

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Mad Hatter)
Utility, Inc. for amendment of water)
and wastewater certificates in Pasco)
County, Florida.)
_____)

Docket No. 021215-WS

**APPLICATION FOR AMENDMENT OF CERTIFICATE
FOR AN EXTENSION OF TERRITORY**

Applicant, MAD HATTER UTILITY, INC., ("MHU" or "Utility") by and through its undersigned attorneys, and pursuant to Section 367.045, Florida Statutes, applies to the Florida Public Service Commission for amendment of its water and wastewater certificates to add territory in Pasco County, Florida, and in support thereof states:

I.

APPLICANT INFORMATION

The full name and address of the Applicant is:

MAD HATTER UTILITY, INC.
1900 Land O'Lakes Boulevard
Suite 113
Lutz, FL 33549

The full name and address of the Applicant's attorney, to whom all Orders, notices, directives, correspondence and other communications shall be directed is:

ROSE, SUNDSTROM & BENTLEY
2548 Blainstone Pines Drive
Tallahassee, Florida 32301
Attn: F. Marshall Deterding

II.

NEED FOR SERVICE

MHU is a Class "B" water and wastewater utility located in Pasco County. Approximately 1/2 of the Utility's currently certificated

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MAPS FORWARDED TO ECR

territories surround State Road 54 in Sections 28, 29, 32, and 33 of Township 26 South, Range 19 East in Southern Pasco County. One portion of that existing territory is the Oak Grove subdivision which is the newest of three subdivisions in Sections 32 and 33. It is surrounded by the other two. Pasco County invaded the territory of MHU in order to attempt to serve the Oak Grove subdivision beginning approximately in 1993. The Utility brought suit in Federal Court, claiming that the County had invaded its certificated service territory and taken its property and illegally attempting to serve the Oak Grove subdivision. Meanwhile, Pasco County entered into an agreement with the developer of Oak Grove for service; agreed on specifications for construction of water and wastewater systems for such service; and ultimately began providing such service to that development. The Federal Court ultimately ruled that the Oak Grove subdivision was appropriately served by MHU and the County was required to and has, in recent months, cut lines which connect the County system to that area and has turned the internal water and wastewater systems within all of the Oak Grove subdivision over to MHU.

It has come to the attention of MHU that a small portion of the Oak Grove subdivision, which the Federal Court ruled is appropriately served by MHU, transverses a small portion of Section 33, which is not currently within the certificated service territory of MHU as described in its tariffs and Commission Orders. This is

approximately 1/16th of Section 33 and is the only portion of the Oak Grove development not currently within the certificated service territory of MHU.

The configuration of the facilities constructed by the developer of the Oak Grove subdivision, based on designs approved by Pasco County, require that the entire development be served by one central water and wastewater service provider. Now that gravity wastewater and water systems are in place to serve the entire development, any attempt to segregate the small area (less than 100 ERCs) from the remainder of the development, for service by a separate provider would be not only inefficient and contrary to the Federal Court Order, but would require the construction on redundant lines and lift stations at a cost of at least several hundred thousand dollars.

The purpose of this Application is to add the small section of Section 33 to the territory of MHU so that the entire Oak Grove development can be efficiently served through MHU without complete reconfiguration of the water and wastewater systems installed by the developer at the County's direction. This extension of territory will also allow MHU to serve the territory that the Federal Court deemed it appropriate for MHU to serve. MHU is in the best position to provide this service because of its right to serve throughout the Oak Grove subdivision, and because of the existence of service from MHU and all areas surrounding this small parcel of land.

The Utility has already entered into a developer agreement with the owner of a large commercial property in the northeast corner of this proposed territory who is in immediate need of service. Attached hereto as **Exhibit "A"** is a copy of the Developer Agreement between Eagle Creek Properties Management, Inc. and Mad Hatter Utility, Inc. Several of the single family homes included within the territory are already receiving water and wastewater utility service from MHU. This resulted from the fact that the facilities were configured by County service, such that they were inextricably connected to the facilities within MHU's existing territory and several were already receiving service when the system was turned over to MHU after the Federal Court action.

Based upon the Federal Court Order, the efficient provision of Utility services within the Oak Grove subdivision, and the current demand for service therein, MHU is seeking an amendment to its territory to include the entire Oak Grove subdivision within its certificated wastewater service. Such extension of territory is therefore in the public interest.

III. COMPREHENSIVE PLAN

Based upon a review of the water and wastewater sections of the Pasco County Comprehensive Plan, MHU believes that the provision of service to the proposed area is consistent with those water and wastewater sections of the Comprehensive Plan. The extension of

service to these areas contiguous to MHU's territory will allow for the most efficient provision of such service. Those areas are immediately contiguous on all sides to service and certificated areas currently provided water and wastewater service by MHU, and the systems lend themselves to one, and not more than one, service provider as installed by the developer at the behest of the County. The extension of water and wastewater service by MHU to the customers of these areas benefit the local community due to the proximity of the adjacent water and wastewater lines, and those already turned over to MHU by the County for service to these areas.

IV. SYSTEM INFORMATION

The water and sewer service territory amendment being proposed by the extension will service a combination of housing consisting of single family homes, multi-family homes and commercial properties.

MHU is not currently proposing any expansion of its water facilities. MHU has in place sufficient water facilities to provide service to all anticipated needs for such service within the current and proposed territories

MHC receives wastewater capacity to service the new area by bulk purchase from Pasco County. Provision for the needed bulk capacity already exists for all of the Oak Grove subdivision, pursuant to the Federal Court Order.

All water distribution and sewage collection mains are in place to service the existing and proposed territory. Those facilities are adequately sized and located to serve all of the needs within the area. The certificate amendment involves only a small area which will not significantly impact the Utility's plans for serving its service territory. The territory proposed for extension to MHU's certificated service area is currently being developed. The estimated number of potential water and wastewater ERCs is approximately 87, based upon current development approvals. No service changes will be revised by Commission approval of this Application and the changes in capacity to provide water and wastewater service to these additional territories will be minor.

MHU currently has facilities either in easements or in rights-of-way in the proposed territory, to facilitate water and wastewater service. Copies of MHU's well-site deeds are attached hereto as **Exhibit "B"**.

**V.
FINANCIAL AND TECHNICAL INFORMATION**

MHU has the requisite technical and financial ability to render service to the proposed amended territory. MHU facilities are in compliance with all applicable environmental regulations. At year-end 2001, MHU's capital structure consisted of more than \$5.5 million in total capital.

