

**RUDEN  
McCLOSKEY  
SMITH  
SCHUSTER &  
RUSSELL, P.A.  
ATTORNEYS AT LAW**

215 SOUTH MONROE STREET  
SUITE 815  
TALLAHASSEE, FLORIDA 32301

(850) 681-9027  
FAX: (850) 224-2032  
KGC@RUDEN.COM

**ORIGINAL**

RECORDS AND  
REPORTING

00 AUG 14 PM 4:33

RECEIVED-FPSC

August 14, 2000

**Via Hand Delivery**

Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Building, Room 110  
Tallahassee, FL 32399-0850

001138-WS

Re: Application for Extension of Service Area (Amendment of Certificates Nos. 277-W and 223-S) by Alafaya Palm Valley Associates, Ltd. and CWS Communities LP d/b/a Palm Valley in Seminole County, Florida.

Dear Ms. Bayo:

This firm represents CWS Communities LP d/b/a Palm Valley. Enclosed on behalf of Alafaya Palm Valley Associates, Ltd. and CWS Communities LP d/b/a Palm Valley are an original and twelve (12) copies of the above-referenced application.

Also enclosed is a check in the amount of \$400 as payment of the applicable filing fee.

Also, please find enclosed a copy of Certificate Nos. 277-W and 223-S. Original certificates were mailed with the application opening Docket No. 991984-WS, Application for transfer of Certificate Nos. 277-W and 223-S in Seminole County from Alafaya Palm Valley Associates, Ltd. to CWS Communities LP d/b/a Palm Valley.

Please open a docket to consider this matter.

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

check received with...  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to...  
Initials of person who forwarded check.

Sincerely,

RUDEN, McCLOSKEY, SMITH,  
SCHUSTER & RUSSELL, P.A.

*Jessie L. Veal, for*

Kathryn G.W. Cowdery  
Attorney

RECEIVED & FILED

*Mur*  
FPSC-BUREAU OF RECORDS

KGC/l dv  
Enclosures

DOCUMENT NUMBER DATE

09829 AUG 14 00

TAL:31893:1

FORT LAUDERDALE ■ MIAMI ■ NAPLES ■ PORT ST. LUCIE ■ SARASOTA ■ ST. PETERSBURG ■ TALLAHASSEE ■ TAMPA ■ WEST PALM BEACH

FPSC RECORDS REPORTING

APPLICATION FOR AMENDMENT OF CERTIFICATE  
(EXTENSION OR DELETION)  
(Pursuant to Section 367.045, Florida Statutes)

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

The undersigned hereby makes application for amendment of Water Certificate No. 277-W  
and/or Wastewater Certificate No. 223S to Add (add or delete) territory located in Seminole  
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:  
Current certificate holder is Alafaya Palm Valley Associates, Ltd.  
Transferring to CWS Communities LP d/b/a Palm Valley,  
Pending PSC Docket No. 991984-WS.

Name of utility  
(407) 365-6651 ( ) (407) 366-3896  
( ) ( )

Phone No. Fax No.  
3700 Palm Valley Circle

Office street address  
Oviedo, Florida 32765

City State Zip Code  
Same

Mailing address if different from street address  
N/A

Internet address if applicable

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

Sandra Seyffart ( ) (407) 365-6651

Name Phone No.  
3700 Palm Valley Circle

Street address  
Oviedo, Florida 32765

City State Zip Code

**PART II NEED FOR SERVICE**

- A) Exhibit <sup>A</sup>\_\_\_ - If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.
- B) Exhibit <sup>N/A</sup>\_\_\_ - If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service.
- C) Exhibit <sup>B</sup>\_\_\_ - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

**PART III SYSTEM INFORMATION**

A) **WATER**

- (1) Exhibit <sup>C</sup>\_\_\_ - A statement describing the proposed type(s) of water service to be provided by the extension (i.e., potable, non-potable or both).
- (2) Exhibit <sup>D</sup>\_\_\_ - A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.
- (3) Exhibit <sup>E</sup>\_\_\_ - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (4) Exhibit <sup>F</sup>\_\_\_ - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (5) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.           <sup>N/A</sup>

- (6) Exhibit <sup>G</sup> - Evidence the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

- (1) Exhibit <sup>D</sup> - A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- (2) Exhibit <sup>E</sup> - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (3) Exhibit <sup>H</sup> - If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.
- (4) Exhibit <sup>N/A</sup> - If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse.
- (5) Exhibit <sup>F</sup> - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.     N/A
- (7) Exhibit <sup>G</sup> - Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

**PART IV FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit I - A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.
- B) Exhibit I - A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.
- C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges. see Exhibit J
- D) Exhibit K - A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

**PART V TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit L - An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territory is different, provide separate descriptions.

B) **TERRITORY MAPS**

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

C) **SYSTEM MAPS**

Exhibit N - One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for water and wastewater systems.

**PART VI      NOTICE OF ACTUAL APPLICATION**

- A) Exhibit   0   - 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 are located within the county in which 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 that hold 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   N/A\*   - 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. A copy of the notice shall accompany the affidavit. **THIS MAY BE A LATE-FILED EXHIBIT.**
- C) Exhibit   P\*\*   - 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.**

\* N/A per Richard Redeman(Public Service Commission)as of our conversation on 5/30/00

\*\* Exhibit P will be late-filed.

**PART VII FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 200.00 (for water) and/or \$ 200.00 (for wastewater).

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

- (1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, the filing fee shall be **\$100.**
- (2) For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be **\$200.**
- (3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be **\$500.**
- (4) For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be **\$1,000.**
- (5) For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, the filing fee shall be **\$1,750.**
- (6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be **\$2,250.**

**PART VIII TARIFF AND ANNUAL REPORTS**

- A) Exhibit <sup>Q</sup>\_\_\_ - An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit <sup>R</sup>\_\_\_ - The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (The rules and sample tariff sheets are attached.)

**PART IX    AFFIDAVIT**

I Joseph H. Sherwood III (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.

BY: Joseph H. Sherwood III, Sr Vice President  
Applicant's Signature

Joseph H. Sherwood III  
Applicant's Name (Typed)

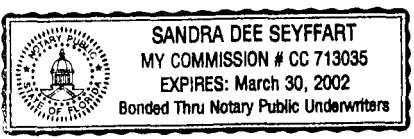
Sr. V. President  
Applicant's Title \*

Subscribed and sworn to before me this 11<sup>th</sup> day in the month of AUGUST  
in the year of 2000 by JOSEPH H. SHERWOOD III who is personally known to me   
or produced identification \_\_\_\_\_.

Type of Identification Produced

Sandra Dee Seyffart  
Notary Public's Signature

SANDRA DEE SEYFFART  
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.



(THIS PAGE INTENTIONALLY LEFT BLANK.)

Please find attached, copies of the water and wastewater certificates for Alafaya Palm Valley Associates, Ltd. The original certificates were mailed with the application to transfer the certificates from Alafaya Palm Valley Associates, Ltd. to CWS Communities LP d/b/a Palm Valley.

The application for transfer of Certificate Nos. 277-W and 223-S in Seminole County From Alafaya Palm Valley Associates, Ltd. to CWS Communities LP d/b/a Palm Valley, PSC Docket 991984, is pending before the Florida Public Service Commission.



# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

277-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Alafaya Palm Valley Associates, Ltd.

Whose principal address is

3751 Alafaya Trail

Oviedo, Florida 32765

(Seminole)

to provide Water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 7518 DATED 11/22/76 DOCKET 750660-WS

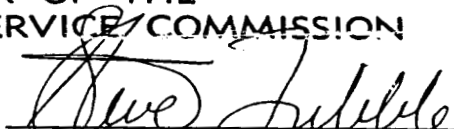
ORDER 9626 DATED 11/05/80 DOCKET 790519-WS

ORDER 12714 DATED 11/30/83 DOCKET 830530-WS

ORDER 14480 DATED 06/18/85 DOCKET 850040-WS

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



  
Director, Division of Records & Reporting

  
Executive Director



# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

277-W

ORDER 16360 DATED 07/16/86 DOCKET 860583-WS

ORDER 19149 DATED 04/15/88 DOCKET 880230-WS

ORDER 19149-A DATED 09/14/88 DOCKET 880230-WS

ORDER 23094 DATED 06/20/90 DOCKET 900166-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION





# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

223-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Alafaya Palm Valley Associates, Ltd.

Whose principal address is

3751 Alafaya Trail

Oviedo, Florida 32765

(Seminole)

to provide Sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.


ORDER 7518 DATED 11/22/76 DOCKET 750660-WS


ORDER 9626 DATED 11/05/80 DOCKET 790519-WS

ORDER 12714 DATED 11/30/83 DOCKET 830530-WS

ORDER 14480 DATED 06/18/85 DOCKET 850040-WS

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Director, Division of Records & Reporting

  
Executive Director





# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

223-S

ORDER 16360 DATED 07/16/86 DOCKET 860583-WS

ORDER 19149 DATED 04/15/88 DOCKET 880230-WS

ORDER 19149-A DATED 09/14/88 DOCKET 880230-WS

ORDER 23094 DATED 06/20/90 DOCKET 900166-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



## **EXHIBIT A**

Water and Sewer Service is needed to accommodate the additional 148 homesites that CWS Communities LP d/b/a Palm Valley is planning to build on the land that is currently under contract. The new land is considered phases 8 and 8A and has a anticipated development date of January 2001.

## **EXHIBIT B**

To the best of my knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan, as approved by the Department of Community Affairs.



## **EXHIBIT C**

The proposed type of water service to be provided to the new expansion area, phases 8 and 8a, will be potable water.

# EXHIBIT D

<b>Palm Valley MHC Utilities</b>							
<b>Structure</b>	<b>Description</b>			<b>Size</b>		<b>Capacity</b>	
WTF	Existing					675,000	gpd
	Proposed					2,952,000	gpd
WWTF	Existing					126,000	gpd
	Proposed					150,000	gpd
Section 8 & 8A	6"	Water Main		4,036	LF	1,800,000	gpd
	8"	Sewer Line @	0.30%	6,204	LF	446,400	gpd
		SS Manholes		24			
	4"	Force Main Lift Station		1,830	LF	226,080	gpd
				1			
	3"	Reuse Line		3,306	LF	288,000	gpd
	4"	Reuse Line		3,706	LF	288,000	gpd

## **EXHIBIT E**

The current permit application numbers issued by the FDEP for the expansion include:

**a. Water Treatment Plant Expansion**

Permit Application Number: 59-0080877-001

Application Date: April 11, 2000

**b. Wastewater Permit Application**

File Number: FLA011085

Application Date: April 7, 2000

## **EXHIBIT F**

The customers to be served in the proposed expansion area, phases 8 and 8a, will be mobile homes.

## **EXHIBIT G**

Please find attached the warranty deed for the proof of ownership of the land the utility is located on. The land that the utility will be servicing, 148 mobile homes, is currently under contract.

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED

428504

99 AUG 31 AM 9:27

OFFICIAL RECORDS  
BOOK 3715 PAGE 0277  
SEMINOLE CO. FL

34-  
Upon recording return to:  
James A. Parker  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603  
(312) 332-0600

PROPERTY TAX I.D. NUMBER: 34-21-31-503-0000-008A

Documentary Tax Pd. \$ 704  
Intangible Tax Pd.  
Maryanne Morse, Clerk Seminole

GRANTEE'S FED. TAX ID. NUMBER: 74-2860067

Prepared by: GH D.C.

**SPECIAL WARRANTY DEED**  
(Palm Valley, Florida)

THIS SPECIAL WARRANTY DEED (this "Deed") is made, entered into and effective this 30 day of August, 1999 by (i) ALAFAYA PALM VALLEY ASSOCIATES, LTD., a California limited partnership, with an office and place of business located at c/o CWS Capital Partners LLC, 800 Newport Center Drive, Suite 400, Newport Beach, California 92660 (the "Grantor"), in favor of (ii) CWS COMMUNITIES LP, a Delaware limited partnership, having an office and place of business located at 7777 Market Center Avenue, El Paso, Texas 79912 (the "Grantee").

WITNESSETH:

3  
That for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), cash in and paid by the Grantee to the Grantor, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantor's successors and assigns forever, in fee simple, the parcel of real property located in Seminole County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (to: "Real Property").

TO HAVE AND TO HOLD the Real Property, together with all appurtenances and privileges thereunto belonging, unto the Grantee and the Grantee's successors and assigns forever, in fee simple.

The Grantor does hereby fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

The Real Property is being conveyed hereby subject to (a) real estate taxes for 1999 and the permitted exceptions listed on Exhibit B attached hereto and incorporated herein by this reference.

DOC STAMPS WERE PAID IN THE AMOUNT OF \$126,567.00  
ON WARRANTY DEED RECORDED IN  
OFFICIAL RECORDS BOOK 3715 PAGE 0277  
ON AUGUST 31, 1999.

R. Titman, Jr.  
TITLE INSURANCE COMPANY

597747108W

OFFICIAL RECORDS  
BOOK PAGE

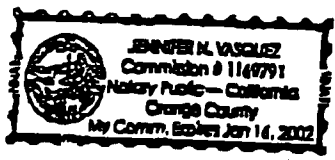
3715 0279

SEMINOLE CO. FL

STATE OF CALIFORNIA )  
COUNTY OF Orange ) SS.

On August 30, 1999, before me, Jennifer N Vasquez, a Notary Public, personally appeared Steven J Sherwood, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jennifer N Vasquez  
Notary Public

09/21/99 16:05 FAX 4078721025

CHICAGO TITLE

MARLEY HARRILL

010

OFFICIAL RECORDS  
BOOK PAGE

3715 0278

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed by its fully authorized agents on the day, month and year first above written.

ALAFAYA PALM VALLEY ASSOCIATES, LTD., a  
California limited partnership

By: Clayton, Williams & Sherwood Financial Group S1,  
a California corporation, its general partner

Signed, sealed and  
delivered in the  
presence of  
Kimberly Buchanan  
Print Name

By: [Signature]  
Name: Steven J Sherwood  
Title: CEO/Secretary

MARY ELLEN BARLOW  
Print Name

OFFICIAL RECORDS  
BOOK PAGE

3715 0280

SEMIKOLE CO. FL

EXHIBIT A  
Legal Description

09/21/99 16:06 FAX 4078721025

CHICAGO TITLE

→ MARLEY HARRILL

013

OFFICIAL RECORDS  
BOOK PAGE

3715 0281

SEMINOLE CO. FL

EXHIBIT B  
Permitted Exceptions



OFFICIAL RECORDS  
BOOK PAGE

3715 0282

SEMINOLE CO. FL

**PARCEL 6:**

A portion of Lots 5 and 6 of ORLANDO INDUSTRIAL PARK UNIT 2, according to the plat thereof as recorded in Plat Book 11, page 43 of the Public Records of Seminole County, Florida, part of said Lot 6 having been vacated by Resolutions filed in Official Records Book 1171, Page 1762, and filed in Official Records Book 3061, Page 163, Public Records of Seminole County, Florida, and being more particularly described as follows:

Commence at Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 21 South, Range 31 East, run N 89°09'59"W along the North line of Lot 5, ORLANDO INDUSTRIAL PARK UNIT 2, according to the plat thereof as recorded in Plat Book 11, page 43 of the Public Records of Seminole County, Florida, 257.88 feet to the Point of Beginning; thence continue N 89°09'59"W along the North line of said Lot 5 and the North line of Lot 6 of said ORLANDO INDUSTRIAL PARK UNIT 2, 541.33 feet; thence leaving said North line run S 00°13'23"W, 248.73 feet; thence run N 88°39'44"E, 541.43 feet; thence run N 00°14'22"E, 228.21 feet to the Point of Beginning.

Legibility Unsatisfactory

For Microfilming

- 7. Taxes and assessments for the year 1990 and subsequent years, which are not yet assessed payable.
- 8. Encroachments, easements, boundary line disputes, or other matters which would affect the title, or the survey and location of the premises, subsequent to January 17, 1988.
- 9. The land described in this commitment shall not be deemed to include any lease, tenancy or other interest in the premises, whether or not permanently affixed. Any stated lease created upon such lease, tenancy or other interest in the premises are specifically excluded from the coverage of this policy.
- 10. This policy does not insure the extent or extent of riparian or littoral rights.
- 11. Seminole County Development Order filed in Official Records Book 2319, Page 632, Public Records of Seminole County, Florida.
- 12. Agreement for Development of Palm Valley Drive Property by and among STANLEY FRADEN, LAMPFLIGHTER ASSOCIATES, LTD., a California limited partnership, and PALM VALLEY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, filed in Official Records Book 374, Page 1023, Public Records of Seminole County, Florida.
- 13. Mortgage, Financing Statement, Security Agreement and Fixture Filing (with Assignment of Name and Lease) from LAMPFLIGHTER ASSOCIATES, LTD., a California Limited Partnership, to COAST FED MORTGAGE CORPORATION, a California corporation, dated June 24, 1984, amended June 27, 1984, in Official Records Book 1746, Page 1774; Assignment of Lessor's Interest in Lease to COAST FED MORTGAGE CORPORATION recorded in Official Records Book 1746, Page 1412; Assignment of Mortgage and Assignment of Lessor's Interest in Lease to COAST SAVINGS AND LOAN ASSOCIATION, a California corporation, recorded in Official Records Book 1746, Page 1422; Assignment of Mortgage and Assignment of Lessor's Interest in Lease to GENERAL ELECTRIC CAPITAL CORPORATION recorded in Official Records Book 2367, Page 2367; Amendment, Assured and Extended First Mortgage and Security Agreement by ALAFAYA PALM VALLEY ASSOCIATES, LTD., a California limited partnership, formerly known as Lampflighter Associates, Ltd., to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, filed December 11, 1991 in Official Records Book 2367, page 246; First Modification of Commitment, Assured and Extended First Mortgage and Security Agreement recorded in Official Records Book 2367, Page 246; and MATTERBORN USA, INC. by Assignment of Mortgage and Mortgage Document recorded in Official Records Book 2322, Page 2322, and further assigned to LaSalle National Bank, as Trustee, by Assignment of Mortgage and Mortgage Document recorded in Official Records Book 2322, Page 1264, and assumed by Assumption Agreement executed by CWS COMMUNITIES, LP, a Delaware limited partnership, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, all of the Public Records of Seminole County, Florida.
- 14. Mortgage executed by ALAFAYA PALM VALLEY ASSOCIATES, LTD., a California limited partnership, to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, dated November 27, 1991, filed December 11, 1991, in Official Records Book 2367, Page 232, and assumed by Assumption Agreement executed by CWS COMMUNITIES, LP, a Delaware limited partnership, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, all of the Public Records of Seminole County, Florida.
- 15. Financing Statement from LAMPFLIGHTER ASSOCIATES, LTD., a California Limited Partnership, dated to COAST FED MORTGAGE CORPORATION, assumed party, filed June 27, 1984, in Official Records Book 1746, Page 1422; Continuation recorded April 10, 1991, in Official Records Book 2322, Page 2422, assigned to General Electric Capital Corporation by Statement of Change recorded in Official Records Book 2367, Page 232, and assumed by Assumption Agreement executed by CWS COMMUNITIES, LP, a Delaware limited partnership, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, all of the Public Records of Seminole County, Florida.
- 16. Assured and Extended Assignment of Lease and Lease by ALAFAYA PALM VALLEY ASSOCIATES, LTD., a California limited partnership, formerly known as Lampflighter Associates, Ltd., to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, filed December 11, 1991 in Official Records Book 2367, Page 232; assigned to MATTERBORN USA, INC. by Assignment of Mortgage and Mortgage Document recorded in Official Records Book 2322, Page 1264, and further assigned to LaSalle National Bank, as Trustee, by Assignment of Mortgage and Mortgage Document recorded in Official Records Book 2322, Page 1264, and assumed by Assumption Agreement executed by CWS COMMUNITIES, LP, a Delaware limited partnership, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, all of the Public Records of Seminole County, Florida.
- 17. Financing Statement from ALAFAYA PALM VALLEY ASSOCIATES, LTD., a California limited partnership, dated to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, assumed party, filed in Official Records Book 2367, Page 624; Amendment recorded in Official Records Book 2322, Page 2422, Page 2422, assigned to LaSalle National Bank, as Trustee, recorded in Official Records Book 2322, Page 1699, and assumed by Assumption Agreement executed by CWS COMMUNITIES, LP, a Delaware limited partnership, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, all of the Public Records of Seminole County, Florida.

