REQUEST TO ESTABLISH DOCKET (PLEASE TYPE)

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Date_June 8, 1999	Docket No. 990731-WUL
1. Division Name/Staff Name <u>WAW / CLAPP</u> BB	M
2. OPR	-
3. OCR_LEG / CROSSMAN	
4. Suggested Docket TitleApplication for transfer of	water facilities from Sunrise Water Company, Inc. to
Keen Sales, Rentals and Utilities, Inc. in Polk County	, cancellation of Sunrise's Certificate No. 584-W, and
_amendment of Keen's Certificate No. 582-W to include ac	ditional territory.
5. Suggested Docket Mailing List (attach separate shee	t if necessary)
 A. Provide NAMES ONLY for regulated companies or AC as shown in Rule 25-22.104, F.A.C. B. Provide COMPLETE name and address for all others 	
1. Parties and their representatives (if any)	
1. J. Ray Keen, Owner of	
Keen Sales, Rentals and Utilities, Inc.	
2. Macauly Whiting, Jr., President of	
Sunrise Water Company, Inc.	
2. Interested Persons and their representatives	(if any)

6. Check one:

X Documentation is attached.

_____ Documentation will be provided with recommendation.

I:\PSC\RAR\WP\ESTDKT.

PSC/RAR 10 (Revised 01/96)

DOCUMENT NUMBER-DATE

07048 JUN-88

FPSC-RECORDS/REPORTING



Keen Sales, Rentals and Utilities, Inc.

685 Dyson Road Haines City, FL 33844 Business Phone 941-421-6827

RECEIVED JUN 4 1999 Florida Publio Service Commission riving rubin pervice cummerent Division of Water and Wastewater

June 2, 1999

Ms. Stephanie Clapp Florida Public Service Commission Division of Water and Wastewater 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

RE: APPLICATION FOR TRANSFER OF WATER CERTIFICATE NO. 584-W FROM SUNRISE WATER COMPANY, INC., IN POLK COUNTY

Dear Ms. Clapp:

Enclosed please find all the paperwork required for placing an application for transfer of the above. The documentation includes:

1. An original and five (5) copies of the Application for Transfer.

2. An original and five (5) copies of all the Exhibits for the above.

3. An original and two (2) copies of the water tariff.

The only documentation to be late filed is the Notice of Publication from the Polk County Democrat. This will be published in the Thurday, June 3, 1999, edition. As soon as we receive the Affidavit we will forward it and the required copies on to you.

If you have any questions, please feel free to contact us.

Sincerely,

Keen President

JRK/mmc Enclosures (9)

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

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

RECEIVED

JUN 4 1999

Florida Public Service Commission The undersigned hereby makes application for the Swishfor Water and Wastewater

assignment or transfer of (all or part) of Water Certificate No.

584-W and/or Wastewater Certificate No. <u>N/A</u> or facilities in

POLK _____ County, Florida, and submits

the following information:

PART I APPLICANT INFORMATION

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

 SUNRISE WATER COMPANY, INC.

 Name of utility

 (407)
 628-8900

 (407)
 628-8535

 Phone No.
 Fax No.

 163 EAST MORSE BOULEVARD - SUITE #200

 Office street address

 WINTER PARK, FLORIDA
 32789

 City
 State
 Zip Code

POST OFFICE BOX 2397 - WINTER PARK, FLORIDA 32790 Mailing address if different from street address

Internet address if applicable

PSC/WAW 7 (Rev. 8/95)

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

J. RAY KEEN		841) 421-6827	7
Name		Phone No.	
685 DYSON ROAD			
Street address			
HAINES CITY, FLOR	IDA 33844		
City	State	Zip Code	

•

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

KEEN SALES, RENTALS AND UTILITIES, INC.

Name of utility				
(941) 421-6827	() SAME BUT CAL	L FIRST	
Phone No.		Fax No.		
685 DYSON ROAD				
Office street address				
HAINES CITY, FLORIDA	33844			
City Sta	ite	Zip Code		
Mailing address if diffe	erent from	street address		

Internet address if applicable

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

Corporation	pafenefenið	sole proprietorship
Other:		
	(specify)	

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

SEPTEMBER 27, 1996 - FLORIDA

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

J. RAY KEEN - PRESIDENT - 685 DYSON ROAD - HAINES CITY, FL 33844

EARLENE KEEN - VICE-RPESIDENT/SECRETARY-TREASUER

685 DYSON ROAD - HAINES CITY, FL 33844

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

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit <u>"A"</u> A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

KEEN SALES, RENTALS	AND UTILITIES, INC.	582-W
ALTURAS WATER WORKS,	INC.	Being a mended to above
LAKE REGION PARADISE	ISLAND	In process with FPSC

- C) Exhibit "C" A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:
 - (1) Purchase price and terms of payment.
 - (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
 - (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

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

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.
- D) Exhibit <u>"D"</u> A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit <u>"E"</u> A statement describing the financing the purchase.
- F) Exhibit <u>"F"</u> A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- G) Exhibit "G" The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. ________ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit "H" A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

***PLEASE	SEE	EXHIBIT	"I"	()	
				1		

Name

Phone No.

Street address

City

State Zip Code

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

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

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit "M" & "M-1 & M-2" - 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: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; · · · ·

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

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

B) Exhibit <u>"N" & "N-1"</u>- An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. <u>THIS MAY BE A LATE-FILED EXHIBIT</u>.

WILL BE A LATE FILED EXHIBIT

C) Exhibit "O" - 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.

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PART IV FILING FEE

* e

Indicate the filing fee enclosed with the application:

15750.00 (for water) and N/A (for wastewater).

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

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

PART V OTHER

- A) Exhibit "P" Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit <u>"Q"</u> The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. Sample tariff(s) are attached.
- C) Exhibit $\frac{"R" \& "R-1"}{not}$ The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

J. RAY KEEN - PRESIDENT KEEN SALES, RENTALS AND UTILITIES, INC.

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

BY:	Applicant's Signature		
	Applicant's Signature		
	J. RAY KEEN		
	Applicant's Name (Typed)		
	PRESIDENT		
	Applicant's Title *		

. . . .