The proposed extension of service will have no impact on MHU's capital structure as the Utility was already planning to serve the subdivisions in which the lots affected by this amendment are located. In addition, the extension will not result in any significant net increase or decrease in customers to MHU's utility system.

The number of the most recent Commission Order establishing or amending MHU's rates and charges is Order No. PSC-93-0295-FOF-WS issued in February of 1993. The rates established in that general rate proceeding were amended based upon effects of index and pass-through notices filed since that time and the effect of the settlement agreement approved for Docket 961471-WS by Order No. PSC-97-1233-AS-WS.

The proposed extension of service will have no impact on MHU's monthly rates and availability charges.

**VI.
TERRITORY DESCRIPTION**

An accurate description of the territory proposed to be added and that for the territory proposed to be deleted, using township, range and section references is attached as **Exhibit "C"**.

**VII.
TERRITORY MAPS**

Attached as **Exhibit "D"** is a copy of a map showing the proposed areas to be added. Since there are facilities constructed and in use within portions of the extension area. Two copies of as-built system maps for those areas are attached as part of **Exhibit "D"**.

VIII.
NOTICE OF ACTUAL APPLICATION

Attached as **Exhibit "E"** is an affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code. A copy of the actual Notice and a list of entities noticed is attached as a part of Exhibit E.

Exhibit "F", which will be late-filed is an affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system affected by this Amendment.

Exhibit "G", which will be late-filed, is an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication will accompany the affidavit. This affidavit will be filed no later than ten days after the filing of the application.

IX.
FILING FEE

The capacity of the proposed extension will be 87 additional water and wastewater ERCs. The filing fee enclosed with the application is \$200, \$100 for water and \$100 for wastewater, based on the areas to be extended having the proposed capacity to serve less than 100 additional ERCs.

X.
TARIFF AND ANNUAL REPORTS

Attached as **Exhibit "H"** is an affidavit that the Utility has tariffs and annual reports on file with the Commission.

Attached as **Exhibit "I"** are the original and two copies of proposed revisions to MHU's tariff to incorporate the proposed change to the certificated territory.

XI.
CERTIFICATES

MHU's original Certificates were provided to the Commission as part of the filing for extension of service territory filed under Docket No. 020982-WS and are within the possession of the Commission at this time. Those should be retained by the Commission for modification within this docket as well.

WHEREFORE, the Applicant, Mad Hatter Utilities, Inc., requests that this Commission issue its Order amending the water and wastewater certificates of the applicant to include the additional territory applied for and required to be served by MHU under the Federal Court Order and the efficient use of Utility facilities.

Respectfully submitted this
6th day of December, 2002, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555


F. MARSHALL DETERDING

DEVELOPER AGREEMENT
BETWEEN
EAGLE CREEK PROPERTY MANAGEMENT, INC., LLC
AND
MAD HATTER UTILITY, INC.



Handwritten initials and a signature. On the left, the letters "EG" are written in a circle. To the right, there is a signature that appears to be "MAD" and another signature below it.

DEVELOPER'S AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of OCTOBER, 2002 by and between, EAGLE CREEK PROPERTY MANAGEMENT, INC., LLC, of 22823 Sonoma Lane, Lutz, FL 33549, and its successors and assigns, (hereinafter referred to as "DEVELOPER"), and MAD HATTER UTILITY, INC., whose business address is 1900 Land O' Lakes Blvd, Suite 107, Lutz, FL 33549, and its successors and assigns, (hereinafter referred to as "SERVICE COMPANY").

WITNESSETH

WHEREAS, DEVELOPER owns or controls land located in Pasco County, in the State of Florida, which property is more particularly described in Exhibit "A", attached hereto and made a part hereof (the Property"), and intends to develop the Property by erecting residential or commercial improvements, or one of any combination of these thereon, as provided in the Development Plan attached hereto; and

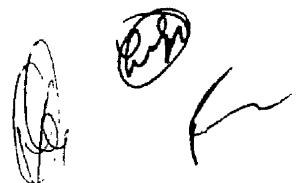
WHEREAS, DEVELOPER is desirous of having available to the Property SERVICE COMPANY'S central water, wastewater and irrigation water systems so that there may be provided to the Property and the improvements to be constructed thereon from time to time and to the occupants thereof adequate water, wastewater and irrigation water service from the central utility systems of the SERVICE COMPANY; and;

WHEREAS, the SERVICE COMPANY is willing to provide, in accordance with the provisions of this Agreement and subject to approval of the Florida Public Service Commission ("PSC"), central water, wastewater and irrigation water service, and to allow extension of its facilities to the Property and thereafter operate such facilities so that the occupants of the improvements on the Property will receive an adequate potable and irrigation water supply and wastewater collection services from SERVICE COMPANY; and,

WHEREAS, the DEVELOPER acknowledges and agrees that wastewater treatment and disposal services are presently provided by Pasco County pursuant to its ordinances, rules, regulations and the Bulk Wastewater Service Agreement existing between Pasco County and SERVICE COMPANY, but treatment locations are subject to change at the discretion of the SERVICE COMPANY; and,

WHEREAS, the DEVELOPER acknowledges and agrees that reclaimed water services may be provided by SERVICE COMPANY for irrigation water services in the future pursuant to appropriate SERVICE COMPANY rules and regulations or a future Bulk Reclaimed Water Service Agreement between Pasco County and SERVICE COMPANY, but that initial irrigation water shall be potable water; and,

WHEREAS, DEVELOPER acknowledges and agrees to comply with the bulk service



agreement for wastewater treatment services between Pasco County and SERVICE COMPANY, and DEVELOPER'S obligation thereunder to arrange for payment of all wastewater capacity fees for the Property through Pasco County prior to receiving service under this Agreement.

