DOCKET NO. 150019-WS

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Crystal Card

From:	Bronwyn Ferrell <bferrell@sfflaw.com></bferrell@sfflaw.com>
Sent:	Tuesday, January 06, 2015 1:13 PM
То:	Filings@psc.state.fl.us
Cc:	Marty Deterding; Bronwyn Ferrell
Subject:	GCP Plantation Landings LLC - Original Filing
Attachments:	GCP Plantation Landings LLC Application.pdf

a. The full name, address, telephone number, and e-mail address of the person responsible for the electronic filing:

F. Marshall Deterding Sundstrom & Mindlin, LLP 2548 Blairstone Pines Drive Tallahassee, Florida 32301 (850) 877-6555/(850)656-4029 Fax

b. The docket number and title if filed in an existing docket:

Original filing – check will be brought over this afternoon.

c. The name of the party on whose behalf the document is filed:

GCP REIT III and Sun Communities Operating Limited Partnership

d. The total number of pages in each attached document: 83 pages; breaks down as:

Application - 8 pages

Exhibit A - 2 pages

Exhibit B – 61 pages

Exhibit C - 10 pages

Exhibit D – 1 page

Exhibit E – 1 page

e. A brief but complete description of each attached document.

Joint Application for Authority for Transfer of Majority Organizational Control.

BRONWYN R. FERRELL Legal Assistant



SUNDSTROM & MINDLIN, LLP Attorneys at Law 2548 Blairstone Pines Drive Tallahassee, Florida 32301 T: 850.877.6555 F: 850.656.4029 bferrell@sfflaw.com www.sfflaw.com

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Joint Application of GCP REIT III and Sun Communities Operating Limited Partnership for authority for transfer of majority organizational control of GCP Plantation Landings, LLC

Docket No.

JOINT APPLICATION FOR AUTHORITY FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

GCP REIT III and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP

("Applicants"), by and through their undersigned attorneys, pursuant to Rule 25-30.037(3),

F.A.C., files this Joint Application for authority for transfer of all of the issued and outstanding

membership interests in GCP Plantation Landings, LLC, and states:

1. The name and address of the Applicants are:

GCP REIT III c/o Green Courte Partners, LLC 840 South Waukegan Road, Suite 222 Lake Forest, Illinois 60045

Sun Communities Operating Limited Partnership c/o Sun Communities, Inc. 27777 Franklin Road, Suite 200 Southfield, Michigan 48034

2. The name, address and telephone number of the persons to contact concerning

this Application is:

F. Marshall Deterding, Esquire Sundstrom & Mindlin, LLP 2548 Blairstone Pines Drive Tallahassee, Florida 32301 Telephone: (850) 877-6555 Facsimile: (850) 656-4029 mdeterding@sfflaw.com 3. The Applicants are a Maryland real estate investment trust and a Michigan limited partnership.

4. This transfer of majority organizational control involves a transfer of the stock (by merger) of GCP REIT III (a "grandparent" entity). Immediately prior to the transaction, GCP Plantation Landings, LLC is currently owned by GCP Plantation Landings Holding, LLC, which is 100% owned by GCP REIT III.

The closing of the transaction is intended to occur on January 6, 2015. Upon the closing, GCP REIT III will be merged into Sun Maryland, Inc. which is owned by Sun Communities, Inc. Sun Maryland's interest in GCP Plantation Landings Holdings, LLC will be contributed to Sun Communities Operating Limited Partnership which is owned 92% by Sun Communities, Inc. and 8% by various limited partners, none of which own 5% or more of the ownership interest in that entity.

- 5. The Applicants provide the following in response to Rule 25-30.037(3):
 - (a) The complete name and address of the Seller is:

GCP REIT III c/o Green Courte Partners, LLC 840 South Waukegan Road, Suite 222 Lake Forest, Illinois 60045

(b) The complete name and address of the Buyer is:

Sun Communities Operating Limited Partnership c/o Sun Communities, Inc. 27777 Franklin Road, Suite 200 Southfield, Michigan 48034

(c) Sun Communities, Inc. owns 92% of Sun Communities Operating LimitedPartnership and is the General Partner in that entity. The remaining 8% is ownedby various Limited Partners, none of which owns more than 5% of the Limited

Partnership.

(d) The names and addresses of all of the corporate officers, directors, partners or other persons that will own an interest in the utility after the closing are as follows:

1) Sun Communities, Inc., General Partner

i. Gary Shiffman, Chairman, CEO, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

ii. John McLaren, President, COO: 27777 Franklin Road, Suite 200, Southfield, MI 48034

iii. Karen Dearing, EVP, CFO, Secretary and Treasurer: 27777 Franklin Road, Suite 200, Southfield, MI 48034

iv. Jonathan Colman, EVP: 27777 Franklin Road, Suite 200, Southfield, MI 48034

v. Ronald Piasecki, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

vi. Paul Lapides, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

vii. Clunet Lewis, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

viii. Arthur Weiss, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

ix. Brian Hermelin, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

2) Various Limited Partners

(e) Sun Communities Operating Limited Partnership is currently engaged in water and wastewater utility service operations in Florida through its ownership of the Saddle Oak Club system in Marion County. Sun Communities, Inc., through its affiliates and subsidiaries also operates the Buttonwood Bay and Water Oak systems regulated by the Florida Public Service Commission. In addition, Sun Communities, Inc., through its affiliates and subsidiaries, also operates several water and wastewater systems not regulated by the Florida Public Service Commission and will operate approximately seven additional systems either regulated by county governments or unregulated after this transaction is completed.

(f) The purchase price will be paid in a combination of cash, assumption of debt, and securities by the Buyer. Buyer has the financial capacity, or access to capital, required to fund future capital expenditures of the acquired system as demonstrated by the attached Balance Sheet for the parent company, Sun Communities, Inc., as filed with the U.S. Securities and Exchange Commission (Exhibit "A").

