boundary, 185 feet to the point of beginning of said centerline; thence run N 68° 03' 37" E, 50 feet to an existing Drainage Canal and the point of termination for this centerline.

AND

WATER TANK SITE, WATER PUMPING STATION SITE, ROAD EASEMENT AND WATER MAIN EASEMENT, all more particularly described as follows:

Water Tank Site: Commence at a Permanent Reference Monument which lies 239.31 feet East, and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 331.72



feet to the Point of Beginning; From the Point of Beginning continue N 22° 55' 02" W, 190.00 feet; thence S 67° 04' 58" W, 253.00 feet; thence S 22° 55' 02" E, 163.00 feet; thence S 68° 59' 50" E, 216.96 feet; thence N 22° 04' 58" E, 110.00 feet; thence Northeasterly along the arc of a curve to the left (radius 64.65 feet, central angle 45° 00' 00") 50.78 feet to the Point of Beginning.

Water Pumping Station Site: Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 521.72 feet; thence run N 67° 04' 58" E, 190.00 feet to the point of beginning; From the Point of Beginning continue N 67° 04' 58" E, 80.00 feet; thence run N 22° 55' 02" W, 85.00 feet; thence S 67° 04' 58" W, 80.00 feet; thence S 22° 55' 02" E, 85.00 feet to the Point of Beginning.

Road Easement: All lands lying with 25 feet right and left of the following described centerline: Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South ¼ corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 496.72 feet to the point of beginning; From the Point of Beginning run N 67° 04' 58" E, 270.00 feet to the point of termination for said centerline on the Westerly boundary of an existing road.

Water Main Easement: An Easement 15 feet wide for a Water Main with its centerline described as follows: Commence at the Northeasterly corner of the above described Water Tank Site and run S 67° 04' 58" W, along its Northerly boundary, 150.5 feet to the point of beginning; thence N 23° 13' 24" W, 218.23 feet; thence S 78° 01' 23" W, 172.10 feet; thence S 62° 42' 54" W, 161.33 feet; thence S 68° 56' 05" W, 254.07 feet; thence N 23° 48' 25" W, 683.03 feet for a point which lies 10 feet South of the Southerly boundary of River Ranch Drive and the point of termination for this centerline; thence an Easement 20 feet wide along the Southerly boundary of River Ranch Drive in a Northwesterly direction to its intersection with River Ranch Boulevard.

**EXHIBIT 11  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART V, ITEM B)**

Sample tariff sheets attached.

**WATER TARIFF**

River Ranch Water Management, L.L.C.  
**NAME OF COMPANY**

**FILED WITH**

**FLORIDA PUBLIC SERVICE COMMISSION**



NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0254-FOF-WS	02/09/99	971185-WS	Original

(Continued to Sheet No. 3.1)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Sections 10, 15, 22, 23 and E 1/2 of Section 26, that part of Sections 11, 14, 24, 25, 36, lying west of proposed Kissimmee Canal 38, all being in Township 31S, Range 31E.

That part of Section 31, Township 31S, Range 32E lying west of proposed Kissimmee Canal 38.

The E 1/2 of Section 1, Township 32S, Range 31E.

That part of Section 6, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

All of Section 7, Township 32S, Range 32E, lying west of proposed Kissimmee Canal 38, less the SW 1/4.

That part of Section 8, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

The NE 1/4 of Section 18, Township 32S, Range 32E.