Subscribed and sworn to before me this 2ND

of JUNE 99 19 OFFICIAL NOTARY SEAL AMANDA M CHAMBERS NOTARY PUBLIC STATE OF FLORIDA Notary Public COMMISSION NO. CC569956 AMANDA M. CHAMBERS MY COMMISSION EXP. JULY 17,2000

* If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

EXHIBIT "A"

Keen Sales, Rentals and Utilities, Inc. is a profitable corporation currently doing business in the State of Florida.

Keen Sales, Rentals and Utilities, Inc. and Keen Sales & Rentals, Inc. (the previous corporate name until we came under the jurisdiction of the Florida Public Service Commission) have been in the business of dispensing water to its customers since January, 1989.

We strive to maintain the highest quality water and take pride in our daily operations.

Keen Sales, Rentals and Utilities, Inc. basically has no overhead. All current and proposed water works have been purchased with cash. All equipment is owned. All property is owned. The only exception is the Promissory Note for the purchase of Sunrise Water Works, Inc. A copy of which is enclosed with Exhibit "C".

We plan to continue our policy of good customer service and will maintain our high standards of water quality and operation.

INSTR # 99040228

OR BK 04202 PG 0552

RECORDED 03/12/99 03:43 PM RICHARD M. WEISS CLERK OF COURT POLK COUNTY DOC TAX PD(F.S.201.08) 175.00 INT.TAX PD(F.S.199) 100.00 DEPUTY CLERK L Mujtaba



John R. Jenkins, Esquire Rose, Sundstrom & Bentley, LLP 2548 Blairstone Pines Drive Tallahassee, Florida 32301

This instrument prepared by:

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE DEED AND SECURITY AGREEMENT executed the 23rd day of February, 1999, by Keen Sales, Rentals and Utilities, Inc., whose address is 685 Dyson Road, Haines City, Florida, 33844, and Ray Keen, whose address is 685 Dyson Road, Haines City, Florida, 33844, hereinafter collectively called the mortgagor/debtor, to Whiting Water Works, Inc. whose address is 163 East Morse Boule-vard, Suite 200, Winter Park, Florida 32789, hereinafter called the mortgagee/secured party:

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note hereinafter described, the mortgagor/debtor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee/secured party all of her interest in that certain land of which the mortgagor/debtor is now seized situate in Polk County, Florida, described as follows:

See attached Exhibit "A."

together with all buildings and other structures now or hereafter on said land, and all fixtures, chattels and articles of personal property now or hereafter affixed to said premises.

FURTHER, mortgagor/debtor grants and conveys to mortgagee/secured party a security interest in the following personalty:

All personalty comprising the Sunrise Water System including additions or replacements thereto, including but not limited to, water treatment plants, water supply and distribution facilities, of every kind and description whatsoever, pumps, plants, tanks, lift stations, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations; all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the water system and its plants and systems for the procuring, treatment, storage and distribution of potable water and every right of every character whatsoever in connection therewith, and the obligations thereof; all books, records, accounts, billing information, accounts receivable, and financial records for the operation of the system; all agencies for the supply of water to the water system or others; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; all licenses, easements, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Sunrise Water Company, Inc. water system.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee/secured party, in fee simple.

AND the mortgagor/debtor covenants with the mortgagee/secured party that the mortgagor/debtor is indefeasibly seized of said land in fee simple; that the mortgagor/debtor has good right and lawful authority to convey said land as aforesaid; that the mortgagor/debtor will make such further assurances to perfect the fee simple title to said land in the mortgagee/secured party as may reasonably be required; that the mortgagor/debtor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that the said land is free and clear of all encumbrances, except property taxes for the year 1999.

PROVIDED ALWAYS, that if said mortgagor/debtor shall pay unto said mortgagee/secured party the certain promissory note hereinafter substantially copied or identified, to wit:

PROMISSORY NOTE

\$50,000

Winter Park, Florida February 23, 1999

an Balance and Ball

FOR VALUE RECEIVED, we promise to pay to the order of WHITING WATER WORKS, INC., at 163 East Morse Boulevard, Suite 200, Winter Park, Florida 32789, or at such other address as may be from time to time designated in writing by the holder hereof, the sum of Fifty Thousand and No/Dollars (\$50,000), in lawful money of the United States, with interest thereon at the rate of Eight Percent (8%) per annum, from date in the following manner, to-wit:

In 60 equal monthly installments of principal and interest of \$1013.82 each, beginning on March 25, 1999, until the balance, including all accrued interest, is paid in full.

This note with interest is secured by a mortgage on real estate and a security agreement on personalty of even date herewith.

the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee/secured party, becomes and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee/secured party to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage/security agreement accrued or thereafter accruing.

IT is specifically agreed that time is of the essence of this mortgage/security agreement and that no waiver of any obligation hereunder or of the obligations secured hereby, shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

IF foreclosure proceedings of any other mortgage or any junior lien of any kind should be instituted and not bonded off the property within 30 days, the mortgagee/secured party may, at his option, immediately declare his lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect his interest in the premises and personalty, including the appointment of a Receiver, and his lien herein granted upon rents and profits shall be prior to the lien of any junior lienholder upon rents or profits collected or to be collected by a Receiver appointed at the instance of any junior lienholder; furthermore, mortgagor/debtor will pay all costs and expenses, including reasonable attorney's fees that mortgagee/secured party may incur to enforce his rights under this Paragraph.

THIS mortgage/security agreement is not assumable, and must be paid in full upon sale of the real property or the personalty.

IN WITNESS WHEREOF, the said mortgagor/debtor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

.