(g) The transfer is in the public interest. It is not anticipated that the acquisition by Buyer of the interests in GCP Plantation Landings, LLC will result in any immediate change in the day-to-day operational management of the Regulated Entity, and, as a result, the expertise of existing management will remain in place. By combining Buyer's and the Regulated Entity's management approach and regulatory and operational expertise with the regulatory and operation expertise and financial resources and support of Sun Communities, Inc. and its affiliates, the Regulated Entity will continue to have the ability to provide consistent and uninterrupted service to their customers.

The proposed transaction between Buyer and Seller does not contemplate any change in the direct ownership or control of the Regulated Entity. The Regulated Entity will continue to be a subsidiary of some of the same entities, but the ownership interest of the "grandparent" of the regulated entity will change. Sun Communities, Inc., through its subsidiaries and affiliates, has a long history of providing quality water and wastewater services at just and reasonable rates. Sun Communities, Inc., its subsidiaries and affiliates, has seasoned management teams with many years of experience in the water and wastewater industry. Their customer services staff and the local operating staff are also well experienced in their areas of operations. There are no immediate plans to change the local management team, the customer services, local area staffs, or the contract operators as a result of the proposed transaction. The day-to-day operations of the Regulated Entity will continue to be managed and operated in the same manner as they are currently operated. Following the proposed transaction, the Regulated Entity will also receive the support from the experienced staff of Sun Communities, Inc., and its affiliates.

Sun Communities, Inc. and/or its affiliates will acquire the mobile home park which is the service area of the regulated utility at the same time as acquisition of the utility. Therefore, Sun Communities, Inc. and its affiliates will be in the best position to insure the provision of high quality water and wastewater service on a going forward basis.

The proposed transaction does not affect the Commission's power with respect to the rates and services of the Regulated Entity or the authority of other

governmental agencies as to the Regulated Entity's services or facilities. Thus, the proposed transaction will not have any adverse effect upon the Regulated Entity or their services.

(h) Following the proposed transaction, Sun Communities, Inc. and its affiliates and subsidiaries, expect to provide funding to the regulated utility on an "as needed" basis. Sun Communities, Inc. has access to sufficient cash necessary to provide funding for the operations of the Regulated Entity.

(i) After reasonable investigation, the Buyer has determined that the utility system operated by the Regulated Entity appears to be in satisfactory condition and in substantial compliance with all applicable standards set by the Florida Department of Environmental Protection.

(j) This Application does not involve a transfer of the facilities or the land owned or occupied by the Regulated Entity. The Regulated Entity will continue to own or lease any land on which their utility treatment facilities are currently located. The evidence of this ownership or lease has previously been provided to the Commission in recent dockets and will continue in full force and affect after the transfer of the grandparent entity is completed.

(k) Because the transfer to Buyer affects the ownership of the stock or membership interests in the Regulated Entity's "grandparent" or other affiliate, and not direct ownership of the Regulated Entity itself, and only indirectly the ownership of the Applicant regulated utility, there will not be any change in the tariff sheets for the Regulated Entity, other than the address and issuing officer. These revised tariffs are attached as Exhibit "B" hereto.

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(1) Because the transfer affects the ownership of the membership interests of the "grandparent" of the regulated utility, there will not be any change in the Certificates of the Regulated Entity.

6. Sun Communities Operating Limited Partnership and the Regulated Entity will fulfill the existing commitments, obligations and representations of the Regulated Entity with regard to utility matters.

7. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030(5), Florida Administrative Code, is filed as Exhibit "C".

8. An Affidavit that actual notice of the Application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030(6), Florida Administrative Code, will be filed as Late Filed Exhibit "D".

9. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the applicable territories in accordance with Rule 25-30.030(7), Florida Administrative Code, will be filed as Late Filed Exhibit "E".

10. Pursuant to Rule 25-30.020(2)(c), Florida Administrative Code, the appropriate filing fee is \$1,500 (\$750 for water and \$750 for wastewater) and is attached hereto.

Respectfully submitted on this 6th day of January, 2015, by:

SUNDSTROM & MINDLIN, LLP 2548 Blairstone Pines Drive Tallahassee, Florida 32301 Telephone: (850) 877-6555/Fax; (850) 656-4029

By: / F. MARSHALL DETERDING

Sun communities/plantation landings app for transfer of majority org control

2982255

Of Counsel

AFFIDAVIT

STATE OF Michigan COUNTY OF Oaxland

The undersigned, GCP REIT III, by Michael A. Tarkington, not personally, but solely in his capacity as Secretary of GCP REIT III, does solemnly swear or affirm that, to the undersigned's actual knowledge, the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that, to the undersigned's actual knowledge, said statements of fact thereto constitute a complete statement of the matter to which it relates.

FURTHER AFFIANT SAYETH NAUGHT.

Dated as of January 6, 2015.

GCP REIT III, a Maryland real estate investment trust

By: Signature

Secretary Title

Sworn to and subscribed before me this 6th day of January, 2015, by Michael A. Tarkington, as Secretary of GCP REIT III, the indirect owner of GCP Plantation Landings, LLC. He/She is personally known to me or who provided (Driver's license) as identification.

LYTANYA E. LESTER NOTARY PUBLIC, OAKLAND COUNTY, MI My Commission Expires January 22, 2020 ACTING IN CHECKED COUNTY

Vitany & Diece

Print Name: LAMMAT. LEMPC NOTARY PUBLIC My Commission Expires: 1/22/2020

2982255.3

EXHIBIT "A"

Balance Sheet of Sun Communities, Inc.