That part of Sections 17, 20, 28, 29, 33, lying west of proposed Kissimmee Canal 38, and all of Sections 30, 31, 32, all being in Township 32S, Range 32E.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Polk	Long Hammock, Phase One	Multiple Dwelling	13
Polk	River Ranch Shores, Unit One	Multiple Dwelling	13
Polk	River Ranch Inn and Cottages, Phase One	Multiple Dwelling	13
Polk	River Ranch Inn and Cottages, Phase Two	Multiple Dwelling	13
Polk	River Ranch RV Resort, Phase Two - RV Lots	Multiple Dwelling	13
Polk	River Ranch RV Resort, Phase Three-RV Lots, Replat	Multiple Dwelling	13
Polk	River Ranch RV Resort, Phase Four - RV Lots	Multiple Dwelling	13
Polk	River Ranch RV Resort, Phase V-A - RV Lots	Multiple Dwelling	13

ISSUING OFFICER

TITLE



NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is River Ranch Water Management, L.L.C.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE CONNECTION"** - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 **"SERVICE LINES"** - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 **"TERRITORY"** - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills .....	10.0	22.0
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(Continued to Sheet No. 6.1)

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ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

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. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

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

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

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

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

(Continued on Sheet No. 8.0)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

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

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

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

(Continued on Sheet No. 9.0)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

(Continued from Sheet No. 9.0)

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

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

<u>RATE</u> -	First 4,000 Gallons or less	\$6.00
	Next 6,000 Gallons (per 1,000 gallons)	\$0.85
	Next 40,000 Gallons (per 1,000 gallons)	\$0.50
	Next 50,000 Gallons (per 1,000 gallons)	\$0.35

<u>MINIMUM MONTHLY</u> -	5/8" X 3/4"	\$6.00
<u>CHARGE</u>	1"	\$9.40
	1 1/2"	\$18.10
	2"	\$22.60
	3"	\$38.80

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 -

TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: River Ranch Water Management, L.L.C.

WATER TARIFF

MULTIPLE DWELLING SERVICE

RATE SCHEDULE MDS – WATER SERVICE

AVAILABILITY – Wastewater service, in accordance with this Rate Schedule is available to all residential customers in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions throughout the Company’s franchise area in Polk County, Florida

APPLICABILITY – This rate schedule is applicable to all residential customers in multiple dwelling structures, state licensed mobile home parks and mobile home subdivisions.

DEFINITION –A multiple dwelling structure, state licensed mobile home parks or mobile home subdivision is defined as a structure or park containing more than one dwelling unit, regardless of the form of ownership.

LIMITATIONS – Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE –

QUARTERLY

River Ranch Shores (One Bath)	\$20.25
River Ranch Shores (Other)	\$22.80

MONTHLY

Long Hammock	6.00
River Ranch RV Resorts	6.00
River Ranch Inn and Cottages	4.00

TEMPORARY DISCONNECT – Upon application by the customer and when physically possible for the Company to seal off service to a particular vacant unit of a multiple dwelling structure, state-licensed mobile home park or mobile home subdivision, by means of a valve or other acceptable device, the obligation of paying for service to that unit shall be released upon installation of the Company’s seal for as long as the Company’s seal on such device remains unbroken. Said device shall be installed at the expense of the Customer and shall further be readily assessable at all times to the Company’s representatives. In such cases, the Company’s service charge for temporary disconnect will apply.

EFFECTIVE DATE –

\_\_\_\_\_  
ISSUING OFFICER

TYPE OF FILING –

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Company, L.L.C.

WATER TARIFF

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"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of \_\_\_\_\_ 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 Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<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 .....	\$ <sup>1</sup>	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot ( __ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<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 .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING -

\_\_\_\_\_  
 ISSUING OFFICER

\_\_\_\_\_  
 TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
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APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Phone Number:

Invoice No.

Date:

Sold To:

Ship To:

Order Date:

Ship Date:

Terms:

Date:

<u>Item#</u>	<u>Ordered</u>	<u>Shipped</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: River Ranch Water Management, L.L.C.  
WATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

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

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_


City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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

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

  
 \_\_\_\_\_  
 Signature  
 4-9-02  
 \_\_\_\_\_  
 Date

ISSUING OFFICER

TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

COPY OF CUSTOMER'S BILL

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
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Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines) .....		
Cost Records and "As-Built" Plans .....		
Design by Independent Engineers .....		
Developer Agreements .....		
Easements and Rights-of-Way .....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections .....		
Obligations of Developer .....		
Obligations of Company .....		
Off-Site Facilities .....		
On-Site Facilities .....		
Refundable Advances .....		
Schedule of Fees and Charges .....	Go to Sheet No. 17.0	
System Design and Construction .....		
Table of Daily Flows .....		
Transfer of Contributed Property - Bills of Sale .....		

