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C086

NOV 20 '90

TELEPHONE (904) 877-7191  
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November 19, 1990

900928-WS

HAND DELIVERY

ORIGINAL  
FILE COPY

Mr. Steve Tribble, Director  
Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, FL 32399-0850

Re: Application for transfer, in Pasco County, Florida, of  
Certificate Nos. 283-W and 229-S and water and wastewater  
facilities of PPW Water Company, Inc. and PPW Sewer Company,  
Inc. to Utilities, Inc. of Florida.  
Docket No.

Dear Mr. Tribble:

Enclosed for filing is an original and fifteen (15) copies  
of our Application for Transfer together with a check for \$1800  
to cover the filing fee on behalf of Utilities, Inc. of Florida.

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

Sincerely,

*Wayne L. Schiefelbein*  
Wayne L. Schiefelbein

WLS/ps

Enclosure

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10362 NOV 19 1990

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for transfer, )  
in Pasco County, Florida, of )  
Certificate Nos. 283-W and )  
229-S and water and wastewater )  
facilities of PPW Water Company, )  
Inc. and PPW Sewer Company, Inc. )  
to Utilities, Inc. of Florida )

Docket No. 900928-WS

Filed: November 19, 1990

APPLICATION FOR TRANSFER

Utilities, Inc. of Florida, the Transferee, files this its application to transfer, in Pasco County, Florida, Certificate Nos. 283-W and 229-S and water and wastewater facilities of PPW Water Company, Inc. and PPW Sewer Company, Inc., the Transferors, to Utilities, Inc. of Florida (the Transferee).

1. The exact name of the Transferee and the address of its principal business office is:

Utilities, Inc. of Florida  
200 Weatherfield Ave.  
Altamonte Springs, FL 32714

2. The name and address of the person to receive notices and communications in respect to this application is:

Wayne L. Schiefelbein  
Gatlin, Woods, Carlson & Cowdery  
1709-D Mahan Drive  
Tallahassee, FL 32308  
(904) 877-7191

Attorneys for Utilities, Inc. of Florida

3. The exact names and addresses of the Transferors are:

PPW Water Company, Inc.  
5728 Major Boulevard  
Suite 700  
Orlando, FL 32819-7996

PPW Sewer Company, Inc.  
5728 Major Boulevard  
Suite 700  
Orlando, FL 32819-7996

DOCUMENT NUMBER-DATE

10362 NOV 19 1990

FPSC-RECORDS/REPORTING

4. The Transferee is a wholly-owned subsidiary of Utilities, Inc., an Illinois corporation. Transferee, a Florida Corporation, was incorporated in Florida on October 15, 1975. The President of Utilities, Inc. of Florida is Perry B. Owens, the Vice-President is David Demaree, and the Treasurer is Patrick J. O'Brien. The Directors are Messrs. Owens, Demaree, O'Brien and Mr. Don Rasmussen.

5. The closing on this purchase and sale took place on or about October 4, 1990. The parties acknowledge that the transfer is subject to PSC approval. Please see paragraph 4 of Exhibits A and B.

6. A copy of the Water Utility Asset Purchase Agreement is attached hereto as Exhibit A. The purchase price for the water utility is set forth on page 5, sections 2(a) and (b). A copy of the Sewer Utility Asset Purchase Agreement is attached hereto as Exhibit B. The purchase price for the sewer utility is set forth on page 5, Sections (a) and (b).

7. A copy of the Bill of Sale for the PPW Water Company, Inc. is attached hereto as Exhibit C. The water company assets purchased by Utilities, Inc. of Florida are set forth therein and additional information regarding them is included on pages 14-17 of Exhibit A. A copy of the Bill of Sale for the PPW Sewer Company, Inc. is attached hereto as Exhibit D. The sewer company assets purchased by Utilities, Inc. of Florida are set forth therein and additional information regarding them is included on pages 15-17 of Exhibit B.

8. Upon Commission approval of this application, Utilities, Inc. of Florida is willing to assume responsibility for payment of the administrative penalty of \$1,272 imposed by the Public Service Commission for late filing of the 1988 annual report, and apply such penalty as an off-set to the Final Purchase Payment. Please see page 19 of Exhibit A and page 20 of Exhibit B. No other liabilities of either PPW Water Company, Inc. or PPW Sewer Company, Inc. have been assumed by Utilities, Inc. of Florida. Please see page 2, section 9, of both Exhibit A and B.

9. There are no customer deposits, no developer agreements, no guaranteed revenue agreements, and no customer advances associated with the PPW systems. Neither PPW Water Company, Inc. nor PPW Sewer Company, Inc. carries any outstanding debt relative to the facilities. Transferee has not assumed liability for any debt of the Transferees. Neither PPW Water Company, Inc. nor PPW Sewer Company, Inc. is a party to any lease agreements.

10. The purchase of both PPW Water Company, Inc. and PPW Sewer Company, Inc. is a cash transaction. There are therefore no entities which have provided or will provide funding to the Transferee in connection with this transfer.

11. Commission approval of this transfer is in the public interest given the fifteen years of experience of Utilities, Inc. of Florida in managing systems of this nature. The Transferee will provide certified operators, its expertise and experience in management, and financial resources necessary to properly operate the PPW systems. The annual report of Utilities, Inc. of Florida and other information already on file with the Commission attests

to these facts. The names and locations of the other water and wastewater utilities owned by the Transferee is set forth on Exhibit E.

12. The proposed net book value of the systems is set forth on page 5, sections 2(a) and (b) in both Exhibits A and B.

13. A positive acquisition adjustment is requested by the transferee. The water and sewer systems have fallen into a state of disrepair. One of the four wells is collapsed and another is out of service due to excessive iron. The consumptive use permit expired in July, 1989, and the Department of Environmental Regulation (DER) sewer permit expired in May, 1988. The sewer system is under a consent order for repeated pollution violations. Large capital expenditures are needed immediately in order to interconnect the PPW sewer system with the Pasco County System and solve the problem of improperly treated sewage. Additionally, capital expenditures are immediately required on the water system in order to satisfy DER and correct long-standing deficiencies.

All of these required improvements can be installed more efficiently and cost effectively by Utilities, Inc. of Florida due to its experience in the utility business. Utilities, Inc. of Florida will be better able to meet the existing and future needs for water and wastewater utility service in PPW's service area. Considerable time, energy, effort and expense will be saved by both the Public Service Commission and DER by no longer having to regulate a problem-prone utility company. For these reasons, a positive acquisition adjustment is appropriate.

14. The books and records of the Transferors are available at 5728 Major Blvd., Suite 700, Orlando, FL 32819. The contact person is Don Lauher, who can be reached at (407) 351-1111.

15. Utilities, Inc. of Florida purchased the land upon which the utility treatment facilities are located, as evidenced by the warranty deeds attached hereto as Exhibits F and G. A description of the land is fully set forth on page 2 of Exhibit F and pages 2 and 3 of Exhibit G.

16. There are no delinquent regulatory assessment fees associated with the systems that are the subject of this application. If this application is approved, the Transferee will pay all regulatory assessment fees payable for revenue collected in 1990 and apply any such fees associated with revenue collected prior to the closing as an off-set to the Final Purchase Payment.

17. The Transferee requests authority to collect the existing water and sewer rates and charges currently authorized for the Transferors.

18. The Transferors are not authorized to collect miscellaneous service charges. The Transferee asks for Commission authority to implement the miscellaneous service charges it is presently authorized to collect. These charges are set forth on page 24.1 of Utilities, Inc. of Florida's water tariff, a copy of which is attached hereto as Exhibit H.

19. Other than those specifically addressed herein, the Transferee is unaware of any other outstanding obligations of either PPW Water Company, Inc. or PPW Sewer Company, Inc.

20. The Transferee's Notice of Application for a Transfer is attached as Exhibit I. A copy of that Notice will be sent within seven (7) days of this filing by certified mail to all utilities and government officials set forth on the list attached as Exhibit J. A copy of said Notice will be sent to each known customer of the Transferors within the next seven (7) days. Arrangements have also been made for said Notice to be published in The Pasco Times, a newspaper of general circulation in the territory served by the Transferors. The first of three (3) installments of such Notice is expected to be published within seven (7) days of this filing.

21. Proposed tariff sheets are attached as Exhibit K.

22. The Transferor, after a diligent search, has not been able to locate PPW's water and sewer certificates.

23. A check in the amount of \$1,800.00 is submitted herewith as the appropriate filing fee.

WHEREFORE, Utilities, Inc. of Florida respectfully requests that the Commission enter its order approving the transfer of Certificate Nos. 283-W and 229-S and water and wastewater facilities of PPW Water Company, Inc. and PPW Sewer Company, Inc., in Pasco County, to Utilities, Inc. of Florida, establishing rate base, approving an acquisition adjustment, and authorizing rates and charges, as set forth in the Application.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Wayne L. Schiefelbein", written over a horizontal line.

WAYNE L. SCHIEFELBEIN  
Gatlin, Woods, Carlson & Cowdery  
1709-D Mahan Drive  
Tallahassee, FL 32308  
(904) 877-7191

Attorneys for  
Utilities, Inc. of Florida

**WATER UTILITY ASSET PURCHASE AGREEMENT**  
**PARADISE POINTE WEST, FL**

This Agreement is entered into on this 4<sup>th</sup> day of October, 1990 by and between PPW Water Company, Inc., a Florida corporation, (hereinafter referred to as "Seller") and Utilities, Inc. of Florida, a Florida corporation (hereinafter referred to as "Purchaser").

**WITNESSETH**

WHEREAS the Seller is the owner of a water supply and distribution system which has been installed to provide central water service to approximately 740 residences constructed in the Paradise Pointe West, Summertree, and Arborwood at Summertree subdivisions, located in Pasco County, Florida, and more fully described on Exhibit 1, attached, (hereinafter referred to as the "Property"); and

WHEREAS Purchaser is engaged through its operating divisions in the business of furnishing water and sewer service to the public in various communities throughout Florida. Purchaser desires to acquire, and Seller desires to sell the water supply and distribution facilities (the "Facilities") installed to provide water service to the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I**

**Representations by Seller**

Seller represents and warrants that:

- 1) Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water supply and distribution system.
- 2) Seller is, and at the closing (the "Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances.
- 3) Seller has obtained from the Florida Public Service Commission (hereinafter referred to as the "Commission") a Certificate of Public Convenience and Necessity, and authorization and approval of rates, rules and regulations for water service within the Property.

**EXHIBIT "A":**

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East; thence run N. 19°02'41" E., a distance of 3204.37 feet to the Point of Beginning #1; thence run S. 89°09'28" E. a distance of 1991.78 feet; thence run N. 02°32'46" E. a distance of 3762.02 feet; thence run S. 54°17'33" W. a distance of 1325.78 feet to a Point of Curvature; thence by a curve to the right having a radius of 4369.72 feet; having a chord bearing of S. 58°38'39" W. a distance of 665.36 feet run an arc distance of 666.00 feet; thence run N. 01°25'22" W. a distance of 279.31 feet; thence by a curve to the left having a radius of 4119.46 feet having a chord bearing of N. 59°33'07" E. a distance of 258.55 feet run an arc distance of 258.59 feet; thence run N. 32°14'51" W. a distance of 249.68 feet; to the Southerly right-of-way of State Road #52; thence along said right-of-way by a curve to the right, having a radius of 3869.72 feet; having a chord bearing of S. 59°39'38" W. a distance of 257.62 feet run an arc distance of 257.66 feet to a Point of Tangency; thence run S. 61°34'03" W. a distance of 380.33 feet; thence run S. 00°32'21" W. a distance of 679.83 feet; thence run S. 00°51'28" W. a distance of 2239.11 feet to Point of Beginning #1; less and except from Southwest corner of Section 8, Township 25 South, Range 17 East, run thence S. 89°28'57" E. along the Section line, 1,000.00 feet; thence N. 00°51'28" E., 3468.92 feet for a Point of Beginning; thence continue N. 00°51'28" E., 1808.78 feet; thence N. 00°32'21" E., 679.83 feet to the Southerly right-of-way line of State Road No. 52; thence N. 61°34'03" E. along said right-of-way line, 380.33 feet; thence along said right-of-way line along a curve to the left whose chord bears, N. 59°39'38" E., 257.62 feet, arc is 257.66 feet and radius is 3869.78 feet; thence S. 32°14'51" E., 249.68 feet; thence along a curve to the right whose chord bears, S. 59°33'07" W., 258.55 feet, arc is 258.59 feet and radius is 4119.46 feet; thence S. 01°25'22" E., 414.16 feet; thence S. 06°17'33" W., 200.90 feet; thence S. 21°14'41" E., 140.44 feet; thence S. 70°58'45" E., 145.38 feet; thence S. 43°06'57" E., 145.38 feet; thence S. 01°43'19" W., 200.02 feet; thence S. 00°17'32" W., 200.01 feet; thence S. 05°16'17" W., 156.08 feet; thence S. 30°52'51" W., 62.82 feet; thence S. 29°25'37" W., 200.02 feet; thence S. 27°42'33" W., 200.03 feet; thence S. 31°14'59" W., 78.36 feet; thence S. 06°03'05" W., 64.41 feet; thence S. 07°44'29" W., 126.95 feet; thence S. 15°25'41" E., 312.34 feet; thence S. 22°33'50" E., 300.28 feet; thence S. 69°58'45" W., 170.32 feet; thence N. 20°01'15" W., 40.00 feet; thence S. 69°58'45" W., 189.98 feet; thence S. 20°01'05" E., 10.00 feet; thence S. 69°58'55" W., 150.00 feet; thence N. 20°01'05" W., 420.00 feet; thence S. 69°58'55" W., 150.00 feet; thence N. 20°01'05" W., 420.00 feet; thence S. 69°58'55" W., 33.95 feet to the Point of Beginning.

**TOGETHER WITH THE FOLLOWING DESCRIBED REAL PROPERTY:**

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East, and run N. 49°36'43" E. a distance of 3962.27 feet to Point of Beginning #2; thence run S. 89°08'32" E. a distance of 1495.00 feet; thence run N. 05°32'46" E. a distance of 4912.99 feet; thence run S. 84°25'33" W. a distance of 283.60 feet to a Point of Curvature; thence by a curve to the left having a radius of 1360.11 feet, a chord bearing of S. 69°21'33" W., a distance of 707.10 feet, run an arc distance of 715.32 feet to a Point of Tangency; thence run S. 54°17'33" W. a distance of 717.72 feet; thence run S. 02°32'46" W. a distance of 4194.20 feet to Point of Beginning #2.

**TOGETHER WITH THE FOLLOWING DESCRIBED REAL PROPERTY:**

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East and run S. 89°28'57" E. a distance of 1000.00 feet to the Point of Beginning; thence run N. 00°51'28" E. a distance of 3038.59 feet; thence run S. 89°09'28" E. a distance of 1991.78 feet; thence run S. 02°32'46" W. a distance of 3029.15 feet; thence run N. 89°28'57" W. a distance of 1902.57 feet to the Point of Beginning.

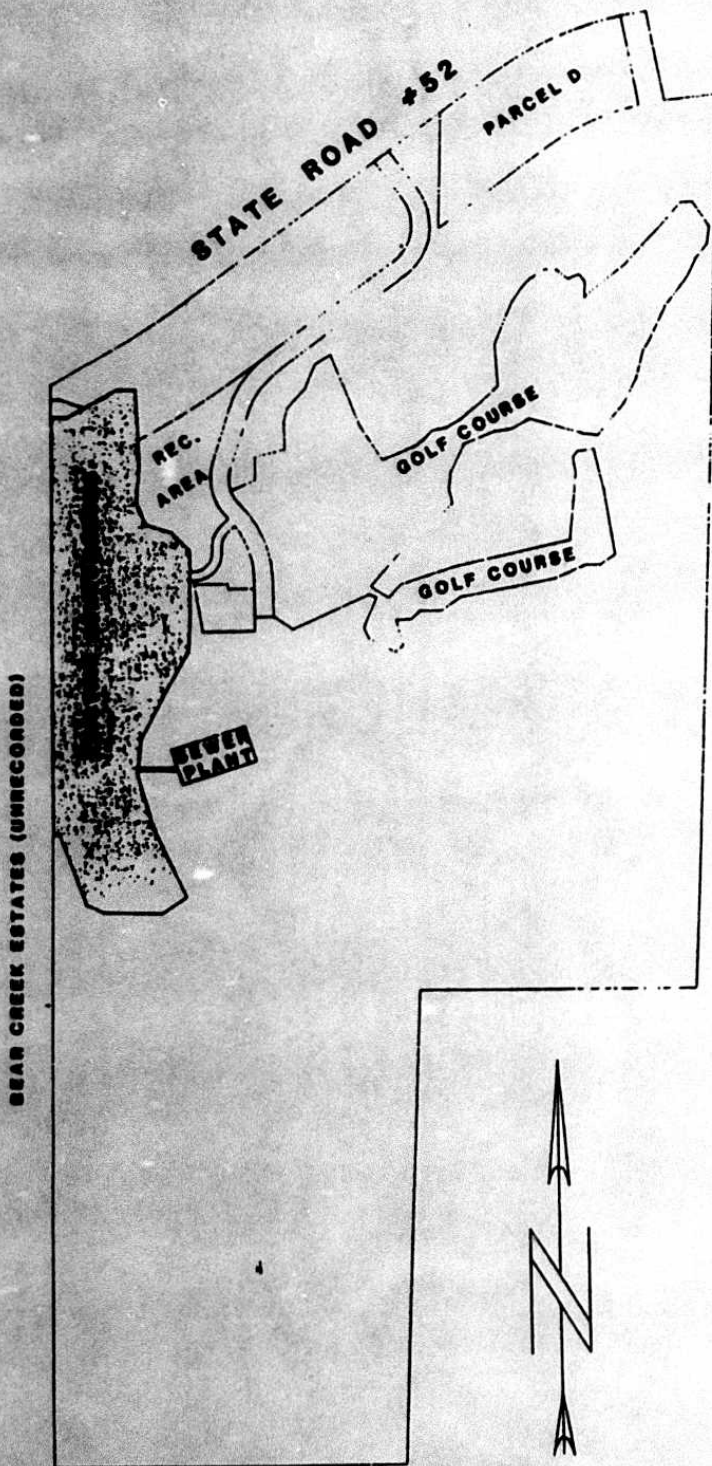


EXHIBIT "A" TO UTILITY FRANCHISE AGREEMENT BETWEEN PARADISE PONTE WEST  
AND PONTE WEST SEWER CO., INC. (O.R. 700, PAGE 292)

EXHIBIT "A" TO UTILITY FRANCHISE AGREEMENT BETWEEN PARADISE PONTE WEST, INC.  
AND PONTE WEST WATER CO., INC. (O.R. 700, PAGE 288)

12  
DOCKET NOS. 47571-S, 74572-W, 760526-S, and 760527-W  
ORDER NO. 7662

Township 25 South, Range 17 East

Sections 5 and 8:

Commence at the Southwest corner of said Section 8 and run S. 89°28'57" E., a distance of 1000.0 feet to the POINT OF BEGINNING; thence N. 00°51'28" E., a distance of 5277.70 feet to the North line of said Section 8; thence N. 00°32'21" E., a distance of 679.83 feet to the South R/W line of State Road 52; thence N. 61°34'03" E. along said R/W line, a distance of 380.33 feet; thence around a 3869.7 foot radius curve to the left, an arc distance of 491.55 feet, a chord bearing N. 57°55'48" E., length 491.02 feet; thence N. 54°17'33" E. along the South R/W line of State Road 52, a distance of 2043.50 feet; thence around a 1860.11 foot radius curve to the right, an arc distance of 944.70 feet, a chord bearing N. 68°52'35" E., length 934.43 feet; thence run S. 09°25'19" E., a distance of 500.25 feet; thence run N. 84°25'33" E., a distance of 283.60 feet; thence run S. 02°32'46" W., a distance of 4912.99 feet; thence run N. 89°08'32" W., a distance of 1495.0 feet; thence run S. 02°32'46" W., a distance of 2596.18 feet; thence run N. 89°28'57" W., a distance of 1902.57 feet to the POINT OF BEGINNING.