Macantin Whitma Ir Print Name MACAULEY WHITING JR

Print Name Jow T. Reneizeen

Margulin liberting Tr Print Name MACAULES WHITING JR

a to galan Print Name Jow T. Toucheethy

Rey Ken (SEAL)

Keen Sales, Rentals and Utilities, Inc. By: Ray Keen Its President

Ray Keen (SEAL)

Individually



STATE OF FLORIDA COUNTY OF ORANGE

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The foregoing instrument was acknowledged before me this 23rd day of February, 1999, by Ray Keen, as President of Keen Sales, Rentals and Utilities, Inc. and Ray Keen, individually, who is personally known to me or who have produced ______ as identification.

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Signature of Notary 2 -VIS

Print Notary Name State of Florida at Large My Commission Expires:

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\whiting\sunrise\closing\mortgage

EXHIBIT "A"

The South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the Southwest quarter of the Northwest quarter of Section 21, Township 28 South, Range 25 East, Polk County, Florida; also known as Lot 139, Sun Acres Unit 2, unrecorded.

Less and except:

Starting at the Northwest corner of the South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the Southwest quarter of the Northwest quarter of Section 21, Township 28 South, Range 25 East, Polk County, Florida, said corner being the Northwest corner of Lot 139 of SUN ACRES Unit 2, and unrecorded plat; thence South along the West line of said Lot 139, a distance of 18.90 feet for the Point of Beginning; thence continue South along said West line, 26.10 feet to the Southwest corner of said Lot 139; thence South 89°28' East parallel with the North boundary of said Southwest quarter of the Northwest quarter, 100 feet to the Southeast corner of said Lot 139; thence North along the East line of said Lot 139, a distance of 23.74 feet; thence North 88°06'54" West, 100.05 feet to the said Point of Beginning.

INSTR # 99040227

OR BK 04202 PG 0549

RECORDED 03/12/99 03:43 PM RICHARD M. WEISS CLERK OF COURT POLK COUNTY DOC TAX PD(F.S.201.02) 135.10 DEPUTY CLERK L Mujtaba



<u>21-28-25-000000-034040</u> Tax I.D. Number

WARRANTY DEED

THIS WARRANTY DEED made the 23rd day of February, 1999, by SUNRISE WATER COMPANY, INC., whose post office address is 163 East Morse Boulevard, Suite 200, Winter Park, Florida 32789, hereinafter called the Grantor, to KEEN SALES, RENTALS AND UTILITIES, INC., whose post office address is 685 Dyson Road, Haines City, Florida 33844, hereinafter called the Grantee:

WITNESSETH: That the Grantors, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of Grantors' interest in that certain land situate in Polk County, Florida, viz:

See attached Exhibit "A."

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes accruing subsequent to December 31, 1998 and all restrictions and easements of record.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence (as to all):

RAY Keen Print Name:

omorrowiga JUN. Print Name:

Whitme Ir

Sunrise Water Company, Inc. By: Macauley Whiting, Jr. Its President

This Instrument Prepared By: John R. Jenkins, Esquire, Rose, Sundstrom & Bentley, LLP 2548 Blairstone Pines Drive Tallahassee, Florida 32301 Sylve Dawis My Commission CC740146 Expires June 1, 2002

STATE OF FLORIDA COUNTY OF ORANGE)

)

The foregoing instrument was acknowledged before me this 23rd day of February, 1999, by Macauley Whiting, Jr., as President of Sunrise Water Company, who is personally known to me or who have produced ______ as identification.

Notary Public My Commission Expires

\whiting\sunrise\closing\warranty.dee

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EXHIBIT "A"

The South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the Southwest quarter of the Northwest quarter of Section 21, Township 28 South, Range 25 East, Polk County, Florida; also known as Lot 139, Sun Acres Unit 2, unrecorded.

Less and except:

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Starting at the Northwest corner of the South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the Southwest quarter of the Northwest quarter of Section 21, Township 28 South, Range 25 East, Polk County, Florida, said corner being the Northwest corner of Lot 139 of SUN ACRES Unit 2, and unrecorded plat; thence South along the West line of said Lot 139, a distance of 18.90 feet for the Point of Beginning; thence continue South along said West line, 26.10 feet to the Southwest corner of said Lot 139; thence South 89°28' East parallel with the North boundary of said Southwest quarter of the Northwest quarter, 100 feet to the Southeast corner of said Lot 139; thence North along the East line of said Lot 139, a distance of 23.74 feet; thence North 88°06'54" West, 100.05 feet to the said Point of Beginning. At this time there are no outstanding regulatory assessment fees, fines or refunds owed.

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EXHIBIT "E"

Enclosed with Exhibit "C" is a copy of the promissory note pertaining to the purchase of this company.

EXHIBIT "F"

No funding is being provided to the buyer. A copy of the Promissory Note is attached with Exhibit "C".

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The net book value of the system is \$100,000.00.

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EXHIBIT "H"

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Exhibit "H" is not applicable in this case.

EXHIBIT "I"

Ms. Sylve Davis Decker Energy International Post Office Box 2397 163 East Morse Boulevard Winter Park, Florida 32790 407-628-8900

EXHIBIT "J"

Exhibit "J" is not applicable in this case.

EXHIBIT "K"

If it is deemed necessary, Keen Sales, Rentals and Utilities, Inc. will request all Federal Income Tax Returns pertinent to this sale. Sunrise Water Company, Inc. will gladly furnish these.

EXHIBIT "L"

Upon inspection of the facilities, Keen Sales, Rentals and Utilities, Inc. is satisfied with the condition of the water works. EXHIBIT "M"

AFFIDAVIT

I, J. Ray Keen, President of Keen Sales, Rentals and Utilities, Inc., do solemnly swear or affirm that the attached Notice 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: the governing body of the municipality, county or counties in which the system or the territory proposed to be served is located; the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and the appropriate water management district.

KEEN SALES, RENTALS AND UTILITIES, INC.