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ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 17.0
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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WATER TARIFF

SERVICE AVAILABILITY POLICY

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

**WASTEWATER TARIFF**

River Ranch Water Management, L.L.C.  
NAME OF COMPANY

**FILED WITH**

**FLORIDA PUBLIC SERVICE COMMISSION**



WASTEWATER TARIFF

River Ranch Water Management, L.L.C.

NAME OF COMPANY

5601 Windhover Drive

Orlando, Florida 32819

(ADDRESS OF COMPANY)

(407) 351-3351 Ext. 101

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ISSUING OFFICER

TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

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Description of Territory Served .....	3.1
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Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0
Service Availability Policy .....	21.0
Standard Forms .....	17.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0254-FOF-WS	02/09/99	971185-WS	Original

(Continued to Sheet No. 3.1)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Sections 10, 15, 22, 23 and E 1/2 of Section 26, that part of Sections 11, 14, 24, 25, 36, lying west of proposed Kissimmee Canal 38, all being in Township 31S, Range 31E.

That part of Section 31, Township 31S, Range 32E lying west of proposed Kissimmee Canal 38.

The E 1/2 of Section 1, Township 32S, Range 31E.

That part of Section 6, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

All of Section 7, Township 32S, Range 32E, lying west of proposed Kissimmee Canal 38, less the SW 1/4.

That part of Section 8, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

The NE 1/4 of Section 18, Township 32S, Range 32E.

That part of Sections 17, 20, 28, 29, 33, lying west of proposed Kissimmee Canal 38, and all of Sections 30, 31, 32, all being in Township 32S, Range 32E.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Polk	Long Hammock, Phase One	Multiple Dwelling Service	13
Polk	River Ranch Shores, Unit One	Multiple Dwelling Service	13
Polk	River Ranch Inn and Cottages, Phase One	Multiple Dwelling Service	13
Polk	River Ranch Inn and Cottages, Phase Two	Multiple Dwelling Service	13
Polk	River Ranch RV Resort, Phase Two - RV Lots	Multiple Dwelling Service	13
Polk	River Ranch RV Resort, Phase Three-RV Lots, Replat	Multiple Dwelling Service	13
Polk	River Ranch RV Resort, Phase Four - RV Lots	Multiple Dwelling Service	13
Polk	River Ranch RV Resort, Phase V-A - RV Lots	Multiple Dwelling Service	13

ISSUING OFFICER

TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BFC"** - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 **"COMMISSION"** - The shortened name for the Florida Public Service Commission.
- 4.0 **"COMMUNITIES SERVED"** - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.  
River Ranch Water
- 5.0 **"COMPANY"** - The shortened name for the full name of the utility which is Management, L.L.C.
- 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 used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 **"MAIN"** - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 **"RATE"** - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 **"RATE SCHEDULE"** - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 **"SERVICE"** - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all 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.

(Continued to Sheet No. 5.1)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE CONNECTION"** - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 **"SERVICE LINES"** - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 **"TERRITORY"** - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills .....	10.0	20.0
Application .....	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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(Continued to Sheet No. 6.1)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

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. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for 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 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.

(Continued on Sheet No. 8.0)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

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 **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 wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 **CHANGE OF CUSTOMER'S INSTALLATION** - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any 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.

(Continued on Sheet No. 9.0)

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of 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 Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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

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

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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.

(Continued on Sheet No. 10.0)

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ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 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.