NOW THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, DEVELOPER and SERVICE COMPANY hereby covenant and agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and shall apply unless the context indicates a different meaning:

1.01 "Property" - all the lands legally described in Exhibit "A", and represented by DEVELOPER to be accurate and complete;

1.02 "Development Plan" - the proposed improvements to be constructed on the Property and the anticipated time for the construction thereof as set forth in Exhibit "B" attached hereto and made a part hereof;

1.03 "Phase" - refers to a part of the Property which is being or is to be developed as a unit;

1.04 "Lot or Tract" - each separate subdivided building site as platted of record or as shown on the development plan attached as part of Exhibit "B" and made a part hereof;

1.05 "Service" - the readiness and ability on the part of SERVICE COMPANY to furnish potable and irrigation water service, and wastewater service to each lot;

1.06 "Point of Delivery" - the point where the pipes or meters of SERVICE COMPANY are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery shall be at a point on the consumer's lot line;

1.07 "Consumer Installation" - all facilities on the consumer's side of the point of delivery;

1.08 "Interested Parties" - the parties executing Exhibit "C" attached hereto and made a part hereof for the purpose of subordinating their interests in the Property to this Agreement. DEVELOPER warrants that the persons executing said Exhibit "C" are all persons having an interest in the Property, other than the DEVELOPER, whether as a mortgagee, secured lien holder, tenant or otherwise.

1.09 "Contribution-in-aid-of-Construction" or "CIAC" - the sums of money designated as such and property represented by the value of any potable and irrigation water distribution, or sewage collection system constructed by DEVELOPER, which DEVELOPER agrees to contribute to



SERVICE COMPANY as a contribution-in-aid-of-construction to induce SERVICE COMPANY to provide potable and irrigation water service, and wastewater collection services to the Property.

1.10 "Master Plan" - Master Plan for SERVICE COMPANY'S potable and irrigation water, and wastewater systems prepared by SERVICE COMPANY or SERVICE COMPANY'S Engineers, as amended, or conceptual as may be modified from time to time.

1.11 "Equivalent Residential Connection" or "ERC" - the estimated average daily flow for a single-family residential unit which for all purposes of this Agreement shall be computed at three hundred fifty (350) gallons per day (gpd) for water service and two hundred eighty (280) gallons per day (gpd) for wastewater service.

1.12 "Utility Facilities" - unless otherwise described herein, shall mean the potable water distribution mains, hydrants, services, meters, and related appurtenances and equipment; wastewater collection mains, laterals, services, pumping stations, and related and appurtenances and equipment; and irrigation water mains, services, meters, and related appurtenances and equipment.


1.13 "Connection Point" - means that point in SERVICE COMPANY'S existing utility system determined by SERVICE COMPANY, where the DEVELOPER will be allowed to connect its on-site or off-site facilities.

1.14 "Reclaimed Water" - water produced by the proper treatment of wastewater effluent such that it may be used for consumer irrigation and other specified non-potable uses.

1.15 "Irrigation Water" - water provided through Utility Facilities separate and apart from the potable water and wastewater Utility Facilities, to be used for consumer irrigation of lawns, shrubs, and other vegetation. The irrigation water will be potable water, except where, as provided by this Agreement, reclaimed water is used.

SECTION 2. EASEMENTS

2.01 Grant of Easements. DEVELOPER hereby grants and gives to SERVICE COMPANY, its successors and assigns, subject to the terms of this Agreement, the exclusive right or privilege to construct, install, own, maintain, expand and operate the Utility Facilities in, under, upon, over and across the Property to serve the Property; and to provide service to the property of others in accordance with the Master Plan of SERVICE COMPANY, an exclusive right or privilege to construct, install, own, maintain, repair and operate said Utility Facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserved utility strips and utility sites, and any public place or common area as provided for, dedicated to, or otherwise available for public use, whether or not provided for in any plats, agreements, dedication or grants of record. Nothing contained herein shall be construed as granting an interest in any publicly owned property by DEVELOPER nor shall this grant in any manner be deemed as diminishing or restricting SERVICE COMPANY'S right to the use of any such publicly owned property. SERVICE



COMPANY may demand that the DEVELOPER grant or obtain easements for installation of the Utility Facilities even when parallel public rights of way exist.

2.02 Rights of Ingress and Egress. The foregoing grants include the necessary right of ingress and egress to any part of the Property upon which SERVICE COMPANY is constructing, operating or maintaining such Utility Facilities; the foregoing grants shall be for such period of time as and to the fullest extent that SERVICE COMPANY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation, repair or expansion of the Utility Facilities.

2.03 Private Property Installations. In the event Utility Facilities are to be installed in lands within or without the Property, in areas outside of streets and public ways, then DEVELOPER or the owner shall grant to SERVICE COMPANY, without cost to SERVICE COMPANY, the necessary easement or easements for such Utility Facility installation by express grant.

2.04 Errors in Line Locations. SERVICE COMPANY and DEVELOPER will use due diligence in ascertaining all easement locations; however, should SERVICE COMPANY or DEVELOPER install any of the Utility Facilities outside a dedicated easement area, SERVICE COMPANY will not be required to move or relocate any Utility Facilities lying outside a dedicated easement area, or private easement area conveyed by express grant, so long as the Utility Facilities do not interfere with the then or proposed use of the area in which the Utility Facilities have been installed, and so long as SERVICE COMPANY obtains a private easement for such line location, which DEVELOPER will grant without cost to SERVICE COMPANY if it is within its DEVELOPER'S reasonable power to make such grant. Should SERVICE COMPANY be obligated to relocate any such facility installed by DEVELOPER, then DEVELOPER shall reimburse to SERVICE COMPANY, SERVICE COMPANY'S costs reasonably incurred in connection with such relocation.

2.05 Utilization of Easement Grants. SERVICE COMPANY agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater utility industry with respect to the installation of all such Utility Facilities in any of the easement areas to serve the Property and the property of others in accordance with SERVICE COMPANY'S Master Plan; and that DEVELOPER or DEVELOPER'S successors or assigns in granting any easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than potable and irrigation water, and wastewater service.

SECTION 3. AGREEMENT TO SERVE

Upon the completion of construction of the Utility Facilities by DEVELOPER, and its inspection and acceptance by SERVICE COMPANY, and subject to the other terms of this Agreement, SERVICE COMPANY covenants and agrees that it will authorize DEVELOPER to connect the Utility Facilities installed by DEVELOPER to the central facilities of SERVICE COMPANY in

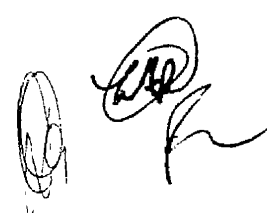
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accordance with the terms and intent of this Agreement at Connection Points approved by Service Company. Such connection shall at all times be at the expense of the DEVELOPER and in accordance with rules, regulations and orders of the SERVICE COMPANY and all applicable governmental authorities. SERVICE COMPANY agrees that once DEVELOPER has conveyed to SERVICE COMPANY all Utility Facilities constructed by DEVELOPER in accordance with this Agreement and once it provides permanent utility service to the Property and DEVELOPER or others have connected consumer installations to its system, that thereafter SERVICE COMPANY will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including all applicable rules and regulations and rate schedules, water and wastewater service to the Property in a manner to reasonably conform with all requirements of the applicable governmental authority having jurisdiction over the operations of SERVICE COMPANY.