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PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

SUN COMMUNITIES, INC. CONSOLIDATED BALANCE SHEETS (dollars in thousands, except per share amounts)

(man and the d)

		(unaudited) tember 30, 2014	De	cember 31, 2013
ASSETS				
Investment property, net (including \$55,648 and \$56,805 for consolidated variable interest entities at September 30, 2014 and December 31, 2013; see Note 8)	\$	1,884,632	\$	1,755,052
Cash and cash equivalents		259,152		4,753
Inventory of manufactured homes		5,480		5,810
Notes and other receivables, net		168,341		164,685
Other assets		113,192		68,936
TOTAL ASSETS	\$	2,430,797	\$	1,999,236
LIABILITIES				
Debt (including \$44,670 and \$45,209 for consolidated variable interest entities at September 30, 2014 and December 31, 2013; see Note 8)	\$	1,393,941	\$	1,311,437
Lines of credit				181,383
Other liabilities		123,351		109,342
TOTAL LIABILITIES		1,517,292	· .	1,602,162
Commitments and contingencies				
STOCKHOLDERS' EQUITY				
Preferred stock, \$0.01 par value. Authorized: 10,000 shares; Issued and outstanding: 3,400 shares at-September 30, 2014 and December 31, 2013		34		
Common stock, \$0.01 par value. Authorized: 90,000 shares; Issued and outstanding: 48,010 shares at September 30, 2014 and 36,140 shares at December		480		261
31, 2013		480		361
Additional paid-in capital		1,709,337		1,141,590
Accumulated other comprehensive loss		(277)		(366)
Distributions in excess of accumulated earnings		(807,590)		(761,112)
Total Sun Communities, Inc. stockholders' equity		901,984		380,507
Noncontrolling interests:		42 (70		45 540
Series A-1 preferred OP units		43,670		45,548
Series A-3 preferred OP units Common OP units		3,463		3,463
		(35,498)		(31,907)
Consolidated variable interest entities		(114)	·	(537)
Total noncontrolling interests	····-	11,521		16,567
TOTAL STOCKHOLDERS' EQUITY	·	913,505		397,074
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$	2,430,797	\$	1,999,236

See accompanying Notes to Consolidated Financial Statements.

EXHIBIT "B"

Tariff

WATER TARIFF

GCP Plantation Landings, LLC. NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WATER TARIFF

GCP Plantation Landings, LLC. NAME OF COMPANY

c/o Sun Communities, Inc.

27777 Franklin Road, Suite 200

Southfield, Michigan 48034

(ADDRESS OF COMPANY)

(727) 451-1067 (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JOHN McLAREN ISSUING OFFICER

GCP PLANTATION LANDINGS, LLC.

ORIGINAL SHEET NO. 2.0

WATER TARIFF

TABLE OF CONTENTS

Sheet Number

Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	26.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

JOHN McLAREN ISSUING OFFICER

PRESIDENT_____ TITLE

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 606-W

COUNTY - Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
PSC-99-1227-PAA-WS	6/21/1999	981338-WS	Grandfather Certificate
PSC-13-0173-PAA-WS	4/26/2013	120219-WS	Transfer of Certificate

(Continued to Sheet No. 3.1)

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

In Part of Section 25, Township 27 South, Range 26 East, and Section 31, Township 27 South, Range 27 East, Polk County, Florida described as follows:

Section 25, Township 27 South, Range 26 East

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, thence run North 89'50'54" East a distance of 366.37 feet to the Point of Beginning; thence run North 0007'52" West a distance of 70.32 feet; thence run South 7937'37" East along the southerly boundary line of U.S. 17-92 (State Road 600) to the intersection of said line with the North boundary line of said South 1/2 of Section 25; thence run South 8950'54" West to the Point of Beginning; and

That part of the East 3/4 of the South 1/2 of Section 25, Township 27 South, Range 26 East which lies south of U.S. 17-92 (State Road 600) LESS AND EXCEPT the following tracts of land:

- A. The North 208.71 feet of the Easterly 869.6 feet of the Northeast 1/4 of the Southwest 1/4 of Section 25.
- B. That certain parcel of land described as follows: commence at the center of Section 25, Township 27 South, Range 26 East; thence run South 0012'09" East along the quarter line a distance of 138.44 feet; thence run South 7938'00" East a distance of 674.55 feet; thence run North 0010'00" West a distance of 261.60 feet; thence run westerly along the North boundary line of the S 1/2 of said Section 25 to the Point of Beginning.
- C. The East 1/4 of the Northeast 1/4 of the Southeast 1/4 and West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 25.
- D. The South 600 feet of the North 612.93 feet of the West 200 feet of the East 240 feet of the Southeast 1/4 of Section 25.

Section 31, Township 27 South, Range 27 East Plantation Landings (percolation pond)

Commence at the Northwest corner of Section 31, Township 27 South, Range 27 East, Polk County, Florida run South 0000'54" West, along the West boundary of said Section 31, a distance of 30.0 feet to the Point of Beginning; thence run North 8938'18" East a distance of 558.0 feet; thence run South 0016'22" West, a distance of 37.81 feet; thence run South 8635'00" East, a distance of 688.0 feet; thence run South 0300'00" East, a distance of 295.0 feet; thence run North 8307'00" West, a distance of 925.0 feet; thence run North 0425'00" East, a distance of 237.0 feet; thence run South 8938'18" West, a distance of 360.0 feet to a point in the West boundary of said Section 31; thence run North 0003'54" East, a distance of 25.0 feet to the Point of Beginning. LESS AND EXCEPT the West 25.0 feet, thereof, for road Right-of-Way of Dyson Road.

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ORIGINAL SHEET NO. 4.0

GCP PLANTATION LANDINGS, LLC. WATER TARIFF

COMMUNITIES SERVED LISTING

County	Development	Rate Schedule(s)	Sheets No.
<u>Name</u>	<u>Name</u>	<u>Available</u>	
Polk	Plantation Landings Mobile Home Park	GS & RS	12.0 & 13.0

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TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> 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 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 <u>"COMMISSION"</u> The shortened name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> 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 <u>"COMPANY"</u> The shortened name for the full name of the utility which is GCP Plantation Landing, LLC.
- 6.0 <u>"CUSTOMER"</u> 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 <u>"CUSTOMER'S INSTALLATION"</u> 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 <u>"MAIN"</u> A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 <u>"RATE SCHEDULE"</u> 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 <u>"SERVICE"</u> 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)

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 5.0)

- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> 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 <u>"TERRITORY"</u> 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.