EXHIBIT #1

**EXHIBIT "A" TO UTILITY FRANCHISE AGREEMENT BETWEEN PARADISE PONTE WEST AND PONTE WEST SEWER CO., INC.  
(O.R. 700, PAGE 282)**

**EXHIBIT "A" TO UTILITY FRANCHISE AGREEMENT BETWEEN PARADISE PONTE WEST INC., AND PONTE WEST  
WATER CO., INC. (O.R. 700, PAGE 286)**

From the Southwest corner of Section 8, Township 25 South, Range 17 East run thence  
S. 89°28'57" E. along the Section line, 1,000.00 feet; thence N. 00°51'28" E., 3468.92 feet  
for a Point of Beginning; thence continue N. 00°51'28" E., 1808.78 feet; thence  
N. 00°32'21" E., 503.78 feet; thence run S. 89°08'32" E., 92.80 feet; thence run  
N. 61°36'13" E., 425.82 feet; thence S. 01°25'22" E., 470.22 feet; thence S. 06°17'33" W.,  
200.90 feet; thence S. 21°14'41" E., 140.44 feet; thence S. 70°58'45" E., 145.38 feet;  
thence S. 43°06'57" E., 145.38 feet; thence S. 01°43'19" W., 200.02 feet; thence  
S. 00°17'32" W., 200.01 feet; thence S. 05°16'17" W., 156.08 feet; thence S. 30°52'51" W.,  
62.82 feet; thence S. 29°25'37" W., 200.02 feet; thence S. 27°42'33" W., 200.03 feet; thence  
S. 31°14'59" W., 78.36 feet; thence S. 06°03'05" W., 64.41 feet; thence S. 07°44'29" W.,  
126.95 feet; thence S. 15°25'41" E., 312.34 feet; thence S. 22°33'50" E., 300.28 feet; thence  
S. 69°58'45" W., 170.32 feet; thence N. 20°01'15" W., 40.00 feet; thence S. 69°58'45" W.,  
189.98 feet; thence S. 20°01'05" E., 10.00 feet; thence S. 69°58'55" W., 150.00 feet; thence  
N. 20°01'05" W., 420.00 feet; thence S. 69°58'55" W., 33.95 feet to the Point of Beginning.

**EXHIBIT #1**

UTILITY NAME: PPW Water Company, Inc.

YEAR OF REPORT  
DECEMBER 31, 19 89

WATER OPERATION AND MAINTENANCE EXPENSE

| ACCT. NO. | Account Name  | Amount    |
|-----------|---|-----------|
| 601       | Salaries and Wages - Employees                                      |           |
| 603       | Salaries and Wages - Officers, Directors, and Majority Stockholders | \$ 14,677 |
| 604       | Employee Pensions and Benefits                                      | ---       |
| 610       | Purchased Water   | 2,024     |
| 615       | Purchased Power   | ---       |
| 616       | Fuel for Power Production   | 12,094    |
| 618       | Chemicals   | ---       |
| 620       | Materials and Supplies  | 3,554     |
| 630       | Contractual Services  | 2,616     |
| 640       | Rents   | 18,454    |
| 650       | Transportation Expense  | ---       |
| 655       | Insurance Expense   | 262       |
| 665       | Regulatory Commission Expenses                                      | 808       |
| 670       | Bad Debt Expense  | ---       |
| 675       | Miscellaneous Expenses  | 9,234     |
|           |   | 14,698    |
|           | Total Water Operation And Maintenance Expense                       | \$ 78,421 |

WATER CUSTOMERS

| Description         | Number First of Year | Additions | Disconnects | Number End of Year |
|---------------------|----------------------|-----------|-------------|--------------------|
| Metered Customers:  |                      |           |             |                    |
| 5/8 X 3/4"          | 742                  | 3         |             | 745                |
| 1"                  | ---                  | ---       | ---         | ---                |
| 1 - 1/2"            | ---                  | ---       | ---         | ---                |
| 2"                  | ---                  | ---       | ---         | ---                |
| 2 - 1/2"            | ---                  | ---       | ---         | ---                |
| 3"                  | ---                  | ---       | ---         | ---                |
| Other (Specify):    |                      |           |             |                    |
|                     | ---                  | ---       | ---         | ---                |
|                     | ---                  | ---       | ---         | ---                |
| Unmetered Customers |                      |           |             |                    |
| Total Customers     | 742                  | 3         |             | 745                |

UTILITY NAME: PPW Water Company, Inc.

SYSTEM: LINE:

**YEAR OF REPORT**  
**DECEMBER 31, 1989**

## PUMPING AND PURCHASED WATER STATISTICS

| (a)            | (b)  | (c)   | (d)  | (e)   | (f)   |
|----------------|--|---|--|---|---|
|                | WATER<br>PURCHASED<br>FOR RESALE<br>(omit 000's) | FINISHED<br>WATER FROM<br>WELLS<br>(omit 000's) | ACCOUNTED FOR<br>LOSS THROUGH<br>LINE FLUSHING<br>ETC.<br>(omit 000's)<br>Estimated* | TOTAL WATER<br>PUMPED AND<br>PURCHASED<br>(omit 000's)<br>[(b)+(c)-(d)] | WATER SOLD<br>TO<br>CUSTOMERS<br>(omit 000's) |
| January        |  | 11,874  | 7,354  | 4,510   | 4,510   |
| February       |  | 11,916  | 7,536  | 4,330   | 4,330   |
| March          |  | 12,597  | 3,277  | 4,320   | 4,320   |
| April          |  | 12,446  | 7,982  | 4,464   | 4,464   |
| May            |  | 5,317   | 1,226  | 4,091   | 4,091   |
| June           |  | 5,200   | 2,180  | 3,720   | 3,720   |
| July           |  | 5,235   | 529  | 4,705   | 4,705   |
| August         |  | 5,254   | 1,734  | 3,530   | 3,530   |
| September      |  | 7,231   | 2,332  | 4,949   | 4,948   |
| October        |  | 6,060   | 1,963  | 4,077   | 4,075   |
| November       |  | 5,772   | 1,152  | 4,520   | 4,618   |
| December       |  | 6,033   | 2,192  | 3,841   | 3,841   |
| Total for year |  | 95,675  | 44,517   | 51,158  | 51,155  |

If water is purchased for resale, indicate the following:

Vendor N/A

Point of delivery \_\_\_\_\_

If water is sold to other water utilities for redistribution, list names of such utilities below:

3/3

\*Includes line breaks and unrotated water usn73  
1745 (Feet)

[illegible]

UTILITY NAME: PPW Water Company, Inc.

YEAR OF REPORT  
DECEMBER 31, 1989

SYSTEM NAME: \_\_\_\_\_

**WELLS AND WELL PUMPS**

| (a)                                  | (b)                                 | (c)                                 | (d)                                  | (e)                                  |
|--------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|
| Year Constructed                     | 1974                                | 1973-74                             | 1984                                 | 1984                                 |
| Type of Well Construction and Casing | #1<br>Std. Grouting<br>Steel Casing | #2<br>Std. Grouting<br>Steel Casing | #13<br>Std. Grouting<br>Steel Casing | #17<br>Std. Grouting<br>Steel Casing |
| Depth of Wells                       | 338'                                | 325'                                | 323'                                 | 313'                                 |
| Diameters of Wells                   | 6"                                  | 10"                                 | 8"                                   | 3"                                   |
| Pump - GPH                           | 120                                 | 550                                 | 300                                  | 300                                  |
| Motor - HP                           | 7.5                                 | 40                                  | 40                                   | 40                                   |
| Yields of Wells in GPD               | 288,000                             | 864,000                             | 460,000                              | 480,000                              |
| Auxiliary Power                      |                                     |                                     |                                      |                                      |

**RESERVOIRS**

| (a)  | (b)              | (c)                      | (d)              | (e) |
|--|------------------|--------------------------|------------------|-----|
| Description (steel, concrete or pneumatic) | 3 Steel Hydro    | Pneumatic Pressure Tanks |                  |     |
| Capacity of Tank                           | #1<br>5,000 Gal. | #2<br>7,500 Gal.         | #3<br>7,500 Gal. |     |
| Ground or Elevated                         | Ground           | Ground                   | Ground           |     |

**HIGH SERVICE PUMPING**

| Motors<br>(a)                            | (b) | (c) | (d) | (e) |
|--|-----|-----|-----|-----|
| Manufacturer                             | N/A |     |     |     |
| Type                                     |     |     |     |     |
| Rated Horsepower                         |     |     |     |     |
| Pumps                                    |     |     |     |     |
| Manufacturer                             | N/A |     |     |     |
| Type                                     |     |     |     |     |
| Capacity in GPM                          |     |     |     |     |
| Average Number Of Hours Operated Per Day |     |     |     |     |
| Auxiliary Power                          |     |     |     |     |

Utility Name PPW Water Company, Inc.

YEAR OF REPORT  
DECEMBER 31, 1989

SOURCE OF SUPPLY

List for each source of supply:

|                         |               |  |  |
|-------------------------|---------------|--|--|
| Gals. per day of source | 1,228,000 GPD |  |  |
| Type of source          | Wells         |  |  |

WATER TREATMENT FACILITIES

List for each water treatment facility:

|                        |                  |                          |
|------------------------|------------------|--------------------------|
| Type                   | WFI Chlorination | V Notch Gas Chlorination |
| Make                   |                  |                          |
| Gals. per day capacity | 250,000+ GPD     |                          |
| Method of measurement  | Flow Meters      |                          |

OTHER WATER SYSTEM INFORMATION

Furnish information below for each system not physically connected with another facility. A separate page should be supplied where necessary.

1. Present ERC's \* now being served
2. Present ERC's \* that system can efficiently serve 737
3. Estimated annual increase in ERC's \* N/A
4. List fire fighting facilities and capacities Fire Hydrants
5. List percent of certificated area where service connections are installed (total for each county) N/A
6. What is the current need for system upgrading and/or expansion? N/A
7. What are plans for future system upgrading and/or expansion? N/A
8. Have questions 6 and 7 been discussed with an engineer (if so, state name and address)? N/A
9. Have questions 6 and 7 been discussed with appropriate state sanitary engineering office? N/A

\* ERC = (Total Gallons Sold / 365 days) / 350 Gallons Per Day

EXHIBIT #2

**APPLICABLE ENGINEERING DOCUMENTS  
CAN BE OBTAINED THROUGH THE OFFICES OF**

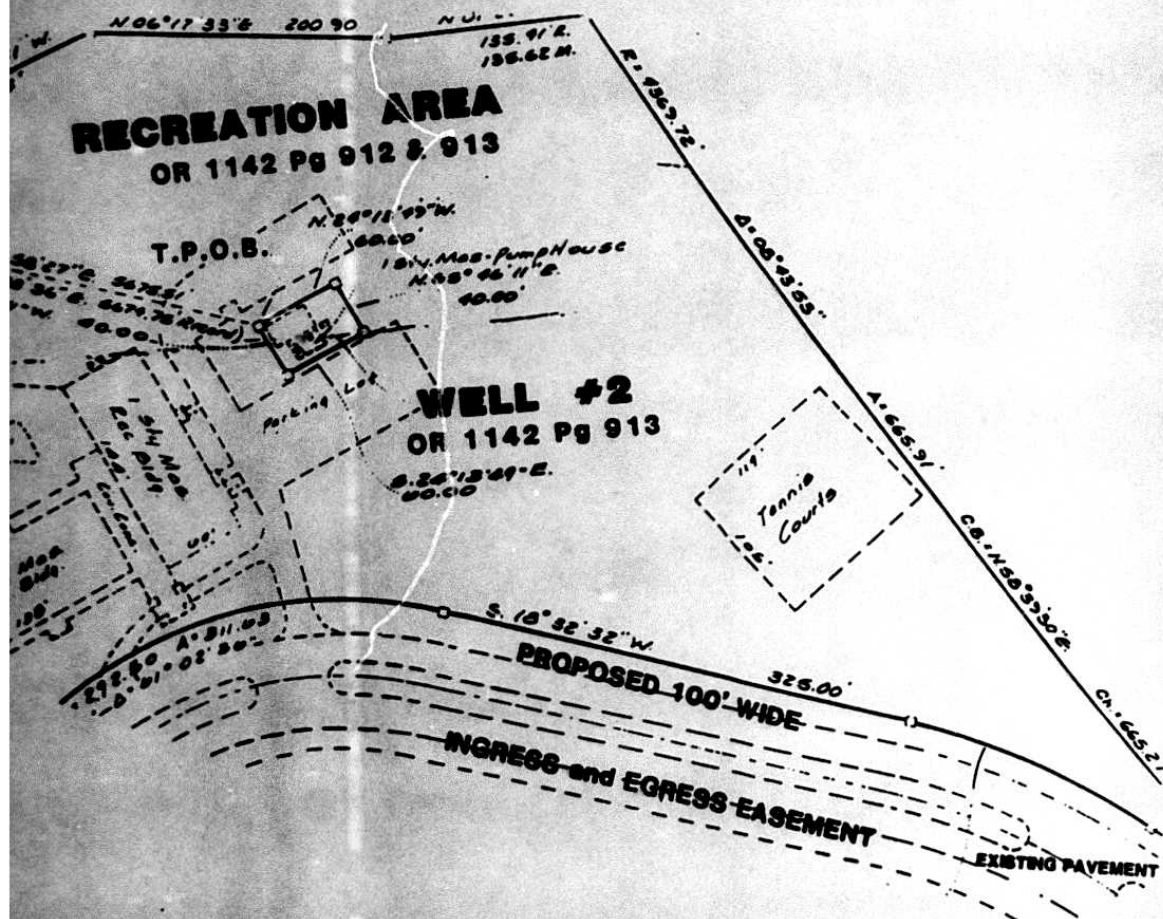
**POST BUCKLEY SCHUH & JERNIGAN  
5300 West Cypress  
Tampa, Florida 33607**

**Contact: Dave Weber  
(813) 877-7275**

**PENDING LITIGATION**

*Imposition of Penalty for late filing of 1988 Annual Report, no docket number. The Public Service Commission has imposed a penalty of \$1,272 for late filing of the 1988 Annual Report.*

- 4) Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities deemed necessary or desirable by Seller in connection with the purchase of the Facilities from Seller as contemplated herein. The parties recognize that Commission approval is required, as more fully described in Article II herein.
- 5) Attached hereto as Exhibit 2 is a detail of the Facilities of Seller to be acquired in "as is" condition by Purchaser pursuant to this Agreement. The engineering plans and specifications for the Facilities have been attached hereto as Exhibit 3.
- 6) Attached hereto as Exhibit 4 is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:
  - (a) All pending or threatened action at law, suits in equity or administrative proceedings relating to the Facilities and involving Seller;
  - (b) All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Property.
  - (c) All real estate in the Property owned by Seller to be transferred hereunder, upon which the wells and storage tanks are currently located and which have been reserved for future water supply facilities.
- 7) Except as indicated in Exhibit 4, Seller has, or at the Closing will have, all necessary permits, licenses and, to the best of Seller's knowledge and belief, all easements (including sufficient rights to access) for its water utility business; the Facilities of Seller have been installed within the easements relating thereto and in accordance with any necessary permits or licenses; the Facilities of Seller have been constructed and will be capable of operation in accordance with at least the minimum standards, requirements, rules and regulations of all governmental bodies, and regulatory agencies which may have jurisdiction thereover.
- 8) Except as indicated in Exhibit 4, there are no pending or threatened actions at law or suits in equity relating to the Facilities, or any pending or threatened proceedings before the Commission or any other governmental agency.
- 9) Except as indicated in Exhibit 4, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.



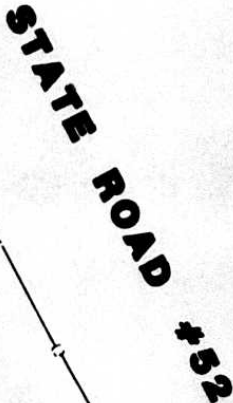
**WATER PLANT SITE**  
(Record Information in O.R. Book 1142, Page 913)

A parcel of land in the Southwest 1/4 of Section 5, Township 25 South, Range 17 East, Pasco County, Florida, being further described as follows:  
Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East;  
thence N. 17°58'27" E., 5675.51 feet (N. 17°58'36" E., 5674.75 feet recorded) to the  
"TRUE POINT OF BEGINNING"; thence N. 24°13'49" W., 60.00 feet; thence N. 65°46'11" E.,  
40.00 feet; thence S. 24°13'49" E., 60.00 feet; thence S. 65°46'11" W., 40.00 feet  
to the "TRUE POINT OF BEGINNING".

Containing 0.06 acres more or less

## WELL #1

**OR 843 Pg 294**



(Record Information in O.R. Book 843, Page 294)

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East; thence S. 89°31'42" E., 1000.00 feet (S. 89°28'57" E. recorded); thence N. 00°51'28" E., 5277.70 feet; thence N. 00°29'36" E., 503.78 feet (N. 00°32'29" E. recorded) to the "TRUE POINT OF BEGINNING"; thence N. 00°29'36" E., 96.00 feet (N. 00°32'29" E. recorded); thence S. 89°30'24" E., 53.80 feet (S. 89°27'39" E. recorded); thence S. 69°20'08" E., 137.16 feet (S. 69°03'17" E., 137.3 feet recorded); thence S. 61°36'13" W., 102.05 feet; thence N. 89°08'32" W., 93.20 feet (92.80 feet recorded) to the "TRUE POINT OF BEGINNING".

Containing 0.28 acres more or less

**MONTH TO MONTH VENDORS**

| <b>NAME OF RECIPIENT</b>             | <b>ANNUAL AMOUNT</b> | <b>DESCRIPTION OF SERVICE</b> |
|--------------------------------------|----------------------|-------------------------------|
| <i>Pasco Testing Labs</i>            | <i>\$6,200.00</i>    | <i>Operation of Plant</i>     |
| <i>Mitchel Kanton Sprinklers</i>     | <i>\$9,265.00</i>    | <i>Water Line Repair</i>      |
| <i>Rose, Sundstrom &amp; Bentley</i> | <i>\$1,541.67</i>    | <i>Legal</i>                  |
| <i>William Long Contractors</i>      | <i>\$ 585.00</i>     | <i>Repairs</i>                |
| <i>Radice Corporation</i>            | <i>\$3,000.00</i>    | <i>Management Fee</i>         |

**SEWER UTILITY ASSET PURCHASE AGREEMENT**  
**PARADISE POINTE WEST, FL**

This Agreement is entered into on this 4<sup>th</sup> day of October, 1990 by and between PPW Sewer Company, Inc., a Florida corporation, (hereinafter referred to as "Seller") and Utilities, Inc. of Florida, a Florida corporation (hereinafter referred to as "Purchaser").

**WITNESSETH**

WHEREAS the Seller is the owner of a sewer collection and treatment system which has been installed to provide central sewer service to approximately 720 residences constructed in the Paradise Pointe West, Summertree, and Arborwood at Summertree subdivisions, located in Pasco County, Florida, and more fully described on Exhibit 1, attached, (hereinafter referred to as the "Property"); and

WHEREAS Purchaser is engaged through its operating divisions in the business of furnishing water and sewer service to the public in various communities throughout Florida. Purchaser desires to acquire, and Seller desires to sell the sewer collection and treatment facilities (the "Facilities") installed to provide sewer service to the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I**

**Representations by Seller**

Seller represents and warrants that:

- 1) Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public sewage treatment and collection system.
- 2) Seller is, and at the closing (the "Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances.
- 3) Seller has obtained from the Florida Public Service Commission (hereinafter referred to as the "Commission") a Certificate of Public Convenience and Necessity, and authorization and approval of rates, rules and regulations for sewer service within the Property.