Applicant

Name and Title J. Ray Keen, President

STATE OF FLORIDA

COUNTY OF POLK

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared, J. RAY KEEN, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. J. Ray Keen is personally known to me.

> Witness my hand and official seal in the County and State last aforesaid this 28TH day of May, 1999.

AMANDA M. CHAMBERS - NOTARY PUBLIC

LEGAL NOTICE

Notice is hereby given on 5-28-99, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of SUNRISE WATER COMPANY, INC. from Whiting Water Works, Inc., to Keen Sales, Rentals and Utilities, Inc., providing service to the following described territory in Polk County, Florida.

> Township 28 South, Range 25 East, Section 21 Serving an area generally known as Sunrise Acres Subdivision, an unrecorded subdivision known as Pinewood, and an unrecorded mobile home village. More particularly described as:

From the Northwest corner of Section 21, also the Point of Beginning, run due East (along the South line of Section 16 and the North line of Section 21) for a distance of 2618.23 feet, more or less; thence due South a distance of 1313 feet, more or less; thence due West a distance of 1455.20 feet, more or less; thence due South a distance of 235 feet, more or less; thence due West a distance of 405 feet, more or less; thence due South a distance of 1063 feet, more or less; thence due West a distance of 420.71 feet, more or less; thence due North a distance of 695 feet, more or less; thence due West a distance of 340 feet, more or less; to the West line of Section 21; thence due North a distance of 1922.35, more or less, to the Point of Beginning.

Any objection to the said application must be made in writing <u>and</u> <u>filed</u> 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.

> KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844 941-421-6827

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNT Post Office Box 9000 - Drawer CC-1 Bartow, Florida 33831-9000

KEEN SALES, RENTALS
AND UTILITIES, INC.
685 DYSON ROAD
HAINES CITY, FLORIDA 33844

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MAYOR, CITY OF AUBURNDALE Post Office Box 186 Auburndale, Florida 33823-0188

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR, CITY OF DAVENPORT Post Office Box 125 Davenport, Florida 33836-0125 KEEN SALES, RENTALS AND UTILITIES, INC: 685 DYSON ROAD HAINES CITY, FLORIDA 33844

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MAYOR, CITY OF EAGLE LAKE Post Office Box 129 Eagle Lake, Florida 33839-0129

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR, CITY OF FROSTPROOF POST OFFICE POX 308 FROSTPROOF, FLORIDA 33842-0308

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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR, CITY OF FT. MEADE Post Office Box 8⁵6 Ft. Meade, Florida 33841=0856 KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844

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MAYOR, CITY OF HAINES CITY Post Office Box 1507 Haines City, Florida 33845-1507

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR, CITY OF LAKE ALFRED 120 East Pomelo Street Lake Alfred, Florida 33850-2136

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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR - CITY OF LAKE WALES Post Office Box 1320 Lake Wales, Florida 33859-1320 KEEN SALES, RENTALS AND UTILITIES; INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844

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MAYOR - CITY OF LAKELAND 228 South Massachusetts Avenue Lakeland, Florida 33801-5086

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR - CITY OF MULBERRY Post Office Box 707 Mulberry, Florida 33860-0707

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR - CITY OF WINTER HAVEN Post Office Box 2277 Winter Haven, Florida 33883-2277 KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844

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MAYOR - TOWN OF DUNDEE Post Office Box 1000 Dundee, Florida 33838-1000

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR - TOWN OF HILLCREST HEIGHTS Post Office Box 129 Babson Park, Florida 33827-0127

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR - TOWN OF LAKE HAMILTON Post urfice Box 126 Lake Hamilton, Florid 33851-0126 KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844

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MAYOR - TOWN OF POLK CITY Post Office Box 1139 Polk City, Florida 33868-1139

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



MAYOR - VILLAGE OF HIGHLAND PARK 1337 North Highland Park Lake Wales, Florida 33853-7422

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



SW FLORIDA WATER MANAGEMENT DISTRICT 2379 Broad Street Brooksville, Florida 34609-6899

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SO. FLORIDA WATER MANAGEMENT DISTRICT Post Office Box 24680 West Palm Beach, Florida 33416-4680

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



STATE OF FLORIDA "UBLIC COUNSEL c/o THE HOUSE OF REPRESENTATIVES THE CAPITOL TALLAHASSEE, FLORIDA 32399-1300

(EEN SALES, RENTALS AND UTILITIES, INC. >85 DYSON ROAD IAINES CITY, FLORIDA 33844



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

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Exhibir "M-2"



Mr. Frank D. Tucker, Jr. ABCA, INC. 214 North Hogan Street 6TH Floor Jacksonville, Florida 32202-4228

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



Mr. Paul E. Bieber BREEZE HILL UTILITIES 152 Breeze Hill Lake Wales, Florida 33853-7000

IKEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



Mr. Kenneth J. Knowlton CROOKED LAKE PARK SEWERAGE COMPANY 227 Caloosa Lake Circle, North Lake Wales, Florida 33853-8605

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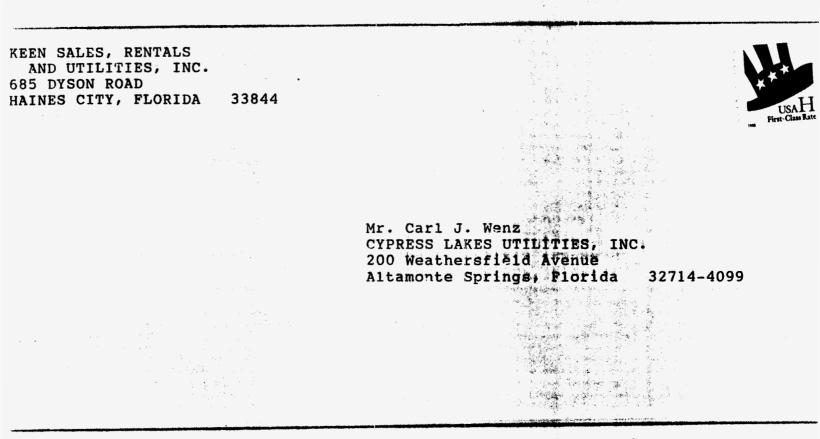
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Mr. Brian P. Armstrong FLORIDA WATER SERVICES CORPORATION Post Office Box 609520 Orlando, Florida 32860-9520