SECTION 4. ON-SITE INSTALLATIONS

4.01 Obligation to Construct. To induce SERVICE COMPANY to continuously provide consumers located on the Property with potable and irrigation water, and wastewater services, DEVELOPER agrees to construct and to transfer ownership and control to SERVICE COMPANY as a Contribution-in-aid-of-Construction, the on-site Utility Facilities necessary to provide service to each unit within the DEVELOPER'S Property, as referred to in this Agreement. The term "on-site Utility Facilities" means and includes all Utility Facilities constructed within the boundaries of DEVELOPER'S Property, providing a network of Utility Facilities to serve each such lot or unit in the project.

4.02 Engineering Design Plans. DEVELOPER shall cause to be prepared engineering plans prepared and sealed by a professional engineer registered in the State of Florida, showing the construction plans for Utility Facilities acceptable to SERVICE COMPANY, and otherwise in accordance with the SERVICE COMPANY'S written specifications. Such detailed plans may be for the initial phase only, and subsequent phases may be furnished from time to time. However, each such phase shall conform to the Development Plan for the Property attached hereto or if not so attached such Development Plan shall be submitted to SERVICE COMPANY concurrent with or prior to submission of engineering plans for the first phase. DEVELOPER may modify its Development Plan at any time with the consent of SERVICE COMPANY, which consent shall not be unreasonably withheld provided such modification does not unduly interfere with SERVICE COMPANY'S existing facilities or commitments or increase the water or sewage capacity required by the Property. DEVELOPER shall submit a copy of the modified plan to SERVICE COMPANY. DEVELOPER shall cause its engineer to submit to SERVICE COMPANY plans and specifications governing the materials to be used by DEVELOPER and the method and manner of installation. All such plans and specifications submitted to SERVICE COMPANY'S engineer shall be subject to the approval of SERVICE COMPANY, which approval shall not be unreasonably withheld, and no construction shall commence until SERVICE COMPANY has approved such plans and specifications in writing. Prior to drafting the plans, the engineer shall contact the SERVICE COMPANY to ascertain the appropriate Connection Points for the project. DEVELOPER shall pay SERVICE COMPANY'S costs and expenses in reviewing all such plans and specifications submitted by

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DEVELOPER, which charges shall be uniform and consistent with such charges made by SERVICE COMPANY to other DEVELOPERS. At the time of submitting the plans and specifications for review, DEVELOPER shall pay a deposit for the review costs incurred by SERVICE COMPANY.

After the approval of plans and specifications, DEVELOPER shall cause to be constructed, at DEVELOPER'S own cost and expense, the Utility Facilities as shown on the plans and specifications. DEVELOPER further represents and warrants that said Utility Facilities furnished by it shall be constructed and installed in a manner satisfactory to and meeting the approval of all applicable public, governmental or other agencies having supervision, regulation, direction and control of design and construction of such Utility Facilities and services rendered in connection therewith. All construction of Utility Facilities to be constructed or installed by DEVELOPER hereunder shall be done by contractors approved in advance by SERVICE COMPANY as competent to perform such work.

After completion of construction and prior to acceptance of such improvements by SERVICE COMPANY, DEVELOPER agrees to furnish to SERVICE COMPANY: a) one (1) set of Mylar "as built" drawings showing specification locations, depth, and other appropriate details of all Utility Facilities as located by a licensed surveyor along with five (5) sets of prints of the "as built" drawings which have been sealed by the surveyor and certified by the engineer of record; b) an overlay Mylar showing actual easements granted by Developer to ensure that as-built lines were constructed within easements; c) as-builts (with easements) on "Auto-CAD" disk, layered per utility specifications; d) three (3) sets of all appropriate manuals for operation of any pumping stations and other mechanical and electrical equipment installed by DEVELOPER, as applicable; e) the results of bacteriological tests of the installed potable water lines approved by the appropriate regulatory agency; and, f) the written results of pressure tests of all mains, services and laterals to be pressurized when in service, and a VHS format tape showing wastewater main TV inspections. After inspection and acceptance, SERVICE COMPANY agrees to accept and maintain each phase of on-site construction as it is completed by DEVELOPER, except for consumer installations which are not the responsibility of SERVICE COMPANY, as hereinafter provided. DEVELOPER shall indemnify and hold SERVICE COMPANY harmless from and in respect of any repairs or replacements required to be made to said Utility Facilities conveyed by DEVELOPER to SERVICE COMPANY which occur within one (1) year from the date of the conveyance of such Utility Facilities from DEVELOPER to SERVICE COMPANY.

Simultaneously, with the conveyance of the Utility Facilities described above from DEVELOPER to SERVICE COMPANY, the DEVELOPER shall deliver to SERVICE COMPANY an executed Contract Bond in the total amount of the actual cost of construction of said Utility Facilities. The Contract Bond shall have as the surety thereon, such surety company as is authorized to write bonds of such character and amount in accordance with the laws of the State of Florida. The attorney-in-fact, or other officer who signs such Contract Bond for a surety company shall file with such Bond a certified copy of his Power of Attorney authorizing him to do so. The Contract Bond may be written either with the DEVELOPER'S Contractor as "principal" and the DEVELOPER and SERVICE COMPANY as "co-obligees" or, in the alternative, with the DEVELOPER as "principal" and the SERVICE COMPANY as "co-obligee". The Contract Bond shall remain in force for two

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(2) years following the date of final acceptance by SERVICE COMPANY of the work done pursuant to this Agreement to protect the SERVICE COMPANY against losses resulting from any and all defects in materials or improper performance of that work and with regard to the DEVELOPER'S indemnity of SERVICE COMPANY as provided above during that two (2) year period. Upon demand by the SERVICE COMPANY, the DEVELOPER shall correct or cause to be corrected all such defects which are discovered including all retesting within said warranty period or periods as set forth above, failing which SERVICE COMPANY shall make such repairs and/or replacements of defective work and/or materials and the DEVELOPER and/or its surety shall be liable to SERVICE COMPANY for all of its costs arising therefrom.