- 4) Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities deemed necessary or desirable by Seller in connection with the purchase of the Facilities from Seller as contemplated herein. The parties recognize that Commission approval is required, as more fully discussed in Article II herein.
- 5) Attached hereto as Exhibit 2 is a detail of the Facilities of Seller to be acquired in "as is" condition by Purchaser pursuant to this Agreement. The engineering plans and specifications for the Facilities have been attached hereto as Exhibit 3.
- 6) Attached hereto as Exhibit 4 is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:
  - (a) All pending or threatened action at law, suits in equity or administrative proceedings relating to the Facilities and involving Seller;
  - (b) All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Property.
  - (c) All real estate in the Property owned by Seller to be transferred hereunder, upon which the sewage treatment facilities are currently located and which have been reserved for future treatment facilities.
- 7) Except as indicated in Exhibit 4, Seller has, or at the Closing will have, all necessary permits, licenses and, to the best of Seller's knowledge and belief, all easements (including sufficient rights to access) for its sewer utility business; the Facilities of Seller have been installed within the easements relating thereto and in accordance with any necessary permits or licenses; the Facilities of Seller have been constructed and will be capable of operation in accordance with at least the minimum standards, requirements, rules and regulations of all governmental bodies, and regulatory agencies which may have jurisdiction thereover.
- 8) Except as indicated in Exhibit 4, there are no pending or threatened actions at law or suits in equity relating to the Facilities, or any pending or threatened proceedings before the Commission or any other governmental agency.
- 9) Except as indicated in Exhibit 4, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.
- 10) Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other

parties, whereunder such purchases or other parties have acquired any interest in the Facilities used or to be used in rendering service to them.

- 11) Between the date hereof and the Closing, the sewer utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's books, accounts, and other records and physical properties relating to the Facilities.
- 12) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
- 13) No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

## **ARTICLE II**

### **Representations By Buyer**

Buyer represents and warrants that:

- 1) Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Buyer's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public sewage treatment and collection system.
- 2) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Buyer.

## **ARTICLE III**

### **Commission Approval**

Any and all obligations of the Seller and the Purchaser under this Agreement are contingent upon the granting by the Commission of the necessary certificates, permits and/or orders to enable the Purchaser to fulfill its obligations herein. The cost of the transfer proceedings before the Commission shall be borne by the Purchaser. The Seller agrees to provide such information as is reasonably required by the Commission to obtain approval of the transfer and to establish the original cost rate base (hereinafter referred to as "Rate Base") of the Seller.

**ARTICLE IV**  
**CLOSING AND PURCHASE PRICE**

**1) Closing**

- (a) The Closing hereunder shall take place on \_\_\_\_\_, at the offices of Seller's counsel, or at such other time and place as Seller and Purchaser may agree upon.
- b) At the Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver to Purchaser:
- (i) such good and sufficient warranty deeds, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate used or to be used for sewage treatment in the Property, free and clear of liens and encumbrances of every nature;
  - (ii) all of the files, documents, papers, agreements, books of account, customer lists, original ~~test~~ invoices, engineering drawings, and records pertaining to the <sup>Sewer</sup> ~~water~~ business conducted by Seller in the Property, other than its minute books and stock records, and any other records reasonably needed by Seller;
  - (iii) all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its sewer utility business; and
  - (iv) a title insurance policy in an amount of \$5,000 for each parcel of the real estate listed on Exhibit 4 showing good and marketable title in Purchaser, subject only to the standard title exceptions.
- (c) At the Closing and from time to time thereafter, Seller shall, at the request of Purchaser, take all action necessary to put Purchaser in actual possession and operating control of the Seller's Facilities and shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action as Purchaser may request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Seller's Facilities, to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.

2) Purchase Price

The Purchase Price (the "Purchase Price") shall consist of an initial purchase payment and a final purchase payment.

a) Initial Purchase Payment

Seller represents and warrants that the Commission Staff has completed a preliminary original cost study of the sewer system, (hereinafter referred to as the "Preliminary Estimate") which shows the Rate Base for the Facilities (not including working capital) of approximately \$69,000.

The amount of the initial purchase payment to be paid by Purchaser to Seller at the Closing shall be \$20,000 (twenty thousand dollars). At the time of Closing, the initial purchase payment shall also be increased by the amount of any cash or accounts receivable (which Seller represents and warrants will be collected at their face amount) transferred by Seller to Purchaser and decreased by any liabilities (current, accrued, long-term or other) assumed by Purchaser.

b) Final Purchase Payment

Due to the uncertainty as to how the Commission will treat the investment in the wastewater treatment plant and facilities which are contemplated to be abandoned, the final purchase payment will be deferred until the conclusion of the certificate transfer and rate case to be filed by Purchaser immediately after the Closing.

Within 10 days upon determination by the Commission of the Seller's approved Rate Base at the time of Closing for the used and useful Facilities, a final purchase payment will be made by Purchaser to the Seller equal to \$70,000 (seventy thousand dollars), plus or minus the difference between the Commission approved Rate Base (less working capital), and the Preliminary Estimate. Thus, if the Preliminary Estimate is affirmed as the Commission approved Rate Base, the final purchase payment, will be equal to the sum of \$70,000.

Purchaser shall use its best efforts to convince the Commission to include the abandonment of the wastewater treatment plant in the Rate Base. If the Commission does not include the wastewater treatment plant in Rate Base, but

allows its value to be recovered in some other specific manner, then such value shall be used as the determination of the final purchase payment instead of Rate Base.

Seller acknowledges that soon after Closing, Purchaser will make expeditious investments in Facilities improvements and additional Facilities in order to comply with increased regulatory and environmental standards and requirements. Any increase in the Rate Base attributable to said additional Facilities investments made by the Purchaser shall not be included in the final purchase payment determination, as set forth in the preceding paragraph.

### **3) Conditions to Purchaser's Obligations**

All obligations of Purchaser under this Agreement are subject to:

- a) the performance by Seller of its obligations to be performed hereunder, to the continued accuracy in all material respects of the representations and warranties of Seller contained in this Agreement and to the further condition that Seller shall not have suffered, on account of fire, flood, tornado, riot, accident or other calamity, or on account of any labor trouble, any loss which substantially and adversely affects the value of its utility assets or business (whether or not such loss has been insured).
- b) the concurrent execution by Seller and Purchaser of the Water Utility Asset Purchase Agreement.
- c) the execution within five days of Closing by Purchaser and Pasco County of a satisfactory bulk Wastewater Treatment Agreement.

## **ARTICLE V**

### **General**

- 1) Purchaser understands and agrees that it is acquiring the Facilities from Seller in "as is" condition.
- 2) Upon purchase of the Facilities of Seller, Purchaser agrees to supply all customers within the Property with adequate and customary sewer service, and to operate, maintain and repair all Facilities acquired herein.

- 3) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 4) Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser:

Utilities, Inc. of Florida  
2335 Sanders Road  
Northbrook, IL 60062  
Attn: Perry B. Owens  
Chairman & Chief Executive Officer

If to Seller:

PPW Sewer Company, Inc.  
5728 Major boulevard  
Suite 700  
Orlando, Florida 32819-7996  
Attn: O. Don Louher

Delivery when made by registered or certified mail, shall be deemed complete upon mailing.

- 5) The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 6) This Agreement shall be governed by the laws of the State of Florida.
- 7) The representations and warranties contained herein shall survive, and continue in effect, after the Closing. Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Seller by Purchaser; Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished, or to be furnished to Purchaser by Seller.
- 8) If this Agreement is not executed by Seller prior to October 4th, 1990 then the terms and conditions herein are waived with no further obligations or responsibility to either party.

- 10) Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other parties, whereunder such purchases or other parties have acquired any interest in the Facilities used or to be used in rendering service to them.
- 11) Between the date hereof and the Closing, the water utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's books, accounts, and other records and physical properties relating to the Facilities.
- 12) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
- 13) No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

## **ARTICLE II**

### **Representations By Buyer**

Buyer represents and warrants that:

- 1) Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Buyer's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water supply and distribution system.
- 2) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Buyer.

## **ARTICLE III**

### **Commission Approval**

Any and all obligations of the Seller and the Purchaser under this Agreement are contingent upon the granting by the Commission of the necessary certificates, permits and/or orders to enable the Purchaser to fulfill its obligations herein. The cost of the transfer proceedings before the Commission shall be borne by the Purchaser. The Seller agrees to provide such information as is reasonably required

9) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

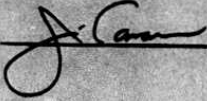
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Utilities, Inc. of Florida

By

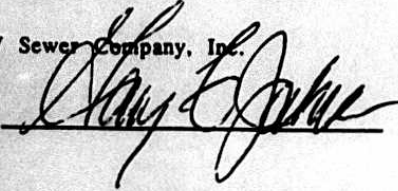
  
Chairman & Chief Executive Officer

ATTEST:

  
\_\_\_\_\_

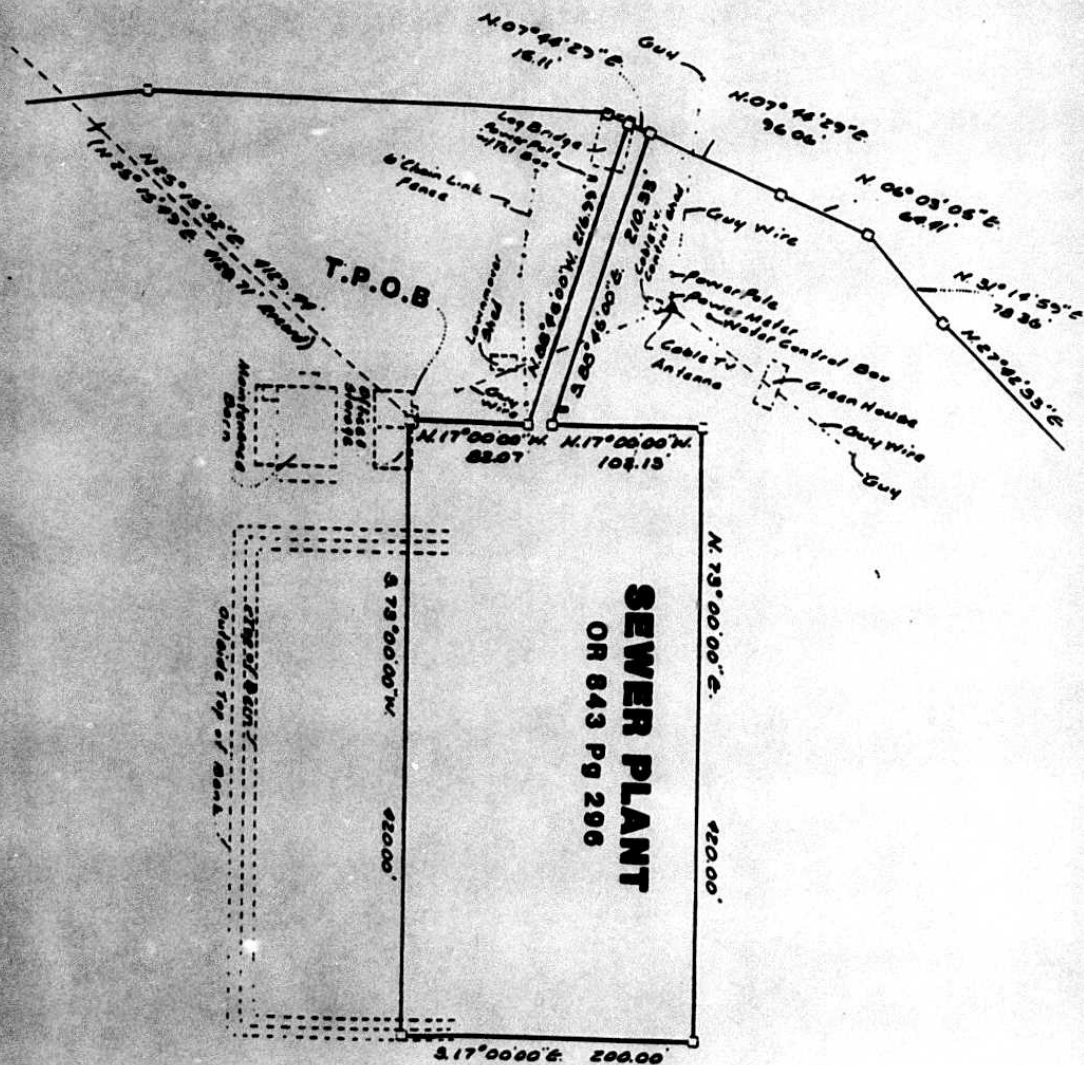
PPW Sewer Company, Inc.

By

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

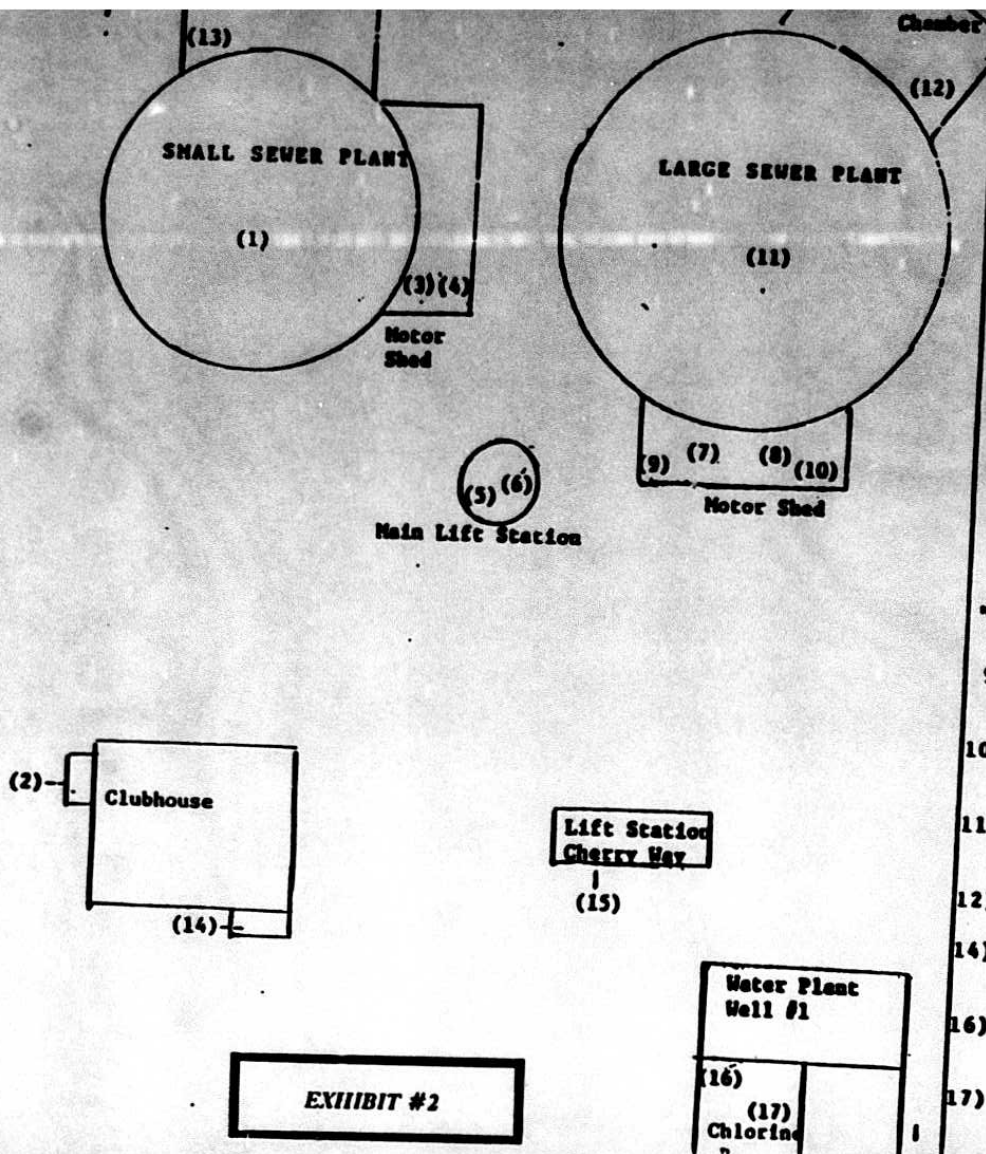


**SEWER PLANT SITE**  
(Record Information in O.R. Book 843, Page 296)

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East; thence N. 25°15'32" E., 4129.44 feet (N. 25°15'49" E., 4128.71 feet recorded) to the "TRUE POINT OF BEGINNING"; thence N. 17°00'00" W., 82.07 feet; thence N. 88°45'00" W., 216.99 feet; thence N. 07°44'29" E., 15.11 feet; thence S. 88°45'00" E., 210.33 feet; thence N. 17°00'00" W., 102.13 feet; thence N. 73°00'00" E., 420.00 feet; thence S. 17°00'00" E., 200.00 feet; thence S. 73°00'00" W., 420.00 feet to the "TRUE POINT OF BEGINNING".

Containing 2.00 acres more or less





# MECHANICAL EQUIPMENT MAINTAINED BY PASCO TESTING

- 1) 1/16 H.P. Shaded Pole Motor (top of plant)  
1 year old - Radice
- 2) 4 H.P. Hydra-matic Sump Pump  
New January 1983 - Radice
- 3) 5 H.P. 1 Phase 1700 R.P.M. Motor (original)  
4 MB Fuller Blower. 1 year old - Radice
- ~~4) 5 H.P. 1 Phase 1700 R.P.M. Motor (original)  
4 MB Fuller Blower (original)~~
- 5) 1 1/2 H.P. Hydra-matic Sewer Pump. 2 years old
- 6) 1 1/2 H.P. Peabody Barnes Sewer Pump  
10 months old - Radice
- 7) 7 1/2 H.P. 1 Phase 1700 R.P.M. Rebuilt Motor. April 1983 - R  
5 MB Fuller Blower (original)
- ~~8) 7 1/2 H.P. 1 Phase 1700 R.P.M. Rebuilt Motor. August 1982  
5 MB Fuller Blower (original)~~
- 9) Spare 4 H.P. Hydra-matic Pump for Clubhouse Lift Station  
Rebuilt January 1983
- 10) New 7.5 H.P. 1 Phase 1700 R.P.M. Motor  
(Still in carton, spare for #7 or #8. April 1983)
- 11) 1/16 H.P. Shaded Pole Motor  
New October 1982 - Radice
- 12) & 13) V-100 Wallace & Tiernan Gas Chlorinators
- 14) & 15) Unknown, believed to be 4 H.P. Hydra-matic Sump.  
(original equipment)
- 16) Wallace & Tiernan V-100 Gas Chlorinator  
New Regulator April 1983. Control unit rebuilt April 1983
- 17) Wallace & Tiernan 94-100 Chemical Metering Pump  
10 months old