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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



Mr. James Lahtinen CRYSTAL RIVER UTILITIES, INC. 411 Seventh Avenue

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Mr. Charles Edge GRENELEFE UTILITIES 3200 State Road 546 Grenelefe, Florida 33844-9732

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33

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33844

Mr. David K. Pearce LAKE WALES UTILITY COMPANY Post Office Box 9076 Fedhaven, Florida 33854-9076

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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



First-Clas

Mr. Robert E. Martin MOUNTAIN LAKE CORPORATION Post Office Box 832 Lake Wales, Florida 33859-0832

in the



USAH First-Class Rate

Ms. Carol C. Rhinehart ORCHID SPRINGS DEVELOPMENT CORPORATION 710 Overlook Drive Winter Haven, Florida 33884-1669

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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844

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Mr. Kevin Egan PARK WATER COMPANY 25 First Avenue, North Lake Wales, Florida 33853-8761

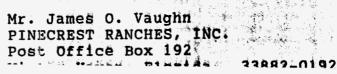
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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY; FLORIDA 33844

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Mr. Larry Good POINCIANA UTILITIES, INC. 4837 Swift Road - Suite 100 Sarasota, Florida 34231-5157

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844

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Mr. Bob Margolis RIVER RANCH Post Office Box 30030 River Ranch, Florida 33867-0030

Sector in

KEEN SALES, RENTALS AND UTILITIES; INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



Mr. Robert W. Arnold, Sr. 534 Somerset Drive Auburndale, Florida 33823

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Mr. Andrew R. Reilly Skyview Utilities Receivership Post Office Box 2039 Haines City, Florida 33845-2039

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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



Mr. Macualy Wniting; Jr. SUNRISE WATER COMPANY, INC. Post Office Box 2397 Winter Park, Florida 32790-2397

a second

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



Winter Haven 118 Village Road

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Mr. Jerard A. Kent VILLAGE WATER, LTD. Post Office Box 2211 Lakeland, Florida 33806-2211

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KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844



CENTRAL FLORIDA REGIONAL PLANNING COUNCIL Post Office Box 2089 Bartow, Florida 33831

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844





CITY MANAGER - CITY OF FARTOW 450 North Wilson Bartow, Florida 33830-3954

"EXHIBIT M-3"

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS) 03/30/1999-05/28/1999

UTILITY NAME

а. — а

MANAGER

POLK COUNTY

ABCA, INC. (SU802) 214 NORTH HOGAN STREET, 6TH FLOOR JACKSONVILLE, FL 32202-4228	FRANK D. TUCKER, JR. (904) 361-1470
BREEZE HILL UTILITIES (BIEBER ENTERPRISES, INC. D/B/A) (WS799) 152 BREEZE HILL LAKE WALES, FL 33853-7300	PAUL E. BIEBER (941) 696-1666
CROOKED LAKE PARK SEWERAGE COMPANY (SU785) 227 CALOOSA LAKE CIRCLE, NORTH LAKE WALES, FL 33853-8605	KENNETH J. KNOWLTON (941) 638-3117
CRYSTAL RIVER UTILITIES, INC. (WS772) 411 SEVENTH AVENUE PITTSUBRG, PA 15230	JAMES LAHTINEN (412) 393-6336
CYPRESS LAKES UTILITIES, INC. (WS800) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	CARL J. WENZ (407) 869-1919
FLORIDA WATER SERVICES CORPORATION (WS765) P. O. BOX 609520 ORLANDO, FL 32860-9520	BRIAN P. ARMSTRONG (407) 880-0058
GRENELEFE UTILITIES (SPORTS SHINKO UTILITY, IN℃. D/B/A) (WS770) 3200 STATE ROAD 546 GRENELEFE, FL 33844-9732	CHARLES EDGE (941) 421-5037
KEEN SALES, RENTALS AND UTILITIES, INC. (WU771) 685 DYSON ROAD HAINES CITY, FL 33844-8587	JAMES RAY KEEN (941) 421-6827
LAKE WALES UTILITY CO., LTD. (LAKE HAVEN UTILITY ASSOCIATI (WS786) P. O. BOX 9076 FEDHAVEN, FL 33854-9076	DAVID K. PEARCE (941) 696-1128
MOUNTAIN LAKE CORPORATION (WU791) P. O. BOX 832 LAKE WALES, FL 33859-0832	ROBERT E. MARTIN (941) 676-3494
ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789) 710 OVERLOOK DRIVE WINTER HAVEN. FL 33884-1669	CAROL C. RHINEHART (941) 324-3698

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS) 03/30/1999-05/28/1999

UTILITY NAME

LAKELAND, FL 33806-2211

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MANAGER

POLK COUNTY (continued)

PARK WATER COMPANY INC. (WU776) 25 FIRST AVENUE, NORTH LAKE WALES, FL 33853-8761	KEVIN EGAN (941) 638-1285
PINECREST RANCHES, INC. (WU779) P. O. BOX 192 WINTER HAVEN, FL 33882-0192	JAMES O. VAUGHN (941) 299-6651
POINCIANA UTILITIES INC. (WS194) 4837 SWIFT ROAD, SUITE 100 SARASOTA, FL 34231-5157	LARRY GOOD (407) 933-5514
RIVER RANCH (NEW RIVER RANCH, L.C. D/B/A) (WS797) P. O. BOX 30030 RIVER RANCH, FL 33867-0030	BOB MARGOLIS (941) 692-1321
ROBERT W. ARNOLD SR. (WS805) 534 SOMERSET DRIVE AUBURNDALE, FL 33823-9570	ROBERT W. ARNOLD, SR. (941) 965-9549
SKYVIEW UTILITIES RECEIVERSHIP (WS794) P. O. BOX 2039 HAINES CITY, FL 33845-2039	ANDREW R. REILLY (941) 422-5978
SUNRISE WATER COMPANY, INC. (WU778) P. O. BOX 2397 WINTER PARK, FL 32790-2397	MACAULY WHITING, JR. (407) 628-8900
TROPICAL MOBILE HOME PARK (WS806) 118 VILLAGE ROAD WINTER HAVEN, FL 33880-6144	DON GUGEL (941) 318-9300
VILLAGE WATER, LTD. (WS769) P. O. BOX 2211	JERARD A. KENT (941) 665-8242