4.03 Meter Installations. DEVELOPER shall be required to pay the applicable charge (as set by SERVICE COMPANY from time to time) for meters and meter installations of sufficient capacity for all single-family, residential, multi-family, mobile home, commercial installation or any other connection requiring a measuring device.

4.04 Inspection of Work. During the construction of the water distribution and sewage collection systems by DEVELOPER, DEVELOPER'S engineer shall inspect the proper installation of Utility Facilities by the contractor, and when construction is completed, shall supervise the standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the plans and specifications, good engineering practices and SERVICE COMPANY'S written requirements for said testing. SERVICE COMPANY shall have the right, but is not obligated to review and observe such installations and testing to determine compliance with the plans and specifications. SERVICE COMPANY shall not supervise the construction or control the quality of the installation, and shall not be deemed to have done so by its conduct of observing and reviewing the installation and testing.. DEVELOPER'S engineer shall coordinate at least one (1) preconstruction meeting with SERVICE COMPANY, and shall coordinate all testing dates with SERVICE COMPANY. DEVELOPER agrees to pay to SERVICE COMPANY, or SERVICE COMPANY'S authorized agent, a reasonable sum to cover the cost of inspection of installations made by DEVELOPER or DEVELOPER'S contractor, which charge shall be uniform and consistent with such charges made by SERVICE COMPANY to others. DEVELOPER shall place a deposit for said work by SERVICE COMPANY at the time the construction plans are submitted for review by SERVICE COMPANY.

4.05 Transfer of Title. Prior to the rendering of service by SERVICE COMPANY, DEVELOPER shall convey to SERVICE COMPANY, by itemized bill of sale, in form satisfactory to SERVICE COMPANY'S counsel, the Utility Facilities as constructed by DEVELOPER and approved by SERVICE COMPANY, free and clear of all liens or encumbrances of any form. DEVELOPER shall execute any and all documents necessary to ensure that the Utility Facilities are free and clear of all said liens or encumbrances to the satisfaction of SERVICE COMPANY'S legal counsel. DEVELOPER shall further cause to be conveyed to SERVICE COMPANY all easements and/or rights-of-way covering areas in which water and wastewater lines are installed, by recordable document in form satisfactory to SERVICE COMPANY'S counsel. DEVELOPER agrees to grant all real property utilized for wastewater pumping stations by warranty deed in a form acceptable to



SERVICE COMPANY. Proof of title may be required or obtained by SERVICE COMPANY at DEVELOPER'S expense. The use of easements granted by DEVELOPER shall not preclude the use by other utilities of these easements, such as for cable television, telephone or gas utilities. SERVICE COMPANY agrees that the acceptance of the Utility Facilities installed by DEVELOPER shall constitute the assumption or responsibility by SERVICE COMPANY for the continuous operation and maintenance of such systems from that date forward, subject, however, to the two (2) year indemnity of DEVELOPER and the surety provided for above.

Mortgagees, if any, having prior liens on such property, or other interested parties, as applicable, shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to SERVICE COMPANY assurance by way of a "non-cut-off agreement", that in the event of a foreclosure, mortgagee would continue to recognize the easement rights of SERVICE COMPANY and the other rights of SERVICE COMPANY under this Agreement, as long as SERVICE COMPANY substantially complies with the terms of this Agreement. All Utility Facilities, except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way with SERVICE COMPANY'S express approval.

The Contributor's construction cost records shall be in sufficient detail so that the Service Company can determine the description of each item being contributed, together with the cost related thereto paid for by the Contributor. Said cost shall include, but not be limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering.

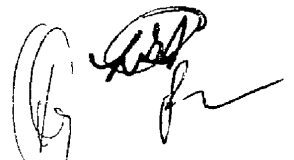
SECTION 5. OFF-SITE INSTALLATIONS

Where applicable, and as required by the approved engineering plans and specifications, DEVELOPER shall construct and install any Utility Facilities required to extend SERVICE COMPANY'S existing facilities from the Connection Point(s) to the Property. The construction of all such off-site installations and the conveyance of same to SERVICE COMPANY, shall be governed by all the terms and provisions of Section 4 above as applicable thereto. SERVICE COMPANY may, if provided in Exhibit "D" attached hereto and made a part hereof, elect to construct certain of such off-site Utility Facilities through its own selected engineering contractor, and in such event DEVELOPER shall be responsible for payment of the actual and direct costs of such off-site Utility Facilities as provided in Exhibit "D" attached hereto and made a part hereof and the cost of their installation, which payment shall be a condition precedent to the initial rendering of service. The construction and transfer of the Utility Facilities including, without limitation, engineering, easements, construction, testing, inspections, warranties, indemnification and hold harmless, bond, transfer documentation, shall be performed as required for on-site Utility Facilities above.

SECTION 7.

WATER AND WASTEWATER CAPACITY CHARGES AND OTHER CHARGES

In addition to the contribution of the on-site and off-site water distribution and sewage



collection systems as provided above, and further to induce SERVICE COMPANY to provide water and sewage treatment plant and effluent disposal capacities, DEVELOPER hereby agrees to pay to SERVICE COMPANY, as a further contribution-in-aid-of-construction, the water capacity charges set forth on Exhibit "D", attached hereto and made a part hereof and in addition thereto such other charges as are set forth on said Exhibit "D". The payment by DEVELOPER of all sums set forth in Exhibit "D", in accordance with the terms and the manner set forth therein, shall be considered essential to the continued performance by SERVICE COMPANY of the terms and conditions of this Agreement. In the event that the DEVELOPER'S project is developed in phases, capacity may, at the option of SERVICE COMPANY, be planned for or reserved for those phases for which a capacity charge has actually been paid, regardless of the payment timing provided in Exhibit "D". In addition to the fees mentioned in Exhibit "D", the DEVELOPER agrees to pay all Pasco County's fees for wastewater treatment plant capacity as required by the Bulk Service Agreement between SERVICE COMPANY and Pasco County.