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ORIGINAL SHEET NO. 6.0

INDEX OF RULES AND REGULATIONS

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Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
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(Continued to Sheet No. 6.1)

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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Unauthorized Connections – Water	10.0	19.0

JOHN McLAREN ISSUING OFFICER

PRESIDENT_____ TITLE

RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - 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 <u>POLICY DISPUTE</u> 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 <u>APPLICATION</u> 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 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> 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 <u>DELINQUENT BILLS</u> 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)

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 7.0)

9.0 <u>CONTINUITY OF SERVICE</u> - 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 <u>LIMITATION OF USE</u> - 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 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> 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 <u>PROTECTION OF COMPANY'S PROPERTY</u> 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)

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 8.0)

13.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> - 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.

Not withstanding 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 <u>ACCESS TO PREMISES</u> 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 <u>RIGHT-OF-WAY OR EASEMENTS</u> 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 <u>CUSTOMER BILLING</u> 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 <u>TERMINATION OF SERVICE</u> - 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)

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 9.0)

- 18.0 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> 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 <u>UNAUTHORIZED CONNECTIONS WATER</u> 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 <u>METERS</u> 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 <u>ALL WATER THROUGH METER</u> 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 <u>ADJUSTMENT OF BILLS</u> 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 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> 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 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 11.0

INDEX OF RATES AND CHARGES SCHEDULES

Sheet Number

Customer Deposits	16.0
Fire Protection Service	14.0
General Service, GS	12.0
Meter Test Deposit	17.0
Miscellaneous Service Charges	18.0
Residential Service, RS	13.0
Multi-Residential Service, MS	15.0
Service Availability Fees and Charges	19.0

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 12.0

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

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

BILLING PERIOD – Monthly

RATE --

	Meter Sizes	<u>Base Facili</u>	<u>ity Charge</u>
	5/8" x 3/4"	\$	4.71
	3/4"	\$	7.07
	1"	\$	11.78
	1 1/2"	\$	23.55
	2"	\$	37.68
	3"	\$	75.37
	4"	\$	117.76
	6"	\$	235.52
	Gallonage Charge (Per 1,000 gallons)		\$1.62
MINIMUM CHARGE	Base Facility 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 water service, service may then be discontinued.

EFFECTIVE DATE - June 11, 2013

TYPE OF FILING – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 13.0

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE -

Meter Sizes	Base F	Facility Charge
5/8" x 3/4"	\$	4.71
3/4"	\$	7.07
1"	\$	11.78
1 1/2"	\$	23.55
2"	\$	37.68
3"	\$	75.37
4"	\$	117.76
6"	\$	235.52
Gallonage Charge (Per 1,000 gallons)	\$	1.62

MINIMUM CHARGE – Base Facility 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 water service, service may then be discontinued.

EFFECTIVE DATE – June 11, 2013

TYPE OF FILING – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 14.0

RATE SCHEDULE

Hold for Future Use

EFFECTIVE DATE - June 11, 2013

TYPE OF FILING - Transfer Certificate

JOHN McLAREN ISSUING OFFICER

PRESIDENT_____ TITLE

ORIGINAL SHEET NO. 15.0

RATE SCHEDULE

Hold for Future Use

EFFECTIVE DATE - June 11, 2013

TYPE OF FILING – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

PRESIDENT_____ TITLE

CUSTOMER DEPOSITS

<u>ESTABLISHMENT OF CREDIT</u> - 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.

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

	<u>Residential</u>	General Service
5/8" x 3/4"	N/A	<u>N/A</u>
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - 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 Customer's account during the month of <u>N/A</u> each year.

<u>REFUND OF DEPOSIT</u> - 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 – June 11, 2013

TYPE OF FILING - Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 17.0

METER TEST DEPOSIT

<u>METER BENCH TEST REQUEST</u> - 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>FEE</u>
\$20.00
\$25.00
Actual Cost

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

<u>METER FIELD TEST REQUEST</u> - 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 - June 11, 2013

<u>TYPE OF FILING</u> – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 18.0

GCP PLANTATION LANDINGS, LLC. 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 require multiple actions.

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

<u>NORMAL RECONNECTION</u> - 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.

<u>VIOLATION RECONNECTION</u> - 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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - 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	N/A
Normal Reconnection Fee	N/A
Violation Reconnection Fee	N/A
Premises Visit Fee (in lieu of disconnection)	N/A

EFFECTIVE DATE – June 11, 2013

<u>TYPE OF FILING</u> – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 18.1

RETURNED CHECK CHARGE	
\$50.00 or less	\$25.00
\$50.01 to \$300.00	\$30.00
\$300.01 and above	\$40.00

LATE PAYMENT Late Payment Fee

\$5.00

EFFECTIVE DATE - June 11, 2013

<u>TYPE OF FILING</u> – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

PRESIDENT_____ TITLE

ORIGINAL SHEET NO. 19.0

Refer to Service Availability Policy Sheet No./Rule No.

SERVICE AVAILABILITY FEES AND CHARGES

	• · ·
Description	<u>Amount</u>
Back-Flow Preventor Installation Fee	•
5/8" x 3/4"	\$ \$ \$ \$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$
Customer Connection (Tap-in) Charge	
5/8" x 3/4" metered service	\$ \$ \$ \$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$
Guaranteed Revenue Charge	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (GPD)	\$
All others-per gallon/month	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (GPD)	\$
All others-per gallon/month	\$
Inspection Fee	\$
Main Extension Charge	
Residential-per ERC (GPD)	\$
All others-per gallon	\$
or	÷
Residential-per lot (foot frontage)	\$
All others-per front foot	\$
Meter Installation Fee	÷
5/8" x 3/4"	\$
1"	¢ ¢
1 1/2"	¢
2"	¢ ¢
Over 2"	¢ 4
Plan Review Charge	\$ \$ \$ \$ \$
Plant Capacity Charge	Ψ
Residential-per ERC (GPD)	¢
All others-per gallon	\$ \$
	φ
System Capacity Charge	¢
Residential-per ERC (GPD)	\$
All others-per gallon	\$

EFFECTIVE DATE -- June 11, 2013

<u>TYPE OF FILING</u> – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 20.0