- 2 -

(VALID FOR 60 DAYS) 03/30/1999-05/28/1999

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

CITY MANAGER, CITY OF BARTOW 450 NORTH WILSON BARTOW, FL 33830-3954

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

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

DEP SOUTHWEST DISTRICT 3804 COCONUT PALM DRIVE TAMPA, FL 33618-8318

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

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

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

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

(VALID FOR 60 DAYS) 03/30/1999-05/28/1999

UTILITY NAME

MANAGER

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

1 • ·

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

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

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

MAYOR, CITY OF LAKELAND 228 SOUTH MASSACHUSETTS AVENUE LAKELAND, FL 33801-5086

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

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

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

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

- 4 -

(VAL:D FOR 60 DAYS) 03/30/1999-05/28/1999

UTILITY NAME

MANAGER

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

. . . .

MAYOR, TOWN OF POLK CITY P. O. BOX 1139 POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK 1337 NORTH HIGHLAND PARK LAKE WALES, FL 33853-7422

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

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

STATE OFFICIALS

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

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

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AFFIDAVIT

I, J. Ray Keen, President of Keen Sales, Rentals and Utilities, Inc., do solemnly swear or affirm that the attached Notice was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail to each customer of the system.

Applicant ·cn Title Name and RAY KEEN - PRESIDENT

STATE OF FLORIDA

COUNTY OF POLK

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared, J. RAY KEEN, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. J. Ray Keen is personally known to me.

OFFICIAL NOTARY SEAL AMANDA M CHAMBERS NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC569956 MY COMMISSION EXP. JULY 17,2000 Witness my hand and official seal in the County and State last aforesaid this 28TH day of May, 1999.

AMANDA M. CHAMBERS - NOTARY PUBLIC

EXHIBIT "N-1"

KEEN SALES, RENTALS AND UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FLORIDA 33844 941-421-6827

TO: ALL CUSTOMERS OF SUNRISE WATER WORKS

FROM: J. RAY KEEN - PRESIDENT

DATE: MAY 28, 1999

SUBJECT: NEW OWNERSHIP - SUNRISE WATER WORKS

WE ARE HAPPY TO ANNOUNCE THAT WE HAVE PURCHASED THE WATER UTILITY SYSTEM FROM WHITING WATER WORKS, INC. D/B/A SUNRISE WATER WORKS.

OUR BILLING TO YOU WILL BECOME EFFECTIVE APRIL 1, 1999. YOUR METERS WILL BE READ ON APPROXIMATELY THE 26TH OF EACH MONTH AND MAILED TO YOU PRIOR TO THE FIRST DAY OF THE MONTH. PAYMENT IS EXPECTED BY NO LATER THAN THE 20TH OF THE MONTH.

IT WILL BE VERY IMPORTANT FOR THOSE OF YOU WHO HAVE LOCKED FENCES OR DOGS IN THE YARD TO MAKE SURE THAT THE METER READER HAS ACCESS TO THE METER. WE CANNOT ESTIMATE READINGS.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT US AT THE ABOVE NUMBER. THE NEW ****EMERGENCY***** NUMBER IS 502-0624. THIS IS A PAGER AND SOMEONE WILL RETURN YOUR CALL. ONLY USE THE EMERGENCY NUMBER ****AFTER HOURS****.

J. RAY KEEN PRESIDENT KEEN SALES, RENTALS AND UTILITIES, INC.

JRK/mmc

Exhibit 11pin

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INSTR # 99040227

OR BK 04202 PG 0549

RECORDED 03/12/99 03:43 PM RICHARD N. WEISS CLERK OF COURT POLK COUNTY DOC TAX PD (F.S. 201.02) 135.10 DEPUTY CLERK L Mujtaba

<u>21-28-25-000000-034040</u> Tax I.D. Number

WARRANTY DEED

THIS WARRANTY DEED made the 23rd day of February, 1999, by SUNRISE WATER COMPANY, INC., whose post office address is 163 East Morse Boulevard, Suite 200, Winter Park, Florida 32789, hereinafter called the Grantor, to KEEN SALES, RENTALS AND UTILITIES, INC., whose post office address is 685 Dyson Road, Haines City, Florida 33844, hereinafter called the Grantee:

WITNESSETH: That the Grantors, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of Grantors' interest in that certain land situate in Polk County, Florida, viz:

See attached Exhibit "A."

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes accruing subsequent to December 31, 1998 and all restrictions and easements of record.

IN WITNESS WHEREOF, the caid Crantors have signed and sealed these presents the day and year first above written.

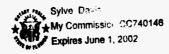
Signed, sealed and delivered in our presence (as to all):

omorrenty Print Name: Ju.V 7

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Sunrise Water Company, Inc. By: Macauley Whiting, Jr. Its President

This Instrument Prepared By: John R. Jenkins, Esquire, Rose, Sundstrom & Bentley, LLP 2548 Blairstone Pines Drive Tallahassee, Florida 32301



STATE OF FLORIDA COUNTY OF ORANGE)

)

The foregoing instrument was acknowledged before me this 23rd day of February, 1999, by Macauley Whiting, Jr., as President of Sunrise Water Company, who is personally known to me or who have produced ______ as identification.