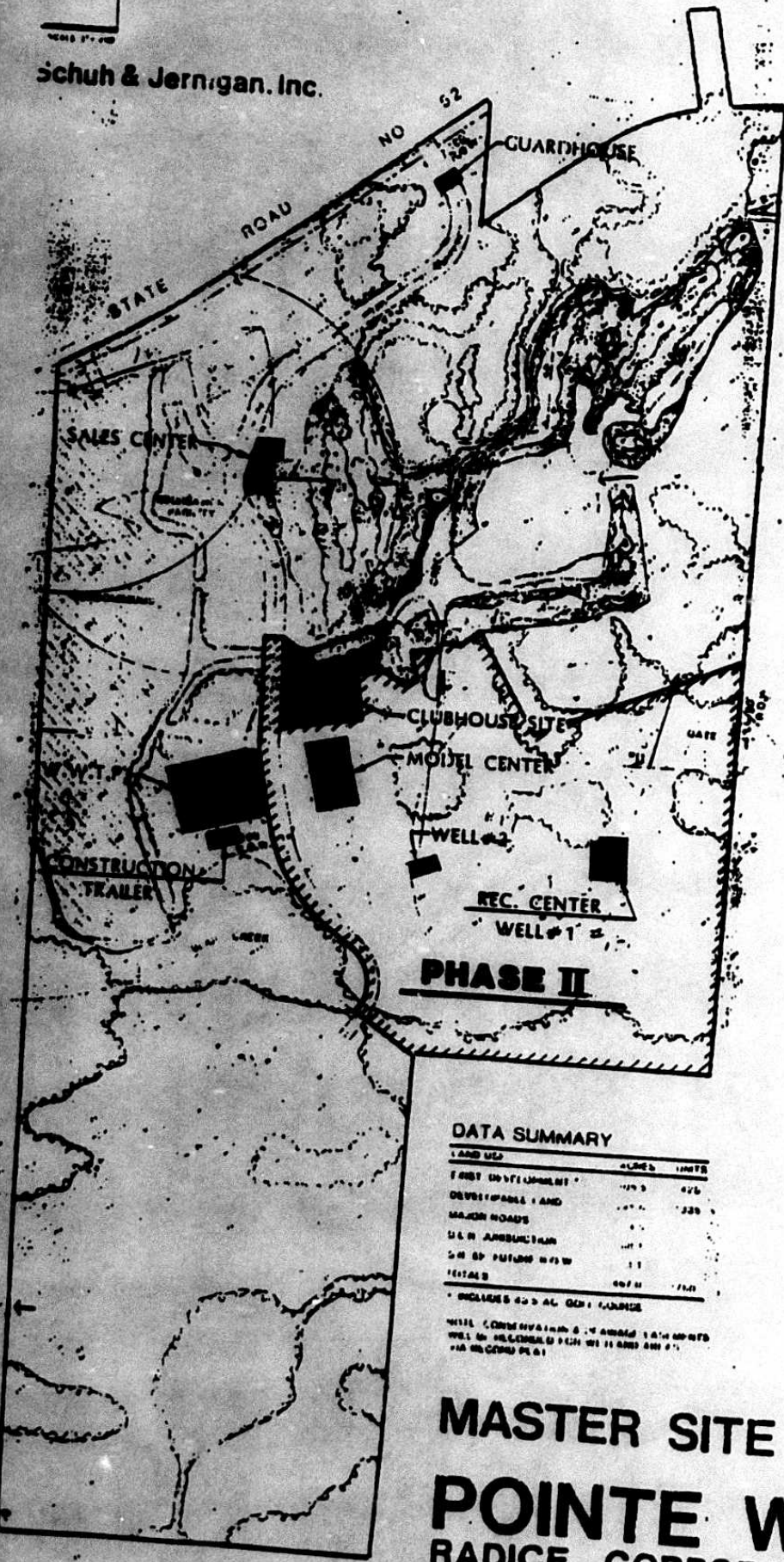
| EQUIPMENT   | DESCRIPTION  | LOCATION | CONDITION | REPLACEMENT VALUE |
|---|--|----------|-----------|-------------------|
| 7 1/2 HP Turbine Pump<br>&<br>Gas Chlorination System | General Electric Model w/Auxiliary<br>Battery Operated Generator. System<br>Operated w/Wallace & Tiernan V100<br>Model w/Scales.   | Well #1  | Fair      | \$ 2800.00        |
| Booster Pump w/CL <sup>2</sup> System                 | 1 HP Single Phase Multi-Stage;<br>Recently Rebuilt.  | Well #1  | Good      | \$ 450.00         |
| Sequestering System                                   | For Iron - Series 100 Chemical<br>Feed Pump  | Well #1  | Good      | \$ 175.00         |
| Vertical Motor  | For The Back-up Well @ Summertree;   | Well #15 | Good      | \$ 2800.00        |
| Booster Pump  | 3 Phase 20HP - General Electric<br>1 1/2 HP Single Phase: Equipped For<br>Gas CL <sup>2</sup> System. However, @ This<br>Time There Is No CL <sup>2</sup> Equipment<br>Here - Well Is Only Used As An<br>Alternative Due To High Hydrogen<br>Sulfide & Iron Content. |          |           |                   |
| Vertical Pump w/CL <sup>2</sup> System                | 20HP General Electric Model.<br>Wallace & Tiernan V100 Chlorination<br>System w/Scales.  | Well #13 | Good      | \$ 2800.00        |
| Air Compressors                                       | (2) Gast 1/6 Of 1HP Each. They<br>Automatically Add Air To Tank. Also<br>Included Is A Series 100 Chemical<br>Feed Pump For Sequestal Usage  | Well #13 | Good      | \$ 175.00         |
| Generator   | Wingo-Chrysler Engine - Battery<br>Operated.   | Well #13 | Good      | \$12000.00        |
| Booster Pump  | 1HP Single Phase Multi Stage.<br>Recently Rebuilt.   | Well #13 | Good      | \$ 450.00         |
|   |  |          |           | 18 570.00         |

11

-12-

# Lift Stations (2 Major, 3 Minor)

| Location              | Description   | Condition  | Replacement Value |
|-----------------------|---|--|-------------------|
| #1 Minor              | 1HP Sump Pump - Covers Kitchen & Men's Restroom In Recreation Area - Installed By VanBenden Construction 5 Years Ago. Concrete Setting. |  |                   |
| #2 "Very" Minor       | 1HP Sump Pump. Small Corrugated Metal Lift Station Which Serves Only The Laundry Room.  | Operates Fairly Well   | \$ 300.00         |
|                       |   | Operates Fairly Well<br>(Note: Both Stations<br>1 & 2 Are Very Old But<br>Still In Good Shape) | \$ 300.00         |
| #3 Minor - Cherry Way | At This Time It Is Being Repaired. Also Built By The VanBenden's. Is Concrete w/a Small Pump Now @ Richway Gulf Elec.                   |  | \$ 400.00         |
| #1 Major @ Summertree | 2 1HP Peabody Barnes-Septic Sewer Pumps   | Fair   | \$ 1500.00 Each   |
|                       | 1 Fuller 4MF Blower   | Fair   | \$ 1600.00        |
|                       | 1 Balder 7HP Motor Geared To Alternate w/A Missing Blower & Motor   | Fair   | \$ 475.00         |
| #2 Major @ Summertree | 1 Wallace & Tiernan V100 Gas CL <sup>2</sup> System   | Good   | \$ 1095.00        |
|                       | 2 7HP Single Phase Submersible Sewer Grinder Pumps  |  |                   |
|                       | 1 Fuller 5MB Blower   |  |                   |
|                       | 2 7HP Ajax Motors Minus A 7Hp Motor =   |  |                   |
|                       | 2 Blowers In Working Condition. Replacement Value For Missing Motor   |  | \$ 450.00         |
|                       | 1 326A Shaded Pole Motor  | Fair   | \$ 125.00         |
|                       | 1 Wallace & Tiernan V100 Gas CL <sup>2</sup> System w/ No Scales  |  | \$ 1095.00        |



DATA SUMMARY

| LAND USE           | ACRES | SQ. FT. |
|--------------------|-------|---------|
| EXIST. DEVELOPMENT | 120.5 | 425     |
| DEVELOPABLE LAND   | 107.4 | 325     |
| MAJOR ROADS        | 0.5   |         |
| SLURRY AREA        | 1.1   |         |
| SLURRY POND        | 1.1   |         |
| TOTALS             | 229.5 | 750     |

\* INCLUDES 400 AC. GEN. LANDS  
 WITH CONCRETE AND 1/4 AC. ROAD 1/4 AC. ROAD  
 WITH 1/4 AC. ROAD 1/4 AC. ROAD 1/4 AC. ROAD  
 WITH 1/4 AC. ROAD 1/4 AC. ROAD 1/4 AC. ROAD

MASTER SITE PLAN  
**POINTE WEST**  
 RADICE CORPORATION  
**EXHIBIT E**

UTILITY NAME: PPW Sewer Company, Inc.

YEAR OF REPORT  
DECEMBER 31, 19 89

**SEWER OPERATION AND MAINTENANCE EXPENSE**

| Acct. No. | Account Name  | Amount    |
|-----------|---|-----------|
| 701       | Salaries and Wages - Employees                                      |           |
| 703       | Salaries and Wages - Officers, Directors, and Majority Stockholders | \$        |
| 704       | Employee Pensions and Benefits                                      |           |
| 710       | Purchased Sewage Treatment  |           |
| 711       | Sludge Removal Expense  |           |
| 713       | Purchased Power   |           |
| 716       | Fuel for Power Production   |           |
| 718       | Chemicals   | 7,419     |
| 720       | Materials and Supplies  |           |
| 730       | Contractual Services  | 2,290     |
| 740       | Rents   |           |
| 750       | Transportation Expense  | 31,201    |
| 755       | Insurance Expense   |           |
| 765       | Regulatory Commission Expenses                                      |           |
| 770       | Bad Debt Expense  |           |
| 775       | Miscellaneous Expenses  |           |
|           |   | 784       |
|           | Total Sewer Operation And Maintenance Expense                       | \$ 41,394 |

**SEWER CUSTOMERS**

| Description                                     | Number First of Year | Additions | Disconnects | Number End of Year |
|---|----------------------|-----------|-------------|--------------------|
| Measured Service Customers by Water Meter Size: |                      |           |             |                    |
| 5/8 X 3/4"                                      | 718                  |           |             | 718                |
| 1"  | 1                    |           |             | 1                  |
| 1 - 1/2"  | 1                    |           |             | 1                  |
| 2"  |                      |           |             |                    |
| 2 - 1/2"  |                      |           |             |                    |
| 3"  |                      |           |             |                    |
| Other (Specify):                                |                      |           |             |                    |
| Unmetered Customers                             |                      |           |             |                    |
| Total Customers                                 | 720                  |           |             | 720                |

UTILITY NAME: FW Sewer Co., Inc.

**PUMPING EQUIPMENT**

YEAR OF REPORT  
DECEMBER 31, 1989

| Lift station number                     | Hydramar. | Barnes          | Meyer    |  |  |  |
|---|-----------|-----------------|----------|--|--|--|
| Make or type and nameplate data of pump | SH200     | Peabody 45GH501 | 4V30M421 |  |  |  |
| Year installed                          | 1971      | 1984            | 1986     |  |  |  |
| Rated capacity                          | 150GPM    | 220GPM          | 1256GPM  |  |  |  |
| Size                                    | 4"        | 4"              | 4"       |  |  |  |
| Power:                                  |           |                 |          |  |  |  |
| Electric                                |           |                 |          |  |  |  |
| Mechanical                              |           |                 |          |  |  |  |
| Nameplate data of motor                 | 2HP       | 7.5HP           | 3HP      |  |  |  |
|   | 1750RPM   | 1750RPM         | 1750RPM  |  |  |  |
|   | 220V/10   | 230V            | 230V     |  |  |  |

**SERVICE CONNECTIONS**

| Size (inches)   | 6"  |  |  |  |  |  |
|---|-----|--|--|--|--|--|
| Type (PVC, VCP, etc.)                                 | PVC |  |  |  |  |  |
| Average length  | 151 |  |  |  |  |  |
| Number of active service connections                  | 715 |  |  |  |  |  |
| Beginning of year                                     | 718 |  |  |  |  |  |
| Added during year                                     | 1   |  |  |  |  |  |
| Retired during year                                   | 719 |  |  |  |  |  |
| End of year   | 4   |  |  |  |  |  |
| Give full particulars concerning inactive connections |     |  |  |  |  |  |

**COLLECTING AND FORCE MAINS AND MANHOLES**

| Size (inches)                 | Collecting Mains |        |         |  | Force Mains |        |          |          |
|-------------------------------|------------------|--------|---------|--|-------------|--------|----------|----------|
|                               | 8" PVC           | 8" PVC | 10" PVC |  | 6" SDK4     | 6" STL | 4" SKB21 | 8" SKB21 |
| Type of main                  |                  |        |         |  |             |        |          |          |
| Length of main (nearest foot) |                  |        |         |  |             |        |          |          |
| Beginning of year             | 6,606            | 12,325 | 2,677   |  | 827         | 50     | 344      | 1,091    |
| Added during year             |                  |        |         |  |             |        |          |          |
| Retired during year           |                  |        |         |  |             |        |          |          |
| End of year                   | 6,606            | 12,325 | 2,677   |  | 827         | 50     | 344      | 1,091    |
| Manholes                      |                  |        |         |  |             |        |          |          |
| Size                          | 4'               | 4'     | 4'      |  |             |        |          |          |
| Type                          | SPICK            | Concr. | SPICK   |  |             |        |          |          |
| Number                        |                  |        |         |  |             |        |          |          |
| Beginning of year             | 19               | 49     | 12      |  |             |        |          |          |
| Added during year             |                  |        |         |  |             |        |          |          |
| Retired during year           |                  |        |         |  |             |        |          |          |
| End of year                   | 19               | 49     | 12      |  |             |        |          |          |

UTILITY NAME: PEW Sewer Co., Inc.

SYSTEM NAME: \_\_\_\_\_

YEAR OF REPORT  
DECEMBER 31, 19 89

### TREATMENT PLANT

|                                    |                          |       |       |
|------------------------------------|--------------------------|-------|-------|
| Manufacturer                       | -----                    | ----- | ----- |
| Type                               | -----                    | ----- | ----- |
| "Steel" or "Concrete"              | Steel-Extended Aeration  | ----- | ----- |
| Total Capacity                     | 165,000 GPD              | ----- | ----- |
| Average Daily Flow                 | -----                    | ----- | ----- |
| Effluent Disposal                  | Into 2 evaporating ponds | ----- | ----- |
| Total Gallons of<br>Sewage Treated | -----                    | ----- | ----- |

### MASTER LIFT STATION PUMPS

|                                   |            |              |       |       |       |       |
|-----------------------------------|------------|--------------|-------|-------|-------|-------|
| Manufacturer                      | Hydraulic  | SH200 (19/1) | ----- | ----- | ----- | ----- |
| Capacity                          | 4" T50 GPM | -----        | ----- | ----- | ----- | ----- |
| Motor : MFR.                      | -----      | -----        | ----- | ----- | ----- | ----- |
| Horsepower                        | 7 1/2 HP   | -----        | ----- | ----- | ----- | ----- |
| Power (Electric or<br>Mechanical) | 230 V/1Ø   | -----        | ----- | ----- | ----- | ----- |
|                                   | 1750RPM    | -----        | ----- | ----- | ----- | ----- |

### OTHER SEWER SYSTEM INFORMATION

1. Present number of ERC's \* being served -----
2. Maximum number of ERC's \* which can be -----
3. Estimated annual increase in ERC's \* 604
4. List permit numbers required by Chapter 17-4, Rules of the Department of  
Environmental Regulation (DER) for systems in operation. DO #512540
5. State any plans and estimated completion dates for any enlargements of this  
system None
6. If present systems do not meet the requirements of Chapter 17-4, Rules of  
the DER, submit the following:
  - a. Evaluation of the present plant or plants in regard to meeting the DER's  
rules.
  - b. Plans for funding and construction of the required upgrading.
  - c. Have these plans been coordinated with the DER? N/A
  - d. Do they concur? N/A
  - e. When will construction begin? N/A
7. In what percent of your certificated area have service connections been  
installed? N/A

\*  $ERC = (Total\ Gallons\ Treated / 365\ days) / 275\ Gallons\ Per\ Day$

Note: Total Gallons Treated includes both sewage treated and purchased  
sewage treatment

by the Commission to obtain approval of the transfer and to establish the original cost rate base (hereinafter referred to as the "Rate Base") of the Seller.

#### **ARTICLE IV**

#### **CLOSING AND PURCHASE PRICE**

##### **1) Closing**

- (a) The Closing hereunder shall take place on \_\_\_\_\_, at the offices of Seller's counsel, or at such other time and place as Seller and Purchaser may agree upon.
- (b) At the Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver to Purchaser:
  - (i) such good and sufficient warranty deeds, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate used or to be used for water supply and storage in the Property, free and clear of liens and encumbrances of every nature;
  - (ii) all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records pertaining to the water business conducted by Seller in the Property, other than its minute books and stock records, and any other records reasonably needed by Seller;
  - (iii) all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its water utility business; and
  - (iv) a title insurance policy in an amount of \$5,000 for each parcel of the real estate listed on Exhibit 4 showing good and marketable title in Purchaser, subject only to the standard title exceptions.
- (c) At the Closing and from time to time thereafter, Seller shall, at the request of Purchaser, take all action necessary to put Purchaser in actual possession and operating control of the Seller's Facilities and shall execute and deliver such further instruments of sale, conveyance,

**APPLICABLE ENGINEERING DOCUMENTS  
CAN BE OBTAINED THROUGH THE OFFICES OF**

**POST BUCKLEY SCHUH & JERNIGAN  
5300 West Cypress  
Tampa, Florida 33607**

**Contact: Dave Weber  
(813) 877-7275**



**NOTES:**

**ABRATOR UNIT (1)**

TANK 45' DIAM. x 14' HEIGHT - 80,100 GALLONS  
24 HOUR DETENTION TIME 1800 G.R. AIR/LB. 500

FINAL SETTLEMENT - 20,000 GALLONS - 4 HR.  
HRL. DETENTION TIME

CHLORINE CONTACT TANK - 4,257 GALLONS -  
15 MIN. DETENTION TIME  
SLUDGE HOLDING - 12,400 GALLONS

**ABRATOR UNIT (2)**

TANK 30' DIAM. x 10' HEIGHT - 60,000 GALLONS  
24 HOUR DETENTION TIME  
HRL. G.R. AIR/LB. 500

FINAL SETTLEMENT - 10,000 GALLONS - 4 1/2 HR.  
DETENTION TIME

CHLORINE CONTACT TANK - 1000 GALLONS -  
15 MIN. DETENTION TIME  
SLUDGE HOLDING - 2,000 GALLONS

**PUMP DATA (1)**

HYDROSTATS 2 S.S. REMOVABLE 10 1/2"  
DIA. 10' HIGHS 250 GPM. 40' T.A.L.  
7 1/2" J.P. 250 H.P. 2500 G. WAKE 30 BY  
IN 6" S.S.P. 8 1/2' HEIGHT.

**PERCOLATION AREA (1)**

SLABS 12"  
COVER COVERAGE AREA 24,000 SQ. FT.  
RETENTION VOLUME 124 MILLION GALLONS

**PERCOLATION AREA (2)**

24,440 SQ. FT.

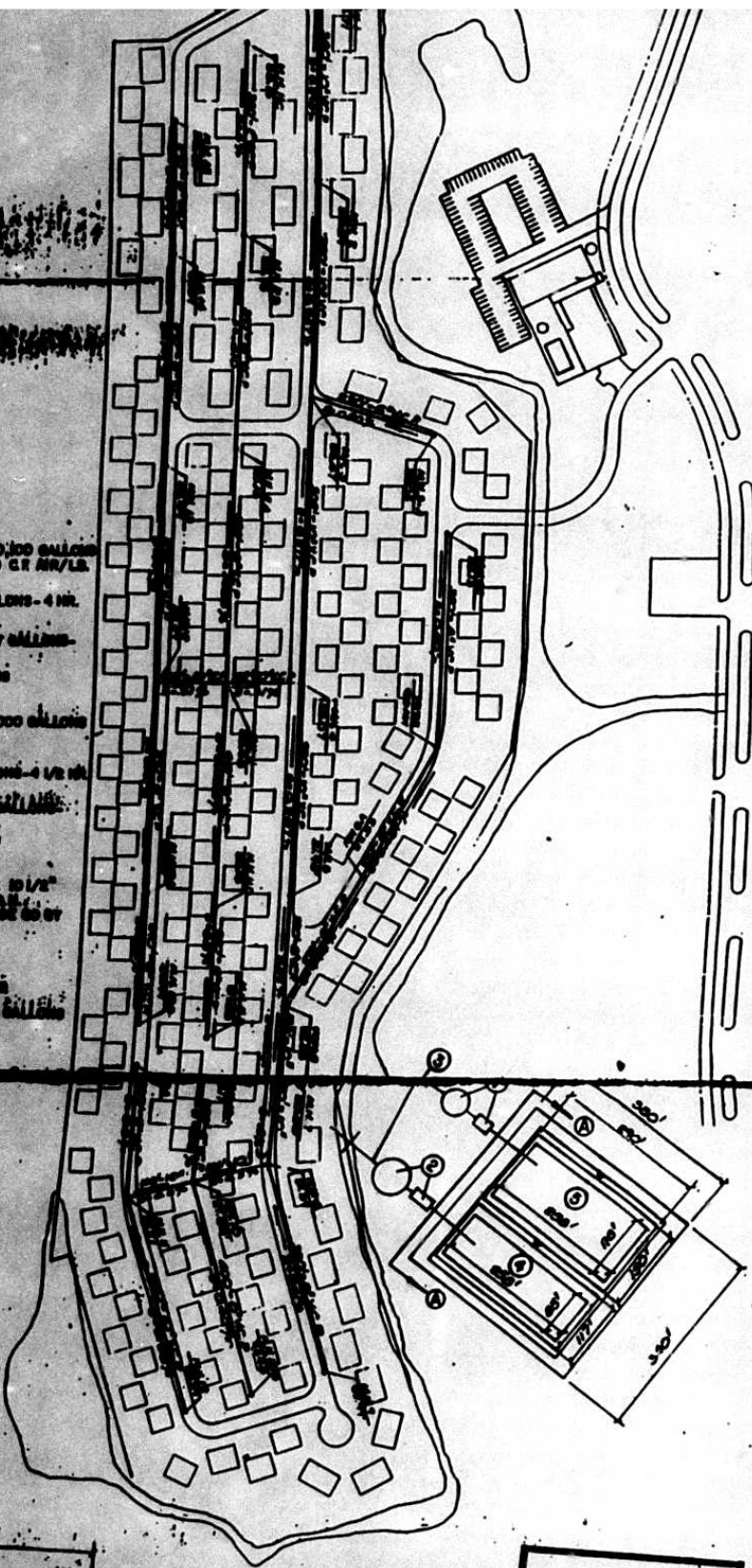


EXHIBIT #3

**POINTE WEST DEVELOPMENT**

**EXISTING SANITARY COLLECTION SYSTEM**

NOTE: INFORMATION TAKEN FROM DRAWINGS BY L.O. NESTER, CIVIL  
ENGINEER.