INDEX OF STANDARD FORMS

Description	Sheet No.
APPLICATION FOR METER INSTALLATION	23.0
APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 21.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

JOHN McLAREN ISSUING OFFICER

APPLICATION FOR WATER SERVICE

	Sample Application Form	
Name		
Billing Address		
City	State	Zip
Service Address		
City	State	Zip
Date service should begin		
Service requested:	Water Wa	astewater 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 water 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

Date

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ORIGINAL SHEET NO. 23.0

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 24.0

Date: 5/2/2013

COPY OF CUSTOMER'S BILL

Lot#

American Land Lease Plantation Landings 23 O'Hara Drive Haines City, FL 33844

Profile # t0010732



	Balance Forward	\$ 0.00	
5/1/13	Base Rent (05/2013)	401.10	
5/1/13	Tax Pass On (05/2013)	27.59	
5/1/13	Sewer Base Fee (05/2013)	9,41	
5/1/13	Sewer Usage (03/13/2013-04/14/2013)	5.91	
5/1/13	Water Base Fee (05/2013)	4.71	
5/1/13	Water Usage (03/13/2013-04/14/2013)	3.50	
10 10	Total Amount Due	\$ 452.22	
Billing Period	03/13/13 - 04/14/13 Water Usage Billing Period 03/13/13 - 04/14	4/13	

Sewer Usage Billing Period 03/13/13 - 04/14/13		Water Usage Billing Period 03/13/13 - 04/14/13	
Prior Period Meter Reading:	16,860	Prior Period Meter Reading:	16,860
Current Period Meter Reading:	19,050	Current Period Meter Reading:	19,050
Current Consumption:	2,190	Current Consumption:	2,190

If you are on direct pay, these funds will be withdrawn from your account on the 5th of the month or the first business day thereafter. To sign up for direct pay, please contact your community manager, Thank you,

Please remit bottom stub with your payment to ensure your check is properly applied to your account

Plantation Landings	8416)6171	8416161716231918	
Profile # 10010732	Due Date: May 01, 2013		
Los # The second	Late After: May 05, 2013		
	Total Amount Due	\$452.22	
HAINES CITY, FL 33844			
All correspondence including address changes	Amount Enclosed	\$	
are to be forwarded directly to the community			
	Remit Payment To:		
A 1.50 Flat amount will be charged			
on the 6th if payment is not received by the 5th of the month. A	Plantation Landings		
rate of \$1.50/day will be charged after that.	23 O'Hara Drive		
	Haines City, FL 33844		

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 25.0

INDEX OF SERVICE AVAILABILITY

Description	Sheet Number
Schedule of Fees and Charges	19.0
Service Availability Policy	26.0

JOHN McLAREN ISSUING OFFICER

GCP PLANTATION LANDINGS, LLC.

ORIGINAL SHEET NO. 26.0

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

JOHN McLAREN ISSUING OFFICER

PRESIDENT

WASTEWATER TARIFF

GCP PLANTATION LANDINGS, LLC. NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

GCP Plantation Landings, LLC. NAME OF COMPANY

c/o Sun Communities, Inc.

27777 Franklin Road, Suite 200

Southfield, Michigan 48034

(ADDRESS OF COMPANY)

(727) 451-1067 (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JOHN McLAREN ISSUING OFFICER

GCP PLANTATION LANDINGS, LLC.

ORIGINAL SHEET NO. 2.0

WASTEWATER TARIFF

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Sheet Number

Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	
Rules and Regulations	6.0
Service Availability Policy	24.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 522-S

<u>COUNTY</u> – Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
PSC-99-1227-PAA-WS	6/21/1999	981338-WS	Grandfather Certificate
PSC-13-0121-PAA-WS	3/11/2013	120219-WS	Transfer of Certificate

(Continued to Sheet No. 3.1)

.

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

In Part of Section 25, Township 27 South, Range 26 East, and Section 31, Township 27 South, Range 27 East, Polk County, Florida described as follows:

Section 25, Township 27 South, Range 26 East

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, thence run North 89'50'54" East a distance of 366.37 feet to the Point of Beginning; thence run North 0007'52" West a distance of 70.32 feet; thence run South 7937'37" East along the southerly boundary line of U.S. 17-92 (State Road 600) to the intersection of said line with the North boundary line of said South 1/2 of Section 25; thence run South 8950'54" West to the Point of Beginning; and

That part of the East 3/4 of the South 1/2 of Section 25, Township 27 South, Range 26 East which lies south of U.S. 17-92 (State Road 600) LESS AND EXCEPT the following tracts of land:

- A. The North 208.71 feet of the Easterly 869.6 feet of the Northeast 1/4 of the Southwest 1/4 of Section 25.
- B. That certain parcel of land described as follows: commence at the center of Section 25, Township 27 South, Range 26 East; thence run South 0012'09" East along the quarter line a distance of 138.44 feet; thence run South 7938'00" East a distance of 674.55 feet; thence run North 0010'00" West a distance of 261.60 feet; thence run westerly along the North boundary line of the S 1/2 of said Section 25 to the Point of Beginning.
- C. The East 1/4 of the Northeast 1/4 of the Southeast 1/4 and West 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 25.
- D. The South 600 feet of the North 612.93 feet of the West 200 feet of the East 240 feet of the Southeast 1/4 of the Southeast 1/4 of Section 25.

Section 31, Township 27 South, Range 27 East Plantation Landings (percolation pond)

Commence at the Northwest corner of Section 31, Township 27 South, Range 27 East, Polk County, Florida run South 0000'54" West, along the West boundary of said Section 31, a distance of 30.0 feet to the Point of Beginning; thence run North 8938'18" East a distance of 558.0 feet; thence run South 0016'22" West, a distance of 37.81 feet; thence run South 8635'00" East, a distance of 688.0 feet; thence run South 0300'00" East, a distance of 295.0 feet; thence run North 8307'00" West, a distance of 925.0 feet; thence run North 0425'00" East, a distance of 237.0 feet; thence run South 8938'18" West, a distance of 360.0 feet to a point in the West boundary of said Section 31; thence run North 0003'54" East, a distance of 25.0 feet to the Point of Beginning. LESS AND EXCEPT the West 25.0 feet, thereof, for road Right-of-Way of Dyson Road.