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ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS .....	12.0
Miscellaneous Service Charges .....	15.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	16.0



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ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

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 - A charge equal to one hundred percent of the monthly water bill for services rendered in the same month for which sewer is being rendered. Where water service is rendered by others, the water supply meter of the customer will be read monthly and the Company will apply its applicable water rates to determine the sewer charge in accordance with the preceding sentence. No temporary discontinuance of service will be allowed to sewer...only service unless by specific consent.
- MINIMUM CHARGE - \$6.00 Minium Monthly Charge.
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING -

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

rate schedule rs

AVAILABILITY –

Wastewater service, in accordance with this Rate Schedule is available throughout the Company's franchise area in Polk County, Florida

APPLICABILITY –

This rate schedule is applicable to individual family residences also, sewer service is available under this schedule to multiple family structures, state-licensed mobile home parks and mobile home subdivisions where separate service connections and meter is installed for each family unit supplied with water service. Each such family will be separately billed.

LIMITATIONS –

Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE –

A flat rate of \$6.00 per month.

TERMS OF PAYMENT –

Bills are due and payable when rendered. Bills shall be considered delinquent if not paid after twenty-one (21) days and service may be discontinued after five (5) days written notice.

ADDITIONAL CLAUSES –

Water and Sewer charges are billed concurrently and payment for wastewater service only is not acceptable to the Company without concurrent or simultaneous payment of the sewer charge. Non receipt of payment for total charges may result in discontinuance of service thereof.

EFFECTIVE DATE –

TYPE OF FILING –

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY: River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

MULTIPLE DWELLING SERVICE

RATE SCHEDULE MDS – Wastewater service

AVAILABILITY – Wastewater service, in accordance with this Rate Schedule is available to all residential customers in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions throughout the Company’s franchise area in Polk County, Florida

APPLICABILITY – This rate schedule is applicable to all residential customers in multiple dwelling structures, state licensed mobile home parks and mobile home subdivisions.

DEFINITION – A multiple dwelling structure, state licensed mobile home parks or mobile home subdivision is defined as a structure or park containing more than one dwelling unit, regardless of the form of ownership.

LIMITATIONS – Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE –

QUARTERLY

River Ranch Shores (One Bath) **	\$20.25
River Ranch Shores (Other)	\$22.80

MONTHLY

long Hammock	4.50
River Ranch RV Resorts	4.50
River Ranch Inn and Cottages	3.00

TEMPORARY DISCONNECT – Upon application by the customer and when physically possible for the Company to seal off service to a particular vacant unit of a multiple dwelling structure, state-licensed mobile home park or mobile home subdivision, by means of a valve or other acceptable device, the obligation of paying for service to that unit shall be released upon installation of the Company’s seal for as long as the Company’s seal on such device remains unbroken. Said device shall be installed at the expense of the Customer and shall further be readily assessable at all times to the Company’s representatives. In such cases, the Company’s service charge for temporary disconnect will apply.

TERMS OF PAYMENT – Bills are due and payable when rendered. Bills shall be considered delinquent if not paid after twenty-one (21) days and service may be discontinued after five (5) days written notice.

ADDITIONAL CLAUSES – Water and Sewer charges are billed concurrently and payment for wastewater service only is not acceptable to the Company without concurrent or simultaneous payment of the sewer charge. Non receipt of payment for total charges may result in discontinuance of service thereof.

EFFECTIVE DATE –

TYPE OF FILING –

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

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"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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 \_\_\_\_\_ 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 -

TYPE OF FILING -

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\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

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 may be levied for service initiation at a location where service did not exist previously.

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

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

EFFECTIVE DATE

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NAME OF COMPANY River Ranch Water Management, L.L.C.  
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<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> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC ( )GPD .....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot ( )foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<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 .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

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NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE ..... 19.0

COPY OF CUSTOMER'S BILL ..... 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT ..... 18.0

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Phone Number:

Invoice No.