**Ten Broeck Associates, Inc.**  
Engineering Consultants & Surveyors  
Miami, Florida 446-3170

**SECTION - "A"**

SCALE: 1" = 100'

-19-

1000 No. 002502

Dwg. No. 80-178

**PENDING LITIGATION**

*Imposition of Penalty for late filing of 1988 Annual Report, no docket number. The Public Service Commission has imposed a penalty of \$1,272 for late filing of the 1988 Annual Report.*

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL REGULATION

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL REGULATION,

Complainant,

vs.

PARADISE POINTE WEST SEWER  
COMPANY, INC.,

Respondent.

IN THE OFFICE OF THE  
SOUTHWEST DISTRICT

OGC CASE NO. 88-1099

ALKA P.P.W. Sewer Company, Inc.  
CONSENT ORDER

This Consent Order is entered into between the State of Florida Department of Environmental Regulation ("Department") and Paradise Pointe West Sewer Company, Inc. ("Respondent"). Upon execution, this Consent Order supersedes Final Order 88-1099, issued January 31, 1990.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida charged with the responsibility to protect Florida's air and water resources and to administer and enforce the Florida Air and Water Pollution Control Act, Chapter 403, Florida Statutes, and the rules and regulations promulgated thereunder in Florida Administrative Code Chapter 17.

2. Respondent is a corporation registered to conduct business in the State of Florida. Respondent is the owner of property ("property") located east of New Port Richey, Pasco County, Florida, in the area of Latitude 28°18'48" N, Longitude 82°37'45" W, Section 8, Township 25 South, Range 17 East. Respondent operates a 0.166 MGD Type II extended aeration sewage

treatment plant with chlorinated effluent to percolation ponds of 79,500 square feet ("plant"). The plant is located on the property. Respondent's plant currently operates under Department Permit #D051-59433 which expired May 12, 1988.

3. Respondent and its representatives have been notified that the plant is not operating in compliance with Chapter 403, Florida Statutes, and the regulations promulgated thereunder through the Final Order issued January 31, 1990 and received February 5, 1990, and attached as Exhibit "A".

4. Department personnel and Respondent met to discuss and resolve the issues outlined in paragraph 3. This Order contemplates resolution of the issues through the construction of a sewer main by Pasco County into which Respondent will divert the wastewater from the plant. It is acknowledged that delays in construction of the sewer main may delay Respondent in complying with the deadlines of this Order.

THEREFORE, having reached a resolution of the matter pursuant to Florida Administrative Code Rule 17-102.110, Respondent and the Department mutually agree and it is

**ORDERED:**

5. Within 60 days of the effective date of this Consent Order, Respondent shall submit to the Department an application to construct a wastewater collection/transmission system [DER Form 17-1.205(2)] which shall direct all flow to a permitted wastewater treatment facility. In the event that the application is incomplete, within 20 days of written request from the Department for additional information required to process the application,

Respondent shall submit to the Department all requested information. Within 30 days of issuance of the collection/transmission system permit, construction of the collection/transmission system shall begin. The collection/transmission system shall be in use and all influent diverted from the plant within 90 days after permit issuance or December 31, 1990, whichever comes first.

6. Within 60 days of the effective date of this Consent Order, Respondent shall submit to the Department an abandonment plan for the plant prepared by a professional engineer registered in the State of Florida. The plan shall detail how the plant shall be abandoned in order to protect public health and safety. The plant shall be abandoned in accordance with the plan and any reasonable modifications to the plan approved by the Department within 90 days after the plant is removed from service.

7. For a period of six months from the effective date of this order, Respondent shall be authorized to operate the plant as long as the operation is in accordance with Chapters 17-3, 17-600, 17-602, and 17-19, Florida Administrative Code to the best of Respondent's ability.

8. Respondent agrees to pay the Department the sum of \$15,000.00 in settlement of the afore-mentioned violations along with \$500.00 to reimburse the Department costs for a total of \$15,500.00. Payment shall be made within 30 days of the closing on the sale of the utility system to Utilities, Inc. of Florida or within 120 days of the effective date of the Order, whichever comes first. Payment shall be made by certified check, cashier's check, or money order, made payable and sent to the

Department of Environmental Regulation "Pollution Recovery Fund", Southwest District, 4520 Oak Fair Boulevard, Tampa, Florida 33610-7347.

9. As stipulated penalties for the violations outlined in this Consent Order, Respondent agrees to pay to the Department \$100.00 per day for each and every day Respondent fails to meet any of the deadlines or fails to comply with any requirements or conditions in this Order. Failure to meet more than one deadline or requirement constitutes a separate violation for each failure. Within 45 days of written demand from the Department, Respondent shall make payment of the appropriate amount to the Department's "Pollution Recovery Fund" by certified check, cashier's check, county warrant, or money order. Payment shall be sent to the Department of Environmental Regulation, Southwest District 4520 Oak Fair Boulevard, Tampa, Florida 33610-7347. The Department may make demands for payment at any time after violations occur. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce the terms of this Consent Order. However, if any event occurs which causes delay or the reasonable likelihood of delay in the achievement of the deadlines or requirements of this Consent Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the Respondent and could not have been or cannot be overcome by Respondent's due diligence. Upon occurrence of the event, Respondent shall promptly notify the Department orally and shall within 14 calendar days, notify the

Department in writing of the anticipated length, if known, and cause of delay, and the time table by which Respondent intends to implement these measures. If the parties can agree that delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance here under shall be extended for a period equal to the delay resulting from such circumstances. Such agreement shall be confirmed by letter from the Department accepting or if necessary modifying the extension request. Respondent shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of Respondent to comply with the notice requirements of this paragraph shall constitute a waiver of Respondent's right to request an extension of the requirements of this Consent Order.

10. Respondent shall allow authorized representatives of the Department access to the property and plant at reasonable times for purposes of determining compliance with this Order and the rules and regulations of the Department.

11. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit the future violation of applicable statutes, or the rules promulgated thereunder.

12. The Department, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Consent Order, hereby waives its right to seek judicial imposition of damages, or civil or criminal penalties for alleged violations outlined in this Consent Order. Respondent waives its right to an administrative hearing pursuant to Section 120.57,

Florida Statutes, of the terms of this Consent Order. Respondent acknowledges its right to appeal the terms of this Consent Order pursuant to Section 120.68, Florida Statutes but waives that right upon signing this Consent Order.

13. Entry of this Consent Order does not relieve Respondent of the need to comply with applicable federal, state or local laws, regulations or ordinances.

14. The terms and conditions set forth in the Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, Florida Statutes. Failure to comply with terms of this Consent Order shall constitute a violation of Section 403.161(1)(b), Florida Statutes.

15. Respondent is fully aware a violation of the terms of this Consent Order may subject Respondent to judicial imposition of damages, civil penalties of up to \$10,000 per offense, and criminal penalties.

16. Persons not parties whose substantial interests are affected by this Consent Order have a right, pursuant to Section 120.57, Florida Statutes, to petition for an administrative determination (hearing) on it. The petition must conform to the requirements of Chapter 17-103 and 28-5, Florida Administrative Code and must be filed (received) in the Department's Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, within 21 days of receipt of this notice. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative determination (hearing) pursuant to Section 120.57, Florida Statutes.

17. This Consent Order is final agency action of the Department pursuant to Section 120.69, Florida Statutes, and Florida Administrative Code Rule 17-103.110(3), and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed as required by Chapter 120, Florida Statutes. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

October 4, 1990  
DATE

*A/K/A*  
*P. P.W. SEWER*  
*COMPANY, INC.*

FOR THE RESPONDENT:

*[Signature]* VP  
Paradise Pointe West Sewer  
Company, Inc.  
c/o Major Group, Inc.  
Suite 700  
5728 Major Blvd.  
Orlando, Florida 32819

DONE AND ORDERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1990, in  
Tampa, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL REGULATION

Richard D. Garrity, Ph.D.  
Deputy Assistant Secretary  
Southwest District  
4520 Oak Fair Boulevard  
Tampa, Florida 33610-7347

Copies furnished to:

Office of General Counsel  
Department of Environmental Regulation  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Marty Friedman, Esq.  
Gary Jahraus, P.E.

transfer and assignment, and take such other action as Purchaser may request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Seller's Facilities, to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.

2) **Purchase Price**

The Purchase Price (the "Purchase Price") shall consist of an initial purchase payment and a final purchase payment.

a) **Initial Purchase Payment**

Seller represents and warrants that the Commission Staff has completed a preliminary original cost study of the water system, (hereinafter referred to as "Preliminary Estimate") which shows the Rate Base for the Facilities (not including working capital) of approximately \$208,000.

The amount of the initial purchase payment to be paid by Purchaser to Seller at the Closing shall be \$208,000 (two hundred and eight thousand dollars). The initial purchase payment shall also be increased by the amount of any cash or accounts receivable (which Seller represents and warrants will be collected at their face amount) transferred by Seller to Purchaser and decreased by any liabilities (current, accrued, long-term or other) assumed by Purchaser.

b) **Final Purchase Payment**

Due to the uncertainty as to how the Commission will treat the investment in the water supply facilities, the final purchase payment will be deferred until the conclusion of the certificate transfer and rate case to be filed by Purchaser immediately after the Closing.

Within 10 days upon determination by the Commission of the Seller's approved Rate Base at the time of Closing for the used and useful Facilities, a final purchase payment will be made by Purchaser to the Seller equal to \$52,000 (fifty two thousand dollars), plus or minus the difference between the Commission approved Rate Base (less working capital), and the Preliminary Estimate. Thus, if the Preliminary Estimate is affirmed as the Commission approved Rate Base, the final purchase payment will be equal to the sum of \$52,000.

**AGREEMENT BETWEEN PPW SEWER COMPANY, INC.  
AND PASCO COUNTY**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1990, by and between PPW Sewer Company, Inc., a Florida Corporation, organized under the laws of the State of Florida, hereinafter referred to as "Paradise Point" and Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "County".

**W I T N E S S E T H:**

WHEREAS, Paradise Point has received a certificate from the Florida Public Service Commission authorizing the provision of public sewer service to an area located in the northwest portion of the County pursuant to Chapter 367.041, Florida Statutes; and,

WHEREAS, Paradise Point is seeking to expand its public wastewater system to its certificated area for the purpose of providing centralized sewer service and eliminating an interim treatment and disposal system; and,

WHEREAS, Paradise Point has requested the County to provide such bulk wastewater treatment service for its customers; and,

WHEREAS, subject to the conditions and limitations set forth herein, the County desires to provide bulk wastewater treatment services to Paradise Point for the purpose of offering centralized wastewater services from the County's Shady Hills Subregional Wastewater Treatment Plant which presently possesses sufficient excess capacity to provide such treatment; and,

WHEREAS, in conjunction with the requested service the County

**EXHIBIT #4**

Seller acknowledges that soon after Closing, Purchaser will make expeditious investments in Facilities improvements and additional Facilities in order to comply with increased regulatory and environmental standards and requirements. Any increase in the Rate Base attributable to said additional Facilities investments made by the Purchaser shall not be included in the final purchase payment determination, as set forth in the preceding paragraph.

3) Conditions to Purchaser's Obligations

All obligations of Purchaser under this Agreement are subject to the performance by Seller of its obligations to be performed hereunder, to the continued accuracy in all material respects of the representations and warranties of Seller contained in this Agreement and to the further condition that Seller shall not have suffered, on account of fire, flood, tornado, riot, accident or other calamity, or on account of any labor trouble, any loss which substantially and adversely affects the value of its utility assets or business (whether or not such loss has been insured).

**ARTICLE V**

**General**

- 1) Purchaser understands and agrees that it is acquiring the Facilities from Seller in "as is" condition.
- 2) Upon purchase of the Facilities of Seller, Purchaser agrees to supply all customers within the Property with adequate and customary water service, and to operate, maintain and repair all Facilities acquired herein.
- 3) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

- 4) Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser:

Utilities, Inc. of Florida  
2335 Sanders Road  
Northbrook, IL 60062  
Attn: Perry B. Owens  
Chairman & Chief Executive Officer

If to Seller:

PPW Water Company, Inc.  
5728 Major Boulevard  
Suite 700  
Orlando, Florida 32819-7996  
Attn: O. Don Louher

Delivery when made by registered or certified mail, shall be deemed complete upon mailing.

- 5) The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 6) This Agreement shall be governed by the laws of the State of Florida.
- 7) The representations and warranties contained herein shall survive, and continue in effect, after the Closing. Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Seller by Purchaser; Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished or to be furnished to Purchaser by Seller.
- 8) If this Agreement is not executed by Seller prior to ~~September 28, 1990~~ <sup>Oct 4, 1990</sup>, then the terms and conditions herein are waived with no further obligations or responsibility to either party.
- 9) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day  
and year above first written.

Utilities, Inc. of Florida

By 

Chairman & Chief Executive Officer

ATTEST:

 \_\_\_\_\_

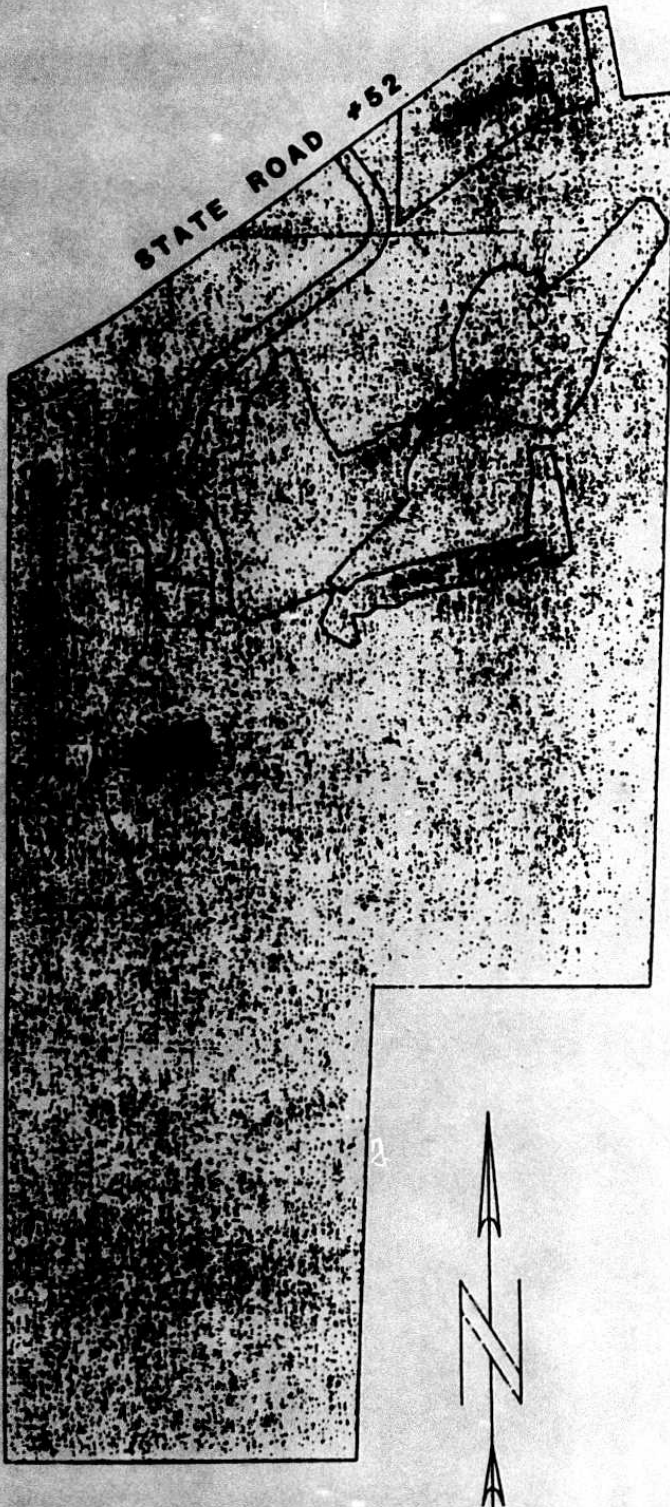
PPW Water Company, Inc.

By 

ATTEST:

\_\_\_\_\_

BEAR CREEK ESTATES (UNRECORDED)



DOCKET NOS. 47571-S, 74572-W, 760526-S, and 760527-W  
ORDER NO. 7662

General Service

Rate Schedule GS

- AVAILABILITY** - Available throughout the area served by the company.
- APPLICABILITY** - To any customer in the Paradise Pointe West, Summertree and Arborwood at Summertree Subdivisions 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** - Bi-monthly
- RATES** -           0 - 8,000 gallons per bi-monthly period           \$10.72  
                  All over 8,000 gallons per bi-monthly  
                  period per 1,000 gallons or part thereof       \$ 0.53
- MINIMUM CHARGE** - \$10.72 per bi-monthly period.
- TERMS OF PAYMENT** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** -

Patrick J. O'Brien  
Vice President, Finance

**UTILITIES, INC. OF FLORIDA**  
**WATER TARIFF - Pasco County**

**Residential Service**

**Rate Schedule RS**

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service for all purposes in private residences and individually metered apartment units in the Orangewood Subdivision.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Bi-Monthly

| <b><u>RATES</u></b> | <b><u>Meter Size</u></b> | <b><u>Base Facility Charge</u></b> | <b><u>Gallonge Charge</u></b> |
|---------------------|--------------------------|------------------------------------|-------------------------------|
|                     | 5/8" x 3/4"              | \$ 14.00                           | .81 per 1,000                 |
|                     | 1"                       | 35.00                              | .81 per 1,000                 |
|                     | 1-1/2"                   | 69.99                              | .81 per 1,000                 |
|                     | 2"                       | 111.99                             | .81 per 1,000                 |
|                     | 3"                       | 223.97                             | .81 per 1,000                 |
|                     | 4"                       | 349.96                             | .81 per 1,000                 |
|                     | 6"                       | 699.91                             | .81 per 1,000                 |

**MINIMUM CHARGE** - The applicable Base Facility Charge.

**TERMS OF PAYMENT** - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

**EFFECTIVE DATE** -

**TYPE OF FILING** -

Patrick J. O'Brien  
Vice President, Finance

Residential Service

Rate Schedule RS

- AVAILABILITY** - Available throughout the area served by the company.
- APPLICABILITY** - For water service for all purposes in private residences and individually metered apartment units in the Paradise Point West, Summertree and Arborwood at Summertree Subdivisions.
- LIMITATIONS** - Subject to all of the rules and regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Bi-monthly
- RATES** -           0 - 8,000 gallons per bi-monthly period           \$10.72  
                  All over 8,000 gallons per bi-monthly  
                  period per 1,000 gallons or part thereof       \$ 0.53
- MINIMUM CHARGE** - \$10.72 per bi-monthly period.
- TERMS OF PAYMENT** - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** -

Patrick J. O'Brien  
Vice President, Finance

Territory Served

CERTIFICATE NUMBER \_\_\_\_\_

COUNTY Pasco County

ORDER NO. \_\_\_\_\_

Paradise Pointe West, Summertree and Arborwood at Summertree Subdivisions

Township 25 South, Range 17 East

Sections 5 and 8:

Commence at the Southwest corner of said Section 8 and run S. 89° 28' 57" E., a distance of 1000.0 feet to the POINT OF BEGINNING; thence N. 00° 51' 28" E., a distance of 5277.70 feet to the North line of said Section 8; thence N. 00° 32' 21" E. a distance of 679.83 feet to the South R/W line of State Road 52; thence N. 61° 34' 03" E. along said R/W line, a distance of 380.33 feet; thence around a 3869.7 foot radius curve to the left, an arc distance of 491.55 feet, a chord bearing N. 57° 55' 48" E., length 491.02 feet; thence N. 54° 17' 33" E. along the South R/W line of State Road 52, a distance of 2043.50 feet; thence around a 1860.11 foot radius curve to the right, an arc distance of 944.70 feet, a chord bearing N. 68° 52' 35" E., length 934.43 feet; thence run S. 09° 25' 19" E., a distance of 500.25 feet; thence run N. 84° 25' 33" E., a distance of 283.60 feet, thence run S., 02° 32' 46" W., a distance of 4912.99 feet; thence run N., 89° 08' 32" W., a distance of 1495.0 feet, thence run S. 02° 32' 46" W., a distance of 2596.18 feet; thence run N., 89° 28' 57" W., a distance of 1902.57 feet to the POINT OF BEGINNING.