Notar Public

My Commission Expires

\whiting\sunrise\closing\warranty.dee

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EXHIBIT "A"

The South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the Southwest quarter of the Northwest quarter of Section 21, Township 28 South, Range 25 East, Polk County, Florida; also known as Lot 139, Sun Acres Unit 2, unrecorded.

Less and except:

Starting at the Northwest corner of the South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the Southwest quarter of the Northwest quarter of Section 21, Township 28 South, Range 25 East, Polk County, Florida, said corner being the Northwest corner of Lot 139 of SUN ACRES Unit 2, and unrecorded plat; thence South along the West line of said Lot 139, a distance of 18.90 feet for the Point of Beginning; thence continue South along said West line, 26.10 feet to the Southwest corner of said Lot 139; thence South 89°28' East parallel with the North boundary of said Southwest quarter of the Northwest quarter, 100 feet to the Southeast corner of said Lot 139; thence North along the East line of said Lot 139, a distance of 23.74 feet; thence North 88°06'54" West, 100.05 feet to the said Point of Beginning.

EXHIBIT "R"

We would like to note that our name appears incorrectly on the Certificate Copy enclosed. It is our understanding that the Certificate is in the process of being updated and will reflect our other Utilities and our correct name.

We would also like to note that the original Certificate is in the transfer package we submitted with the Lake Region Paradise Island amendment.

EXHIBIT "R-1"

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number 582 - W

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

KEEN SALES & RENTALS, INC.

Whose principal address is:

685 Dyson Road Haines City, Florida 33844 (Polk County)

to provide water service in accordance with the provision 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	PSC-97-0152-FOF-WU	DOCKET 96	1007-WU
ORDER		DOCKET	···· · · · · · ·
ORDER		DOCKET	
ORDER		DOCKET	
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BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

Director

Division of Records and Reporting

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EXHIBIT "Q"

A.

WATER TARIFF

KEEN SALES, RENTALS AND UTILITIES, INC.

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WATER TARIFF

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KEEN SALES, RENTALS AND UTILITIES, INC.

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NAME OF COMPANY 685 DYSON ROAD

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HAINES CITY, FLORIDA 33844

(ADDRESS OF COMPANY)

BUSINESS - 941-421-6827/EMERGENCY 941-502-0624 (BEEPER) (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

J.	RAY	KEEN
ISSU	ING O	FFICER
PRE	SIDE	NT
TITI	LE	

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WATER TARIFF

TABLE OF CONTENTS

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Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0 - 6.1
Service Availability Policy	·· 22.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Authority	3.0

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J. RAY KEEN

ISSUING OFFICER PRESIDENT

NAME OF COMPANY KEEN SALES, RENTALS AND UTILITIES, INC. WATER TARIFF

TERRITORY AUTHORITY

<u>CERTIFICATE NUMBER</u> - 582-W (AMENDING KEEN) 584-W (TRANSFER OF SUNRISE TO KEEN) <u>COUNTY</u> - POLK

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type	
PSC-97-0152-FOF-WU	August, 1997	96100 7 -WU	Grandfather Co (KEEN)	ertificate
PSC-97-0832-FOF-WU	July, 1997	961249-WU	Grandfather Co (SUNRISE)	ertificate

(Continued to Sheet No. 3.1)

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ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 28 South, Range 25 East, Section 21

Serving an area generally known as Sunrise Acres Subdivision, an unrecorded subdivision known as Pinewood, and an unrecorded mobile home village. More particularly described as:

From the Northwest corner of Section 21, also the Point of Beginning, run due East (along the South line of Section 16 and the North line of Section 21) for a distance of 2618.23 feet, more or less; thence, due South a distance of 1313 feet, more or less; thence due West a distance of 1455.20 feet, more or less; thence due South a distance of 235 feet, more or less; thence due West a distance of 405 feet, more or less; thence due West a distance of 405 feet, more or less; thence due South a distance of 1063 feet, more or less; thence due West a distance of 695 feet, more or less; thence due North a distance of 695 feet, more or less; thence due West a distance of 340 feet, more or less, to the West line of Section 21; thence due North a distance of 1922.35, more or less, to the Point of Beginning.

WATER TARIFF

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COMMUNITIES SERVED LISTING

County <u>Name</u>	Development	Rate Schedule(s) <u>Available</u>	<u>Sheet No.</u>
POLK	SUN ACRES	RS	12.0

J. RAY KEEN ISSUING OFFICER PRESIDENT TITLE

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

J. RAY KEEN ISSUING OFFICER PRESIDENT

WATER TARIFF

(Continued from Sheet No. 5.0)

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

J. RAY KEEN

PRESIDENT

WATER TARIFF

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(Continued to Sheet No. 6.1)

J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

(Continued from Sheet No. 6.0)

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J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

RULES AND REGULATIONS

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

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

- 2.0 <u>POLICY DISPUTE</u> Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

- 11.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

(Continued from Sheet No. 8.0)

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

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 <u>CUSTOMER BILLING</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

J. RAY KEEN ISSUING OFFICER PRESIDENT

WATER TARIFF

(Continued from Sheet No. 9.0)

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

J. RAY KEEN

PRESIDENT

NAME OF COMPANY KEEN SALES, RENTALS AND UTILITIES, INC. WATER TARIFF

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INDEX OF RATES AND CHARGES SCHEDULES

Sheet Number

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Service Availability Fees and Charges	16.0

J. RAY KEEN ISSUING OFFICER PRESIDENT TITLE

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

RATE - MINIMUM CHARGE (INCLUDES FIRST 3,000 GALLONS)
Meter Size:

5/8" X 3/4" \$9.95

GALLONAGE CHARGE

PER 1,000 GALLONS OVER THE FIRST 3,000 GALLONS \$1.50

MINIMUM CHARGE - MINIMUM CHARGE WHICH INCLUDES 3,000 GALLONS OF SERVICE

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be cliscontinued.