Legibility Unsatisfactory  
For Microfilming

## **EXHIBIT H**

The utility will be upgraded to accommodate the additional expansion area. The effluent disposal will consist of several methods of effluent which include percolation pond (existing and proposed), reuse (proposed), dripper system (existing) and an exfiltration trench (proposed).

## **EXHIBIT I**

Palm Valley has been providing water and wastewater services to its residents for over 30 years. The utility has a management team that is experienced in utility operations. Its maintenance personnel are trained to handle the minor day to day operations of the wastewater collection and water distribution system. The water supply and treatment facilities and the wastewater transmission, treatment and disposal facilities are operated a minimum of 6 hours per day 5 days per week with weekend visits by a licensed contract Operator. The Operator is also on call 24 hours a day, 7 days a week for emergencies. The utility also has a Professional Engineer, on retainer, to assist in the operations, maintenance and regulatory compliance of the water and wastewater facilities. Additionally, a utility Contractor is on retainer to complete emergency repairs, major equipment repair and replacement and major modifications to the facilities.

The utility has the financial ability to render reasonable, sufficient and adequate service as it has for the past 30 years. The cost of operating the utility and providing reasonable, sufficient and adequate service is financed from the rates and charges. Additionally, Palm Valley is owned by CWS Communities LP which has a large asset base and is able to maintain the operations of the utility.

The construction of the expansion, including the water and wastewater facilities, will be financed by CWS Communities LP. The construction cost of the water and wastewater facilities will be recovered through impact fees, rates and charges.

Commissioners:  
JOE GARCIA, CHAIRMAN  
SUSAN F. CLARK  
J. TERRY DEASON  
JULIA L. JOHNSON  
E. LEON JACOBS



DIVISION OF WATER &  
WASTEWATER  
CHARLES HILL  
DIRECTOR  
(850) 413-6900

## Public Service Commission

February 5, 1999

Ms. Andrea Kiesel  
Alafaya Palm Valley Associates, Ltd.  
3700 Palm Valley Circle  
Oviedo, Florida 32765

WS Number-98-0249

**RE:** Application of Alafaya Palm Valley and Associates, Ltd. for a 1998 Price Index rate adjustment for wastewater only in Seminole County.

Dear Ms. Kiesel:

The following tariff sheets have been approved effective February 16, 1999:

Water Tariffs

Third Revised Sheet No. 17.0

Third Revised Sheet No. 18.0

Wasterwater Tariff

Third Revised Sheet No. 16.0

Third Revised Sheet No. 17.0

Please incorporate these tariff sheets into the approved tariff on file at the utility's office. If you have any questions, please contact Ashwin Hathiramani at (850) 413-6992.

Sincerely,

A handwritten signature in cursive script that reads "Charles H. Hill".

Charles H. Hill  
Director

CHH/agh  
Enclosures

## **EXHIBIT K**

The expansion area will add 148 additional homesites that our utility will need to provide service for. These 148 homesites will pay the current approved tariff rates being charged to other Palm Valley customers of the utility. To the best of my knowledge, we do not anticipate any impact on the utility's monthly rates and service availability charges.

# EXHIBIT L

## LEGAL DESCRIPTION

### Addition 8

*That part of the Northwest 1/4 of Section 35, Township 21 South, Range 31 East, Seminole County, Florida, being further described as follows:*

*Commence at the Northwest corner of Section 35, Township 21 South, Range 31 East, Seminole County, Florida and run thence N89°52'09"E 332.91 feet (N89°45'42"E 332.85 feet record) along the North boundary of Section 35 to the point of beginning; thence continue N89°47'40"E 662.10 feet (N89°45'42"E 665.73 record) along the North boundary of said Section 35; thence S00°15'18"E 1332.93 feet; thence N89°49'23"E 333.79 feet (N89°42'41"E record) to the Northwest corner of SE 1/4 of NW 1/4 of said Section 35; thence continue along the boundary of Brighton Park at Carillon according to the map or plat thereof as recorded in plat book 42, pages 86-89 of the Public Records of Seminole County, Florida, N89°49'23"E 283.75 feet to the appropriate centerline of a creek; thence continue along the boundary of said subdivision S09°24'12"E 271.06 feet (S09°24'12"E 273.12 feet record); thence continue along the said subdivision S06°51'54"W 400.91 feet (S06°51'54"W 389.91 feet record); thence S89°47'41"W 278.55 feet to the 40 acre line; thence continue S89°47'41"W 1003.11 feet along the Northerly boundary of Palm Valley Manufactured Housing; thence N00°00'32"W 1998.66 feet (N00°14'22"E deed) along the Easterly boundary of Palm Valley Manufactured Housing to the point of beginning.*

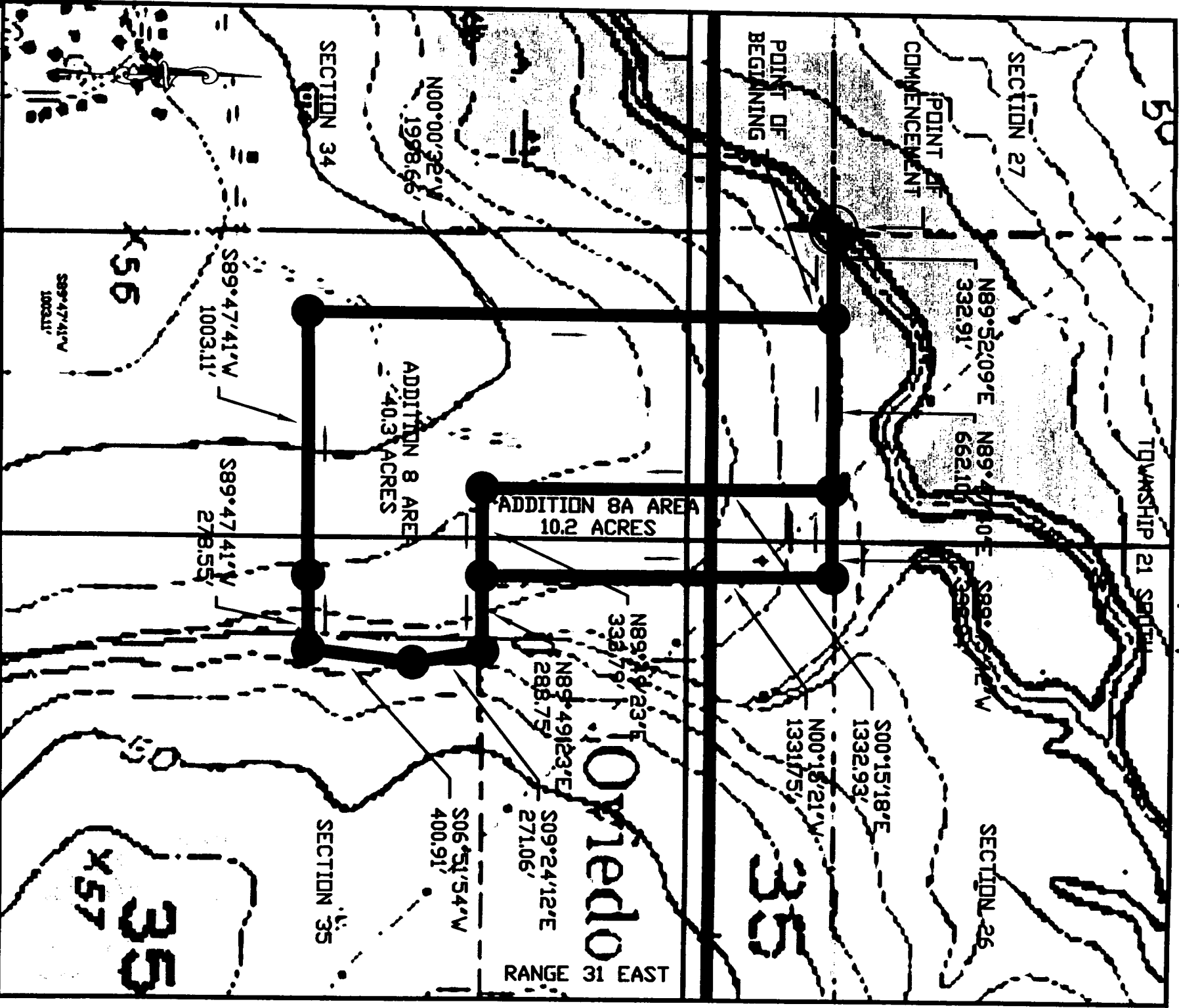
*Containing 1,755,983.6218 square feet or 40.3118 acres M.O.L.*

### Addition 8A

*The East quarter of the Northwest quarter of the Northwest quarter of Section 35, Township 21 South, Range 31 East, Seminole County, Florida.*

*Containing 443,725.39 square feet or 10.1865 acres M.O.L.*

EXHIBIT M



PROJECT: CWS99021  
 SCALE: 1"=500'  
 DRAWN BY: ART  
 CHECKED BY: JRC  
 DATE: 05.15.00  
 SHEET 1 OF 1

EXCEL ENGINEERING  
 CONSULTANTS, INC.  
 ENVIRONMENTAL AND CIVIL ENGINEERS  
 CAROL JERRY  
 FLORIDA  
 TELEPHONE: (407) 260-2292  
 FACSIMILE: (407) 260-1193

PALM VALLEY  
 MOBILE HOME COMMUNITY  
 BOUNDARY SURVEY  
 BREVARD COUNTY,  
 FLORIDA

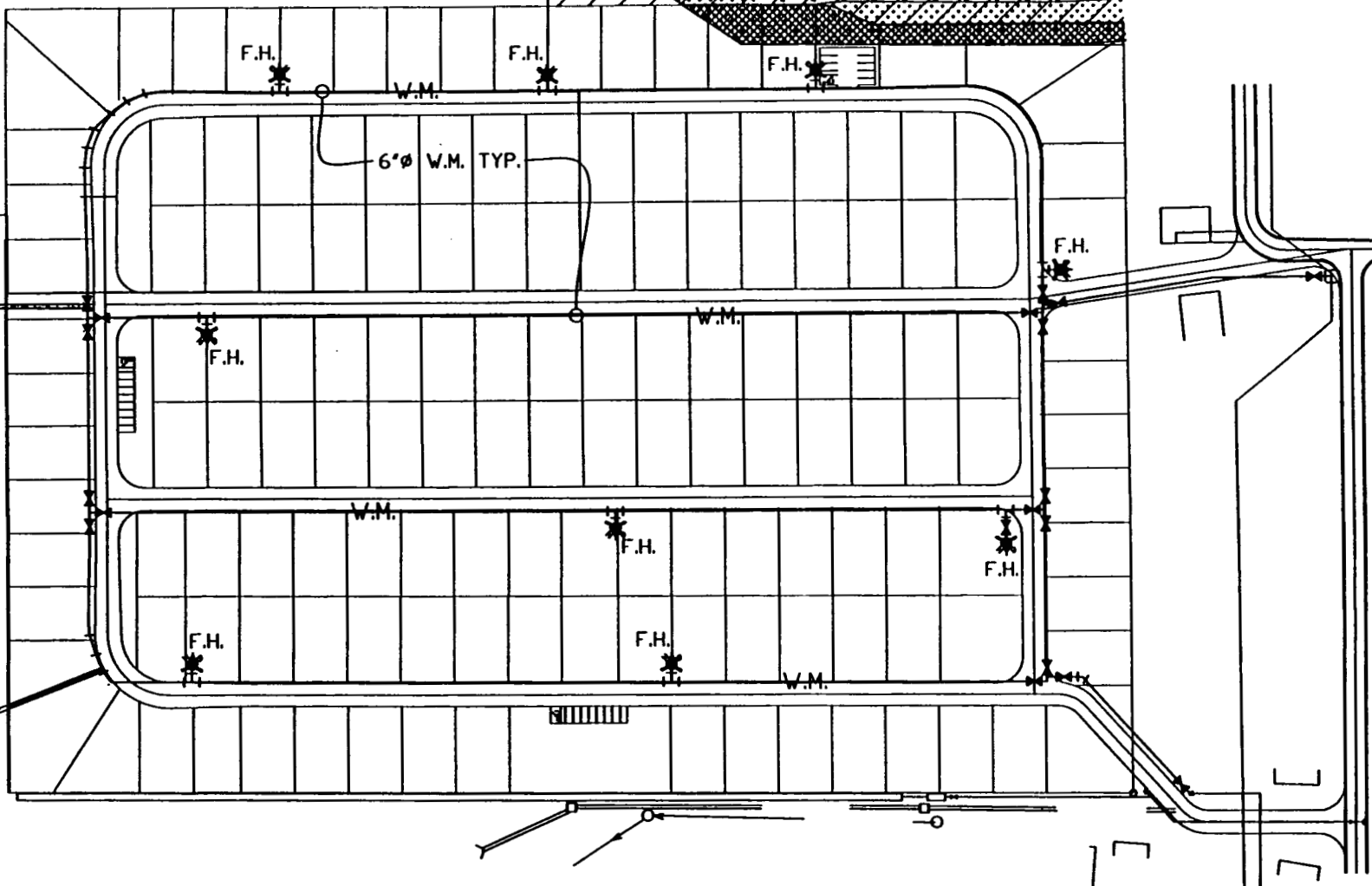


## **EXHIBIT N**

This exhibit contains three separate detailed maps showing the proposed lines and the territory proposed to be served.

Maps included:

1. Water distribution system site plan.
2. Sewer collection system site plan.
3. Reuse water system site plan.



# WATER DISTRIBUTION SYSTEM SITE PLAN

## GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

LEGEND	
-W.M.-	6" WATER MAIN
⋈	6" VALVES
⊕	6" x 6" TEES
⊕	FIRE HYDRANT ASSEMBLY

WATER DISTRIBUTION SYSTEM

PALM VALLEY  
MOBILE HOME COMMUNITY

BEAUFORT COUNTY, FLORIDA

**EXCEL ENGINEERING  
CONSULTANTS, INC.**  
ENVIRONMENTAL AND CIVIL ENGINEERS  
CARLEBERTT FLORIDA  
TELEPHONE: (407) 260-2292  
FACSIMILE: (407) 260-1193

PROJECT:  
CWS99012

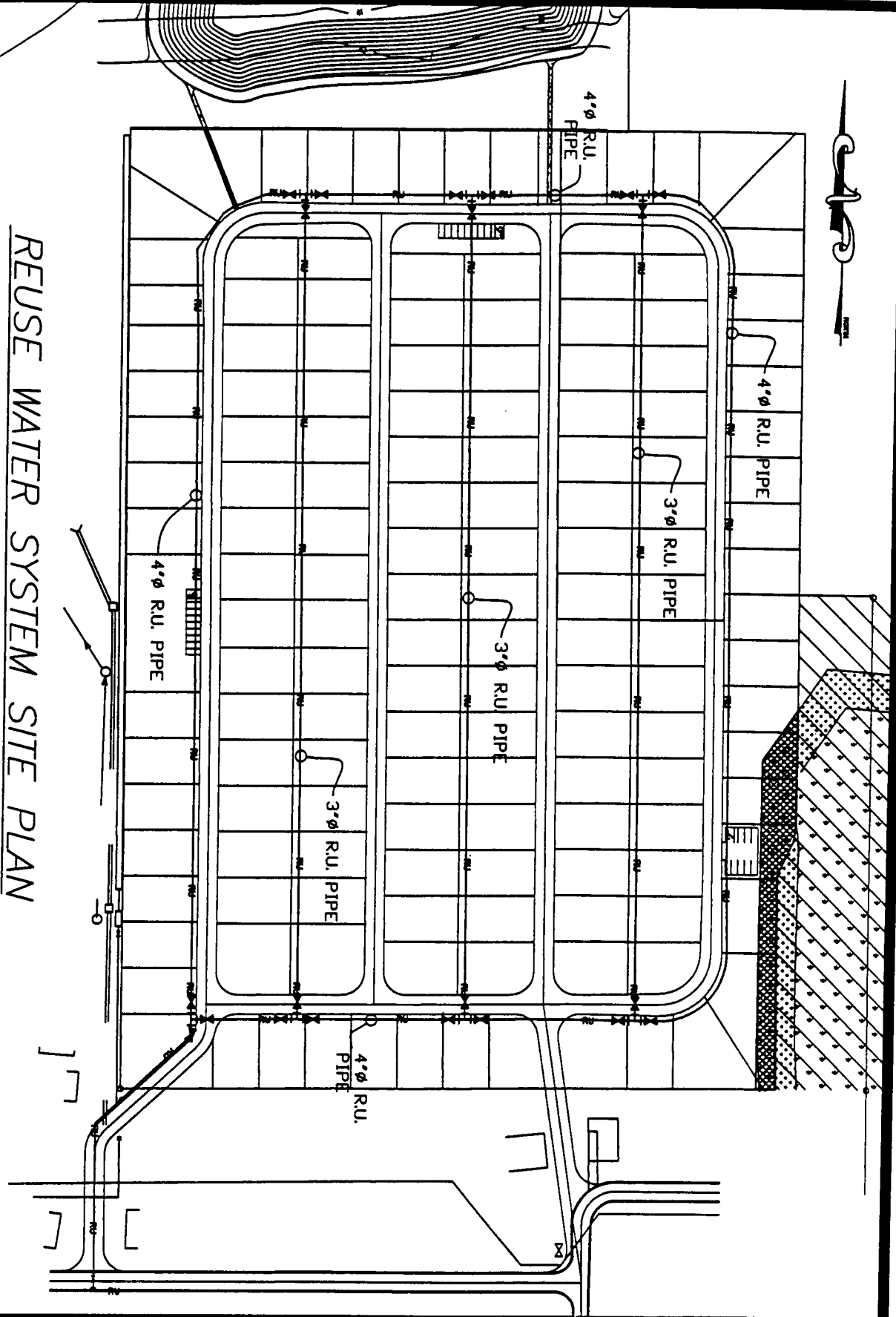
SCALE: AS SHOWN

DRAWN BY: ART

CHECKED BY: JRC

DATE: 04.26.00

SHEET 1 OF 1



**REUSE WATER SYSTEM SITE PLAN**

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 200 ft.