Patrick J. O'Brien  
Vice President, Finance

Residential Service

Rate Schedule RS

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - To all residential customers.

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

BILLING PERIOD - Bi-monthly

RATE - \$12.82 per customer bi-monthly.

MINIMUM CHARGE - \$12.82 per bi-monthly period.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Patrick J. O'Brien  
Vice President, Finance

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL  
FILE COPY

In re: Application for transfer, )  
in Pasco County, Florida, of )  
Certificate Nos. 283-W and 229-S, )  
and water and wastewater facilities )  
of PPW Water Company, Inc. and PPW )  
Sewer Company, Inc. to Utilities, )  
Inc. of Florida. )

Docket No. 900928-WS

NOTICE OF APPEARANCE OF COUNSEL

Comes Now the law firm of Rose, Sundstrom & Bentley and enters its Appearance as Counsel for PPW Water Company, Inc. and PPW Sewer Company, Inc. It is requested that copies of all further pleadings and correspondence be delivered to the undersigned.

ACK ☒  
AFA ☐  
APP ☐  
CAF ☐  
CMU ☐  
CTR ☐  
EAG ☐  
LEG ☒  
LIN ☒  
OPC ☒  
RCH ☐  
SEC ☒

Respectfully submitted this 20th day of November, 1990, by:

ROSE, SUNDSTROM & BENTLEY  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(904) 877 - 6555

*Martin S. Friedman*  
MARTIN S. FRIEDMAN  
For the Firm

CERTIFICATE OF SERVICE

WAS

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Appearance of Counsel has been forwarded by U.S. Mail to Wayne L. Schiefelbein, Esquire, Gatlin, Woods, Carlson & Cowdery, 1709-D Mahan Drive, Tallahassee, Florida 32308 this 20th day of November, 1990.

*Martin S. Friedman*  
MARTIN S. FREIDMAN

DOCUMENT NUMBER-DATE

10389 NOV 20 1990

-PSC-RECORDS/REPORTING

RECEIVED & FILED

PPSC-BUREAU OF RECORDS

desires to provide certain standards for the expansion of the Paradise Point's sewage collection system and certain requirements for the quality of effluent delivered by Paradise Point to the County for treatment.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions set forth herein, the County and Paradise Point intending to be legally bound thereby, agree as follows:

**Section 1. Purpose.**

It is the purpose and intent of this Agreement to provide for central public sewer services to existing homes and structures and future homes and structures located in the certificated area of Paradise Point and to provide for additional assurances of timely payment to the County of all costs incurred in the provision of such service by the County, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

**Section 2. Bulk Wastewater Treatment Service.**

1. Subject to the conditions and limitations set forth herein, the County, shall provide bulk wastewater treatment services to Paradise Point. Such services shall be provided through a proposed connection with Paradise Point's system. Paradise Point, agrees to change this connection, at no cost to the

County, if determined necessary by the County to continue service under this Agreement. The location and type of connection shall be approved by the County prior to the time that the work is actually performed. Such work shall be performed by Paradise Point, at its expense, and shall be supervised and directed by the County and must meet all applicable State and County standards. It shall be the responsibility of Paradise Point to furnish proof from its staff, engineer, or other appropriate source to the County's Utility Director and/or other appropriate members of the staff, of the comparability and equivalency of all such material and standards of performance as previously mentioned.

a. Paradise Point shall install, as part of its connection to the County system, an appropriate metering device(s) at all points of connection which is acceptable to the County for the purposes of determining the amount of wastewater treatment services being provided by the County pursuant to this Agreement. It shall be the responsibility of Paradise Point to pay all costs associated with the purchase, installation and repairs of such meter(s). The County shall own and operate the meter(s) and the County shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the County's wastewater collection system. Paradise Point shall also be provided reasonable access to the meter(s) for testing and reading purposes.

2. Meter Reading and Payments - the County will invoice Paradise Point on a monthly basis in accordance with meter readings

taken. Paradise Point shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the County. In the event that the payment is not made within thirty (30) days after receipt of the invoice, Paradise Point agrees to pay interest or penalties as established from time to time in the County's utility service regulations on the outstanding balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this Agreement. Paradise Point shall be liable for the costs of the purchase and installation of any meters or similar equipment or devices used to measure the amount of wastewater treated. In the event Paradise Point disputes the accuracy of any meter reading, it must demonstrate through appropriate calibration testing that the meter is either not properly calibrated or is not functioning properly.

3. Monthly Service Rate - Paradise Point agrees to pay the County a service rate of Four and 25/100 (\$4.25) Dollars per thousand gallons of wastewater treated based upon the meter readings; provided, however, this rate, including any or all components thereof, as identified in Section 1., may be adjusted upward or downward by the Board of County Commissioners from time to time in accordance with the County's rate setting procedures. The County agrees to provide notice to Paradise Point of any rate increase for bulk wastewater customers at least sixty (60) days in advance of implementing such increase under this Agreement.

4. Impact Fees - In addition to the monthly service rate Paradise Point agrees to pay impact fees to the County as follows:

a. New Development - Paradise Point agrees that any new development within its service area will pay to the County, uniform commitment and impact fees in amounts equivalent to those fees charged by the County for its retail utility customers as established from time to time by the Board of County Commissioners, which fees will be collected by the County in accordance with its Sewer Use Ordinance. However, in the event the County adopts a bulk wastewater impact fee for new development subsequent to the execution of this Agreement said new development shall pay the bulk impact fees established by the Board of County Commissioners from time to time for connections made to Paradise Point's system after such adoption. Said fees shall be paid to the County prior to connection of any new development to Paradise Point's systems and will be collected by the County in the same manner as the County collects impact fees for its utility system

b. Existing Development - Paradise Point and the County agree that no separate, upfront impact fees will be charged for existing structures or development as of the date of this Agreement which are either presently connected to Paradise Point's system or which are located in Paradise Point's approved certificated area and are to be connected to Paradise Point's System in the future.

5. Treatment Capacity - The County agrees to treat wastewater pursuant to this Agreement, provided sufficient capacity is available at the County's wastewater treatment facilities and all

appropriate permits have been obtained by Paradise Point from State regulatory agencies.

a. Paradise Point agrees to abide by the Pasco County Sewer Use Ordinance including the Regulations for Discharge to Pasco County Wastewater System, (attached as Exhibit "B"), in its entirety and as it may be changed from time to time by requirement of Federal of State authorities and/or by the County.

b. Paradise Point agrees that it shall not engage in wastewater treatment services on its own, or utilize treatment services from others during the term of this Agreement provided the County has available capacity to adequately treat wastewater flows from Paradise Point.

6. Coordination of Flows - Paradise Point will cooperate with the County to coordinate flows into the plant so that they shall not exceed the permitted per day maximum for the plant.

7. Notwithstanding any other provisions contained herein, the County shall not be liable for any damages as the result of its inability or unintentional failure to provide sewage treatment services pursuant to this Agreement either on a temporary, emergency or permanent basis. The County shall use its best efforts to provide the treatment capacity needed by Paradise Point, to service its customers. Notwithstanding the foregoing, the County reserves the right to proportionately reduce the gallonage made available under this Agreement to comply with reduced treatment capacity as restricted from time to time by governmental regulatory authorities.

8. Public Sewer Collection System - Paradise Point shall, at its expense:

a. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, master meters, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the County's wastewater system;

b. Cause to be conducted all investigations and testing that may be required in order for Paradise Point to tap into said system, including all design, construction, repair, and maintenance of said connection equipment; and,

c. Cause all sewer lines, master meters, and all other facilities required for the connection to the County system to be repaired and maintained in accordance with appropriate standards and specifications.

9. Permits - Paradise Point shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of Paradise Point's public sewer collection system. The County shall have the same responsibility as to its sewer system.

10. Quantity Deficiencies - The County shall not be liable in damages to Paradise Point in the event that the quantity of sewage to be treated under this Agreement shall be curtailed or diminished at no fault of the County.

Section 3. General Provisions.

1. This Agreement shall be executed in two counter-parts,

each of which will be considered an original. This Agreement is binding upon the successors and assignees of the parties hereto. The provisions of this Agreement constitute the entire terms and provisions of this Agreement between the parties hereto, and no amendment or alteration shall be binding unless the party affected thereby shall have executed a written instrument amending the Agreement. Whenever one party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by certified mail return receipt required. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

PASCO COUNTY:

County Administrator  
Pasco County Government Center  
7530 Little Road, Room 203  
New Port Richey, Florida 34654

Paradise Point:

These addresses may be changed by giving notice as provided for in this paragraph.

2. No waiver of breach of any of the terms of this Agreement shall be construed to be a waiver of any succeeding breach.

**Section 4. Default.**

1. If either party materially fails or defaults in keeping, performing or abiding by the terms and provisions of this Agreement, then the non-defaulting party shall give written notice to the defaulting party specifying the nature of the default. If the

defaulting party does not cure the default within thirty (30) days after the date of written notice, then this Agreement, at the option of the non-defaulting party, shall terminate. Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this Agreement without the necessity for any written notice to Paradise Point.

**Section 5. Term.**

This Agreement shall have a term of twenty-five (25) years commencing on the date of execution of this Agreement. This Agreement shall not be considered an obligation on the part of Pasco County to perform in any way other than as indicated in this Agreement. The County shall not be obligated under the terms of this Agreement to treat additional sewage from Paradise Point in or from areas outside its certificated area or other areas intended to be served by Paradise Point, all as identified on Exhibit "A", unless the County issues written notification that it does not object to such additional service. Pasco County also affirmatively states as part of this Agreement that its first responsibility is to the customers inside its own service limits and that it reserves the right to act in the best interest of those customers in all circumstances.

**Section 6. Utility System Charges.**

Paradise Point shall diligently seek and pursue any necessary Florida Public Service Commission approval to fix, revise, maintain and collect such fees, rates, rentals or other charges for the use of the products, services and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this Agreement. Paradise Point shall maintain its utility system operation and maintain accounts throughout the term of this Agreement for the purpose of paying its obligations and liabilities hereunder.

**Section 7. Miscellaneous Provision.**

1. In the event the County's performance of this Agreement is prevented or interrupted by consequent of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sink holes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmissions or other facilities, governmental rules or acts or orders or restrictions of regulations or requirements, acts or actions of any government, except the County, or public or governmental authority or commission or bond or agency or official or officer, or judgment or a restraining order or injunction of any court, the County shall not be liable for such non-performance, and

the time of performance shall be extended for such time period that the County is diligently attempting to perform.

2. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this Agreement.

3. This Agreement shall be binding upon the heirs, representatives and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives and assigns of the party. However, this Agreement shall not be assigned by Paradise Point without the express permission of the County; however, such consent shall not be unreasonably withheld by the County and such consent shall not be required for the anticipated assignment by Paradise Point to Utilities, Inc. of Florida.

4. In the event the County ever elects to exercise its power of eminent domain for the purpose of acquiring all, or any part of the utility system which may be owned by Paradise Point, the County will not be required to pay Paradise Point for any value which might be attributable to the services provided by the County under the terms of this Agreement. In other words, such services provided by the County under this Agreement shall have no residual value in the event the County seeks to condemn all, or any part, of Paradise Point's system. This shall not be construed as a waiver of any defense, including the defense of lack of authority,

Paradise Point may have to such an action by the County or to any claim for compensation as an on going business concern.

5. Paradise Point agrees that upon execution of this Agreement that it will immediately file the same with the Florida Public Service Commission for approval and Paradise Point shall use its best faith efforts to obtain such approval. Notwithstanding any other provisions of this Agreement, the same must be approved in its entirety by the Florida Public Service Commission as a condition precedent to the effectiveness of the Agreement and the effective date of this Agreement shall be the date of approval by the Florida Public Service Commission.

6. This Agreement shall superseded and replace any existing Agreement between Pasco County and PPW Sewer Company, Inc. for bulk wastewater services.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 1990, in Pasco County, Florida.

[SEAL]

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Jed Pittman  
Clerk

By \_\_\_\_\_  
Curtis L. Law  
Chairman

WITNESSES:

PPW SEWER COMPANY, INC.

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
President

APPROVED AS TO LEGAL FORM AND CONTENT  
Office of the County Attorney

By \_\_\_\_\_  
Attorney

A:\paradise.agt

## EXHIBIT "B"

customer or property owner who fails to maintain the plumbing to the extent that it may or does cause harm to the sewer facilities.

In the case of municipality or privately owned utilities, the County's responsibility for the cost of maintenance ends at the point of connection to the County's system. The County retains all rights to insist on proper maintenance of the utilities' facilities and to exclude infiltration and/or harmful wastes by the owners.

### SECTION 12. REGULATION OF DISCHARGE

- (1) Purpose - It is the purpose of this section to establish rules and regulations concerning discharges to the system, including the determination of the acceptability of discharges; the pretreatment of discharges; and establishing specific limitations on certain discharges.
- (2) Access to Premises for Inspection of Discharge - Inspection Chamber May Be Required - The Director shall at all times have free access to the premises of any user of its facilities, and free access to the premises of any person reasonably believed by the Director to be a user or possible user of its facilities, for the purpose of inspecting, sampling, or testing the discharge emanating therefrom, in order to determine whether such discharge, or potential discharge, is acceptable or unacceptable to the County. Where necessary, the Director may require the owner of any premises which discharges to the system to install a suitable inspection chamber together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the discharge, or potential discharge. Such chambers, when required, shall be constructed in accordance with plans approved by the Director. The chamber shall be installed at the owner's expense and shall be maintained by him so as to be safe and accessible at all times.

- (3) Acceptability or Unacceptability of Discharge - Determination by County - The Director shall determine the acceptability or unacceptability of any discharge to the system. Such a determination shall be made on the basis of sound engineering and operational evaluations taking into consideration the nature and concentration of the discharge, its point of entry into the system, its compatibility with other discharges in the system, its compatibility with the treatment facility receiving it, and all other factors pertinent to the effect of the discharge on any part of the system or treatment process.
- (4) Unacceptable Discharges - Unacceptable discharges shall include, but not necessarily be limited to those which have been determined by the Director to:
- (a) Contain materials or substances which would constitute a hazard to life and limb of personnel engaged in inspection, maintenance, and operation of the system.
  - (b) Contain materials or substances which are toxic as defined in these regulations.
  - (c) Contain materials or substances which are in any way deleterious to any part of the system.
  - (d) Contain concentrations of any toxic or deleterious materials or substances in excess of any limits set thereon in accordance with these regulations.
  - (e) Cause the County to incur excessive expense in the handling or treatment thereof.
  - (f) Be incompatible with the treatment process or inhibit the performance of the treatment process at a County treatment facility.

- (g) Be of such volume or contain such BOD, suspended solids, or other material load which could cause the treatment facility to exceed its design capabilities.
  - (h) Cause a treatment facility of the County to fail to meet effluent requirements set by State and Federal Regulatory agencies or cause such effluent to have a degrading effect on the receiving body of water.
  - (i) Contain viable pathogenic organisms in such quantities as to be a hazard to public health.
  - (j) Cause a treatment facility of the County to fail to meet effluent requirements as established under the County's Operation Permit for its sewage treatment plants.
- (5) Unacceptable Discharge - Refusal of Service - The Director may refuse the service of the County's facilities to any person whose discharge is determined by the Director to be unacceptable in accordance with the provisions of this section.
- (6) Unacceptable Discharges - Pretreatment Permitted - Any person whose discharge has been determined by the Director to be unacceptable in accordance with the provisions of this section may apply to the Director for Permission to pre-treat such discharge by the use of a method of pre-treatment designed to render said discharge acceptable. Any industry discharging to the County sewer system more than 50,000 gallons per day or any discharger so designated as a potential problem discharge by the Director shall comply with the following:
- (a) In order to provide for accurate sampling and measurement of industrial wastes, each designated discharger shall provide and maintain, on each of its industrial waste outlet sewers, a large manhole or sampling chamber to be

located outside or near its plant boundary line. If inside the plant fence, there shall be a gate near the sampling chamber with a key furnished to the County. There shall be ample room provided in each sampling chamber to enable convenient inspection and sampling by the County, or its agent.

- (b) Each sampling chamber shall contain a Parshall flume, accurate weir, or similar device, with a recording and totalizing register for measurement of the liquid quantity; or the metered water supply to the industrial plant may be used as the liquid quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment can be made in the metered supply to determine the liquid quantity. The measuring, totalizing, recording devices are to be supplied, installed, and maintained by the owner.
- (c) Samples shall be taken every hour, properly refrigerated and composited in proportion to the flow for a representative 24-hour sample. Such sampling shall be repeated on as many days as necessary to insure representative quantities for the entire reporting period. Industrial plants, with wide fluctuations in quantities of wastes, will require an automatic sampler paced automatically by the flow-measuring device. Minimum requirements for representative quantities shall include reevaluation during each quarterly period. The determination of representative quantities shall include not less than three consecutive days of 24-hour composite samplings taken during periods of normal operation, together with acceptable flow measurements. The frequency of sampling, sampling chamber, metering device, sampling methods, and analysis of samples shall be subject, at any time, to inspection and verification by

the County. Sampling and measuring facilities shall be such as to provide safe access for authorized personnel of the County for making such inspection and verification. Plans for sampling chambers, with their location shown on a site plan shall be submitted to the County.

- (d) The owner of each facility discharging industrial wastes shall submit monthly to the County, on forms supplied by the County, a certified statement of the quantities of its wastes discharged into the sewers and sewage works of the County or into any sewer connected therewith. Copies of pertinent water bills shall be submitted with the above statement. Such documents shall be filed with the County not later than the tenth day of the following month. A separate statement shall be filed for each industrial plant. The total quantities of wastes to be measured and certified by the owner shall be: (1) liquid in gallons, (2) five-day BOD in pounds, (3) suspended solids in pounds, on a dry solids basis, (4) total phosphorus in pounds, (5) total Kjeldahl nitrogen in pounds, and (6) COD in pounds.

- (7) Unacceptable Methods of Pre-treatment - Review by County - Refusal of Pre-treatment Method - The acceptability of a pre-treatment method for any given discharge, an application for which has been made in accordance with these regulations and the terms for the installation and use thereof, shall be reviewed and determined by the Director. Such a review shall be made on the basis of sound engineering and operational evaluations taking into consideration all factors pertinent to the effect of the discharge both before and after pre-treatment on any part of the system.

- (8) Inspection of Pre-treatment Facilities by County -

Pre-treatment facilities shall at all times be subject to inspection by the Director in order to determine if such facilities are efficiently performing the function for which they are installed.

- (9) Cost of Pre-treatment to be borne by User - All costs incident to pre-treatment and all expenses incident to the acquisition, installation, operation, maintenance, and repair of pre-treatment facilities shall be borne by the user. In addition, any extraordinary administrative or investigative expenses incurred by the County as a result of the installation and use of pre-treatment facilities shall be charged to the user.
- (10) Discharge of Certain Materials and Substances Prohibited - No person shall release or cause to be released or allow to run, leak or escape into the County's sewerage system any discharge containing any materials or substances considered by the County to be toxic as defined in these regulations or to be in any way deleterious to any part of the County's sewerage system or treatment process. Certain materials shall by their nature be considered by the County to be toxic or deleterious except in small quantities or concentrations. Such materials or substances shall include, but not necessarily be limited to:
- (a) Construction materials, ashes, clinkers, sand, mud, stone, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch manure, fur, wax, or any solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewerage system.
- (b) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases.