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ORIGINAL SHEET NO. 4.0

COMMUNITIES SERVED LISTING

County <u>Name</u>	Development <u>Name</u>	Rate Schedule(s) <u>Available</u>	Sheet No.
Polk	Plantation Landings	GS/ RS	12.0 & 13.0

JOHN McLAREN ISSUING OFFICER

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.
- 5.0 "COMPANY" The shortened name for the full name of the utility which is GCP Plantation Landings, LLC.
- 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)

JOHN McLAREN ISSUING OFFICER

(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.

JOHN McLAREN **ISSUING OFFICER**

ORIGINAL SHEET NO. 6.0

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	. 10.0	20.0
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Applications by Agents	. 7.0	4.0
Change of Customer's Installation	. 8.0	10.0
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Policy Dispute	. 7.0	2.0

(Continued to Sheet No. 6.1)

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

	Sheet <u>Number</u> :	Rule <u>Number</u> :
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Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Wastewater	10.0	19.0

JOHN McLAREN ISSUING OFFICER

RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - 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 <u>POLICY DISPUTE</u> 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 <u>APPLICATION</u> 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 <u>APPLICATIONS BY AGENTS</u> Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> 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)

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 8.0

GCP PLANTATION LANDINGS, LLC. WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 <u>CONTINUITY OF SERVICE</u> - 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 <u>LIMITATION OF USE</u> - 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 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> 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 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> 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.

Not withstanding 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)

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 8.0)

- 12.0 <u>ACCESS TO PREMISES</u> 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 <u>PROTECTION OF COMPANY'S PROPERTY</u> 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 <u>RIGHT-OF-WAY OR EASEMENTS</u> 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 <u>CUSTOMER BILLING</u> 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 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> - 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)

JOHN McLAREN ISSUING OFFICER

(Continued from Sheet No. 9.0)

- 17.0 <u>DELINQUENT BILLS</u> 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 <u>TERMINATION OF SERVICE</u> 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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> 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 <u>ADJUSTMENT OF BILLS</u> 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 <u>FILING OF CONTRACTS</u> 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 <u>EVIDENCE OF CONSUMPTION</u> The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 11.0

INDEX OF RATES AND CHARGES SCHEDULES

Sheet Number

Customer Deposits	15.0
General Service, GS	12.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Reuse Water Service	14.0
Service Availability Fees and Charges	17.0

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 12.0

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 – Meter Size Base Facility Charge 5/8" x 3/4" \$ 9.41 3/4" \$ 14.11 1" \$ 23.52 \$ 1 1/2" 47.05 2" \$ 75.27 \$ 3" 150.55 4" \$ 235.23 6" \$ 470.47 Gallonage Charge (per 1,000 gallons) \$ 3.22 MINIMUM CHARGE -Base Facility 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 – June 11, 2013

TYPE OF FILING – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 13.0

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE –	<u>Meter Size</u>	Base Facility C	<u>harge</u>
	All Meter Sizes	\$	9.41
	Gallonage Charge per 1,000 gallons (6,000 gallon cap)	\$	2.67

- MINIMUM CHARGE Base Facility 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 – June 11, 2013

TYPE OF FILING - Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 14.0

RATE SCHEDULE

Hold for Future Use

EFFECTIVE DATE - June 11, 2013

TYPE OF FILING – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 15.0

RATE SCHEDULE

Hold for Future Use

EFFECTIVE DATE - June 11, 2013

TYPE OF FILING – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

CUSTOMER DEPOSITS

<u>ESTABLISHMENT OF CREDIT</u> - 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.

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

	Residential	General Service
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	N/A

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - 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 Customer's once each year.

<u>REFUND OF DEPOSIT</u> - 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 – June 11, 2013

<u>TYPE OF FILING</u> – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

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 require multiple actions.

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

<u>NORMAL RECONNECTION</u> - 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.

<u>VIOLATION RECONNECTION</u> - 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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - 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>N/A</u>
Normal Reconnection Fee	<u>N/A</u>
Violation Reconnection Fee	<u>N/A</u>
Premises Visit Fee (in lieu of disconnection)	<u>N/A</u>

EFFECTIVE DATE – June 11, 2013

<u>TYPE OF FILING</u> – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

RETURNED CHECK CHARGE	
\$50.00 or less	\$25.00
\$50.01 to \$300.00	\$30.00
\$300.01 and above	\$40.00

LATE PAYMENT Late Payment Fee

\$5.00

EFFECTIVE DATE - June 11, 2013

TYPE OF FILING – Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 18.0

Refer to Service

SERVICE AVAILABILITY FEES AND CHARGES

		Availability Policy
Description	Amount	Sheet No./Rule No.
Back-Flow Preventor Installation Fee	<u>/ (mount</u>	<u>Offect No./Tale No.</u>
Back-Flow Preventor Installation Fee 5/8" x 3/4"	¢	
1"	¢	
1 1/2"	¢	
2"	\$ \$ \$	
2 Over 2"	գ \$	
Customer Connection (Tap-in) Charge	φ	
5/8" x 3/4" metered service	¢ .	
1" metered service	\$ \$ \$ \$	
	ф Ф	
1 1/2" metered service	Э	
2" metered service	Þ	
Over 2" metered service	\$	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:	•	
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (GPD)	\$ \$ \$	
All others-per gallon/month	\$	
Inspection Fee	\$	
Main Extension Charge		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
Meter Installation Fee		
5/8" × 3/4"	\$	
1"	\$ \$ \$ \$ \$ \$	
1 1/2"	\$	
2"	\$	
Over 2"	\$	
Plan Review Charge	\$	
Plant Capacity Charge		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
System Capacity Charge		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	