- LEGEND**
- RU- 3" AND 4" REUSE WATER PIPE
  - 3" AND 4" VALVES
  - ⊕ 4" x 3" TEES

CVS99012-RV01.dwg 5-16-00 5:51:11 pm EST

<p><b>EXCEL ENGINEERING CONSULTANTS, INC.</b>          ENVIRONMENTAL AND CIVIL ENGINEERS          CABELLBERRY FLORIDA          TELEPHONE: (407) 260-2282          FACSIMILE: (407) 260-1193</p>	<p><b>PALM VALLEY MOBILE HOME COMMUNITY</b></p>	<p><b>REUSE WATER SYSTEM</b></p>
<p>PROJECT: CVS99012          SCALE: AS SHOWN          DRAWN BY: ART          CHECKED BY: JRC          DATE: 04.26.00</p>	<p>SEMIWOLE COUNTY, FLORIDA</p>	<p>SHEET 1 OF 1</p>

SEWER COLLECTION SYSTEM

PALM VALLEY  
MOBILE HOME COMMUNITY

FLORIDA

BERNARD COUNTY

FACSIMILE: (407) 260-1183

TELEPHONE: (407) 260-2292

CAROL BERRY  
FLORIDA

EXCEL ENGINEERING  
CONSULTANTS, INC.  
ENVIRONMENTAL AND CIVIL ENGINEERS

PROJECT:  
CWS99012

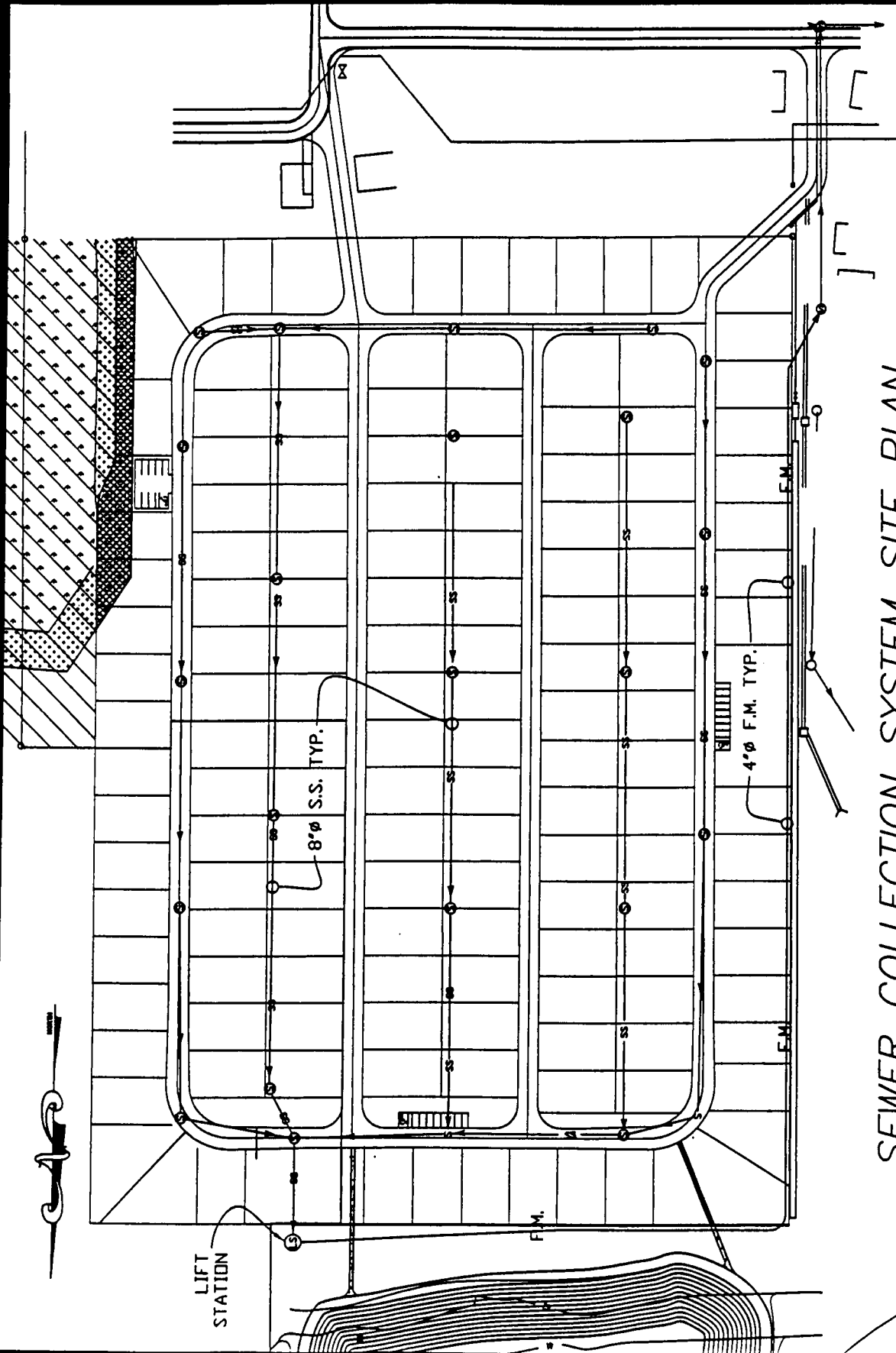
SCALE: AS SHOWN

DRAWN BY: ART

CHECKED BY: JRC

DATE: 04.26.00

SHEET 1 OF 1



LEGEND

- SS- 8" SANITARY SEWER GRAVITY LINE
- ⊙ SANITARY SEWER MANHOLE
- ⊕ LIFT STATION
- FM- 4" FORCE MAIN

GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

SEWER COLLECTION SYSTEM SITE PLAN

**EXHIBIT O**  
**AFFIDAVIT**

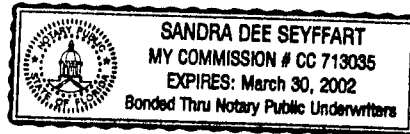
I, Joseph H. Sherwood III, do solemnly swear or affirm that the notice of actual application was given in accordance with Section 367.045 (1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail, to the attached list of required governing bodies, privately owned water and wastewater utilities certified by the PSC, regional planning council, the office of public counsel, the PSC Director of Records and Reporting, the appropriate regional office of the DEP and the appropriate water management district.

A copy of the notice is also attached.

*Joseph H. Sherwood III, Sr. Vice President*  
Joseph H. Sherwood III, President  
*Sr. vice*

Subscribed and sworn to before me this 11 day in the month of AUGUST  
In the year of 2000. *PERSONALLY KNOWN TO ME.*

*Sandra Dee Seyffart*  
Notary Public's Signature



**APPLICATION FOR AMENDMENT OF CERTIFICATE FOR  
EXPANSION OF SERVICE AREA**

(Section 367.045, Florida Statutes)

**LEGAL NOTICE**

Notice is hereby given on August 11, 2000, pursuant to Section 367.045, Florida Statutes, of the application of Alafaya Palm Valley Associates, Ltd and CWS Communities LP d/b/a Palm Valley to amend its Water Certificate No. 277-W and Wastewater Certificate No.223-S to Add territory in Seminole County, Florida as follows:

Palm Valley Manufactured Home Community (addition 8/8a), Oviedo: (Addition 8) That part of the Northwest ¼ of Section 35, Township 21 South, Range 31 East, Seminole County, Florida. Commence at the Northwest Corner of Section 35, Township 21 South, Range 31 East, Seminole County, Florida and run thence N89degrees52'09"E 332.91(N89 degrees 45'42"E 332.85 feet record) along North boundary of Section 35 to point of beginning; thence continue N89 degrees 47'40"E 662.10 feet (N89 degrees 45'42"E 665.73 record) along North boundary of said Section 35, thence S00 degrees15'18"E 1332.93 feet; thence N89 degrees 49'23"E 333.79 feet(N89 degrees 42'41"E record)to the Northwest corner of SE ¼ of NW ¼ of said section 35; thence continue along the boundary of Brighton Park at Carillon according to the map or plat thereof as recorded in plat book 42, pages 86-89 of Public Records of Seminole County, Florida, N89 degrees 49'23"E 283.75 feet to the appropriate centerline of a creek; thence continue along the boundary of said subdivision S09 degrees 24'12"E 271.06(S09 degrees 24'12"E 273.12 feet record) thence continue along the said subdivision S06 degrees 51'54"W 400.91 feet(S06 degrees 51'54"W 389.91 feet record) thence S89 degrees 47'41"W 278.55 feet to the 40 acre line thence continue S89 degrees 47'41"W 1003.11 feet along the Northerly boundary of Palm Valley Manufactured Housing thence N00 degrees 00'32"W 1998.66 feet(N00 degrees 14'22"E deed) along the Easterly boundary of Palm Valley Manufactured Housing to the point of beginning.

**And**

(Addition 8a)The East quarter of the Northwest quarter of the Northwest quarter of Section 35, Township 21 South, Range, 31 East, Seminole County, Florida  
Containing 443,725.39 square feet.

The application for transfer of Certificate Nos.277-W and 223-S in Seminole County from Alafaya Palm Valley Associates, Ltd. to CWS Communities LP d/b/a Palm Valley, PSC Docket No. 991984-WS, is pending before the Florida Public Service Commission.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Alafaya Palm Valley Associates, Ltd.  
CWS Communities LP d/b/a Palm Valley  
3700 Palm Valley Circle  
Oviedo, Florida 32765

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)  
08/02/2000-09/30/2000

UTILITY NAME

GOVERNMENTAL AGENCIES

- ✓ CLERK, BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY  
P. O. BOX 38  
ORLANDO, FL 32802-0038
- ✓ DEP CENTRAL DISTRICT  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FL 32803-3767
- ✓ EAST CENTRAL FLORIDA PLANNING COUNCIL  
1011 WYMORE ROAD, SUITE 105  
WINTER PARK, FL 32789
- ✓ MAYOR, CITY OF APOPKA  
P. O. DRAWER 1229  
APOPKA, FL 32704-1229
- ✓ MAYOR, CITY OF BAY LAKE  
P. O. BOX 22066  
BAY LAKE, FL 32830-2066
- ✓ MAYOR, CITY OF BELLE ISLE  
1600 NELA AVENUE  
BELLE ISLE, FL 32809-6199
- ✓ MAYOR, CITY OF EDGEWOOD  
405 LA RUE AVENUE  
EDGEWOOD, FL 32809-3406
- ✓ MAYOR, CITY OF LAKE BUENA VISTA  
P. O. BOX 22035  
LAKE BUENA VISTA, FL 32830-2035
- ✓ MAYOR, CITY OF MAITLAND  
1776 INDEPENDENCE LANE  
MAITLAND, FL 32751-5639

LIST OF WATER AND WASTEWATER UTILITIES

(VALID FOR 60 DAYS)  
08/02/2000-09/30/2000

UTILITY NAME

ORANGE COUNTY

- ✓ COUNTRY RUN WASTEWATER UTILITY COMPANY (SU710)  
P. O. BOX 182061  
CASSELBERRY, FL 32718-2061
- ✓ EAST CENTRAL FLORIDA SERVICES, INC. (WU643)  
1700 13TH STREET, SUITE 2  
ST. CLOUD, FL 34769-4300
- ✓ FLORIDA WATER SERVICES CORPORATION (WS228)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520
- ✓ PARK MANOR WATERWORKS, INC. (WS188)  
1527 PARK MANOR DRIVE  
ORLANDO, FL 32825-5737
- ✓ TANGERINE WATER COMPANY, INC. (WU242)  
P. O. BOX 304  
TANGERINE, FL 32777-0304
- ✓ UTILITIES, INC. OF FLORIDA (WU413)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099
- ✓ WEDGEFIELD UTILITIES, INC. (WS759)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099
- ✓ ZELLWOOD STATION CO-OP, INC. (WS804)  
2126 SPILLMAN DRIVE  
ZELLWOOD, FL 32798-9797

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)  
08/02/2000-09/30/2000

UTILITY NAME

MANAGER

✓ MAYOR, CITY OF OCOEE  
150 NORTH LAKESHORE DRIVE  
OCOEE, FL 34761-2258

LIST OF WATER AND WASTEWATER UT

✓ MAYOR, CITY OF ORLANDO  
400 SOUTH ORANGE AVENUE  
ORLANDO, FL 32801-3302

(VALID FOR 60  
08/02/2000-09/

✓ MAYOR, CITY OF WINTER GARDEN  
251 WEST PLANT STREET  
WINTER GARDEN, FL 34787-3099

UTILITY NAME

STATE OFFICIALS

✓ MAYOR, CITY OF WINTER PARK  
401 SOUTH PARK AVENUE  
WINTER PARK, FL 32789-4319

✓ STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

✓ MAYOR, TOWN OF EATONVILLE  
P. O. BOX 2163  
EATONVILLE, FL 32751-1999

✓ DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

✓ MAYOR, TOWN OF OAKLAND  
P. O. BOX 98  
OAKLAND, FL 34760-0098

✓ MAYOR, TOWN OF WINDERMERE  
P. O. DRAWER 669  
WINDERMERE, FL 34786-0669

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

✓ ST. JOHNS RIVER WTR MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429



LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY

(VALID FOR 60 DAYS)  
08/02/2000-09/30/2000

UTILITY NAME

MANAGER

SEMINOLE COUNTY

ALAFAYA PALM VALLEY ASSOCIATES, LTD. (WS509) % CWS COMMUNITIES, LP 2500 MAITLAND CENTER PARKWAY, STE. 105 MAITLAND, FL 32751-4165	JOSEPH SHERWOOD (407) 660-0050
ALAFAYA UTILITIES, INC. (SU445) % UTILITIES, INC. OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
✓ FLORIDA WATER SERVICES CORPORATION (WS230) P. O. BOX 609520 ORLANDO, FL 32860-9520	MATTHEW FEIL (407) 598-4260
✓ SANLANDO UTILITIES CORPORATION (WS397) % UTILITIES, INC. 2335 SANDERS ROAD NORTHBROOK, IL 60062-6196	CARL WENZ (847) 498-6440
✓ UTILITIES, INC. OF FLORIDA (WS251) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
✓ UTILITIES, INC. OF LONGWOOD (SU761) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	CARL J. WENZ (847) 498-6440

LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY

(VALID FOR 60 DAYS)  
08/02/2000-09/30/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

✓ CITY MANAGER, CITY OF CASSELBERRY  
95 TRIPLET LAKE DRIVE  
CASSELBERRY, FL 32707-3399

LIST OF WATER AND WASTEWATER

✓ CLERK, BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY  
P. O. DRAWER C  
SANFORD, FL 32772-0659

(VALID F  
08/02/2000)

UTILITY NAME

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

MAYOR, CITY OF WINTER SPRINGS  
1126 EAST S. R. 434  
WINTER SPRINGS, FL 32708-2715

✓ EAST CENTRAL FLORIDA PLANNING COUNCIL  
1011 WYMORE ROAD, SUITE 105  
WINTER PARK, FL 32789

✓ ST. JOHNS RIVER WTR MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429

✓ MAYOR, CITY OF ALTAMONTE SPRINGS  
225 NEWBURYPORT AVENUE  
ALTAMONTE SPRINGS, FL 32701-3642

STATE OFFICIALS

✓ MAYOR, CITY OF LAKE MARY  
P. O. BOX 950700  
LAKE MARY, FL 32746-0700

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

✓ MAYOR, CITY OF LONGWOOD  
175 WEST WARREN AVENUE  
LONGWOOD, FL 32750-4107

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

✓ MAYOR, CITY OF OVIEDO  
400 ALEXANDRIA BLVD.  
OVIEDO, FL 32765-6770

✓ MAYOR, CITY OF SANFORD  
P. O. BOX 1788  
SANFORD, FL 32772-1788

# **EXHIBIT P**

The Affidavit of Publication of the Notice of Application will be a late-filed exhibit.

# EXHIBIT Q AFFIDAVIT

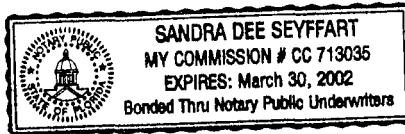
I, Joseph H. Sherwood III, do solemnly swear or affirm that the Public Service Commission has on file, annual reports and tariffs for the Utility.