(c) Steam or hot water above 150° Fahrenheit (65° Centigrade).

(d) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 33° and 150° F (1° C and 65° C).

(e) Any waters or wastes having a pH lower than 5.5 or higher than 10 or having any other corrosive property apt to cause damage or hazard to structures, equipment of the sewerage system, or personnel employed in its operations.

(f) Any water or waste containing readily releasable cyanide (cyanide released at a temperature of 150°F (65°C) and pH = 2.5) in excess of 2 mg/l; any water or waste containing total cyanide in excess of 5 mg/l.

(g) Coal tar, its derivatives and waste.

(h) Any liquids or wastes containing toxic or poisonous substances in sufficient quantities or rate of flow as to injure or interfere with any of the sewage treatment process, to constitute a hazard to human beings or animals, or to create any hazard in the receiving waters.

(ii) Discharge of Certain Materials Permitted Conditionally -

Certain toxic substances and pathogenic bacteria, admission of which into the system would otherwise be prohibited, shall be acceptable in a discharge if: (1) reduced by treatment at the source to a point that will meet the general purposes of these rules and regulations or come within any applicable standards set thereon now or hereafter in accordance with these regulations, or (2) discharged in such small concentrations so as

to not be injurious to personnel, sewers, any biochemical, biological, or other sewage treatment process, or receiving waters. Such substances shall include, but not necessarily be limited to:

- (a) any alcohols, antibiotics, arsenic, arsenicals, bromine, iodine, chlorine, copper, copper salts, cresols, creosotes, fluorine, formaldehydes, mercury, mercuricals, phenols, phenol derivatives, silver, silver compounds, silvermides, toxic dyes (organic and mineral), or zinc;
- (b) any strong oxidation agents such as chromates, dichromates, permanganates, or peroxides;
- (c) any chemical compounds producing toxic, flammable, or explosive gases either upon acidification, alkalization, oxidation or reduction;
- (d) any strong reducing agents such as nitrates, sulphides, sulfitcs, and thionulphates;
- (e) any waste from industrial processes, hospital procedures or commercial processes containing viable pathogenic organisms.

- (12) Specific Limitations on Certain Materials and Substances in Discharge - Compatibility with Regulatory Agency Requirements  
- Table 1 lists the maximum allowable values for certain materials in, or characteristics of, wastewater entering the County's sewerage system. The County reserves the right to establish standards for substances not contained in this list. In setting additional standards the County will generally follow the standards of the Water Pollution Control Federation. In defining and interpreting the values in Table 1, reference shall be made to Standard Methods for the

Examination of Water and Wastewater. American Water Works Association, latest edition.

TABLE 1

| <u>Material</u><br>or<br><u>Characteristic</u> | <u>Maximum</u><br><u>Allowable</u><br><u>Value</u> |
|--|--|
| Boron  | 1.0 ppm  |
| Chromium, total                                | 10.0 ppm   |
| Copper   | 10.0 ppm   |
| Cyanides                                       | 2.0 ppm  |
| Cadmium  | 2.0 ppm  |
| Lead   | 0.1 ppm  |
| Mercury  | 2.0 ppm  |
| Nickel   | 10.0 ppm   |
| Zinc   | 10.0 ppm   |
| Iron   | 25.0 ppm   |
| Phenols  | 0.5 ppm  |
| BOD  | 210.0 ppm  |
| Suspended Solids                               | 210.0 ppm  |
| pH   | 5.5 - 9.5  |
| Temperature                                    | 105° F   |

The above limitations are intended to apply generally to all industrial users within the County's sewerage system. If and when State or Federal regulatory agency regulations require a specific pretreatment concentration for a specific industry, whichever is the more stringent concentration level between these regulations and such regulations will apply.

(13) Discharge Containing Ground Garbage - Approval of Certain Size Grinders Required - Any discharge to the County's sewerage system containing garbage may be made acceptable by means of grinding and dilution, provided however, that the installation of and operation

Examination of Water and Wastewater, American Water Works Association, latest edition.

TABLE 1

| Material<br>or<br><u>Characteristic</u> | Maximum<br>Allowable<br><u>Value</u> |
|---|--------------------------------------|
| Boron                                   | 1.0 ppm                              |
| Chromium, total                         | 10.0 ppm                             |
| Copper                                  | 10.0 ppm                             |
| Cyanides                                | 2.0 ppm                              |
| Cadmium                                 | 2.0 ppm                              |
| Lead                                    | 0.1 ppm                              |
| Mercury                                 | 2.0 ppm                              |
| Nickel                                  | 10.0 ppm                             |
| Zinc                                    | 10.0 ppm                             |
| Iron                                    | 25.0 ppm                             |
| Phenols                                 | 0.5 ppm                              |
| BOD                                     | 210.0 ppm                            |
| Suspended Solids                        | 210.0 ppm                            |
| pH                                      | 5.5 - 9.5                            |
| Temperature                             | 105° F                               |

The above limitations are intended to apply generally to all industrial users within the County's sewerage system. If and when State or Federal regulatory agency regulations require a specific pretreatment concentration for a specific industry, whichever is the more stringent concentration level between these regulations and such regulations will apply.

(13) Discharge Containing Ground Garbage - Approval of Certain Size Grinders Required - Any discharge to the County's sewerage system containing garbage may be made acceptable by means of grinding and dilution, provided however, that the installation of and operation

of any garbage grinder equipped with a motor of three-fourth (3/4) horsepower (0.75 h.p. metric) or greater, shall be subject to review and approval by the County prior to such installation and operation and to periodic inspection by the County thereafter.

(14) Discharges Containing Acids and Bases - Neutralization

Required - Any water or wastes which are unacceptable pursuant to these regulations shall be neutralized, diluted or subjected to some other acceptable method of pre-treatment in order to render it acceptable to the County in accordance with the provisions of this chapter prior to its discharge to the System. If necessary, the use of automatically operating diluting or neutralization and monitoring equipment shall be required. If, upon neutralization, the discharge is sufficiently high in ionic strength as to continue to be unacceptable, further pre-treatment shall be required.

(15) Discharge of Odors - Control by Owner Required - It shall at all times be the responsibility of the owner to eliminate or control the emission of offensive odors from building sewers to the System or the development of offensive odors in the System as the result of a discharge. Whenever the Director determines that offensive odors emanating from building sewers or resulting from a discharge are present in the System, he shall require the owner to take whatever steps are necessary to eliminate such odors from the System. The cost of any devices which may be necessary to eliminate or control such odors and all attendant expenses shall be borne by the owner.

(16) Prevention of Accidental Release of Unacceptable Substances - There shall be no connection to the System from any vessel, tank, container, or receptacle of any kind used to receive, hold, store, or in any other way handle any toxic or deleterious materials or substances, the discharge of which is prohibited by these regulations through which quantities of such

materials or substances could accidentally or otherwise be discharged directly or indirectly into the system. Persons who in the course of their business or otherwise transport, store, receive, ship, or in any other way handle or process any such materials or substances shall take precautions to prevent accidental spillage of such substances to any connection, to the system by way of floor drains, basins, catch basins, down spouts, gutters, manholes, or any other such connection. Whenever the Director determines that accidental spillage has occurred through any connection to the system as described above, he shall require the owner to eliminate the connection.

(17) Accidental Release of Unacceptable Discharge - Notification -

Charges - In the event of any accidental release to the system of any unacceptable discharge or of any substances or materials considered by the County to be toxic or deleterious as provided in this chapter, it shall be the responsibility of the user to notify the County immediately, and in no case later than one (1) hour following such a discharge, so that remedial action can be taken. Costs incurred to correct any damage resulting from such a discharge shall be charged to the user and failure to report such a discharge shall result in an additional charge of \$500 in addition to cost of correction. Each such discharge shall be considered separately and costs and charges levied accordingly. Each day on which there is such a discharge shall be and is hereby deemed to be a separate discharge and charges shall be levied accordingly. Such charges shall be collected by the County in the same manner as all other charges set by the County.

(18) Special Agreements - Application to County - Whenever necessary or expedient in order to carry out the provisions of these regulations, the County may enter into special agreements with users of the County's facilities setting forth

terms under which the discharge of such users will be acceptable to the County. Such agreements shall be made only in accordance with an application therefore made to the Board of County Commissioners.

(19) Discharge of Unpolluted Water Where Storm Sewer is Available -

Whenever separate storm and sanitary sewers are provided, required, or in use in any area of the County, all unpolluted water, roof-runoff, uncontaminated cooling water, sub-surface drainage, or unpolluted industrial process water shall be discharged to the storm sewer. Whenever, in such areas, any such unpolluted water is found to be discharged to a sanitary sewer, the Director shall require such discharge to be connected to the storm sewer at the expense of the user.

(20) Appeal From Determination Regarding Discharge - Any industrial

user whose discharge has been determined by the Director to be unacceptable in accordance with these regulations or who disagrees with any other determination of the Director hereunder may apply to the Board of County Commissioners for a review thereof in accordance with these regulations.

(21) Failure to Comply With Discharge Regulations - Charges - Any

failure to comply with any provision of this chapter in this code shall result in an additional charge against the person or premises so failing to comply in the amount of \$500.00; in addition, said person or premises shall be liable for any damages which occur to the system as a result of such failure to comply with any provision of these regulations, and each such failure to comply shall be and is hereby deemed to be a distinct and separate failure and charges shall be applied accordingly. Such charges shall be collected by the County in the same manner as all other charges set by the County.

(22) No person shall discharge or cause to be discharged any

semi-

tary wastewater into the storm sewer system without exception.

(23) Cooling and/or condensing water may be discharged to the storm sewer system only if a NPDES Permit is obtained from the FDER.

(24) The industrial users may be required to provide information needed to determine compliance with this Ordinance. These requirements may include:

- (a) Wastewaters discharge peak rate and volume over a specified time period.
- (b) Chemical analyses of wastewaters.
- (c) Information of raw materials, processes, and products affecting wastewater volume and quality.
- (d) Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control.
- (e) A plot plan of sewers of the user's property showing sewer and pretreatment facility location.
- (f) Details of wastewater pretreatment facilities.
- (g) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

#### SECTION 13. BILLING PROCEDURES

- (1) BILLING PERIODS; DUE DATE - Bills for sewage disposal service will be rendered either monthly or quarterly in connection with water bills, or for a shorter period if so stated in the applicable

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, executed this 4th day of October, 1990, that PPW WATER CO., INC., a Florida corporation, (hereinafter called the "Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) paid to the Seller by UTILITIES, INC. OF FLORIDA, a Florida corporation, (hereinafter called "Buyer"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Buyer, its successors and assigns, the personal property described as:

(1) All installed water supply facilities of every kind and description whatsoever located in Pasco County, including but not limited to, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, service connections and all other physical facilities and property installations used in connection with the water treatment plant and distribution system located in Pasco County.

(2) Seller's interest in any and all rights of way and easements of any nature used in connection with the afore-described water system.

(3) Rights granted to the Seller under any franchises and or certificates, immunities, privileges, permits, licenses, license rights, prescriptive rights, easements, consents, grants, ordinances, leaseholds, rights-of-way, and all rights to construct, maintain and operate plants and systems for the procuring, distribution and transmission of water relating to the

aforesaid water system located in Pasco County, and every rights of every character whatsoever in connection therewith, including specifically, but no in any way as a limitation of the generality of the foregoing rights granted to the Seller under any Franchises and/or Certificates of Public Convenience and Necessity.

(4) All prints, plans, engineering reports, surveys, plats and original tracings relating to the water system referred to in paragraph 1 above.

(5) All of the Seller's current customer records and meter books pertaining to the operation of the aforescribed water system.

AND THE SELLER does hereby covenant with the Buyer that the Seller is the lawful owner of the above-referenced property; that said property is free from all encumbrances; that the Seller has good right to and lawful authority to sell the same; and that the Seller does hereby fully warrant the title to the same, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Seller has caused its name to be signed hereunto by its Vice President and its corporate seal to be affixed as of the day and year first above written.

PPW WATER CO., INC.

[Corporate Seal]

By:

  
Gary E. Jahraus  
Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that before me personally appeared Gary E. Jahraus, Vice President of PPW Water Co., Inc., to me known to be the person named in the foregoing Bill of Sale, as his free act and deed as such officer for the uses and purposes therein mentioned and he affixed thereto the official seal of the said corporation.

WITNESS my hand and official seal this 4th day of October, 1990.

*Suzette M. Gray*  
Notary Public  
My Commission Expires  
NOTARY PUBLIC STATE OF FLORIDA AT LA204  
MY COMMISSION EXPIRES MARCH 14, 1994  
BONDED THRU HUCKLEBERRY & ASSOCIATES

g:\atty\ppw\bosw

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, executed this 4th day of October, 1990, that PPW SEWER CO., INC., a Florida corporation, (hereinafter called the "Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) paid to the Seller by UTILITIES, INC. OF FLORIDA, a Florida corporation, (hereinafter called "Buyer"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Buyer, its successors and assigns, the personal property described as:

(1) All installed sewage treatment, collection and effluent disposal facilities located in Pasco County, including but not limited to, treatment plants, disposal facilities, collection lines, pumping stations, service connections and all other physical facilities and property installations used in connection with the sewage collection, treatment and disposal systems located in Pasco County.

(2) Seller's interest in any and all rights of way and easements of any nature used in connection with the afore-described sewer system.

(3) Rights granted to the Seller under any franchises and or certificates, immunities, privileges, permits, licenses, license rights, prescriptive rights, easements, consents, grants, ordinances, leaseholds, rights-of-way, and all rights to construct, maintain and operate plants and systems for the collection, treatment and disposal of sewage relating to the aforesaid

sewer system located in Pasco County, and every rights of every character whatsoever in connection therewith, including specifically, but no in any way as a limitation of the generality of the foregoing rights granted to the Seller under any Franchises and/or Certificates of Public Convenience and Necessity.

(4) All prints, plans, engineering reports, surveys, plats and original tracings relating to the sewer system referred to in paragraph 1 above.

(5) All of the Seller's current customer records and meter books pertaining to the operation of the aforescribed water system.

AND THE SELLER does hereby covenant with the Buyer that the Seller is the lawful owner of the above-referenced property; that said property is free from all encumbrances; that the Seller has good right to and lawful authority to sell the same; and that the Seller does hereby fully warranty the title to the same, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Seller has caused its name to be signed hereunto by its Vice President and its corporate seal to be affixed as of the day and year first above written.

PPW SEWER CO., INC.

[Corporate Seal]

By:

  
Gary E. Jahraus  
Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that before me personally appeared Gary E. Jahraus, Vice President of PPW Sewer Co., Inc., to me known to be the person named in the foregoing Bill of Sale, as his free act and deed as such officer for the uses and purposes therein mentioned and he affixed thereto the official seal of the said corporation.

WITNESS my hand and official seal this 4th day of October, 1990.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 14, 1994  
BONDED THRU HUCKLEBERRY & ASSOCIATES

9/19/90  
g:\atty\ppw\boss

**UTILITIES, INC. OF FLORIDA  
SYSTEMS SERVED**

| <u>County</u> | <u>Development Name</u> | <u>Service</u> |
|---------------|-------------------------|----------------|
| Lake          | Amber Hill              | W              |
|               | Clermont I - Four Winds | "              |
|               | Clermont II             | "              |
|               | Crescent West           | "              |
|               | Highland Point          | "              |
|               | Lake Ridge Club         | "              |
|               | The Oranges             | "              |
|               | The Vistas              | "              |
| Marion        | Golden Hills            | W              |
| Orange        | Crescent Heights        | W              |
|               | Davis Shores            | "              |
|               | Druid Isle              | "              |
| Pasco         | Orangewood Village      | W              |
| Pinellas      | Lake Tarpon Mobil Homes | W              |
| Seminole      | Bear Lake Manor         | W              |
|               | Crystal Lake            | "              |
|               | Jansen                  | "              |
|               | Little Wekiva           | "              |
|               | Oakland Hills           | W+S            |
|               | Oakland Shores          | W              |
|               | Park Ridge              | "              |
|               | Phillips Section        | "              |
|               | Ravenna Park            | W+S            |
|               | Trailwoods Estates      | "              |
|               | Weathersfield           | "              |

Tax I. D. Number

WARRANTY DEED

THIS WARRANTY DEED made the 4th day of October, 1990, by PPW WATER CO., INC., a Florida corporation, hereinafter called the grantor, to UTILITIES, INC. OF FLORIDA, a Florida corporation, whose post office address is 2335 Sanders Road, Northbrook, Illinois 60062, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, receipt thereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Pasco County, Florida, viz:

Water plant sites as more fully described in Exhibit "A", attached hereto and made part hereof.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes occurring subsequent to December 31, 1989.

IN WITNESS WHEREOF, the said grantor has hereunto set its hand and seal the day and year first above written.

PPW WATER CO., INC.

(Corporate Seal)

By: 

Gary E. Jahraus, Vice President  
5728 Major Boulevard, Suite 700  
Orlando, Florida 32819

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of October, 1990, by Gary E. Jahraus, Vice President of PPW WATER CO., INC., a Florida corporation.

  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 14, 1994  
BONDED TIRU HUCKLEBERRY & ASSOCIATES

This Instrument Prepared by Martin S. Friedman, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

TEA PLANT SITE

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East;  
thence S. 89°31'42" E., 1000.00 feet (S. 89°28'57" E. recorded); thence  
N. 00°51'28" E., 5277.70 feet; thence N. 00°29'36" E., 503.78 feet (N. 00°32'29" E.  
recorded) to the "TRUE POINT OF BEGINNING"; thence N. 00°29'36" E., 96.00 feet  
(N. 00°32'29" E. recorded); thence S. 89°30'24" E., 53.80 feet (S. 89°27'39" E.  
recorded); thence S. 69°20'08" E., 137.16 feet (S. 69°03'17" E., 137.3 feet  
recorded); thence S. 61°36'13" W., 102.05 feet; thence N. 89°08'32" W., 93.20 feet  
(S. 89°08'32" W., 93.20 feet recorded) to the "TRUE POINT OF BEGINNING".

Containing 0.28 acres more or less

TEA PLANT SITE

Parcel of land in the Southwest 1/4 of Section 5, Township 25 South, Range 17 East,  
Alachua County, Florida, being further described as follows:  
Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East;  
thence N. 17°58'27" E., 5675.51 feet (N. 17°58'36" E., 5674.75 feet recorded) to the  
"TRUE POINT OF BEGINNING"; thence N. 24°13'49" W., 60.00 feet; thence N. 65°46'11" E.,  
60.00 feet; thence S. 24°13'49" E., 60.00 feet; thence S. 65°46'11" W., 40.00 feet  
to the "TRUE POINT OF BEGINNING".

Containing 0.06 acres more or less

EXHIBIT A

Tax I. D. Number

WARRANTY DEED

THIS WARRANTY DEED made the 4th day of October, 1990, by PPW SEWER CO., INC., a Florida corporation, hereinafter called the grantor, to UTILITIES, INC. OF FLORIDA, a Florida corporation, whose post office address is 2335 Sanders Road, Northbrook, Illinois 60062, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, receipt thereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Pasco County, Florida, viz:

Parcels 2, 2A and 2B as more fully described in Exhibit "A", attached hereto and made part hereof.

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

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

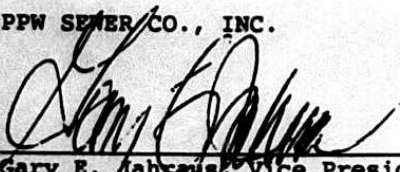
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes occurring subsequent to December 31, 1989.

IN WITNESS WHEREOF, the said grantor has hereunto set its hand and seal the day and year first above written.

PPW SEWER CO., INC.

(Corporate Seal)

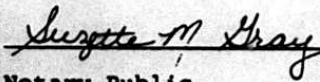
By:

  
Gary E. Jahraus, Vice President  
5728 Major Boulevard, Suite 700  
Orlando, Florida 32819

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of October, 1990, by Gary E. Jahraus, Vice President of PPW SEWER CO., INC., a Florida corporation.