Upon execution of this Agreement and payment of all fees as provided herein, SERVICE COMPANY shall make reasonable efforts in the planning, permitting and construction of the new water treatment plant capacity necessary to provide service to DEVELOPER within a reasonable time. It is mutually agreed, however, that the aforesaid reservation of treatment plant capacity by SERVICE COMPANY does not guarantee initiation of service to the DEVELOPER on any date certain in the event that SERVICE COMPANY is prohibited, limited or restricted from making such connections or from providing potable water to, or from receiving and disposing of wastewater flow from the DEVELOPER'S Property, by any local, State or Federal governmental agencies having jurisdiction over such matters, until such time as said prohibition, limitation or restriction is removed or amended to SERVICE COMPANY'S reasonable satisfaction. This limitation on commencement of service specifically includes any litigation or administrative hearing processes delaying issuance of any permits required to serve the project, whether that litigation is initiated by third parties, or by the SERVICE COMPANY if SERVICE COMPANY deems such litigation or administrative hearings are reasonably necessary. In any such event, DEVELOPER agrees that SERVICE COMPANY shall not be liable or in any way responsible for any costs or losses incurred by DEVELOPER including, without limitation, the costs or losses incurred as a result of delays in providing service because of such local, State or Federal governmental regulation, intervention or control, or litigation over permit issuance.

Exhibit "D" is provided for informational purposes only. Payment of the sums set forth in Exhibit "D" does not and will not result in SERVICE COMPANY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. SERVICE COMPANY shall not be obligated to refund to DEVELOPER any portion of such sums for any reason whatsoever, nor shall SERVICE COMPANY pay any interest or rate of interest upon such sums. If in the sole opinion of SERVICE COMPANY, all reasonable legal and administrative actions for the necessary approvals to provide service to DEVELOPER have been exhausted, and SERVICE COMPANY remains unable to provide service to DEVELOPER, SERVICE COMPANY shall refund the Capacity Fees paid under Exhibit "D", if applicable.



Neither DEVELOPER nor any person or entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim, lien or interest in and to the contributions or to any of the Utility Facilities and properties of SERVICE COMPANY, and all prohibitions applicable to DEVELOPER with respect to no refund of any such charges or contributions, no interest payment on said charges or contributions and otherwise, are applicable to all persons or entities, except for that which may be provided in Exhibit "D".

Any user or consumer of potable or irrigation water service or wastewater service shall not be entitled to offset any bill or bills rendered by SERVICE COMPANY for such service or services against the contributions or charges. DEVELOPER shall not be entitled to offset the contributions or charges against any claims or claims of SERVICE COMPANY.

SECTION 8. DISPOSITION OF CAPACITY

The water and wastewater system capacity allotment assigned to DEVELOPER herein cannot, and shall not, be assigned, transferred, leased, encumbered or disposed of in any manner by DEVELOPER, unless:

(a) DEVELOPER has obtained the prior written consent of SERVICE COMPANY (and as to wastewater system, Pasco County) to such an assignment, sale or disposition, or

(b) The assignment is in direct connection with a bona fide sale of the Property to which the system capacity reserve relates, and SERVICE COMPANY is notified in writing of such assignment and has consented to same. SERVICE COMPANY will not unreasonably withhold its consent to an assignment made in direct connection with a bona fide sale of the Property nor any other assignment made within six (6) years of the date of this Agreement, provided the Assignee shall:

(i) If SERVICE COMPANY shall so require, enter into a new Developer Agreement with SERVICE COMPANY whereby SERVICE COMPANY shall reserve for such Assignee the unused capacity reserved for the Assignor hereunder in accordance with the terms and conditions of SERVICE COMPANY'S Service Availability Policy and tariffs then in effect; or

(ii) If a new Developer Agreement is not entered into between such Assignee and SERVICE COMPANY, assume all of the duties and obligations of the Assignor under this Agreement; and

(iii) Pay all of SERVICE COMPANY'S legal and administrative costs incurred in connection with such new Developer Agreement or Assignment, as applicable.

In no instance shall any sale or assignment of system capacity reserved be made by DEVELOPER for a consideration which is more than that amount actually paid by DEVELOPER

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to reserve the capacity. In all instances the DEVELOPER and any Assignee shall provide to SERVICE COMPANY, at SERVICE COMPANY'S request, copies of all documents and such other information pertaining to or affecting such transfer as SERVICE COMPANY shall reasonably request.

In the event that SERVICE COMPANY has existing capacity at its treatment plants to provide service to all persons including DEVELOPER who have contracted and paid for same, in the order of their developer agreement date of execution. In such event, SERVICE COMPANY shall not diminish or utilize the water capacity allotment assigned to DEVELOPER hereunder by providing water capacity to other developers or customers, without the prior written consent of the DEVELOPER unless such other developers or customers provide to SERVICE COMPANY or there is otherwise available to SERVICE COMPANY sufficient funds to pay the costs to SERVICE COMPANY of providing water treatment facilities to replace the water treatment facilities so utilized by such other developers or customers and SERVICE COMPANY has received preliminary approval by all governmental agencies having jurisdiction over such facilities to the construction of such facilities and the anticipated completion date for the construction of such facilities shall be adequate to meet the DEVELOPER'S requirements for water services as provided for in its Development Plan attached hereto.

Except as hereinafter extended by SERVICE COMPANY in writing, failure of DEVELOPER, or its permitted assigns as provided above, to fully utilize the water treatment capacity reserved by SERVICE COMPANY hereunder for DEVELOPER on or before the expiration of ten (10) years from the date of this Agreement shall result in the release by DEVELOPER of such water treatment capacity and all obligations of SERVICE COMPANY to DEVELOPER in respect thereof shall be thereby null and void and of no further force or effect. SERVICE COMPANY shall be under no obligation whatsoever to refund to DEVELOPER any portion of the water capacity charges or other charges paid by DEVELOPER to SERVICE COMPANY under this Agreement.

SECTION 9. ASSURANCE OF TITLE TO PROPERTY

Simultaneously with the execution of this contract, at the expense of DEVELOPER, DEVELOPER shall deliver to SERVICE COMPANY an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, tenancies or parties in possession and other covenants affecting the subject Property. The provisions of this paragraph are for the purpose of evidencing DEVELOPER'S legal right to grant the exclusive rights of service, easements, warranty deeds for pumping station property and lien rights contained in this Agreement.