*Joseph H. Sherwood III, Sr. Vice President*  
Joseph H. Sherwood III, President  
*Sr. Vice*

Subscribed and sworn to before me this 11<sup>th</sup> day in the month of AUGUST  
In the year of 2000.

*Sandra Dee Seyffart*  
Notary Public's Signature

*PERSONALLY KNOWN TO ME*



# **EXHIBIT R**

**-PROPOSED REVISED TARIFF SHEETS**

**WATER TARIFF**

**CWS COMMUNITIES LP d/b/a PALM VALLEY**  
**NAME OF COMPANY**

**FILED WITH**  
**FLORIDA PUBLIC SERVICE COMMISSION**

Original Sheet No.1

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

CWS COMMUNITIES LP d/b/a PALM VALLEY  
NAME OF COMPANY

3700 PALM VALLEY CIRCLE

OVIEDO, FL 32765  
ADDRESS OF COMPANY

(407)365-6651 (407)229-2103  
(Business & Emergency Telephone Numbers)

FORMERLY:  
ALAFAYA PALM VALLEY ASSOCIATES, LTD.

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Stephen J. Sherwood  
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

Table of Contents

	<u>Sheet Number</u>
Territory Served .....	3.0 - 3.5
Miscellaneous .....	4.0
Technical Terms and Abbreviations .....	5.0
Index of Rules and Regulations .....	6.0 - 7.0
Rules and Regulations .....	8.0 - 15.0
Index of Rate Schedules .....	16.0
Rate Schedules .....	17.0 - 20.0
Index of Standard Forms .....	21.0
Standard Forms .....	22.0 - 25.0
Index of Service Availability .....	26.0
Service Availability .....	27.0 - 28.0
Contracts and Agreements .....	There are no contracts at the date of original issue or (Submit Contracts)

Stephen J. Sherwood  
General Partner



Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY

Water Tariff

Territory Served

Certificate Number - 277-W

County - Seminole

Commission Order(s) Approving Territory Served -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
7518	11/22/76	750660-WS	Original
9626	11/05/80	790519-WS	Amendment
12714	11/30/83	830530-WS	Amendment
14480	06/18/85	850040-WS	Amendment
16360	07/16/86	860583-WS	Transfer
19149	04/15/88	880230-WS	Name Change
19149-A	09/14/88	880230-WS	Name Change
23094	06/20/90	900166-WS	Amendment
		991984-WS	Transfer

Stephen J. Sherwood  
Issuing Officer

General Partner  
Title

Name of Company CWS Communities LP d/b/a Palm Valley  
Water Tariff

Description of Territory Served  
Order no. 7518

In Township 21 South, Range 31 East, Seminole County-  
Section 34 and 35

Portions of said Sections 34 and 35 known as Palm Valley Mobile Home Park and more particularly described as follows:

Lots 7 and 15 according to the plat thereof as recorded in Plat Book 11, Page 43, of the Public Records of Seminole County, Florida.

Order no. 9626

Township 21 South, Range 31 East  
Section 24

Begin at the East ¼ Corner of said Section 34, thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence North 89 degrees 23 minutes 00 seconds West, a distance of 257.38 feet; thence South 00 degrees 18 minutes 03 seconds West, a distance of 228.21 feet, thence South 88 degrees 35 minutes 41 seconds West, a distance of 541.44; thence South 00 degrees 18 minutes 03 seconds West, a distance of 720.49 feet to an iron pipe on the South right-of-way of park Road; said point being on a curve with a radius of 2625.65 feet, thence continue Easterly along said South right-of-way a distance of 334.71 feet to a concrete monument, said point being the point of curve of said curve; thence South 89 degrees 13 minutes 35 seconds East, a distance of 225.0 feet more or less to the Northeast corner of Lot 7 as recorded in Plat Book 11, page 43 of the Public Records of Seminole County, Florida, thence South 00 degrees 02 minutes, 08 seconds West, a distance of 1485.0 feet more or less; thence South 00 degrees 02 minutes 08 seconds West, a distance of 560.00 feet; thence South 89 degrees 37 minutes 00 seconds East a distance of 235 feet more or less to a point on the East boundary of said Section 34; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet to the POINT OF BEGINNING.

ALSO

Beginning at a point on the East right-of-way line of Alafaya Trail 279.01 feet South of the South right-of-way line of Park Road running thence South 89 degrees 27 minutes 05 seconds East 613.86 feet to a point; thence North 00 degrees 03 minutes 18 seconds North 300.31 feet to a point on the South right-of-way line of Park Road; thence along the South right-of-way line of Park Road, following the arc of 1156.78 feet radius curve 315.38 feet to a point; thence continuing along said South right-of-way line of Park Road North 63 degrees 49 minutes 52 seconds East, a distance of 1152.76 feet to a point; thence South 00 degrees 02 minutes 08 seconds West, a distance of 1670 feet more or less to a point; thence North 89 degrees 37 minutes 00 seconds West, a distance of 670 feet to a point, thence North 00 degrees 02 minutes, 05 seconds East, a distance of 381.05 feet to a point; thence North 89 degrees, 27 minutes, 05 seconds West a distance of 1275.70 feet to the Westerly right-of-way line of Alafaya Trail; hence North along said right-of-way line North 00 degrees 03 minutes 18 seconds West, 350.02 feet to the POINT OF BEGINNING.

ALSO

Begin at the Southwest corner of Lot 19, Orlando Industrial Park, run West 00 degrees 02 minutes 08 seconds East, 921 feet; thence North 89 degrees 57 minutes 05 seconds East 105 feet, thence North 00 degrees 02 minutes 08 seconds East, 25 feet; thence North 63 degrees 04 minutes 52 seconds East, 807.00 feet; thence South 60 degrees 02 minutes 08 seconds West, 889.52 to the Northerly right-of-way of Park Road; thence South 63 degrees 49 minutes 53 seconds West along said right-of-way 935.93 feet to the POINT OF BEGINNING. Said parcel known as Fox Run Subdivision.

Steven J. Sherwood  
General Partner

Name of Company CWS Communities LP d/b/a Palm Valley  
Water Tariff

Description of Territory Served  
Order No. 9626 continued

Section 35

Begin at the West ¼ corner of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence South 89 degrees 34 minutes 49 seconds East, a distance of 332.63 feet; thence South 00 degrees 14 minutes 18 seconds West 1333.71 feet; thence South 00 degrees 30 minutes 22 seconds East 1087.76 feet; thence North 89 degrees 37 minutes 00 seconds West 340 feet more or less to a point on the West boundary line of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet more or less to the POINT OF BEGINNING.

Order No. 12714

Township 21 South, Range 31 East

Section 34

From the South ¼ corner of said Section 34, run South 89 degrees 37 minutes 00 seconds East a distance of 740 feet along the South line of said Section; thence North 00 degrees 02 minutes 08 seconds East a distance of 2040 feet more or less, along the East R-O-W line of Seminole Avenue to a point at the intersection of said East line with the South R-O-W line of Jessup Street for a Point of Beginning. From said Point of Beginning thence run South 89 degrees 37 minutes 00 seconds East a distance of 800 feet along said South R-O-W line of Jessup Street, thence South 00 degrees 02 minutes 08 seconds West a distance of 500 feet parallel with said Seminole Avenue, thence North 89 degrees 37 minutes 00 seconds West a distance of 800 feet to said Seminole Avenue, thence North 00 degrees 02 minutes 08 seconds East a distance of 500 feet to the Point of Beginning.

Township 21 South, Range 31 East  
Section 34

Order no. 14480

That portion of said Section 34 and all of Lot 8 and a portion of Lot 13, Orlando Industrial Park as recorded in Plat Book 10, Page 100 of the Public Records of Seminole County, Florida described as follows:

Commencing at the Southeast corner of said section, thence run North 89 degrees 37'00" West along the South line of said section and the centerline of an 80 foot R-O-W for a distance of 799.25 feet to a Southerly projection of the East line of Lot 11, Orlando Industrial Park; thence run North 00 degrees 02'08" East along said project line and the East line of Lot 11 for a distance of 840 feet to the Easterlymost corner of Lot 13 of said Orlando Industrial Park for the Point of Beginning; thence run South 74 degrees 26'00" West along the South line of said Lot 13 a distance of 365.07 (calc) 364.01 (plat) to the Northeast corner of Lot 12 of said industrial park; thence run North 89 degrees 37'00" West along said South line of Lot 13 for a distance of 760.19 feet to the Southwest corner of said Lot 13; thence run North 00 degrees 02'08" East along the West line of said Lot 13 for a distance of 387.76 feet; thence South 89 degrees 37'00" East for a distance of 225 feet; thence North 00 degrees 02'08" East a distance of 18.88 feet; thence South 89 degrees 37'00" East for a distance of 288 feet; thence North 01 degrees 20'29" West for a distance of 208.09 feet; thence North 89 degrees 37'00" West for a distance of 508 feet to the aforementioned West line of said Lot 13; thence run North 00 degrees 02'08" East along said West line a

Steven J. Sherwood  
General Partner

Name of Company CWS Communities LP d/b/a Palm Valley  
Water Tariff

Description of Territory Served  
Order no. 14480 continued...

Distance of 185.44 feet to the Northwest corner of said Lot 13; thence run South 89 degrees 37'00" East Along the North line of said Lot 13 for a distance of 800 feet to the Southwest corner of Lot 8 of said industrial park; thence run North 00 degrees 02'08" East along the West line of said Lot 8 a distance of 500 feet to the Northwest corner of said Lot 8; thence run South 89 degrees 37'00" East along the North line of said Lot 8 a distance of 780 feet to the Northeast corner of said Lot 8; thence run South 00 degrees 02'08" West along the East line of said Lot 8 a distance of 500 feet to the Southeast corner of said Lot 8; thence run North 89 degrees 37'00" West along the South line of said Lot 8 a distance of 355.63 feet to a point which lies South 89 degrees 37'00" East a distance of 424.37 feet from the aforementioned Southwest corner of Lot 8; thence South 00 degrees 29'25" East a distance of 218.33 feet; thence South 01 degrees 39'42" East a distance of 481.67 feet; thence North 89 degrees 37'00" West a distance of 129.01 feet to the Point of Beginning.

Section 35

The West ¼ of the Northwest ¼ of the Northwest ¼ of said Section 35.

And

The East ¼ of the West ¼ of the Northwest ¼ of the Southwest ¼ of said Section 35,

And

The South 453.34 feet of the East ¼ of the West ¼ of the Southwest ¼ of the Northwest ¼ of said Section 35.

Order No. 16360 Involved a Transfer

Order No. 19149 and 19149-A Involved a Name Change

Steven J. Sherwood  
General Partner

Name of Company CWS Communities LP d/b/a Palm Valley  
Water Tariff

Description of Territory Served  
Order No. 23094

Township 21 South, Range 31 East  
In Sections 34 and 35

Parcels 5 and 6: This description is in Order No. 14480, except that is in a different format.

From a Northeast Corner of Section 34, run South along the East line of Section 34 3,250 feet.  
Thence run west 1,100 feet to the point of beginning. Thence South 00 degrees 30' 26" East 218.31 feet.  
Thence South 01 degrees 42' 27" East 180.76 feet. Thence South 01 degrees 42' 27" East 300.87 feet.  
Thence North 89 degrees 36' 50" West 129.82 feet. Thence South 74 degrees 26' 00" West 364.01 feet.  
Thence North 89 degrees 40' 34" West 68.30 feet. Thence North 89 degrees 40' 34" West 691.70 feet.  
Thence North 00 degrees 00' 38" West 387.73 feet. Thence South 89 degrees 34' 08" East 224.94 feet.  
Thence North 00 degrees 54' 35" East 18.92 feet. Thence South 89 degrees 44' 01" East 287.87 feet.  
Thence North 01 degrees 21' 41" West 208.21 feet. Thence North 89 degrees 40' 28" West 508.25 feet.  
Thence North 00 degrees 02' 34" West 185.42 feet. Thence South 89 degrees 38' 18" East 800.12 feet.  
Thence South 89 degrees 37' 25" East 424.39 feet to the point of beginning.

Parcel A-2:

The South  $\frac{1}{2}$  of the East  $\frac{3}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , less the South 453.34 feet of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all in Section 35.

Steven J. Sherwood  
General Partner

Name of Company: CWS COMMUNITIES LP d/b/a PALM VALLEY

Description of Territory Served

Order # \_\_\_\_\_

Township 21 South, Range 31 EastSection 35Addition 8

*That part of the Northwest 1/4 of Section 35, Township 21 South, Range 31 East, Seminole County, Florida, being further described as follows:*

*Commence at the Northwest corner of Section 35, Township 21 South, Range 31 East, Seminole County, Florida and run thence N89°52'09"E 332.91 feet (N89°45'42"E 332.85 feet record) along the North boundary of Section 35 to the point of beginning; thence continue N89°47'40"E 662.10 feet (N89°45'42"E 665.73 feet record) along the North boundary of said Section 35; thence S00°15'18"E 1332.93 feet; thence N89°49'23"E 333.79 feet (N89°42'41"E record) to the Northwest corner of SE 1/4 of NW 1/4 of said Section 35; thence continue along the boundary of Brighton Park at Carillon according to the map or plat thereof as recorded in plat book 42, pages 86-89 of the Public Records of Seminole County, Florida, N89°49'23"E 283.75 feet to the appropriate centerline of a creek; thence continue along the boundary of said subdivision S09°24'12"E 271.06 feet (S09°24'12"E 273.12 feet record); thence continue along the said subdivision S06°51'54"W 400.91 feet (S06°51'54"W 389.91 feet record); thence S89°47'41"W 278.55 feet to the 40 acre line; thence continue S89°47'41"W 1003.11 feet along the Northerly boundary of Palm Valley Manufactured Housing; thence N00°00'32"W 1998.66 feet (N00°14'22"E deed) along the Easterly boundary of Palm Valley Manufactured Housing to the point of beginning.*

*Containing 1,755,983.6218 square feet or 40.3118 acres M.O.L.*

Addition 8A

*The East quarter of the Northwest quarter of the Northwest quarter of Section 35, Township 21 South, Range 31 East, Seminole County, Florida.*

*Containing 443,725.39 square feet or 10.1865 acres M.O.L.*

Steven J. Sherwood  
General Partner

Original Sheet No. 4.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

MISCELLANEOUS

Stephen J. Sherwood  
General Partner

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - Alafaya Palm Valley Associates, Ltd.
- 2.0 "CONSUMER" - ANY PERSON, FIRM, ASSOCIATION, CORPORATION, GOVERNMENTAL AGENCY OR SIMILAR ORGANIZATION SUPPLIED WITH WATER SERVICE BY THE COMPANY.
- 3.0 "SERVICE" - SERVICE, AS MENTIONED IN THIS TARIFF AND IN AGREEMENT WITH CUSTOMERS, SHALL BE CONSTRUED TO INCLUDE, IN ADDITION TO ALL WATER SERVICE REQUIRED BY THE CUSTOMER THE READINESS AND ABILITY ON THE PART OF THE COMPANY TO FURNISH WATER SERVICE TO THE CUSTOMER. SERVICE SHALL CONFORM TO THE STANDARDS SET FORTH IN SECTION 367.111 OF THE FLORIDA STATUTES.
- 4.0 "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 AN INSTALLATION FOR UTILIZING WATER FOR ANY PURPOSE ORDINARILY LOCATED ON THE CUSTOMER'S SIDE OF "POINT OF DELIVERY", WHETHER SUCH INSTALLATION IS OWNED BY CUSTOMER, OR USED BY CONSUMER UNDER LEASE OR OTHERWISE.
- 5.0 "POINT OF DELIVERY" - THE POINT WHERE THE COMPANY'S PIPES OR METERS ARE CONNECTED WITH PIPES OF THE CUSTOMER.
- 6.0 "MAIN" - SHALL REFER TO A PIPE, CONDUIT, OR OTHER FACILITY INSTALLED TO CONVEY WATER SERVICE TO INDIVIDUAL SERVICE LINES OR TO OTHER MAINS.
- 7.0 "SERVICE LINES" - THE PIPES OF THE COMPANY WHICH ARE CONNECTED FROM THE MAINS TO POINT OF DELIVERY.
- 8.0 "RATE SCHEDULE" - REFERS TO RATES OR CHARGES FOR THE PARTICULAR CLASSIFICATION OF SERVICE.
- 9.0 "COMMISSION" - REFERS TO FLORIDA PUBLIC SERVICE COMMISSION.
- 10.0 "CERTIFICATE" - MEANS THE WATER CERTIFICATE ISSUED TO THE COMPANY BY THE COMMISSION.
- 11.0 "CUSTOMER" - MEANS THE 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.



INDEX OF RULES AND REGULATIONS.

<u>RULE NUMBER</u>		<u>SHEET NUMBER</u>
1.0	POLICY DISPUTE. . . . .	8.0
2.0	GENERAL INFORMATION . . . . .	8.0
3.0	SIGNED APPLICATION NECESSARY. . . . .	8.0
4.0	APPLICATIONS BY AGENTS. . . . .	8.0
5.0	WITHHOLDING SERVICE . . . . .	9.0
6.0	EXTENSIONS. . . . .	9.0
7.0	LIMITATION OF USE . . . . .	9.0
8.0	CONTINUITY OF SERVICE . . . . .	9.0
9.0	TYPE AND MAINTENANCE. . . . .	10.0
10.0	CHANGE OF CUSTOMER'S INSTALLATION . . . . .	10.0
11.0	INSPECTION OF CUSTOMER'S INSTALLATION . . . . .	10.0
12.0	PROTECTION OF COMPANY'S PROPERTY. . . . .	10.0
13.0	ACCESS TO PREMISES. . . . .	11.0
14.0	RIGHT OF WAY OR EASEMENTS . . . . .	11.0
15.0	BILLING PERIODS . . . . .	11.0
16.0	DELINQUENT BILLS. . . . .	11.0
17.0	PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY. . . . .	11.0
18.0	TEMPORARY DISCONTINUANCE OF SERVICE . . . . .	12.0
19.0	TAX CLAUSE. . . . .	12.0
20.0	CHANGE OF OCCUPANCY . . . . .	12.0
21.0	UNAUTHORIZED CONNECTIONS - WATER. . . . .	13.0

(CONTINUED TO SHEET No. 7.0)

NAME OF COMPANY

CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

ORIGINAL SHEET No. 7.0

(CONTINUED FROM SHEET No. 6.0)

RULE NUMBER

SHEET NUMBER

22.0	METERS . . . . .	13.0
23.0	ALL WATER THROUGH METER . . . . .	13.0
24.0	ADJUSTMENT OF BILLS . . . . .	13.0
25.0	CUSTOMER DEPOSIT. . . . .	13.0
26.0	REQUEST FOR METER TEST BY CUSTOMER. . . . .	14.0
27.0	ADJUSTMENT OF BILLS FOR METER ERROR . . . . .	14.0
28.0	FILING OF CONTRACTS . . . . .	15.0

Steven J. Sherwood  
General Partner

RULES AND REGULATIONS

1.0 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.