EFFECTIVE DATE - June 11, 2013

TYPE OF FILING - Transfer Certificate

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 19.0

INDEX OF STANDARD FORMS

Description	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	20.0

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 21.0

APPLICATION FOR WASTEWATER SERVICE

JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

American Land Lease Plantation Landings 23 O'Hara Drive Haines City, FL 33844

Posifie & 40010732

Last #

Date: 572/3013



IGAINES CITY, FL. 33844

	the second s				
	Balance Forward			\$ 0.00	
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Please remit battom stab with your payment to ensure your check is properly applied to your account

Plantation Landings	8416161716231918 Due Date: May 01, 2013 Lase Attar: May 03, 2013	
Pratile # 499889732 Lot s		
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HAINES CITY, 19, 33844 All correspondence including address changes are to be forwarded directly to the community	Amount Enclosed	Ś
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JOHN McLAREN ISSUING OFFICER

ORIGINAL SHEET NO. 23.0

INDEX OF SERVICE AVAILABILITY

Description	Sheet Number
Schedule of Fees and Charges	18.0
Service Availability Policy	24.0

JOHN McLAREN ISSUING OFFICER

GCP PLANTATION LANDINGS, LLC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 24.0

SERVICE AVAILIBILITY POLICY

N/A

JOHN McLAREN ISSUING OFFICER

PRESIDENT TITLE

EXHIBIT "C"

Affidavit of Mailing - Government Entities

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Bronwyn Ferrell, who, after being duly sworn on oath, did depose on oath and say that she is the Legal Assistant to F. Marshall Deterding, who is the attorney for GCP Plantation Landings, LLC, and that she did send by first class U.S. Mail a copy of the Notice attached hereto to each of the entities set forth on the list attached hereto on January 6, 2015.

FURTHER AFFIANT SAYETH NAUGHT.

THOMAN Ferrell Bronwyn Ferrell

Sworn to and subscribed before me this 6th day of January, 2015, by Bronwyn Ferrell, who is personally known to me.

DEANA C. RUSS NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:



NOTICE OF APPLICATION FOR A TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

LEGAL NOTICE

Notice is hereby given on the 6th day of January, 2015, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of GCP PLANTATION LANDINGS, LLC (the "Utility") providing service to the following described territory in Polk County, Florida.

THIS APPLICATION IS NOT A REQUEST TO CHANGE THE RATES OF THE UTILITY.

The Application affects all of the Utility's customers in the Utility's service areas, described as follows:

In Part of Section 25, Township 27 South, Range 26 East, and Section 31, Township 27 South, Range 27 East, Polk County, Florida described as follows:

Section 25, Township 27 South, Range 26 East

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, thence run North 89°50'54" East a distance of 366.37 feet to the Point of Beginning; thence run North 00°07'52" West a distance of 70.32 feet; thence run South 79°37'37" East along the southerly boundary line of U.S. 17-92 (State Road 600) to the intersection of said line with the North boundary line of said South 1/2 of Section 25; thence run South 89°50'54" West to the Point of Beginning; and

That part of the East 3/4 of the South 1/2 of Section 25, Township 27 South, Range 26 East which lies south of U.S. 17-92 (State Road 600) LESS AND EXCEPT the following tracts of land:

A. The North 208.71 feet of the Easterly 869.6 feet of the Northeast 1/4 of the Southwest 1/4 of Section 25.

B. That certain parcel of land described as follows: commence at the center of Section 25, Township 27 South, Range 26 East; thence run South $00^{\circ}12'09''$ East along the quarter line a distance of 138.44 feet; thence run South $79^{\circ}38'00''$ East a distance of 674.55 feet; thence run North $00^{\circ}10'00''$ West a distance of 261.60 feet; thence run westerly along the North boundary line of the S 1/2 of said Section 25 to the Point of Beginning.

C. The East 1/4 of the Northeast 1/4 of the Southeast 1/4 and West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 25.

D. The South 600 feet of the North 612.93 feet of the West 200 feet of the East 240 feet of the Southeast 1/4 of the Southeast 1/4 of Section 25.

Section 31, Township 27 South, Range 27 East Plantation Landings (percolation pond)

Commence at the Northwest corner of Section 31, Township 27 South, Range 27 East, Polk County, Florida run South 00°00'54" West, along the West boundary of said Section 31, a distance of 30.0 feet to the Point of Beginning; thence run North 89°38'18" East a distance of 558.0 feet; thence run South 00°16'22" West, a distance of 37.81 feet; thence run South 86°35'00" East, a distance of 688.0 feet; thence run South 03°00'00" East, a distance of 295.0 feet; thence run North 83°07'00" West, a distance of 925.0 feet; thence run North 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance of 237.0 feet; thence run South 89°38'18" West, a distance 04000 feet; thence run South 89°38'18" West, a distance 04000 feet; thence run South 89°38'18" West, a distance 04000 feet; thence run South 80°38'18" feet; thence run South 80°38'18" fe

distance of 360.0 feet to a point in the West boundary of said Section 31; thence run North 00°03'54" East, a distance of 25.0 feet to the Point of Beginning. LESS AND EXCEPT the West 25.0 feet, thereof, for road Right-of-Way of Dyson Road.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection may be mailed to the attorney for the Applicant who is: F. Marshall Deterding, Esquire, Sundstrom & Mindlin, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

GCP Plantation Landings, LLC 27777 Franklin Road, Suite 200 Southfield, Michigan 48034

UTILITY NAME

POLK COUNTY

MANAGER

ALTURAS UTILITIES, L.L.C. (WU871) P. O. BOX 2608 EATON PARK, FL 33840-2608

ANGLERS COVE WEST, LTD. (WS817) P. O. BOX 5252 LAKELAND, FL 33807-5252

CHC VII, LTD. (WS816) P. O. BOX 5252 LAKELAND, FL 33807-5252

CROOKED LAKE PARK SEWERAGE COMPANY (SU785) 5578 COMMERCIAL BLVD. WINTER HAVEN, FL 33880-1008

CYPRESS LAKES UTILITIES, INC. (WS800) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027