Date:

Sold To:

Ship To:

Order Date:

Ship Date:

Terms:

Date:

<u>Item#</u>	<u>Ordered</u>	<u>Shipped</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY: River Ranch Water Management, L.L.C.  
WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

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

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_


City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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

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

  
 \_\_\_\_\_  
 Signature  
 4-9-02  
 \_\_\_\_\_  
 Date

ISSUING OFFICER \_\_\_\_\_

TITLE \_\_\_\_\_

NAME OF COMPANY River Ranch Water Management, L.L.C.  
WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Phone Number:

Invoice No.

Date:

Sold To:

Ship To:

Order Date:

Ship Date:

Terms:

Date:

<u>Item#</u>	<u>Ordered</u>	<u>Shipped</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY River Ranch Water Management, L.L.C.  
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
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Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines) .....		
Cost Records and "As-Built" Plans .....		
Design by Independent Engineers .....		
Developer Agreements .....		
Easements and Rights-of-Way .....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections .....		
Obligations of Developer .....		
Obligations of Company .....		
Off-Site Facilities .....		
On-Site Facilities .....		
Refundable Advances .....		
Schedule of Fees and Charges .....	Go to Sheet No. 16.0	
System Design and Construction .....		
Transfer of Contributed Property - Bills of Sale .....		

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TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 16.0
Service Availability Policy .....	22.0

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\_\_\_\_\_  
TITLE

NAME OF COMPANY River Ranch Water Management, L.L.C.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

- (a) When water and sewage facilities are installed, each home site with a service available shall be assessed an amount of \$650.00 based on construction cost during the later half of 1970 (subject to escalation based on construction cost at the time such facilities are actually installed); this assessment is non-refundable by the utility. The installation of water and sewage facilities within 150 feet of any home site shall constitute service availability and the assessment of \$650.00 shall apply. When actual service is requested, the Company shall provide service laterals to the property line on the home site at no additional charge.
- (b) In the event the Company, its successors or assigns has precollected all or any portion of the main extension fees prior to the actual installation of utilities facilities pursuant to contract with the home site buyer, then, upon proof of payments, home site buyer will be given credit for said payments against amounts due under Part (a) above.
- (c) Main extensions to commercial, industrial, institutional and multiple family dwellings shall be made on the basis of economic feasibility of connection of each such perspective customer requesting service. The annual revenues for each such service shall be sufficient to cover the Company's expenses, depreciation, taxes (including federal income taxes) and provide a fair and reasonable return on the Company's investment, otherwise, the Company will require contributions, cash advances or minimum guarantees (a portion of which may not be used and useful to the utility or its existing customers) sufficient to enable the Company to earn a fair return on its net investment.
- (d) Whenever any structure is completed where the Company's facilities are available as defined under Part (a) above, and the connection of water and sewage facilities of said structure with those of the Company are required, then service charges will apply at the time connection is made. In the event of refusal to connect on the part of the owner of any structure, then within thirty (30) days after notice in writing by the Company to connect, minimum monthly charges for each service available will be assessed.
- (e) In the event water service only or sewer service only is made available, the assessment under Part (a) above shall be prorated according to the ratio of the installation cost to make that single service available to the installation cost of combined water and sewer service at the time of installation.
- (f) Whenever water or sewer service is made available to a home site, a maintenance fee to be included in the Company's revenue may apply from such time until a structure is erected and connected to water and sewage facilities of the Company. Upon such connection and assumption of payment of water and sewage service charges, said maintenance fee will be discontinued. Such maintenance fee, if assessed, shall be determined on the basis of the annual fixed charges of the Company for items such as but not limited to repairs, maintenance expenses, taxes and depreciation, which may be estimated if not known, and which will be filed with the Commission each year. Where allocations are required, they are to be made on a rational and reasonable basis.

ISSUING OFFICER

TITLE

**EXHIBIT 12  
TO  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
(RIVER RANCH)  
(REFERENCE: PART V, ITEM C)**

Applicant has been unable to find the originals or copies of the current operating certificates for the subject utilities (603-W and 519-S).