2.0 GENERAL INFORMATION - THE COMPANY'S RULES AND REGULATIONS, INsofar AS THEY ARE INCONSISTENT WITH ANY STATUTE, LAW OR COMMISSION ORDER SHALL BE NULL AND VOID. THESE RULES AND REGULATIONS ARE A PART OF THE RATE SCHEDULES, APPLICATIONS AND CONTRACTS OF THE COMPANY, AND IN THE ABSENCE OF SPECIFIC WRITTEN AGREEMENT TO THE CONTRARY, THEY APPLY WITHOUT MODIFICATIONS OR CHANGE TO EACH AND EVERY CUSTOMER TO WHOM THE COMPANY RENDERS WATER SERVICE.

IN THE EVENT THAT A PORTION OF THESE RULES AND REGULATIONS IS DECLARED UNCONSTITUTIONAL OR VOID FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION SHALL IN NO WAY AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE RULES AND REGULATIONS FOR WATER SERVICE UNLESS SUCH COURT ORDER OR DECISION SHALL SO DIRECT.

THE COMPANY SHALL PROVIDE SERVICE TO ALL CUSTOMERS REQUIRING SUCH SERVICE WITHIN THE TERRITORY DESCRIBED IN ITS CERTIFICATE UPON SUCH TERMS AS ARE SET FORTH IN THIS TARIFF.

3.0 SIGNED APPLICATION NECESSARY - WATER SERVICE IS FURNISHED ONLY UPON SIGNED APPLICATION OR AGREEMENT ACCEPTED BY THE COMPANY AND THE CONDITIONS OF SUCH APPLICATION OR AGREEMENT ARE BINDING UPON THE CUSTOMER AS WELL AS UPON THE COMPANY. A COPY OF THE APPLICATION OR AGREEMENT FOR WATER SERVICE ACCEPTED BY THE COMPANY WILL BE FURNISHED TO THE APPLICANT ON REQUEST.

THE APPLICANT SHALL FURNISH TO THE COMPANY THE CORRECT NAME, STREET ADDRESS OR LOT AND BLOCK NUMBER, AT WHICH WATER SERVICE IS TO BE RENDERED.

4.0 APPLICATIONS BY AGENTS - APPLICATIONS FOR WATER SERVICE REQUESTED BY FIRMS PARTNERSHIPS, ASSOCIATIONS, CORPORATIONS, AND OTHERS, SHALL BE TENDERED ONLY BY DULY AUTHORIZED PARTIES. WHEN WATER SERVICE IS RENDERED UNDER AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN THE COMPANY AND AN AGENT OF THE PRINCIPAL, THE USE OF SUCH WATER SERVICE BY THE PRINCIPAL SHALL CONSTITUTE FULL AND COMPLETE RATIFICATION BY THE PRINCIPAL OF THE AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN AGENT AND THE COMPANY AND UNDER WHICH SUCH WATER SERVICE IS RENDERED.

NAME OF COMPANY...

WATER TARIFF

ORIGINAL SHEET No. 9.0

- 5.0 WITHHOLDING SERVICE - THE COMPANY MAY WITHHOLD OR DISCONTINUE WATER SERVICE RENDERED UNDER APPLICATION MADE BY ANY MEMBER OR AGENT OF A HOUSEHOLD, ORGANIZATION OR BUSINESS UNLESS ALL PRIOR INDEBTEDNESS TO THE COMPANY OF SUCH HOUSEHOLD, ORGANIZATION OR BUSINESS FOR WATER SERVICE HAS BEEN SETTLED IN FULL.
- SERVICE MAY ALSO BE DISCONTINUED FOR ANY VIOLATION BY THE CUSTOMER OR CONSUMER OF ANY RULE OR REGULATION SET FORTH IN THIS TARIFF.
- 6.0 EXTENSIONS - EXTENSIONS WILL BE MADE TO THE COMPANY'S FACILITIES IN COMPLIANCE WITH THE RULES/ORDERS/TARIFF ISSUED BY THE COMMISSION.
- 7.0 LIMITATION OF USE - WATER SERVICE PURCHASED FROM THE COMPANY SHALL BE USED BY THE CUSTOMER ONLY FOR THE PURPOSES SPECIFIED IN THE APPLICATION FOR WATER SERVICE AND THE CUSTOMER SHALL NOT SELL OR OTHERWISE DISPOSE OF SUCH WATER SERVICE SUPPLIED BY THE COMPANY. WATER SERVICE FURNISHED TO THE CUSTOMER SHALL BE RENDERED DIRECTLY TO THE CUSTOMER THROUGH COMPANY'S INDIVIDUAL METER AND MAY NOT BE REMETERED BY THE CUSTOMER FOR THE PURPOSE OF SELLING OTHERWISE DISPOSING OF WATER SERVICE TO LESSEES, TENANTS, OR OTHERS AND UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER OR CUSTOMER'S AGENT OR ANY OTHER INDIVIDUAL, ASSOCIATION OR CORPORATION INSTALL METERS FOR THE PURPOSE OF SO REMETERING SAID WATER SERVICE. 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 FOR ADJACENT PROPERTY THROUGH ONE METER, EVEN THOUGH SUCH ADJACENT PROPERTY BE OWNED BY HIM. IN CASE OF SUCH UNAUTHORIZED EXTENSION, REMETERING, SALE OR DISPOSITION OF SERVICE, CUSTOMER'S WATER SERVICE IS SUBJECT TO DISCONTINUANCE UNTIL SUCH UNAUTHORIZED EXTENSION, REMETERING, SALE OR DISPOSITION IS DISCONTINUED AND FULL PAYMENT IS MADE OF BILLS FOR WATER SERVICE, CALCULATED ON PROPER CLASSIFICATION AND RATE SCHEDULES AND REIMBURSEMENT IN FULL MADE TO THE COMPANY FOR ALL EXTRA EXPENSES INCURRED FOR CLERICAL WORK, TESTING AND INSPECTIONS.
- 8.0 CONTINUITY OF SERVICE - 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. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, LABOR TROUBLES, ACCIDENT, LITIGATIONS, BREAKDOWNS, SHUTDOWNS FOR EMERGENCY REPAIRS, OR ADJUSTMENTS, ACTS OF SABOTAGE, ENEMIES OF THE UNITED STATES, WARS, UNITED STATES, STATE, MUNICIPAL OR OTHER GOVERNMENTAL INTERFERENCE ACTS OF GOD OR OTHER

(CONTINUED TO SHEET No. 10.0)

Steven J. Sherwood

General Partner

(CONTINUED FROM SHEET No. 9.0)

CAUSES BEYOND ITS CONTROL. IF AT ANY TIME THE COMPANY SHALL INTERRUPT OR DISCONTINUE ITS SERVICE FOR ANY PERIOD GREATER THAN ONE HOUR, ALL CUSTOMERS EFFECTED BY SAID INTERRUPTION OR DISCONTINUANCE SHALL BE GIVEN NOT LESS THAN 24 HOURS NOTICE.

9.0 TYPE AND MAINTENANCE - THE CUSTOMER'S PIPES, APPARTUS AND EQUIPMENT SHALL BE SELECTED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICE, CONFORMING WITH THE RULES AND REGULATIONS OF THE COMPANY, AND IN FULL COMPLIANCE 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; AND THE COMPANY RESERVES THE RIGHT TO DISCONTINUE OR WITHHOLD WATER SERVICE TO SUCH APPARTUS OR DEVICE.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - NO CHANGES OR INCREASES IN 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 WILL BE LIABLE FOR ANY CHANGE RESULTING FROM A VIOLATION OF THIS RULE.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - ALL CUSTOMER'S WATER SERVICE INSTALLATIONS OR CHANGES SHALL BE INSPECTED UPON COMPLETION BY COMPETENT AUTHORITY TO INSURE THAT CUSTOMER'S PIPING, EQUIPMENT, AND DEVICES HAVE BEEN INSTALLED IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE AND SUCH LOCAL GOVERNMENTAL OR OTHER RULES AS MAY BE IN EFFECT. WHERE MUNICIPAL OR OTHER GOVERNMENTAL INSPECTION IS REQUIRED BY LOCAL RULES OR 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.

THE COMPANY RESERVES THE RIGHT TO INSPECT CUSTOMER'S INSTALLATION PRIOR TO RENDERING WATER SERVICE AND FROM TIME TO TIME THEREAFTER, BUT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY PORTION THEREOF.

12.0 PROTECTION OF COMPANY'S PROPERTY - THE CUSTOMER SHALL EXERCISE REASONABLE DILIGENCE TO PROTECT THE COMPANY'S PROPERTY ON THE CUSTOMER'S PREMISES, AND SHALL KNOWINGLY PERMIT NO ONE BUT THE COMPANY'S AGENTS, OR PERSONS AUTHORIZED BY LAW, TO HAVE ACCESS TO THE COMPANY'S PIPES AND APPARATUS.

(CONTINUED TO SHEET No. 11.0)

(CONTINUED FROM SHEET No. 10.0)

IN THE EVENT OF ANY LOSS, OR DAMAGE TO PROPERTY OF THE COMPANY CAUSED BY OR ARISING OUT OF CARELESSNESS, NEGLIGENCE OR MISUSE BY THE CUSTOMER, THE COST OF MAKING GOOD SUCH LOSS OR REPAIRING SUCH DAMAGE SHALL BE PAID BY THE CUSTOMER.

13.0 ACCESS TO PREMISES - THE DULY AUTHORIZED AGENTS OF THE COMPANY SHALL HAVE ACCESS AT ALL REASONABLE HOURS TO THE PREMISES OF THE CUSTOMER FOR THE PURPOSE OF INSTALLING, MAINTAINING AND INSPECTING OR REMOVING COMPANY'S PROPERTY, READING METERS, AND OTHER PURPOSES INCIDENT TO PERFORMANCE UNDER OR TERMINATION OF THE COMPANY'S AGREEMENT WITH THE CUSTOMER AND IN SUCH PERFORMANCE SHALL NOT BE LIABLE FOR TREASPASS.

14.0 RIGHT OF WAY OR EASEMENTS - THE CUSTOMER SHALL GRANT OR CAUSE TO BE GRANTED TO THE COMPANY AND WITHOUT COST TO THE COMPANY ALL RIGHTS, EASEMENTS, PERMITS, AND PRIVILEGES WHICH ARE NECESSARY FOR THE RENDERING OF WATER SERVICE.

15.0 BILLING PERIODS - BILLS FOR WATER SERVICE WILL BE RENDERED (MONTHLY, BIMONTHLY, QUARTERLY), BILLS ARE DUE WHEN RENDERED AND SHALL BE CONSIDERED AS RECEIVED BY CUSTOMER WHEN DELIVERED OR MAILED TO WATER SERVICE ADDRESS OR SOME OTHER PLACE MUTUALLY AGREED UPON.

NONRECEIPT OF BILLS BY CUSTOMER SHALL NOT RELEASE OR DIMINISH OBLIGATION OF CUSTOMER WITH RESPECT TO PAYMENT THEREOF.

16.0 DELINQUENT BILLS - BILLS ARE DUE WHEN RENDERED, AND IF NOT PAID WITHIN FIFTEEN (15) DAYS THEREAFTER BECOME DELINQUENT, AND WATER SERVICE MAY THEN, AFTER FIVE (5) DAYS WRITTEN NOTICE, BE DISCONTINUED. SERVICE WILL BE RESUMED ONLY UPON PAYMENT OF ALL PAST-DUE BILLS AND PENALTIES, TOGETHER WITH A RECONNECT CHARGE OF \$ \_\_\_\_\_, WHEN PERFORMED DURING REGULAR WORKING HOURS. AFTER REGULAR WORKING HOURS THE RECONNECTION CHARGE WILL BE \$ \_\_\_\_\_. THERE SHALL BE NO LIABILITY OF ANY KIND AGAINST THE COMPANY BY REASON OF DISCONTINUANCE OF WATER SERVICE TO THE CUSTOMER FOR FAILURE OF THE CUSTOMER TO PAY THE BILLS ON TIME.

NO PARTIAL PAYMENT OF ANY BILL RENDERED WILL BE ACCEPTED BY THE COMPANY, EXCEPT BY AGREEMENT WITH COMPANY, OR BY ORDER OR DIRECTION OF THE COMMISSION.

17.0 PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY - WHEN BOTH WATER AND SEWER SERVICE ARE PROVIDED BY THE COMPANY PAYMENT OF ANY WATER SERVICE BILL RENDERED BY THE COMPANY TO A WATER SERVICE CUSTOMER SHALL NOT BE ACCEPTED

(CONTINUED TO SHEET No. 12.0)

NAME OF COMPANY  
WATER TARIFF

ORIGINAL SHEET No. 12.0

(CONTINUED FROM SHEET No. 11.0)

BY THE COMPANY WITHOUT THE SIMULTANEOUS OR CONCURRENT PAYMENT OF ANY SEWER SERVICE BILL RENDERED BY THE COMPANY. IF THE CHARGES FOR WATER SERVICE ARE NOT SO PAID, THE COMPANY MAY DISCONTINUE BOTH SEWER SERVICE AND WATER SERVICE TO THE CUSTOMER'S PREMISES FOR NONPAYMENT OF THE WATER SERVICE CHARGES OR IF THE CHARGES FOR SEWER SERVICE ARE NOT SO PAID THE COMPANY MAY DISCONTINUE BOTH WATER SERVICE AND SEWER SERVICE TO THE CUSTOMER'S PREMISES FOR NONPAYMENT OF THE SEWER SERVICE CHARGE. THE COMPANY SHALL NOT RE-ESTABLISH OR RECONNECT SEWER SERVICE AND WATER SERVICE OR EITHER OF SUCH SERVICES UNTIL SUCH TIME AS ALL SEWER SERVICE CHARGES AND WATER SERVICE CHARGES AND ALL OTHER EXPENSES OR CHARGES ESTABLISHED OR PROVIDED FOR BY THESE RULES AND REGULATIONS ARE PAID.

18.0

TEMPORARY DISCONTINUANCE OF SERVICE - AT ANY TIME THAT WATER SERVICE IS NOT BEING FURNISHED TO THE PREMISES, AS CONFIRMED BY THE COMPANY FURNISHING SAID WATER SERVICE, UPON APPLICATION TO THE COMPANY BY THE CUSTOMER FOR A TEMPORARY SHUTOFF OF AT LEAST 60 DAYS DURATION, BILLING FOR WATER SERVICE TO THE PREMISES WILL BE SUSPENDED FOR THE NUMBER OF WHOLE MONTHS THAT WATER SERVICE IS DISCONTINUED TO THE PREMISES.

THE COMPANY MAY CHARGE A STAND-BY FEE OF UP TO 50% OF THE MINIMUM BILL FOR EACH BILLING PERIOD DURING WHICH PERIOD SERVICE IS DISCONTINUED.

19.0

TAX CLAUSE - RATES AND/OR CHARGES MAY BE INCREASED OR A SURCHARGE ADDED IN THE AMOUNT OF THE APPLICABLE PROPORTIONATE PART OF ANY TAXES AND ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN EXCESS OF THOSE IN EFFECT AFTER THE APPROVAL OF THIS RULE WHICH ARE ASSESSED ON THE BASIS OF METERS OR CUSTOMERS OR THE PRICE OF OR REVENUES FROM WATER SOLD, NOT INCLUDING INCOME TAXES.

20.0

CHANGE OF OCCUPANCY - WHEN CHANGE OF OCCUPANCY TAKES PLACE ON ANY PREMISES SUPPLIED BY THE COMPANY WITH WATER SERVICE, WRITTEN NOTICE THEREOF SHALL BE GIVEN AT THE OFFICE OF THE COMPANY NOT LESS THAN THREE (3) DAYS PRIOR TO THE DATE OF CHANGE BY THE OUTGOING CUSTOMER, WHO WILL BE HELD RESPONSIBLE FOR ALL WATER SERVICE USED ON SUCH PREMISES UNTIL SUCH WRITTEN NOTICE IS SO RECEIVED AND THE COMPANY HAS HAD REASONABLE TIME TO DISCONTINUE WATER SERVICE. HOWEVER, IF SUCH WRITTEN NOTICE HAS NOT BEEN RECEIVED, THE APPLICATION OF A SUCCEEDING OCCUPANT FOR WATER SERVICE WILL AUTOMATICALLY TERMINATE THE PRIOR ACCOUNT. CUSTOMER'S DEPOSIT MAY BE TRANSFERRED FROM ONE SERVICE LOCATION TO

(CONTINUED TO SHEET No. 13.0)

Steven J. Sherwood  
General Partner

NAME OF COMPANY

WATER TARIFF

ORIGINAL SHEET No. 13.0

(CONTINUED FROM SHEET No. 12.0)

ANOTHER, IF BOTH LOCATIONS ARE SUPPLIED BY THE COMPANY, CONSUMER'S DEPOSIT MAY NOT BE TRANSFERRED FROM ONE NAME TO ANOTHER.

FOR THE CONVENIENCE OF ITS CUSTOMERS, THE COMPANY WILL ACCEPT TELEPHONE ORDERS TO DISCONTINUE OR TRANSFER WATER SERVICE AND WILL USE ALL REASONABLE DILIGENCE IN THE EXECUTION THEREOF. HOWEVER, ORAL ORDERS OR ADVISE SHALL NOT BE DEEMED BINDING OR BE CONSIDERED FORMAL NOTIFICATION TO THE COMPANY.