  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 14, 1994  
BONDED THRU HUGHESBERRY & ASSOCIATES

This Instrument Prepared by Martin S. Friedman, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

LEGAL DESCRIPTION  
PARCEL 2

SEWER PLANT SITE

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East; thence N. 25°15'32" E., 4129.44 feet (N. 25°15'49" E., 4128.71 feet recorded) to "TRUE POINT OF BEGINNING"; thence N. 17°00'00" W., 82.07 feet; thence N. 88°45'00" W., 5.99 feet; thence N. 07°44'29" E., 15.11 feet; thence S. 88°45'00" E., 0.33 feet; thence N. 17°00'00" W., 102.13 feet; thence N. 73°00'00" E., 0.00 feet; thence S. 17°00'00" E., 200.00 feet; thence S. 73°00'00" W., 0.00 feet to the "TRUE POINT OF BEGINNING".

Containing 2.00 acres more or less

LEGAL DESCRIPTION  
PARCEL 2A

That portion of Section 8, Township 25 South, Range 17 East, Pasco County, Florida being further described as follows:

Commence at the Southwest corner of said Section 8; thence along the South line of Said Section, S. 89°31'42" E., 1000.00 feet; thence leaving said line along the East line of BEAR CREEK ESTATES, Units 1, 2, and 3, all being unrecorded plats, N. 00°51'28" E., 3468.92 feet to the boundary of POINT WEST CONDOMINIUM as recorded in Plat Book 12, Pages 9 through 11, Pages 25 through 27, Pages 40 through 43, Pages 87 through 90, and Plat Book 13, Pages 19 through 21, Pages 50, 51, 68 and 69 of the Public Records of Pasco County, Florida; thence along said boundary the following: N. 69°55'58" E., 33.95 feet; thence S. 20°01'20" E., 420.00 feet; thence S. 63°46'33" E., 102.98 feet; thence S. 88°12'36" E., 320.16 feet; thence N. 56°18'36" E., 162.23 feet; thence N. 23°56'33" W., 425.97 feet; thence N. 15°25'41" W., 312.34 feet; thence N. 07°44'29" E., 30.89 feet to the POINT OF BEGINNING; thence N. 07°44'29" E., 96.06 feet; thence N. 06°03'05" E., 64.41 feet; thence N. 31°14'59" E., 78.36 feet; thence leaving said plat boundary, S. 59°13'02" E., 91.55 feet; thence S. 39°19'44" E., 47.20 feet; thence S. 75°27'54" E., 44.55 feet; thence N. 82°53'00" E., 26.23 feet; thence S. 15°26'00" E., 23.16 feet; thence S. 73°00'00" W., 66.76 feet to the boundary of a sewer plant site as recorded in O.R. Book 843, Page 296 of the Public Records of Pasco County, Florida; thence along said boundary the following: S. 17°00'00" E., 102.13 feet; thence N. 88°45'00" W., 210.99 feet to the POINT OF BEGINNING.

Containing 0.81 acres more or less.

EXHIBIT A

**LEGAL DESCRIPTION  
PARCEL 2B**

That portion of Section 8, Township 25 South, Range 17 East, Pasco County, Florida being further described as follows:

Commence at the Southwest corner of said Section 8; thence along the South line of Said Section, S. 89°31'42" E., 1000.00 feet; thence leaving said line along the East line of BEAR CREEK ESTATES, Units 1, 2, and 3, all being unrecorded plats, N. 00°51'28" E., 3468.92 feet to the boundary of POINT WEST CONDOMINIUM as recorded in Plat Book 12, Pages 9 through 11, Pages 25 through 27, Pages 40 through 43, Pages 87 through 90, and Plat Book 13, Pages 19 through 21, Pages 50, 51, 68 and 69 of the Public Records of Pasco County, Florida; thence along said boundary the following: N. 69°55'58" E., 33.95 feet; thence S. 20°01'20" E., 420.00 feet; thence S. 63°46'33" E., 102.98 feet; thence S. 88°12'36" E., 320.16 feet; thence N. 56°18'36" E., 162.23 feet; thence N. 23°56'33"W., 201.70 feet to the POINT OF BEGINNING; thence continue along said plat boundary, N. 23°56'33" W., 224.27 feet; thence N. 15°25'41"W., 312.34 feet; thence N. 07°44'29" E., 15.79 feet; thence leaving said plat boundary along the boundary of a sewer plant site as recorded in O.R. Book 843, Page 296 of the Public Records of Pasco County, Florida the following: S. 88°45'00" E., 216.33 feet; thence S. 17°00'00" E., 82.07 feet; thence N. 73°00'00" E., 420.00 feet; thence N. 17°00'00" W., 200.00 feet; thence leaving said boundary, N. 73°00'00" E., 93.81 feet to the West boundary of ARBORWOOD AT SUMMERTREE as recorded in Plat Book 22, Pages 50-63 of the Public Records of Pasco County, Florida and a non-tangent curve concave Easterly and having a radius of 2250.00 feet; thence Southerly along said curve and plat boundary, 664.23 feet through a central angle of 16°54'52" (CB S. 17°08'48" E., 661.82 feet); thence leaving said line non-tangent, S. 85°02'23" W., 454.89 feet; thence S. 66°03'27" W., 266.71 feet to the POINT OF BEGINNING.

Containing 7.48 acres more or less.

**EXHIBIT A**

EXHIBIT H

**UTILITIES, INC. OF FLORIDA**  
Water Tariff - All CountiesFirst Revised Sheet No. 24.1  
Cancels Original Sheet No. 24.1**Miscellaneous Service Charges**  
(Continued from Sheet No. 24.0)

regulations. When performed during regular working hours, the charge for this service shall not exceed three dollars (\$3.00). If at the customer's request, the service is performed during the hours and/or day specified the minimum charge for such service will be as specified therein:

**Schedule of Miscellaneous Service Charges**

|   |         |
|---|---------|
| Initial Connection                        | \$15.00 |
| Normal Reconnection                       | \$15.00 |
| Violation Reconnection                    | \$15.00 |
| Premises Visit (in lieu of disconnection) | \$10.00 |

• **After Hours Fee (does not apply in Pinellas County)**

|  |        |
|--|--------|
| 5:00 p.m. thru 8:00 a.m. Monday thru Friday          | \$5.00 |
| All hours on Saturday, Sunday, and<br>Legal Holidays | \$5.00 |

- **Note** - If the Company's actual costs exceed the minimum charges provided herein, the Company will be reimbursed for its actual costs by the customer.

**EFFECTIVE DATE:** September 15, 1990**TYPE OF FILING****Patrick J. O'Brien**  
Vice President, Finance

**NOTICE OF APPLICATION FOR THE TRANSFER OF**  
**WATER AND WASTEWATER UTILITY**  
**LEGAL NOTICE**

Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate Nos. 283-W and 229-S and water and wastewater facilities of PPW Water Company, Inc. and PPW Sewer Company, Inc. to Utilities, Inc. of Florida, 200 Weathersfield Ave., Altamonte Springs, FL 32714, to authorize the provision of service by Utilities, Inc. of Florida to the following described territory in Pasco County, Florida.

**DESCRIPTION OF TERRITORY**

**Township 25 South, Range 17 East**

**Sections 5 and 8:**

Commence at the Southwest corner of said Section 8 and run S. 89°28'57" E., a distance of 1000.0 feet to the POINT OF BEGINNING; thence N. 00°51'28" E., a distance of 5277.70 feet to the North line of said Section 8; thence N. 00°32'21" E., a distance of 679.83 feet to the South R/W line of State Road 52; thence N. 61°34'03" E. along said R/W line, a distance of 380.33 feet; thence around a 3869.7 foot radius curve to the left, an arc distance of 491.55 feet, a chord bearing N. 57°55'48" E., length 491.02 feet; thence N. 54°17'33" E. along the South R/W line of State Road 52, a distance of 2043.50 feet; thence around a 1860.11 foot radius curve to the right, an arc distance of 944.70 feet, a chord bearing N. 68°52'35" E., length 934.43 feet; thence run S. 09°25'19" E., a distance of 500.25 feet; thence run N. 84°25'33" E., a distance of 283.60 feet; thence run S. 02°32'46" W., a distance of 4912.99 feet; thence run N. 89°08'32" W., a distance of 1495.0 feet; thence run S. 02°32'46" W., a distance of 2596.18 feet; thence run N. 89°28'57" W., a distance of 1902.57 feet to the POINT OF BEGINNING.

**Exhibit I**

Any objection to said application must be filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 101 E. Gaines Street, Tallahassee, Florida 32399-0850, no later than thirty (30) days after the last date that this notice is mailed or published, whichever is later. A copy of said objections should be mailed to the attorneys for the applicant whose address is:

Wayne L. Schiefelbein  
Gatlin, Woods, Carlson & Cowdery  
1709-D Mahan Drive  
Tallahassee, Florida 32308

(904) 877-7191

10/17/90

LIST OF WATER AND SEWER UTILITIES WITHIN A 4 MILE RADIUS OF  
255 17E 05 08  
IN PASCO COUNTY  
VALID FOR 60 DAYS

PAGE 1

COUNTY: PASCO

## UTILITY NAME

## MANAGER

HUDSON UTILITIES, INC. (SU114)  
14334 OLD DIXIE HIGHWAY  
HUDSON, FL 34667-1134

ROBERT BAMMANN  
(813) 863-0205

P 256 284 019  
11-16-90

VIVA VILLAS SEWER SYSTEM (SU363)  
P. O. BOX 1064  
NEW PORT RICHEY, FL 34656-1064

F. R. COLO  
(904) 447-2991

P 256 284 018  
11-16-90

(WS065)

JASMINE LAKES SERVICE, INC. (WS128)  
10602 DEVCO DRIVE  
PORT RICHEY, FL 34668-2826

SAM Y. ALLGOOD, JR.  
(813) 848-2593

P 256 284 016  
11-16-90

PPW WATER AND PPW SEWER COMPANY, INC. (WS184)  
5728 MAJOR BLVD., SUITE 700  
ORLANDO, FL 32819-7938

O. DON LAUHER  
(407) 351-1111

P 256 284 025  
11-16-90

SOUTHERN STATES UTILITIES, INC. (WS554)  
1000 COLOR PLACE  
APOPKA, FL 32703-7753

FORREST L. LUDSEN  
(407) 880-0058

P 256 284 017  
11-16-90

10/17/90

LIST OF WATER AND SEWER UTILITIES WITHIN A 4 MILE RADIUS OF  
25S 17E 05 08  
IN PASCO COUNTY  
VALID FOR 60 DAYS

PAGE 2

LOCAL COMMISSIONS

PASCO COUNTY COMMISSION  
410 E. MERIDIAN AVE.  
DADE CITY, FL 33525

P 256 284 024  
11-16-90

There are no cities. *PPR*

TAMPA BAY REGIONAL PLANNING COUNCIL  
9455 KOGER BLVD, SUITE 219  
ST PETERSBURG, FL 33702

P 256 284 023  
11-16-90

PASCO COUNTY ADMINISTRATOR  
4025 MOONLAKE ROAD  
NEW PORT RICHEY, FL 33552

P 256 284 022  
11-16-90

ALL INCORPORATED TOWN AND  
CITY GOVERNMENT WITHIN 4  
MILES

STATE OFFICIALS

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

P 256 284 021  
11-16-90

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
101 E. GAINES STREET  
TALLAHASSEE, FL 32399-0870

P 256 284 020  
11-16-90

UTILITIES, INC. OF FLORIDA  
Water Tariff - Pasco County

Original Sheet No. 3.1

**Territory Served**

CERTIFICATE NUMBER \_\_\_\_\_

COUNTY Pasco County

ORDER NO. \_\_\_\_\_

Paradise Pointe West, Summertree and Arborwood at Summertree Subdivisions

Township 25 South, Range 17 East

**Sections 5 and 8:**

Commence at the Southwest corner of said Section 8 and run S. 89° 28' 57" E., a distance of 1000.0 feet to the POINT OF BEGINNING; thence N. 00° 51' 28" E., a distance of 5277.70 feet to the North line of said Section 8; thence N. 00° 32' 21" E. a distance of 679.83 feet to the South R/W line of State Road 52; thence N. 61° 34' 03" E. along said R/W line, a distance of 380.33 feet; thence around a 3869.7 foot radius curve to the left, an arc distance of 491.55 feet, a chord bearing N. 57° 55' 48" E., length 491.02 feet; thence N. 54° 17' 33" E. along the South R/W line of State Road 52, a distance of 2043.50 feet; thence around a 1860.11 foot radius curve to the right, an arc distance of 944.70 feet, a chord bearing N. 68° 52' 35" E., length 934.43 feet; thence run S. 09° 25' 19" E., a distance of 500.25 feet; thence run N. 84° 25' 33" E., a distance of 283.60 feet, thence run S., 02° 32' 46" W., a distance of 4912.99 feet; thence run N., 89° 08' 32" W., a distance of 1495.0 feet, thence run S. 02° 32' 46" W., a distance of 2596.18 feet; thence run N., 89° 28' 57" W., a distance of 1902.57 feet to the POINT OF BEGINNING.

Patrick J. O'Brien  
Vice President, Finance

**UTILITIES, INC. OF FLORIDA**  
**Water Tariff - Pasco County**

First Revised Sheet No. 3.3  
Cancels Original Sheet No. 3.3

**Territory Served**

**CERTIFICATE NUMBER** 107-W

**COUNTY** Pasco County

**COMMISSION ORDER(s) APPROVING TERRITORY SERVED**

| <u>Order Number</u> | <u>Date Issued</u> | <u>Docket Number</u> | <u>Filing Type</u> |
|---------------------|--------------------|----------------------|--------------------|
| 5610                | 12/27/72           | 72560-W              | Original           |
| 13178               | 04/09/84           | 830480-WU            | Transfer           |
|                     |                    |                      | Transfer           |

Patrick J. O'Brien  
Vice President, Finance

DESCRIPTION OF TERRITORIES SERVED

ORDER NO. 5610

ORANGEWOOD WATER SYSTEM

Township 26 South, Range 16 East, Pasco County

Section 29 - Tract 55.

Section 30 - Tracts 10, 11, 12, 14, 15, 16, 33, 34, 35, 36, 37, 38, 39, and 41.

ORDER NO.

PARADISE POINT WEST, SUMMERTREE AND ARBORWOOD AT SUMMERTREE SUBDIVISIONS

Township 25 South, Range 17 East

Sections 5 and 8:

Commence at the Southwest corner of said Section 8 and run S. 89° 28' 57" E., a distance of 1000.0 feet to the POINT OF BEGINNING; thence N. 00° 51' 28" E., a distance of 5277.70 feet to the North line of said Section 8; thence N. 00° 32' 21" E. a distance of 679.83 feet to the South R/W line of State Road 52; thence N. 61° 34' 03" E. along said R/W line, a distance of 380.33 feet; thence around a 3869.7 foot radius curve to the left, an arc distance of 491.55 feet, a chord bearing N. 57° 55' 48" E., length 491.02 feet; thence N. 54° 17' 33" E. along the South R/W line of State Road 52, a distance of 2043.50 feet; thence around a 1860.11 foot radius curve to the right, an arc distance of 944.70 feet, a chord bearing N. 68° 52' 35" E., length 934.43 feet; thence run S. 09° 25' 19" E., a distance of 500.25 feet; thence run N. 84° 25' 33" E., a distance of 283.60 feet, thence run S., 02° 32' 46" W., a distance of 4912.99 feet; thence run N., 89° 08' 32" W., a distance of 1495.0 feet, thence run S. 02° 32' 46" W., a distance of 2596.18 feet; thence run N., 89° 28' 57" W., a distance of 1902.57 feet to the POINT OF BEGINNING.

Patrick J. O'Brien  
Vice President, Finance

COMMUNITIES SERVED LISTING

| <u>County<br/>Name</u> | <u>Development<br/>Name</u>       | <u>Rate<br/>Schedule(s)<br/>Available</u> | <u>Sheet No.</u> |
|------------------------|-----------------------------------|---|------------------|
| Lake                   | Amber Hill                        |   |                  |
|                        | Clermont I - Four Winds           |   |                  |
|                        | Clermont II                       |   |                  |
|                        | Crescent West                     |   |                  |
|                        | Highland Point                    |   |                  |
|                        | Lake Ridge Club                   |   |                  |
|                        | Oranges, The<br>Vista I & II, The |   |                  |
|                        |                                   | General Service                           | 17.0             |
|                        |                                   | Residential Service                       | 18.0             |
|                        |                                   | Multi-Residential                         | 19.0             |
| Marion                 | Golden Hills                      | General Service                           | 17.0             |
|                        |                                   | Residential Service                       | 18.1             |
|                        |                                   | Multi-Residential                         | 19.1             |
| Orange                 | Crescent Heights                  |   |                  |
|                        | Davis Shores                      |   |                  |
|                        | Druid Isle                        |   |                  |
|                        |                                   | General Service                           | 17.2             |
|                        |                                   | Residential Service                       | 18.2             |
|                        |                                   | Multi-Residential                         | 19.2             |
| Pasco                  | Orangewood Village                | General Service                           | 17.3             |
|                        |                                   | Residential Service                       | 18.3             |
|                        |                                   | Multi-Residential                         | 19.3             |
|                        | Paradise Pointe West              |   |                  |
|                        | Summertree                        |   |                  |
|                        | Arborwood At Summertree           |   |                  |
|                        |                                   | General Service                           | 17.3A            |
|                        |                                   | Residential Service                       | 18.3A            |
|                        |                                   | Multi-Residential                         | 19.5A            |

(Continues to Sheet No. 4.1)

Patrick J. O'Brien  
Vice President, Finance

COMMUNITIES SERVED LISTING

| <u>County</u><br><u>Name</u> | <u>Development</u><br><u>Name</u> | <u>Rate</u><br><u>Schedule(s)</u><br><u>Available</u> | <u>Sheet No.</u> |
|------------------------------|-----------------------------------|---|------------------|
| Pinellas                     | Lake Tarpon Mobil Homes           | General Service                                       | 17.4             |
|                              |                                   | Residential Service                                   | 18.4             |
|                              |                                   | Multi-Residential                                     | 19.4             |
|                              |                                   |   |                  |
| Seminole                     | Bear Lake Manor                   |   |                  |
|                              | Crystal Lake                      |   |                  |
|                              | Jansen                            |   |                  |
|                              | Little Wekiva                     |   |                  |
|                              | Oakland Hills                     |   |                  |
|                              | Oakland Shores                    |   |                  |
|                              | Park Ridge                        |   |                  |
|                              | Phillips Section                  |   |                  |
|                              | Ravenna Park                      |   |                  |
|                              | Trailwood Estates                 |   |                  |
|                              | Weathersfield                     |   |                  |
|                              |                                   | General Service                                       | 17.5             |
|                              |                                   | Residential Service                                   | 18.5             |
|                              |                                   | Multi-Residential                                     | 19.5             |

Patrick J. O'Brien  
Vice President, Finance

**UTILITIES, INC. OF FLORIDA**  
**WATER TARIFF - Pasco County**

General Service

Rate Schedule GS

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - To any customer in the Orangewood Subdivision 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** - Bi-Monthly

| <b><u>RATES</u></b> | <b><u>Meter Size</u></b> | <b><u>Base Facility Charge</u></b> | <b><u>Gallage Charge</u></b> |
|---------------------|--------------------------|------------------------------------|------------------------------|
|                     | 5/8" x 3/4"              | \$14.00                            | .81 per 1,000                |
|                     | 1"                       | 35.00                              | .81 per 1,000                |
|                     | 1-1/2"                   | 69.99                              | .81 per 1,000                |
|                     | 2"                       | 111.99                             | .81 per 1,000                |
|                     | 3"                       | 223.97                             | .81 per 1,000                |
|                     | 4"                       | 349.96                             | .81 per 1,000                |
|                     | 6"                       | 699.91                             | .81 per 1,000                |

- MINIMUM CHARGE** - The applicable Base Facility Charge.
- TERMS OF PAYMENT** - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** -

Patrick J. O'Brien  
Vice President, Finance