EFFECTIVE DATE - WE WOULD LIKE TO HAVE THESE RATES IMPLEMENTED WHEN THE FLORIDA PUBLIC SERVICE COMMISSION APPROVES THE TRANSFER INITIAL

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J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	Residential	General Service
5/8" x 3/4"	\$35.00	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account cannually.

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

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

EFFECTIVE DATE - August 29, 1997

TYPE OF FILING - GRANDFATHER CERTIFICATE

J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE - August 29, 1997

TYPE OF FILING - GRANDFATHER CERTIFICATE

J. RAY KEEN ISSUING OFFICER PRESIDENT

WATER TARIFF

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MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 25:00
Normal Reconnection Fee	\$ 25.00
Violation Reconnection Fee	\$_25.00
Premises Visit Fee (in lieu of disconnection)	\$_ 25 <u>.00</u>
LATE PAYMENT FEE	<u>\$</u> 5.00

EFFECTIVE DATE - OCTOBER, 1997

TYPE OF FILING - REQUEST FOR APPROVAL OF RATE - DOCKET #961249-WU ORDER NO. PSC-97-0832-FOF-WU

> J. RAY KEEN ISSUING OFFICER PRESIDENT

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SERVICE AVAILABILITY FEES AND CHARGES

	Re	fer to Servi	ce Availability Policy
Description	Amo	ount	Sheet No./Rule No.
Back-Flow Preventor Installation Fee			
5/8" x 3/4"		N/A	N/A
1"		N/A	N/A
1 1/2"	\$ \$	N/A	N/A
2"	\$	N/A	N/A
Over 2"	\$ ¹	N/A	N/A
Customer Connection (Tap-in) Charge			
5/8" x 3/4" metered service	\$	N/A	N/A
1" metered service	\$	N/A	N/A
1 1/2" metered service	\$ \$ \$	N/A	N/A
2" metered service	\$	N/A	N/A
Over 2" metered service	թ \$1	N/A	N/A
Guaranteed Revenue Charge		N/A	
With Prepayment of Service Availability Charges:			
Residential-per ERC/month (GPD)	\$	N/A	N/A
All others-per gallon/month	Ś	N/A	N/A
Without Prepayment of Service Availability Charges:			
Residential-per ERC/month (GPD)	\$	N/A	N/A
All others-per gallon/month	\$	N/A	N/A
Inspection Fee	\$ ¹	N/A	N/A
Main Extension Charge	-	,	,
Residential-per ERC (GPD)	\$	N/A	N/A
All others-per gallon	Ś	N/A	N/A
or			
Residential-per lot (foot frontage)	\$	N/A	N/A
All others-per front foot	Ś	N/A	N/A
Meter Installation Fee	+	•	•
5/8" x 3/4"	\$	N/A	N/A
1"	\$	N/A	N/A
1 1/2"	\$	N/A	N/A
2"	\$	N/A	N/A
Over 2"	\$ ¹	N/A	N/A
Plan Review Charge	\$ ¹	N/A	N/A
Plant Capacity Charge	•	,	.,
Residential-per ERC (GPD)	\$	N/A	N/A
All others-per gallon	\$	N/A	N/A
System Capacity Charge	Ŧ	,	,
Residential-per ERC (GPD)	\$	450.00	N/A
All others-per gallon	\$	N/A	N/A
¹ Actual Cost is equal to the total cost incurred for services rendered.	·	·	

EFFECTIVE DATE - August 29, 1997 TYPE OF FILING - GRANDFATHER CERTIFICATE

J. RAY KEEN

ISSUING OFFICER PRESIDENT

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NAME OF COMPANY KEEN SALES, RENTALS AND UTILITIES, INC. WATER TARIFF

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APPLICATION FOR WATER SERVICE	190
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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

J. RAY KEEN

ISSUING OFFICER PRESIDEN'T

WATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RECEI		1/1/54	 No. 2381
ADDRESS 12	the standard	n Street.	Arburndah K
	V		\$ 35.00
FOR WAT	er Depe	<u>8 m</u>	
ACCOUNT	HOWPAID		
AMT. OF ACCOUNT 35 00	CASH		
PAID 35 00 BALANCE	MONEY	BY	14
			CISCT REDICTING BLOOD

J. RAY KEEN ISSUING OFFICER PRESIDENT

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WATER TARIFF

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APPLICATION FOR WATER SERVICE

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SEE ORIGINAL SHEET 18.0

J. RAY KEEN ISSUING OFFICER PRESIDENT

WATER TARIFF

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APPLICATION FOR METER INSTALLATION

"HELD FOR FUTURE USE"

J. RAY KEEN ISSUING OFFICER PRESIDENT

WATER TARIFF

COPY OF CUSTOMER'S BILL

KEEN UTILITIES, INC. 685 DYSON ROAD HAINES CITY, FL 33844

keturn Postage buaranteed Address Correction Requested

1.1

EMERGENCY BEEPER: 502-0624

*450330 *4	459680	9,350	14.55	2402	DA NORRIS 2 AUTUMNWODD D URNDALE, FL 3	
BILLING DATE	account Number		ase pay S amnt	BILLING DATE	Account Number	please pay This amnt
06/01/99	2402AU		14.55	06/01/39	2402AU	14.55

J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

- 3

INDEX OF SERVICE AVAILABILITY

Description

Sheet Number

Schedule of Fees and ChargesGo to Sheet No.16.0Service Availability Policy23.0

J. RAY KEEN

ISSUING OFFICER PRESIDENT

WATER TARIFF

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SERVICE AVAILABILITY POLICY

A \$450.00 SYSTEM CAPACITY CHARGE WILL BE CHARGED FOR INITIATION OF SERVICE TO A LOCATION WHERE SERVICE DID NOT EXIST PREVIOUSLY.

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J. RAY KEEN ISSUING OFFICER PRESIDENT