- 21.0 UNAUTHORIZED CONNECTIONS - WATER - CONNECTIONS TO THE COMPANY'S WATER SYSTEM FOR ANY PURPOSE WHATSOEVER ARE TO BE MADE ONLY BY EMPLOYEES OF THE COMPANY. UNAUTHORIZED CONNECTIONS RENDER THE SERVICE SUBJECT TO IMMEDIATE DISCONTINUANCE WITHOUT NOTICE AND WATER SERVICE WILL NOT BE RESTORED UNTIL SUCH UNAUTHORIZED CONNECTIONS HAVE BEEN REMOVED AND UNLESS SETTLEMENT IS MADE IN FULL FOR ALL WATER SERVICE ESTIMATED BY THE COMPANY TO HAVE BEEN USED BY REASON OF SUCH UNAUTHORIZED CONNECTION.
- 22.0 METERS - ALL WATER METERS SHALL BE FURNISHED BY AND REMAIN THE PROPERTY OF THE COMPANY AND SHALL BE ACCESSIBLE AND SUBJECT TO ITS CONTROL. THE CUSTOMER SHALL PROVIDE METER SPACE TO THE COMPANY AT A SUITABLE AND READILY ACCESSIBLE LOCATION AND WHEN THE COMPANY CONSIDERS IT ADVISABLE, WITHIN THE PREMISES TO BE SERVED, ADEQUATE AND PROPER SPACE FOR THE INSTALLATION OF METERS AND OTHER SIMILAR DEVICES.
- 23.0 ALL WATER THROUGH METER - THAT PORTION OF THE CUSTOMER'S INSTALLATION FOR WATER SERVICE SHALL BE SO ARRANGED 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.
- 24.0 ADJUSTMENT OF BILLS - WHEN A CUSTOMER HAS BEEN OVERCHARGED OR UNDERCHARGED AS A RESULT OF INCORRECT APPLICATION OF THE RATE SCHEDULES, INCORRECT READING OF THE METER, INCORRECT CONNECTION OF THE METER, OR OTHER SIMILAR REASONS, THE AMOUNT MAY BE CREDITED OR BILLED TO THE CUSTOMER AS THE CASE MAY BE.
- 25.0 CUSTOMER DEPOSIT - BEFORE RENDERING SERVICE, THE COMPANY WILL REQUIRE A DEPOSIT OR GUARANTEE SATISFACTORY TO THE COMPANY TO SECURE THE PAYMENT OF BILLS; AND THE COMPANY

(CONTINUED TO SHEET No. 14.0)

Steven J. Sherwood

General Partner



## WATER TARIFF

(CONTINUED FROM SHEET No. 13.0)

SHALL GIVE THE CUSTOMERS A NON-NEGOTIABLE AND NON-TRANSFERABLE DEPOSIT RECEIPT. THE AMOUNT OF SUCH DEPOSIT SHALL BE \$ 10.00 OR AN AMOUNT NECESSARY TO COVER MINIMUM CHARGES FOR SERVICE FOR THREE (3) BILLING PERIODS, WHICH EVER IS GREATER.

THE COMPANY WILL PAY INTEREST ON CUSTOMERS DEPOSIT AT THE RATE OF 6 PERCENT PER ANNUM. THE PAYMENT OF INTEREST WILL BE MADE ONCE EACH YEAR AS A CREDIT ON REGULAR BILLS, AND ON FINAL BILLS WHEN SERVICE IS DISCONTINUED. NO CUSTOMER DEPOSITOR WILL RECEIVE INTEREST ON HIS DEPOSIT UNTIL AT LEAST SIX (6) MONTHS CONTINUOUS SERVICE, THEN INTEREST WILL BE PAID FROM THE DATE OF THE COMMENCEMENT OF SERVICE.

THE COMPANY WILL PAY OR CREDIT ACCRUED INTEREST TO THE CUSTOMERS ACCOUNT DURING THE MONTH OF January EACH YEAR.

UPON FINAL SETTLEMENT OF CUSTOMER'S ACCOUNT, ANY UNUSED BALANCE OF THE DEPOSIT WILL BE REFUNDED. REFUND IS CONTINGENT UPON SURRENDER TO THE COMPANY OF THE APPLICABLE DEPOSIT RECEIPT OR, WHEN THE RECEIPT CANNOT BE PRODUCED, UPON ADEQUATE IDENTIFICATION.

26.0

REQUEST FOR METER TEST BY CUSTOMER SHOULD ANY CUSTOMER REQUEST A BENCH TEST OF HIS WATER METER, THE COMPANY WILL REQUIRE A DEPOSIT TO DEFRAY COST OF TESTING; SUCH DEPOSIT NOT TO EXCEED THE FOLLOWING SCHEDULE OF FEES:

METER SIZE	FEE
5/8" AND 3/4"	\$20.00
1" AND 1 1/2"	\$25.00
2" and Over	Actual Cost

IF THE METER IS FOUND TO REGISTER IN EXCESS OF THE ACCURACY LIMITS PRESCRIBED BY THE COMMISSION THE DEPOSIT WILL BE REFUNDED; BUT IF BELOW SUCH ACCURACY LIMIT, THE DEPOSIT WILL BE RETAINED BY THE COMPANY AS A SERVICE CHARGE FOR CONDUCTING THE TEST.

FURTHER, UPON WRITTEN REQUEST OF ANY CUSTOMER, THE COMPANY SHALL, WITHOUT CHARGE, MAKE A FIELD TEST OF THE ACCURACY OF THE WATER METER IN USE AT CUSTOMER'S PREMISES PROVIDED THAT THE METER HAS NOT BEEN TESTED WITHIN THE PAST SIX (6) MONTHS.

27.0

ADJUSTMENT OF BILLS FOR METER ERROR - IN METER TESTS MADE BY THE COMMISSION OR BY THE COMPANY, THE ACCURACY OF

(CONTINUED TO SHEET No. 15.0)

NAME OF COMPANY

WATER TARIFF

ORIGINAL SHEET No. 15.0

(CONTINUED FROM SHEET No. 14.0)

REGISTRATION OF THE METER AND ITS PERFORMANCE IN SERVICE SHALL BE JUDGED BY ITS AVERAGE ERROR. THE AVERAGE METER ERROR SHALL BE CONSIDERED TO BE THE AVERAGE OF THE ERRORS AT THE TEST RATE FLOWS.

FAST METERS - WHENEVER A METER TESTED IS FOUND TO REGISTER FAST IN EXCESS OF THE TOLERANCE PROVIDED IN THE METER ACCURACY REQUIREMENTS PROVISION HEREIN, THE UTILITY SHALL REFUND TO THE CUSTOMER THE AMOUNT BILLED IN ERROR FOR ONE-HALF THE PERIOD SINCE THE LAST TEST; SAID ONE-HALF PERIOD NOT TO EXCEED SIX (6) MONTHS EXCEPT THAT IF IT CAN BE SHOWN THAT THE ERROR WAS DUE TO SOME CAUSE, THE DATE OF WHICH CAN BE FIXED, THE OVERCHARGE SHALL BE COMPUTED BACK TO BUT NOT BEYOND SUCH DATE. THE REFUND SHALL NOT INCLUDE ANY PART OF ANY MINIMUM CHARGE.

METER ACCURACY REQUIREMENTS - ALL METERS USED FOR MEASURING QUANTITY OF WATER DELIVERED TO A CUSTOMER SHALL BE IN GOOD MECHANICAL CONDITION AND SHALL BE ADEQUATE IN SIZE AND DESIGN FOR THE TYPE OF SERVICE WHICH THEY MEASURE. BEFORE BEING INSTALLED FOR THE USE OF ANY CUSTOMER EVERY WATER METER, WHETHER NEW, REPAIRED, OR REMOVED FROM SERVICE FOR ANY CAUSE, SHALL BE ADJUSTED TO REGISTER WITHIN THE ACCURACY LIMITS SET FORTH IN THE FOLLOWING TABLE:

METER TYPE	ACCURACY LIMITS IN PERCENT			
	MAXIMUM RATE	INTERMEDIATE RATE	NEW	REPAIRED
DISPLACEMENT	98.5-101.5	98.5-101.5	95-101.5	90-101.5
CURRENT	97 -103	97 -103	95-103	90-103
COMPOUND*	97 -103	97 -103	95-103	90-103

\* THE MINIMUM REQUIRED ACCURACY FOR COMPOUND METERS AT ANY RATE WITHIN THE "CHANGEOVER" RANGE OF FLOWS SHALL BE 85%.

28.0

THE COMPANY SHALL FILE COPIES OF ALL CONTRACTS FOR SERVICE AVAILABILITY WITH THE COMMISSION WITHIN THIRTY (30) DAYS AFTER EXECUTION.

Steven J. Sherwood

General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY  
WATER TARIFF

INDEX OF RATE SCHEDULES

	<u>Sheet Number</u>
General Service, GS .....	17.0
Residential Service, RS .....	18.0
Fire Hydrants .....	19.0
Held for Future Use .....	20.0

Stephen J. Sherwood  
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water services 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 - \$0.54 per thousand gallons (charged through master meter for mobile home park only.)
- MINIMUM BILL - N/A
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 16, 1999
- TYPE OF FILING - 1998 Price Index

Steven Sherwood  
ISSUING OFFICER

General Partner  
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water services for all purposes in private residence 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 - 1st 2,000 Gallons - \$2.69  
All gallonage usage over 2,000 gallons - \$0.54 per thousand gallons
- MINIMUM BILL - \$2.69
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 16, 1999
- TYPE OF FILING - 1998 Price Index

Steven Sherwood  
ISSUING OFFICER

General Partner  
TITLE

Original Sheet No. 19.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

FIRE HYDRANTS

WATER

AVAILABILITY: AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY: TO FIRE HYDRANTS FURNISHING FIRE PROTECTION INSTALLED ON PUBLIC OR PRIVATE PROPERTY CONNECTED TO THE WATER MAINS ON THE COMPANY.

LIMITATIONS: SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND REGULATIONS OF THE COMMISSION.

RATE: NOT APPLICABLE AT THIS TIME

MINIMUM CHARGE:

TERMS OF PAYMENT:

Stephen J. Sherwood  
General Partner

Original Sheet No. 20.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

HELD FOR FUTURE USE

Stephen J. Sherwood  
General Partner

CWS COMMUNITIES LP d/b/a PALM VALLEY  
NAME OF COMPANY \_\_\_\_\_  
WATER TARIFF \_\_\_\_\_

INDEX OF STANDARD FORMS

	<u>Sheet Number</u>
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	22.0
APPLICATION FOR WATER SERVICE .....	23.0
APPLICATION FOR METER INSTALLATION .....	24.0
COPY OF CUSTOMER'S BILL .....	25.0

Stephen J. Sherwood  
General Partner



NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY  
Original Sheet No. 22.0

WATER TARIFF

CONSUMER'S GUARANTEE DEPOSIT RECEIPT

Not Applicable at this time

Stephen J. Sherwood  
General Partner

Original Sheet No. 23.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

APPLICATION FOR WATER SERVICE

Not applicable at this time

Stephen J. Sherwood  
General Partner

Original Sheet No. 24.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Not applicable at this time

Stephen J. Sherwood  
General Partner

CWS COMMUNITIES LP d/b/a

Original Sheet No. 25.0

**PALM VALLEY**  
3700 Palm Valley Circle  
Oviedo, FL 32765

(407) 365-6651

SAMPLE

Account Lot #: 1

**IF YOU ARE PAYING CASH, PLEASE BRING IN EXACT AMOUNT, WE DON'T  
CARRY CASH ON THE PREMISES.**

**BILLING PERIOD: 5/19/00 - 6/19/00**

<b>WATER</b>	<b>Flat Rate Sewer Charge (Residential)</b>		<b>\$8.77</b>
	<b>Present Reading:</b>	<b>310600</b>	
	<b>Previous Reading:</b>	<b>304950</b>	
<b>WATER</b>	<b>Gallons Used:</b>	<b>5,650</b>	
<b>Res. Service:</b>	<b>1<sup>st</sup> 2,000 gallons Minimum Flat Rate</b>		
		<b>2,000 gals.</b>	<b>\$2.69</b>
<b>Gen. Service:</b>	<b>All gallons over 2,000 gals.</b>		<b>\$1.97</b>
	<b>@ \$.54 per thousand gals.</b>		
	<b>Gals.: 3,650</b>		
	<b>Total Gals. Used: 5,650</b>		
	<b>4% Water Tax:</b>		<b>\$0.19</b>
	<b>TOTAL DUE:</b>		<b>\$13.62</b>

**Payment Due 20 Days From The Date of This Statement. Past Due 10-Jul-00**

**Payable to: PALM VALLEY**

**Thank You.**

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY  
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Service Availability Policy .....	27.0
Schedule of Fees and Charges .....	28.0

Stephen J. Sherwood  
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water and sewer service to a mobile home park and an adjacent subdivision. The mobile home park is master-metered, and is the only general service customer.

(D)

A developer agreement made with the former owner of the utility (Alafaya Palm Valley Associates, Ltd.) at the time of transfer states that if plant expansion is necessary to permit development of land still owned by Alafaya Palm Valley Associates, Ltd, then Alafaya Palm Valley Associates, Ltd. will provide funds for such expansion.

Stephen J. Sherwood  
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SCHEDULE OF FEES AND CHARGES

WATER

AVAILABILITY

Available throughout the area served by the company to residential service customers.

APPLICABILITY

To all residential service customers for initial connections to the system made after the effective date of this tariff sheet.

CHARGES

\$ 170.00 per ERC. One (1) ERC = 300 gpd

LIMITATIONS

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

(D)  
(N)

(N)

Stephen J. Sherwood  
General Partner

SEWER TARIFF

CWS COMMUNITIES LP d/b/a PALM VALLEY  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION



NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SEWER TARIFF

CWS COMMUNITIES LP d/b/a PALM VALLEY  
NAME OF COMPANY

3700 PALM VALLEY CIRCLE  
OVIEDO, FL 32765  
(ADDRESS OF COMPANY)

(407)365-6651 (407)229-2103  
(Business and Emergency Telephone Numbers)

FORMERLY:

ALAFAYA PALM VALLEY ASSOCIATES, LTD.

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Stephen J. Sherwood  
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SEWER TARIFF

Table of Contents

	<u>Sheet Number</u>
Territory Served .....	3.0 - 3.5
Miscellaneous .....	4.0
Technical Terms and Abbreviations .....	5.0
Index of Rules and Regulations .....	6.0 - 7.0
Rules and Regulations .....	8.0 - 14.0
Index of Rate Schedules .....	15.0
Rate Schedules .....	16.0 - 17.0
Index of Standard Forms .....	18.0
Standard Forms .....	19.0 - 21.0
Index of Service Availability .....	22.0
Service Availability .....	23.0 - 24.0
Contracts and Agreements .....	There are no contracts at the date of original issue or (Submit Contracts)

Stephen J. Sherwood  
General Partner

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY

Wastewater Tariff

Territory Served

Certificate Number - 223-S

County - Seminole

Commission Order(s) Approving Territory Served -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
7518	11/22/76	750660-WS	Original
9626	11/05/80	790519-WS	Amendment
12714	11/30/83	830530-WS	Amendment
14480	06/18/85	850040-WS	Amendment
16360	07/16/86	860583-WS	Transfer
19149	04/15/88	880230-WS	Name Change
19149-A	09/14/88 .	880230-WS	Name Change
23094	06/20/90	900166-WS	Amendment
		991984-WS	Transfer

Stephen J. Sherwood  
Issuing Officer

General Partner  
Title

Name of Company CWS Communities LP d/b/a Palm Valley  
Wastewater Tariff

Description of Territory Served  
Order no. 7518

In Township 21 South, Range 31 East, Seminole County-  
Section 34 and 35

Portions of said Sections 34 and 35 known as Palm Valley Mobile Home Park and more particularly described as follows:

Lots 7 and 15 according to the plat thereof as recorded in Plat Book 11, Page 43, of the Public Records of Seminole County, Florida.

Order no. 9626

Township 21 South, Range 31 East  
Section 24

Begin at the East ¼ Corner of said Section 34, thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence North 89 degrees 23 minutes 00 seconds West, a distance of 257.38 feet; thence South 00 degrees 18 minutes 03 seconds West, a distance of 228.21 feet, thence South 88 degrees 35 minutes 41 seconds West, a distance of 541.44; thence South 00 degrees 18 minutes 03 seconds West, a distance of 720.49 feet to an iron pipe on the South right-of-way of park Road; said point being on a curve with a radius of 2625.65 feet, thence continue Easterly along said South right-of-way a distance of 334.71 feet to a concrete monument, said point being the point of curve of said curve; thence South 89 degrees 13 minutes 35 seconds East, a distance of 225.0 feet more or less to the Northeast corner of Lot 7 as recorded in Plat Book 11, page 43 of the Public Records of Seminole County, Florida, thence South 00 degrees 02 minutes, 08 seconds West, a distance of 1485.0 feet more or less; thence South 00 degrees 02 minutes 08 seconds West, a distance of 560.00 feet; thence South 89 degrees 37 minutes 00 seconds East a distance of 235 feet more or less to a point on the East boundary of said Section 34; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet to the POINT OF BEGINNING.

ALSO

Beginning at a point on the East right-of-way line of Alafaya Trail 279.01 feet South of the South right-of-way line of Park Road running thence South 89 degrees 27 minutes 05 seconds East 613.86 feet to a point; thence North 00 degrees 03 minutes 18 seconds North 300.31 feet to a point on the South right-of-way line of Park Road; thence along the South right-of-way line of Park Road, following the arc of 1156.78 feet radius curve 315.38 feet to a point; thence continuing along said South right-of-way line of Park Road North 63 degrees 49 minutes 52 seconds East, a distance of 1152.76 feet to a point; thence South 00 degrees 02 minutes 08 seconds West, a distance of 1670 feet more or less to a point; thence North 89 degrees 37 minutes 00 seconds West, a distance of 670 feet to a point, thence North 00 degrees 02 minutes, 05 seconds East, a distance of 381.05 feet to a point; thence North 89 degrees, 27 minutes, 05 seconds West a distance of 1275.70 feet to the Westerly right-of-way line of Alafaya Trail; hence North along said right-of-way line North 00 degrees 03 minutes 18 seconds West, 350.02 feet to the POINT OF BEGINNING.