SECTION 10. PRIOR APPROVALS

The parties recognize that SERVICE COMPANY may be required to obtain approval from

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various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of treatment capacity and Utility Facilities before it can render service to the Property. SERVICE COMPANY will, at its expense, make the necessary and proper applications to all governmental authorities, and will use reasonable efforts to obtain such approvals. DEVELOPER shall reimburse SERVICE COMPANY for SERVICE COMPANY'S costs and expenses incurred in pursuing such governmental approvals. Applications for the approval of plans for on-site and off-site Utility Facilities to be constructed by DEVELOPER shall be forwarded by SERVICE COMPANY to the applicable governmental agency subsequent to SERVICE COMPANY'S receipt of such plans from DEVELOPER'S engineer. If required, this Agreement shall be filed for record with the applicable governmental agency. It is further understood and agreed that this Agreement shall be null and void and of no further force and effect if any such requisite approval cannot be obtained within a reasonable period of time and through the application of reasonable efforts to obtain same. If DEVELOPER is not the legal title holder (OWNER) then such OWNER shall join in this agreement and be bound by all the terms and conditions whether binding upon the DEVELOPER or the record title holder.

SECTION 11. OWNERSHIP OF FACILITIES

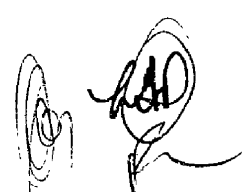
All Utility Facilities used, useful or held for use in connection with providing potable and irrigation water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of SERVICE COMPANY, its successors and assigns; any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water or wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 12. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS

DEVELOPER, as a further consideration to this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing potable water, irrigation water, wastewater or reclaimed water services to the Property during the period of time SERVICE COMPANY, its successors and assigns, provide such services to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement, SERVICE COMPANY shall have the sole and exclusive right and privilege to provide potable water, irrigation water, wastewater and reclaimed water services to the Property and to the occupants of each and every residence, building or unit constructed thereon.

SECTION 13. RATES AND CHARGES

Rates and other charges to DEVELOPER and/or individual consumers of service shall be those set forth in the Tariffs or Service Availability Policy of SERVICE COMPANY approved by



the applicable governmental agency, if applicable. However, notwithstanding any provision in this Agreement, SERVICE COMPANY, its successors or assigns, may establish, amend, revise and enforce, from time to time in the future, its tariff, extension policy, rates or rate schedules, fees and charges (including capacity or connection charges) provided that such rates and charges are uniformly applied to customers in the service area and are non-discriminatory as applied to the same classification of service throughout the service area of SERVICE COMPANY.

SERVICE COMPANY may establish, amend or revise, from time to time in the future, and enforce rules and regulations covering water and wastewater service to the Property. Such rules and regulations so established by SERVICE COMPANY shall at all times be reasonable and subject to such regulation as may be applicable.

Any initial or future lower or increased rates, rate schedules, capacity charges or other fees and charges, and rules and regulations established, amended or revised and enforced by SERVICE COMPANY from time to time in the future, shall be binding upon DEVELOPER, upon any person or other entity holding by, through or under DEVELOPER, and upon any user or consumer of the service provided to the Property.

SECTION 14. CONSUMER INSTALLATIONS

14.01 Application for Service. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect, any consumer installation to the facilities of SERVICE COMPANY until formal written application has been made to SERVICE COMPANY by the prospective user of service, in accordance with the then effective rules and regulations of SERVICE COMPANY, and approval of such connection has been granted.

14.02 Procedure for Connecting Consumer Installations. Although the responsibility for connecting the consumer installation to the lines of SERVICE COMPANY at the point of delivery is that of the DEVELOPER or entity other than SERVICE COMPANY, with reference to such connections, the parties agree as follows:

(a) only Utility Facilities and consumer installation service lines receiving SERVICE COMPANY'S prior approval shall be used;

(b) except as otherwise provided in subparagraph (d) below all consumer installation service lines must be inspected by SERVICE COMPANY before backfilling and covering of any pipes;

(c) notice to SERVICE COMPANY requesting an inspection of a consumer installation service line may be given by the plumber or DEVELOPER, and SERVICE COMPANY will make a good effort to inspect said consumer installation service line within twenty-four (24) hours of receiving a proper request, including lot number, phase, street and address;

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(d) if SERVICE COMPANY fails to inspect the consumer installation service line within forty-eight (48) hours after such formal inspection is properly requested by the DEVELOPER or the owner of any parcel, DEVELOPER, owner or agent may backfill or cover the pipes without SERVICE COMPANY'S approval and SERVICE COMPANY must accept the connection as to any matter which could have been discovered by such inspection;

(e) if the DEVELOPER does not comply with the foregoing inspection provisions, SERVICE COMPANY may refuse service to any connection or phase that has not been inspected by SERVICE COMPANY until DEVELOPER complies with these provisions;

(f) the cost of constructing, testing, operating, repairing or maintaining consumer installations shall be that of DEVELOPER.

SECTION 15. RECLAIMED WATER SERVICE

SERVICE COMPANY may, now or in the future, in its sole discretion determine whether to accept reclaimed water supplied by Pasco County's utility system or others. In the event that SERVICE COMPANY determines that such service is to be initiated, and subject to any regulation of the PSC, SERVICE COMPANY shall establish reasonable terms for providing that service at that time. However, SERVICE COMPANY has no obligation under this Agreement to provide such service.

SECTION 16. BINDING AGREEMENT ON SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; CONSUMERS NOT SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, SERVICE COMPANY and their respective successors and assigns. This Agreement is not intended to the benefit of, or provide any contractual rights to, any third party. Consumers purchasing lots or units within the Property are not successors or assigns to this Agreement, and must apply for the appropriate service agreement with SERVICE COMPANY. DEVELOPER agrees to specifically notify consumers seeking to initiate service of DEVELOPER'S property of their obligation to apply to SERVICE COMPANY for such service.

SECTION 17. NOTICE

Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by hand delivery by messenger service, by certified mail, return receipt requested, or by telegram, to address stated above.

SECTION 18. MATERIAL CHANGE

Should the Property either:

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(a) be subject to a change of zoning; or

(b) be sold to a new developer; or

(c) be subjected to such other change or design which would authorize or require greater potable or irrigation water treatment capacity, or wastewater treatment capacity, greater demand for reclaimed water (if applicable), greater effluent disposal, greater fire flows, or additional Utility Facilities, or increased usage of the Utility Facilities as designed and approved pursuant to the engineering plans and specifications which are the subject of this Agreement, then DEVELOPER shall request a new Agreement with SERVICE COMPANY. Such new agreement shall only be made if, in the sole discretion of SERVICE COMPANY, service is available.