FOUR LAKES GOLF CLUB, LTD. (WS815) P. O. BOX 5252 LAKELAND, FL 33807-5252

FOUR POINTS UTILITY CORPORATION (WS898) 3336 GRAND BLVD., SUITE 102 HOLIDAY, FL 34690-2249

GCP PLANTATION LANDINGS, LLC (WS960) 380 PARK PLACE BLVD., SUITE 200 CLEARWATER, FL 33759-4929

GOLD COAST UTILITY CORP. (WS899) 2517 ELM CIRCLE LAKE WALES, FL 33898-7030

GRENELEFE RESORT UTILITY, INC. (WS770) ATTN: TAX DEPARTMENT 5601 WINDHOVER DRIVE ORLANDO, FL 32819-7914

HIDDEN COVE, LTD. (WS814) P. O. BOX 5252 LAKELAND, FL 33807-5252 WILEY PRATT (863) 510-1318

BRIAN ALTMAN (863) 647-1581

BRIAN ALTMAN (863) 647-1581

DEB NULL (863) 967-3992

PATRICK C. FLYNN (407) 869-1919 EXT 1359

BRIAN ALTMAN (863) 647-1581

MICHAEL (MIKE) SMALLRIDGE (863) 904-5574

JAMES R. GOLDMAN (847) 582-9400

KEITH A. BURGE (772) 201-3299

BRYON SMITH (407) 351-3350 EXT 187

BRIAN ALTMAN (863) 647-1581

UTILITY NAME

POLK COUNTY

MANAGER

KEEN SALES, RENTALS AND UTILITIES, INC. (WU771) 685 DYSON ROAD HAINES CITY, FL 33844-8587

MCLEOD GARDENS WATER COMPANY (WU841) P. O. BOX 2898 WINTER HAVEN, FL 33883-2898

MOUNTAIN LAKE CORPORATION (WU791) P. O. BOX 832 LAKE WALES, FL 33859-0832

ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789) 346 EAST CENTRAL AVENUE WINTER HAVEN, FL 33880-3046

PARK WATER COMPANY (WU776) 25 FIRST AVENUE NORTH LAKE WALES, FL 33859-8761

PINECREST UTILITIES, LLC (WU954) 3336 GRAND BLVD., SUITE 102 HOLIDAY, FL 34690-2249

RIVER RANCH WATER MANAGEMENT, L.L.C. (WS850) 5601 WINDHOVER DRIVE ORLANDO, FL 32819-7936

S. V. UTILITIES, LTD. (WS812) P. O. BOX 5252 LAKELAND, FL 33807-5252

SUNRISE UTILITIES, LLC (WU870) P. O. BOX 2608 EATON PARK, FL 33840-2608

TBBT UTILITY LLC (WS918) 1512 EL DORADO PARKWAY WEST CAPE CORAL, FL 33914-8031

WEST LAKELAND WASTEWATER, INC. (SU836) 3336 GRAND BLVD., SUITE 102 HOLIDAY, FL 34690-2249 MELINDA KEEN DUNNAHOE (863) 421-6827

LAURA V. GRIFFITH (863) 293-2577

ROBERT E. MARTIN (863) 676-3494

ALBERT B. CASSIDY (863) 324-4445

ANTHONY STAIANO (863) 232-7777

MICHAEL A. SMALLRIDGE (863) 904-5574

MARK WALTRIP (407) 351-3351 EXT 101

BRIAN ALTMAN (863) 647-1581

WILEY PRATT (863) 510-1318

TERRIE HALL (239) 338-7084

MICHAEL SMALLRIDGE (863) 904-5574

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL P.O. BOX 2089 BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW P. O. BOX 1069 BARTOW, FL 33830-1069

CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY P. O. BOX 9000, DRAWER CC-1 BARTOW, FL 33831-9000

DEP CENTRAL DISTRICT 3319 MAGUIRE BLVD., SUITE 232 ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT 13051 N. TELECOM PARKWAY TEMPLE TERRACE, FL 33637-0926

MAYOR, CITY OF AUBURNDALE P. O. BOX 186 AUBRUNDALE, FL 33823-0186

MAYOR, CITY OF DAVENPORT P. O. BOX 125 DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE P. O. BOX 129 EAGLE LAKE, FL 33839-0129

MAYOR, CITY OF FROSTPROOF P. O. BOX 308 FROSTPROOF, FL 33843-0308

MAYOR, CITY OF FT. MEADE P. O. BOX 856 FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY P. O. BOX 1507 HAINES CITY, FL 33845-1507

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF LAKE ALFRED 120 EAST POMELO STREET LAKE ALFRED, FL 33850-2136

MAYOR, CITY OF LAKE WALES P. O. BOX 1320 LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND 228 SOUTH MASSACHUSETTS AVENUE LAKELAND, FL 33801-5012

MAYOR, CITY OF MULBERRY P. O. BOX 707 MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN P. O. BOX 2277 WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE P. O. BOX 1000 DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLCREST HEIGHTS 151 SCENIC HIGHWAY, N. P. O. BOX 129 BABSON PARK, FL 33827-0127

MAYOR, TOWN OF LAKE HAMILTON P. O. BOX 126 LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY 123 BROADWAY BLVD., S.E. POLK CITY, FL 33868-9225

MAYOR, VILLAGE OF HIGHLAND PARK P. O. BOX 168 LAKE WALES, FL 33859-0168

S.W. FLORIDA WATER MANAGEMENT DISTRICT 2379 BROAD STREET BROOKSVILLE, FL 34609-6899

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

SO. FLORIDA WATER MANAGEMENT DISTRICT P.O. BOX 24680 WEST PALM BEACH, FL 33416-4680

UTILITY NAME

MANAGER

STATE OFFICIALS

OFFICE OF PUBLIC COUNSEL 111 WEST MADISON STREET SUITE 812 TALLAHASSEE, FL 32399-1400

OFFICE OF COMMISSION CLERK FLORIDA PUBLIC SERVICE COMMISSION 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850

EXHIBIT "D"

Affidavit of Mailing - Customers

(To be late filed)

EXHIBIT "E"

Affidavit of Publication

(To be late filed)