ALSO

Begin at the Southwest corner of Lot 19, Orlando Industrial Park, run West 00 degrees 02 minutes 08 seconds East, 921 feet; thence North 89 degrees 57 minutes 05 seconds East 105 feet, thence North 00 degrees 02 minutes 08 seconds East, 25 feet; thence North 63 degrees 04 minutes 52 seconds East, 807.00 feet; thence South 60 degrees 02 minutes 08 seconds West, 889.52 to the Northerly right-of-way of Park Road; thence South 63 degrees 49 minutes 53 seconds West along said right-of-way 935.93 feet to the POINT OF BEGINNING. Said parcel known as Fox Run Subdivision.

Steven J. Sherwood  
General Partner

Name of Company CWS Communities LP d/b/a Palm Valley  
Wastewater Tariff

Description of Territory Served  
Order No. 9626 continued

Section 35

Begin at the West ¼ corner of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence South 89 degrees 34 minutes 49 seconds East, a distance of 332.63 feet; thence South 00 degrees 14 minutes 18 seconds West 1333.71 feet; thence South 00 degrees 30 minutes 22 seconds East 1087.76 feet; thence North 89 degrees 37 minutes 00 seconds West 340 feet more or less to a point on the West boundary line of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet more or less to the POINT OF BEGINNING.

Order No. 12714

Township 21 South, Range 31 East

Section 34

From the South ¼ corner of said Section 34, run South 89 degrees 37 minutes 00 seconds East a distance of 740 feet along the South line of said Section; thence North 00 degrees 02 minutes 08 seconds East a distance of 2040 feet more or less, along the East R-O-W line of Seminole Avenue to a point at the intersection of said East line with the South R-O-W line of Jessup Street for a Point of Beginning. From said Point of Beginning thence run South 89 degrees 37 minutes 00 seconds East a distance of 800 feet along said South R-O-W line of Jessup Street, thence South 00 degrees 02 minutes 08 seconds West a distance of 500 feet parallel with said Seminole Avenue, thence North 89 degrees 37 minutes 00 seconds West a distance of 800 feet to said Seminole Avenue, thence North 00 degrees 02 minutes 08 seconds East a distance of 500 feet to the Point of Beginning.

Township 21 South, Range 31 East  
Section 34

Order no. 14480

That portion of said Section 34 and all of Lot 8 and a portion of Lot 13, Orlando Industrial Park as recorded in Plat Book 10, Page 100 of the Public Records of Seminole County, Florida described as follows:

Commencing at the Southeast corner of said section, thence run North 89 degrees 37'00" West along the South line of said section and the centerline of an 80 foot R-O-W for a distance of 799.25 feet to a Southerly projection of the East line of Lot 11, Orlando Industrial Park; thence run North 00 degrees 02'08" East along said project line and the East line of Lot 11 for a distance of 840 feet to the Easterlymost corner of Lot 13 of said Orlando Industrial Park for the Point of Beginning; thence run South 74 degrees 26'00" West along the South line of said Lot 13 a distance of 365.07 (calc) 364.01 (plat) to the Northeast corner of Lot 12 of said industrial park; thence run North 89 degrees 37'00" West along said South line of Lot 13 for a distance of 760.19 feet to the Southwest corner of said Lot 13; thence run North 00 degrees 02'08" East along the West line of said Lot 13 for a distance of 387.76 feet; thence South 89 degrees 37'00" East for a distance of 225 feet; thence North 00 degrees 02'08" East a distance of 18.88 feet; thence South 89 degrees 37'00" East for a distance of 288 feet; thence North 01 degrees 20'29" West for a distance of 208.09 feet; thence North 89 degrees 37'00" West for a distance of 508 feet to the aforementioned West line of said Lot 13; thence run North 00 degrees 02'08" East along said West line a

Steven J. Sherwood  
General Partner

Name of Company CWS Communities LP d/b/a Palm Valley  
Wastewater Tariff

Description of Territory Served  
Order no. 14480 continued...

Distance of 185.44 feet to the Northwest corner of said Lot 13; thence run South 89 degrees 37'00" East Along the North line of said Lot 13 for a distance of 800 feet to the Southwest corner of Lot 8 of said industrial park; thence run North 00 degrees 02'08" East along the West line of said Lot 8 a distance of 500 feet to the Northwest corner of said Lot 8; thence run South 89 degrees 37'00" East along the North line of said Lot 8 a distance of 780 feet to the Northeast corner of said Lot 8; thence run South 00 degrees 02'08" West along the East line of said Lot 8 a distance of 500 feet to the Southeast corner of said Lot 8; thence run North 89 degrees 37'00" West along the South line of said Lot 8 a distance of 355.63 feet to a point which lies South 89 degrees 37'00" East a distance of 424.37 feet from the aforementioned Southwest corner of Lot 8; thence South 00 degrees 29'25" East a distance of 218.33 feet; thence South 01 degrees 39'42" East a distance of 481.67 feet; thence North 89 degrees 37'00" West a distance of 129.01 feet to the Point of Beginning.

Section 35

The West ¼ of the Northwest ¼ of the Northwest ¼ of said Section 35.

And

The East ¼ of the West ¼ of the Northwest ¼ of the Southwest ¼ of said Section 35,

And

The South 453.34 feet of the East ¼ of the West ¼ of the Southwest ¼ of the Northwest ¼ of said Section 35.

Order No. 16360 Involved a Transfer

Order No. 19149 and 19149-A Involved a Name Change

Steven J. Sherwood  
General Partner

Name of Company CWS Communities LP d/b/a Palm Valley  
Wastewater Tariff

Description of Territory Served  
Order No. 23094

Township 21 South, Range 31 East  
In Sections 34 and 35

Parcels 5 and 6: This description is in Order No. 14480, except that is in a different format.

From a Northeast Corner of Section 34, run South along the East line of Section 34 3,250 feet.  
Thence run west 1,100 feet to the point of beginning. Thence South 00 degrees 30' 26" East 218.31 feet.  
Thence South 01 degrees 42' 27" East 180.76 feet. Thence South 01 degrees 42' 27" East 300.87 feet.  
Thence North 89 degrees 36' 50" West 129.82 feet. Thence South 74 degrees 26' 00" West 364.01 feet.  
Thence North 89 degrees 40' 34" West 68.30 feet. Thence North 89 degrees 40' 34" West 691.70 feet.  
Thence North 00 degrees 00' 38" West 387.73 feet. Thence South 89 degrees 34' 08" East 224.94 feet.  
Thence North 00 degrees 54' 35" East 18.92 feet. Thence South 89 degrees 44' 01" East 287.87 feet.  
Thence North 01 degrees 21' 41" West 208.21 feet. Thence North 89 degrees 40' 28" West 508.25 feet.  
Thence North 00 degrees 02' 34" West 185.42 feet. Thence South 89 degrees 38' 18" East 800.12 feet.  
Thence South 89 degrees 37' 25" East 424.39 feet to the point of beginning.

Parcel A-2:

The South  $\frac{1}{2}$  of the East  $\frac{3}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , less the South 453.34 feet of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all in Section 35.

Steven J. Sherwood  
General Partner

Name of Company: CWS COMMUNITIES LP d/b/a PALM VALLEY

Description of Territory Served

Order # \_\_\_\_\_

Township 21 South, Range 31 EastSection 35Addition 8

*That part of the Northwest 1/4 of Section 35, Township 21 South, Range 31 East, Seminole County, Florida, being further described as follows:*

*Commence at the Northwest corner of Section 35, Township 21 South, Range 31 East, Seminole County, Florida and run thence N89°52'09"E 332.91 feet (N89°45'42"E 332.85 feet record) along the North boundary of Section 35 to the point of beginning; thence continue N89°47'40"E 662.10 feet (N89°45'42"E 665.73 record) along the North boundary of said Section 35; thence S00°15'18"E 1332.93 feet; thence N89°49'23"E 333.79 feet (N89°42'41"E record) to the Northwest corner of SE 1/4 of NW 1/4 of said Section 35; thence continue along the boundary of Brighton Park at Carillon according to the map or plat thereof as recorded in plat book 42, pages 86-89 of the Public Records of Seminole County, Florida, N89°49'23"E 283.75 feet to the appropriate centerline of a creek; thence continue along the boundary of said subdivision S09°24'12"E 271.06 feet (S09°24'12"E 273.12 feet record); thence continue along the said subdivision S06°51'54"W 400.91 feet (S06°51'54"W 389.91 feet record); thence S89°47'41"W 278.55 feet to the 40 acre line; thence continue S89°47'41"W 1003.11 feet along the Northerly boundary of Palm Valley Manufactured Housing; thence N00°00'32"W 1998.66 feet (N00°14'22"E deed) along the Easterly boundary of Palm Valley Manufactured Housing to the point of beginning.*

*Containing 1,755,983.6218 square feet or 40.3118 acres M.O.L.*

Addition 8A

*The East quarter of the Northwest quarter of the Northwest quarter of Section 35, Township 21 South, Range 31 East, Seminole County, Florida.*

*Containing 443,725.39 square feet or 10.1865 acres M.O.L.*

Steven J. Sherwood  
General Partner



Original Sheet No. 4.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

**SEWER TARIFF**

MISCELLANEOUS

Stephen J. Sherwood  
General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.5.0

SEWER TARIFF

TECHNICAL TERM AND ABBREVIATIONS

- 1.0 “COMPANY” -CWS COMMUNITIES LP d/b/a PALM VALLEY
- 2.0 “CONSUMER”-Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3.0 “SERVICE”-Service, as mentioned in this Tariff and in agreement with customers, shall be construed to include, in addition to all sewer service required by the customer the readiness and ability on the part of the Company to furnish sewer service to the customer, service shall conform to the standards set forth in Section 367,111 of the Florida Statutes.
- 4.0 “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 an installation for disposing sewage located on the Customer’s side of “Point of Collection” whether such installation is owned by Customer, or used by Consumer under lease or otherwise.
- 5.0 “POINT OF COLLECTION”- The point where the Company’s pipes or meters are connected with pipes of the Consumer.
- 6.0 “MAIN”- Shall refer to a pipe, conduit, or other facility installed to convey sewer service from individual service lines or other mains.
- 7.0 “SERVICE LINES”- The pipes of the Company which are connected from the mains to point of collection.
- 8.0 “RATE SCHEDULE”- Refers to rates or charges for the particular classification of service.
- 9.0 “COMMISSION”- Refers to Florida Public Service Commission.
- 10.0 “CERTIFICATE”- Means the Sewer Certificate issued to the Company by the Commission.
- 11.0 “CUSTOMER”- Means the person, firm or corporation who has entered into an agreement to receive sewer service from the company and who is liable for the payment of that sewer service.

Steven J. Sherwood  
General Partner

INDEX OF RULES AND REGULATIONS

<u>RULE NUMBER</u>		<u>SHEET NUMBER</u>
1.0	POLICY DISPUTE . . . . .	8.0
2.0	GENERAL INFORMATION . . . . .	8.0
3.0	SIGNED APPLICATION NECESSARY . . . . .	8.0
4.0	APPLICATIONS BY AGENTS . . . . .	8.0
5.0	WITHOLDING SERVICE . . . . .	9.0
6.0	EXTENSIONS . . . . .	9.0
7.0	LIMITATION OF USE . . . . .	9.0
8.0	CONTINUITY OF SERVICE . . . . .	9.0
9.0	TYPE AND MAINTENANCE . . . . .	10.0
10.0	CHANGE OF CUSTOMER'S INSTALLATION . . . . .	10.0
11.0	INSPECTION OF CUSTOMER'S INSTALLATION . . . . .	10.0
12.0	PROTECTION OF COMPANY'S PROPERTY . . . . .	10.0
13.0	ACCESS TO PREMISES . . . . .	11.0
14.0	RIGHT OF WAY OR EASEMENTS . . . . .	11.0
15.0	BILLING PERIODS . . . . .	11.0
16.0	DELINQUENT BILLS . . . . .	11.0
17.0	PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY . . . . .	11.0
18.0	TEMPORARY DISCONTINUANCE OF SERVICE . . . . .	12.0
19.0	EVIDENCE OF CONSUMPTION . . . . .	12.0
20.0	TAX CLAUSE . . . . .	12.0

(CONTINUED TO SHEET No. 7.0)

(CONTINUED FROM SHEET No. 6.0)

<u>RULE NUMBER</u>		<u>SHEET NUMBER</u>
21.0	CHANGE OF OCCUPANCY. . . . .	12.0
22.0	UNAUTHORIZED CONNECTIONS - SEWER . . . . .	13.0
23.0	ADJUSTMENT OF BILLS. . . . .	13.0
24.0	CUSTOMER DEPOSIT . . . . .	13.0
25.0	FILING OF CONTRACTS. . . . .	14.0

RULES AND REGULATIONS

1.0 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.

2.0 GENERAL INFORMATION - THE COMPANY'S RULES AND REGULATIONS, INSOFAR AS THEY ARE INCONSISTENT WITH ANY STATUTE, LAW OR COMMISSION ORDER SHALL BE NULL AND VOID. THESE RULES AND REGULATIONS ARE A PART OF THE RATE SCHEDULES, APPLICATIONS & CONTRACTS OF THE COMPANY, AND IN THE ABSENCE OF SPECIFIC WRITTEN AGREEMENT TO THE CONTRARY, THEY APPLY WITHOUT MODIFICATIONS OR CHANGE TO EACH AND EVERY CUSTOMER TO WHOM THE COMPANY RENDERS SEWAGE SERVICE.

IN THE EVENT THAT A PORTION OF THESE RULES AND REGULATIONS IS DECLARED UNCONSTITUTIONAL OR VOID FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION SHALL IN NO WAY AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE RULES AND REGULATIONS FOR SEWAGE SERVICE UNLESS SUCH COURT ORDER OR DECISION SHALL SO DIRECT.

THE COMPANY SHALL PROVIDE SERVICE TO ALL CUSTOMERS REQUIRING SUCH SERVICE WITHIN THE TERRITORY DESCRIBED IN ITS CERTIFICATE UPON SUCH TERMS AS ARE SET FORTH IN THIS TARIFF.

3.0 SIGNED APPLICATION NECESSARY - SEWAGE SERVICE IS FURNISHED ONLY UPON SIGNED APPLICATION OR AGREEMENT ACCEPTED BY THE COMPANY AND THE CONDITIONS OF SUCH APPLICATION OR AGREEMENT ARE BINDING UPON THE CUSTOMER AS WELL AS UPON THE COMPANY. A COPY OF THE APPLICATION OR AGREEMENT FOR SEWER SERVICE ACCEPTED BY THE COMPANY WILL BE FURNISHED TO THE APPLICANT ON REQUEST.

THE APPLICANT SHALL FURNISH TO THE COMPANY THE CORRECT NAME, STREET ADDRESS OR LOT AND BLOCK NUMBER, AT WHICH SEWER SERVICE IS TO BE RENDERED.

4.0 APPLICATIONS BY AGENTS - APPLICATIONS FOR SEWER SERVICE REQUESTED BY FIRMS PARTNERSHIPS, ASSOCIATIONS, CORPORATIONS, AND OTHERS, SHALL BE TENDERED ONLY BY DULY AUTHORIZED PARTIES. WHEN SEWER SERVICE IS RENDERED UNDER AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN THE COMPANY AND AN AGENT OF THE PRINCIPAL THE USE OF SUCH SEWER SERVICE BY THE PRINCIPAL OR AGENT SHALL CONSTITUTE FULL AND COMPLETE RATIFICATION BY THE PRINCIPAL OF THE AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN AGENT AND THE COMPANY AND UNDER WHICH SUCH SEWER SERVICE IS RENDERED.

Steven J. Sherwood

General Partner

- 5.0 WITHHOLDING SERVICE - THE COMPANY MAY WITHHOLD OR DISCONTINUE SEWER SERVICE RENDERED UNDER APPLICATION MADE BY ANY MEMBER OR AGENT OF A HOUSEHOLD, ORGANIZATION OR BUSINESS UNLESS ALL PRIOR INDEBTEDNESS TO THE COMPANY OF SUCH HOUSEHOLD, ORGANIZATION OR BUSINESS FOR SEWER SERVICE HAS BEEN SETTLED IN FULL. SERVICE MAY ALSO BE DISCONTINUED FOR ANY VIOLATION BY THE CUSTOMER OR CONSUMER OF ANY RULE OR REGULATION SET FORTH IN THIS TARIFF.
- 6.0 EXTENSIONS - EXTENSIONS WILL BE MADE TO THE COMPANY'S FACILITIES IN COMPLIANCE WITH THE RULES/ORDERS/TARIFF BY THE COMMISSION.
- 7.0 LIMITATION OF USE - SEWER SERVICE PURCHASED FROM THE COMPANY SHALL BE USED BY THE CONSUMER ONLY FOR THE PURPOSES SPECIFIED IN THE APPLICATION FOR SEWER SERVICE. SEWER SERVICE FURNISHED TO THE CONSUMER SHALL BE FOR THE CONSUMER'S OWN USE AND SEWAGE SHALL BE RECEIVED DIRECTLY FROM THE CONSUMER INTO THE COMPANY'S MAIN SEWER LINES. IN NO CASE SHALL A CONSUMER, 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 SEWER SERVICE FOR ADJACENT PROPERTY, EVEN THOUGH SUCH ADJACENT PROPERTY BE OWNED BY HIM. IN CASE OF SUCH UNAUTHORIZED EXTENSION, SALE OR DISPOSITION OF SERVICE, CONSUMER'S SEWER SERVICE IS SUBJECT TO DISCONTINUANCE UNTIL SUCH UNAUTHORIZED EXTENSION, SALE OR DISPOSITION IS DISCONTINUED AND FULL PAYMENT IS MADE OF BILLS FOR SEWER SERVICE, CALCULATED ON PROPER CLASSIFICATIONS AND RATE SCHEDULES AND REINFORCEMENT IN FULL MADE TO THE COMPANY FOR ALL EXTRA EXPENSES INCURRED FOR CLERICAL WORK, TESTING, AND INSPECTIONS.
- 8.0 CONTINUITY OF SERVICE - THE COMPANY WILL AT ALL TIMES USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SEWER SERVICE, AND HAVING USED REASONABLE DILIGENCE, SHALL NOT BE LIABLE TO THE CUSTOMER FOR FAILURE OR INTERRUPTION OF CONTINUOUS SEWER SERVICE. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, LABOR TROUBLES, ACCIDENT, LITIGATIONS, BREAKDOWNS, SHUTDOWNS FOR EMERGENCY REPAIRS, OR ADJUSTMENTS, ACTS OF SABOTAGE, ENEMIES OF THE UNITED STATES, WARS, UNITED STATES, STATE, MUNICIPAL OR OTHER GOVERNMENTAL INTERFERENCE ACTS OF GOD OR OTHER CAUSES BEYOND ITS CONTROL. IF AT ANY TIME THE COMPANY SHALL INTERRUPT OR DISCONTINUE ITS SERVICE FOR ANY PERIOD GREATER THAN ONE HOUR, ALL CUSTOMERS EFFECTED BY SAID INTERRUPTION OR DISCONTINUANCE SHALL BE GIVEN NOT LESS THAN 24 HOURS NOTICE.

9.0 PIPE AND MAINTENANCE - THE CUSTOMER'S PIPES, APPARTUS AND EQUIPMENT SHALL BE SELECTED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICE, CONFORMING WITH THE RULES AND REGULATIONS OF THE COMPANY, AND IN FULL COMPLIANCE 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 SEWER SERVICE; AND THE COMPANY RESERVES THE RIGHT TO DISCONTINUE OR WITHHOLD SEWER SERVICE TO SUCH APPARTUS OR DEVICE.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - NO CHANGES OR INCREASES IN 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 WILL BE LIABLE FOR ANY CHANGE RESULTING FROM A VIOLATION OF THIS RULE.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - ALL CUSTOMER'S SEWER SERVICE INSTALLATIONS OR CHANGES SHALL BE INSPECTED UPON COMPLETION BY COMPETENT AUTHORITY TO INSURE THAT CUSTOMER'S PIPING, EQUIPMENT, AND DEVICES HAVE BEEN INSTALLED IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE AND SUCH LOCAL GOVERNMENTAL OR OTHER RULES AS MAY BE IN EFFECT. WHERE MUNICIPAL OR OTHER GOVERNMENTAL INSPECTION IS REQUIRED BY LOCAL RULES OR ORDINANCES, THE COMPANY CANNOT RENDER SEWER SERVICE UNTIL SUCH INSPECTION HAS BEEN MADE AND A FORMAL NOTICE OF APPROVAL FROM THE INSPECTING AUTHORITY HAS BEEN RECEIVED BY THE COMPANY.

THE COMPANY RESERVES THE RIGHT TO INSPECT CUSTOMER'S INSTALLATION PRIOR TO RENDERING SEWER SERVICE AND FROM TIME TO TIME THEREAFTER, BUT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY PORTION THEREOF.

12.0 PROTECTION OF COMPANY'S PROPERTY - THE CUSTOMER SHALL EXERCISE REASONABLE DILIGENCE TO PROTECT THE COMPANY'S PROPERTY ON THE CUSTOMER'S PREMISES, AND SHALL KNOWINGLY PERMIT NO ONE BUT THE COMPANY'S AGENTS, OR PERSONS AUTHORIZED BY LAW, TO HAVE ACCESS TO THE COMPANY'S PIPES AND APPARTUS.

IN THE EVENT OF ANY LOSS, OR DAMAGE TO PROPERTY OF THE COMPANY CAUSED BY OR ARISING OUT OF CARELESSNESS, NEGLIGENCE OR ABUSE BY THE CUSTOMER, THE COST OF MAKING GOOD SUCH LOSS OR REPAIRING SUCH DAMAGE SHALL BE PAID BY THE CUSTOMER.

- 13.0 ACCESS TO PREMISES - THE DULY AUTHORIZED AGENTS OF THE COMPANY SHALL HAVE ACCESS AT ALL REASONABLE HOURS TO THE PREMISES OF THE CUSTOMER FOR THE PURPOSE OF INSTALLING, MAINTAINING AND INSPECTING OR REMOVING COMPANY'S PROPERTY, AND OTHER PURPOSES INCIDENT TO PERFORMANCE UNDER OR TERMINATION OF THE COMPANY'S AGREEMENT WITH THE CUSTOMER AND IN SUCH PERFORMANCE SHALL NOT BE LIABLE FOR TREASPASS.
- 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 SEWER SERVICE.
- 15.0 BILLING PERIODS - BILLS FOR SEWER SERVICE WILL BE RENDERED (MONTHLY, BIMONTHLY, QUARTERLY). BILLS ARE DUE WHEN RENDERED AND SHALL BE CONSIDERED AS RECEIVED BY CUSTOMER WHEN DELIVERED OR MAILED TO SEWER SERVICE ADDRESS OR SOME OTHER PLACE MUTUALLY AGREED UPON.
- NONRECEIPT OF BILLS BY CUSTOMER SHALL NOT RELEASE OR DIMINISH OBLIGATION OF CUSTOMER WITH RESPECT TO PAYMENT THEREOF.
- 16.0 DELINQUENT BILLS - BILLS ARE DUE WHEN RENDERED, AND IF NOT PAID WITHIN FIFTEEN (15) DAYS THEREAFTER BECOME DELINQUENT, AND SEWER SERVICE MAY THEN, AFTER FIVE (5) DAYS WRITTEN NOTICE, BE DISCONTINUED. SERVICE WILL BE RESUMED ONLY UPON PAYMENT OF ALL PAST-DUE BILLS AND PENALTIES, TOGETHER WITH A RECONNECT CHARGE ESTABLISHED ON THE BASIS OF THE EXPENSES INCURRED IN THE DISCONNECTION AND RESTORATION OF SERVICE WHICH SHALL BE NON-DISCRIMINATORY IN ITS APPLICATION. THERE SHALL BE NO LIABILITY OF ANY KIND AGAINST THE COMPANY BY REASON OF DISCONTINUANCE OF SEWER SERVICE TO THE CONSUMER FOR FAILURE OF THE CONSUMER TO PAY THE BILLS ON TIME.
- NO PARTIAL PAYMENT OF ANY BILL RENDERED WILL BE ACCEPTED BY THE COMPANY, EXCEPT BY AGREEMENT WITH COMPANY, OR BY ORDER OF THE COMMISSION.
- 17.0 PAYMENT OF SEWER AND WATER SERVICE BILLS CONCURRENTLY - WHEN BOTH SEWER AND WATER SERVICE ARE PROVIDED BY THE COMPANY PAYMENT OF ANY SEWER SERVICE BILL RENDERED BY THE COMPANY TO A SEWER SERVICE CONSUMER SHALL NOT BE ACCEPTED BY THE COMPANY WITHOUT THE SIMULTANEOUS OR CONCURRENT PAYMENT OF ANY WATER SERVICE BILL RENDERED BY THE COMPANY. IF THE CHARGES FOR SEWER SERVICE ARE NOT SO PAID, THE COMPANY MAY DISCONTINUE BOTH SEWER SERVICE AND WATER SERVICE TO THE CONSUMER'S PREMISES FOR NONPAYMENT OF THE SEWER SERVICE

(CONTINUED TO SHEET No. 12.0)

Steven J. Sherwood

General Partner



(CONTINUED FROM SHEET No. 11.0)

CHARGES OR IF THE CHARGES FOR WATER SERVICE ARE NOT PAID THE COMPANY MAY DISCONTINUE BOTH WATER SERVICE AND SEWER SERVICE TO THE CONSUMER'S PREMISES FOR NONPAYMENT OF THE WATER SERVICE CHARGE. THE COMPANY SHALL NOT RE-ESTABLISH OR RECONNECT SEWER SERVICE AND WATER SERVICE OR EITHER OF SUCH SERVICES UNTIL SUCH TIME AS ALL SEWER SERVICE CHARGES AND WATER SERVICE CHARGES AND ALL OTHER EXPENSES OR CHARGES ESTABLISHED OR PROVIDED FOR BY THESE RULES OR REGULATIONS.

18.0

TEMPORARY DISCONTINUANCE OF SERVICE - AT ANY TIME THAT SEWER SERVICE IS NOT BEING FURNISHED TO THE PREMISES, AS CONFIRMED BY THE COMPANY FURNISHED SAID SEWER SERVICE, UPON APPLICATION TO THE COMPANY BY THE CUSTOMER FOR A TEMPORARY SHUTOFF OF AT LEAST 60 DAYS DURATION, BILLING FOR SEWER SERVICE TO THE PREMISES WILL BE SUSPENDED FOR THE NUMBER OF WHOLE MONTHS THAT SEWER SERVICE IS DISCONTINUED TO THE PREMISES.

THE COMPANY MAY CHARGE A STAND-BY FEE OF UP TO 50% OF THE MINIMUM BILL FOR EACH BILLING PERIOD DURING WHICH PERIOD SERVICE IS DISCONTINUED.

19.0

EVIDENCE OF CONSUMPTION - THE INITIATION OR CONTINUATION OR RESUMPTION OF WATER SERVICE TO THE PREMISES SHALL CONSTITUTE THE INITIATION, CONTINUATION, OR RESUMPTION OF SANITARY SEWER SERVICE TO THE PREMISES, REGARDLESS OF OCCUPANCY.

20.0

TAX CLAUSE - RATES AND/OR CHARGES MAY BE INCREASED OR A SURCHARGE ADDED IN THE AMOUNT OF THE APPLICABLE PROPORTIONATE PART OF ANY TAXES AND ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN EXCESS OF THOSE IN EFFECT AFTER THE APPROVAL OF THIS RULE WHICH ARE ASSESSED ON THE BASIS OF METERS OR CUSTOMERS OR THE PRICE OF OR REVENUES FROM SEWAGE SERVICE SOLD, NOT INCLUDING INCOME TAXES.

21.0

CHANGE OF OCCUPANCY - WHEN CHANGE OF OCCUPANCY TAKES PLACE ON ANY PREMISES SUPPLIED BY THE COMPANY WITH SEWER SERVICE, WRITTEN NOTICE THEREOF SHALL BE GIVEN AT THE OFFICE OF THE COMPANY NOT LESS THAN THREE (3) DAYS PRIOR TO THE DATE OF CHANGE BY THE OUTGOING CUSTOMER, WHO WILL BE HELD RESPONSIBLE FOR ALL SEWER SERVICE USED ON SUCH PREMISES UNTIL SUCH WRITTEN NOTICE IS SO RECEIVED AND THE COMPANY HAS HAD REASONABLE TIME TO DISCONTINUE SEWER SERVICE. HOWEVER, IF SUCH WRITTEN NOTICE HAS NOT BEEN RECEIVED, THE APPLICATION OF A SUCCEEDING CONTRACT FOR SEWER SERVICE WILL

(CONTINUED TO SHEET No. 13.0)

Steven J. Sherwood

General Partner

SEWER TARIFF

(Continued from Sheet No. 12.0)

Automatically terminate the prior account, Customer's deposit may be transferred from one service location to another, if both locations are Supplied by the Company, Consumer's deposit may NOT be transferred from one name to another.

For the convenience of its Customers, the Company will accept telephone order to discontinue or transfer sewer service and will use all reasonable diligence in the execution thereof, However oral orders or advise shall not be deemed binding or be considered formal notification to the Company.

22.0 UNAUTHORIZED CONNECTIONS-SEWER- Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection.

23.0 ADJUSTMENT OF BILLS- When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or if sewer service is measured by water consumption a meter error is determined, the amount may be credited or billed to the Consumer, as the case may be.

24.0 CUSTOMER DEPOSIT- Before rendering service, the Company will require a deposit or guarantee satisfactory to the Company to secure the payment of bills, and the company shall give the customers a non-negotiable and non-transferable deposit receipt, the amount of such deposit shall be \$ 15.00 or an amount necessary to cover minimum charges for service for three (3) billing periods, whichever is greater.

The company will pay interest on customers deposit at the rate of 6% per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then

Steven J. Sherwood  
General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.14.0

SEWER TARIFF

(Continued from Sheet No. 13.0)

Interest will be paid from the date of the commencement of service.

The Company will pay or credit accrued interest to the customers account during the month of January each year.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced upon adequate identification.

25.0 The company shall file copies of all contracts for service availability with the Commission within thirty (30) days after execution.

Steven J. Sherwood  
General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.15.0

SEWER TARIFF

**INDEX OF RATE SCHEDULES**

	<u>SHEET NO.</u>
GENERAL SERVICE, GS.....	16.0
RESIDENTIAL SERVICE , RS.....	17.0

Steven J. Sherwood  
General Partner

NAME OF COMPANY            CWS COMMUNITIES LP d/b/a PALM VALLEY

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY            - Available throughout the area served by the company.
- APPLICABILITY        - For sewer 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                    - \$0.56/M gallons of sewage treated (for mobile home park only)
- MINIMUM CHARGE       - N/A
- TERMS OF PAYMENT    - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE        - Febuary 16, 1999
- TYPE OF FILING        - 1998 Price Index

Steven Sherwood  
ISSUING OFFICER

General Partner  
TITLE

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For sewer 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  
All meter sizes \$8.77 Flat Rate
- MINIMUM BILL - \$8.77
- TERMS OF PAYMENT - Bills are due and payable when rendered and became delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 16, 1999
- TYPE OF FILING - 1998 Price Index

Steven Sherwood  
ISSUING OFFICER

General Partner  
TITLE

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY  
SEWER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet Number</u>
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0
APPLICATION FOR SEWER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	21.0

Stephen J. Sherwood

General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.19.0

SEWER TARIFF

**CONSUMER'S GUARANTEE DEPOSIT RECEIPT**

NOT APPLICABLE AT THIS TIME

Steven J. Sherwood  
General Partner



NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.20.0

SEWER TARIFF

**APPLICATION FOR SEWER SERVICE**

NOT APPLICABLE AT THIS TIME

Steven J. Sherwood  
General Partner

**SEWER TARIFF**

CWS COMMUNITIES LP d/b/a

**PALM VALLEY**  
3700 Palm Valley Circle  
Oviedo, FL 32765

ORIGINAL SHEET NO. 21.0

(407) 365-6651

**SAMPLE**

Account Lot #: 1

**IF YOU ARE PAYING CASH, PLEASE BRING IN EXACT AMOUNT, WE DON'T CARRY CASH ON THE PREMISES.**

**BILLING PERIOD: 5/19/00 - 6/19/00**

**WATER Flat Rate Sewer Charge (Residential) \$8.77**

**Present Reading: 310600**  
**Previous Reading: 304950**

**WATER Gallons Used: 5,650**

**Res. Service: 1<sup>st</sup> 2,000 gallons Minimum Flat Rate**  
**2,000 gals. \$2.69**

**Gen. Service: All gallons over 2,000 gals. \$1.97**  
**@ \$.54 per thousand gals.**  
**Gals.: 3,650**

**Total Gals. Used: 5,650**

**4% Water Tax: \$0.19**

**TOTAL DUE: \$13.62**

**Payment Due 20 Days From The Date of This Statement. Past Due 10-Jul-00**

**Payable to: PALM VALLEY**

**Thank You.**

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY  
SEWER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Service Availability Policy .....	23.0
Schedule of Fees and Charges .....	24.0

Stephen J. Sherwood  
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

**SEWER TARIFF**

SERVICE AVAILABILITY POLICY

The utility provides water and sewer service to a mobile home park and an adjacent subdivision. The mobile home park is master-metered, and is the only general service customer.

(D)

A developer agreement made with the former owner of the utility (Alafaya Palm Valley Associates, Ltd.) at the time of transfer states that if plant expansion is necessary to permit development of land still owned by Alafaya Palm Valley Associates, Ltd, then Alafaya Palm Valley Associates, Ltd. will provide funds for such expansion.

Stephen J. Sherwood  
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SCHEDULE OF FEES AND CHARGES

SEWER

AVAILABILITY

Available throughout the area served by the company to residential service customers.

APPLICABILITY

To all residential service customers for initial connections to the system made after the effective date of this tariff sheet.

CHARGES

\$ 1,835 per ERC. One (1) ERC = 170 gpd

LIMITATIONS

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

(D)  
(N)

(N)

Stephen J. Sherwood  
General Partner

**RUDEN  
McClosky  
SMITH  
SCHUSTER &  
RUSSELL, P.A.  
ATTORNEYS AT LAW**

215 SOUTH MONROE STREET  
SUITE 815  
TALLAHASSEE, FLORIDA 32301

DEPOSIT  
D348

DATE  
AUG 16 2000

(850) 681-9027  
FAX: (850) 224-2032  
KGC@RUDEN.COM

**ORIGINAL**

August 14, 2000

RECEIVED-PPSC  
00 AUG 14 PM 4:33  
RECORDS AND REPORTING

Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Building, Room 110  
Tallahassee, FL 32399-0850

Via Hand Delivery

001138-WS

Re: Application for Extension of Service Area (Amendment of Certificates Nos. 277-W and 223-S) by Alafaya Palm Valley Associates, Ltd. and CWS Communities LP d/b/a Palm Valley in Seminole County, Florida.

Dear Ms. Bayo:

This firm represents CWS Communities LP d/b/a Palm Valley. Enclosed on behalf of Alafaya Palm Valley Associates, Ltd. and CWS Communities LP d/b/a Palm Valley are an original and twelve (12) copies of the above-referenced application.

Also enclosed is a check in the amount of \$400 as payment of the applicable filing fee.

Also, please find enclosed a copy of Certificate Nos. 277-W and 223-S. Original certificates were mailed with the application opening Docket No. 991984-WS, Application for transfer of Certificate Nos. 277-W and 223-S in Seminole County from Alafaya Palm Valley Associates, Ltd. to CWS Communities LP d/b/a Palm Valley.

Please open a docket to consider this matter.

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

Sincerely,

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

0193 Initials of person who forwarded the

SANDRA H SEYFFART  
PALM VALLEY PETTY CASH  
3700 PALM VALLEY CIR  
OVIDEO, FL 32765

8-10-00 Date

63-943/631  
BRANCH 87807

Pay to the order of

Public Service Commission

\$ 400.00/100

Dollars  Security features included. Details on back.

119.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .

H. Seyffart

DOCUMENT NO.  
09829-00  
8-14-00

WEST PALM BEACH