SECTION 19. FORCE MAJEURE

SERVICE COMPANY shall not be liable or responsible to DEVELOPER by reason of the failure or inability of SERVICE COMPANY to take any action it is required to take or to comply with the requirements imposed hereby or for any injury to DEVELOPER or by those claiming by or through DEVELOPER, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth. The term "force majeure" as employed herein shall mean acts of god, strikes, lock-outs or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps or pipe lines, landslides, earthquakes, droughts, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as numerated herein, not within the sole control of SERVICE COMPANY and which by exercise of due diligence SERVICE COMPANY is unable to overcome.

SECTION 20. RIGHT OF REFUSAL

SERVICE COMPANY shall have the right to refuse to provide service and the right to terminate service to any lot, building or other improvement within DEVELOPER'S Property, or in lieu thereof, SERVICE COMPANY may delay the provision of any such service to any lot, building or other improvement upon the Property if DEVELOPER fails to fully comply (substantial compliance is specifically rejected) with its obligations as provided for in this Agreement, and SERVICE COMPANY reserves the right to terminate this Agreement in the event DEVELOPER fails to comply with any of the terms and conditions of this Agreement in a timely manner. The exercise of the rights of SERVICE COMPANY as provided in this paragraph shall be subject however to the rules and regulations of SERVICE COMPANY and the PSC.



SECTION 21. NOTICE OF TRANSFER

DEVELOPER agrees to provide proper written notice to SERVICE COMPANY of the actual date of the legal transfer of the Property or any portion thereof involving or otherwise affecting the provision of water or wastewater services from DEVELOPER to any lawful successor or assign. DEVELOPER shall remain responsible for all costs and expenses, including utility bills, which arise as a result of DEVELOPER'S failure to so notify SERVICE COMPANY or any improper notification to SERVICE COMPANY in connection therewith.

SECTION 22. SURVIVAL OF COVENANTS

The rights, privileges, obligations and covenants of DEVELOPER and SERVICE COMPANY shall survive the completion of the work of DEVELOPER with respect to any phase and to the Property as a whole.

SECTION 23
EFFECT OF THIS AGREEMENT ON PRIOR AGREEMENTS AND METHOD OF
AMENDMENT

This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and SERVICE COMPANY, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between DEVELOPER and SERVICE COMPANY.

No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by both Parties.

SECTION 24. LAWS OF FLORIDA TO GOVERN

This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

SECTION 25. TABLE OF CONTENTS AND SECTION
HEADINGS FOR CONVENIENCE ONLY

The Table of Contents and section headings used in this agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties hereto agree that they shall be disregarded in construing the provisions of this Agreement.

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SECTION 26. RECOVERY OF COSTS AND FEES

In the event the SERVICE COMPANY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, whether incurred prior to, during or subsequent to such court proceedings on appeal.

SECTION 27. WARRANTY OF AUTHORITY TO EXECUTE AGREEMENT

The signature of any person to this Agreement shall be deemed representation a personal warranty by that person that he/she has the power and authority to bind any corporation or partnership or any other business entity for which he purports to act.

SECTION 28. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms, conditions and contents in this Agreement are the shared product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms's length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

IN WITNESS WHEREOF, DEVELOPER and SERVICE COMPANY have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

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DEVELOPER

WITNESSES:

[Signature]
Sign Name
IVAN TORO SLAY
Type or Print Name

EAGLE Creek Homes, INC.
By: [Signature]
As: PRESIDENT
Type or Print Title

Sign Name


Type or Print Name

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 28th day of Oct., 2002, by FRANK MARINELLO OWNER of EAGLE CREEK PROP. MGMT. a Florida corporation, on behalf of the corporation. He/she is personally known OR Produced Identification ✓. Type of Identification Produced: _____

Signature of Notary: [Signature]

My Commission Expires:

 Printed or stamped name of Notary
DAVID A. WICKHAM
MY COMMISSION # CC839897 EXPIRES
May 25, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

SERVICE COMPANY

WITNESSES:

[Signature]
Sign Name
Karen Tanner
Type or Print Name
[Signature]
Sign Name

MAD HATTER UTILITY, INC.
By: [Signature]
Larry DeLucenay, President

[Handwritten mark]

Tonya Phillips
Type or Print Name

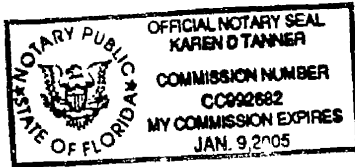
STATE OF FLORIDA)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 19th day of November, 2002, by Larry DeLucenay as President of Mad Hatter Utility, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known OR Produced Identification _____ . Type of Identification Produced: _____

Signature of Notary: Karen D Tanner

My Commission Expires:

Printed or stamped name of Notary



[Handwritten initials]
[Handwritten mark]

EXHIBIT "A"

Legal Description

**TO BE FURNISHED BY DEVELOPER
AND REPRESENTED TO BE ACCURATE AND COMPLETE**

PARCEL A

COMMENCE AT A POINT OF INTERSECTION OF THE WEST BOUNDARY OF CARPENTER'S RUN PHASE III, AS RECORDED IN PLAT BOOK 27, PAGES 116 THROUGH 118, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND THE NORTH BOUNDARY OF OAK GROVE PHASE 1B, AS RECORDED IN PLAT BOOK 35, ON PAGES 18 THROUGH 26 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID OAK GROVE PHASE 1B, N 89°59'49"W, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°59'49"W, 250.19 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OAK GROVE BOULEVARD; THENCE ALONG SAID RIGHT OF WAY N 20°18'07"W, 10.54 FEET TO A POINT OF CURVE; THENCE 212.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 600.00 FEET, SUBTENDED BY A CHORD OF 211.52 FEET, BEARING N 10°08'58"W; THENCE N 00°00'11"E, 235.91 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE S 89°59'49"E, 211.73 FEET; THENCE N 00°04'43"E, 26.0 FEET; THENCE S 89°59'49"E, 80.00 FEET; THENCE S 00°04'43"W, 480.0 FEET TO THE POINT OF BEGINNING.

Initials of both parties:

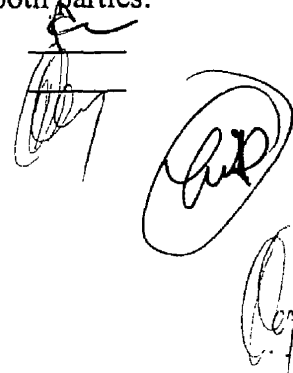
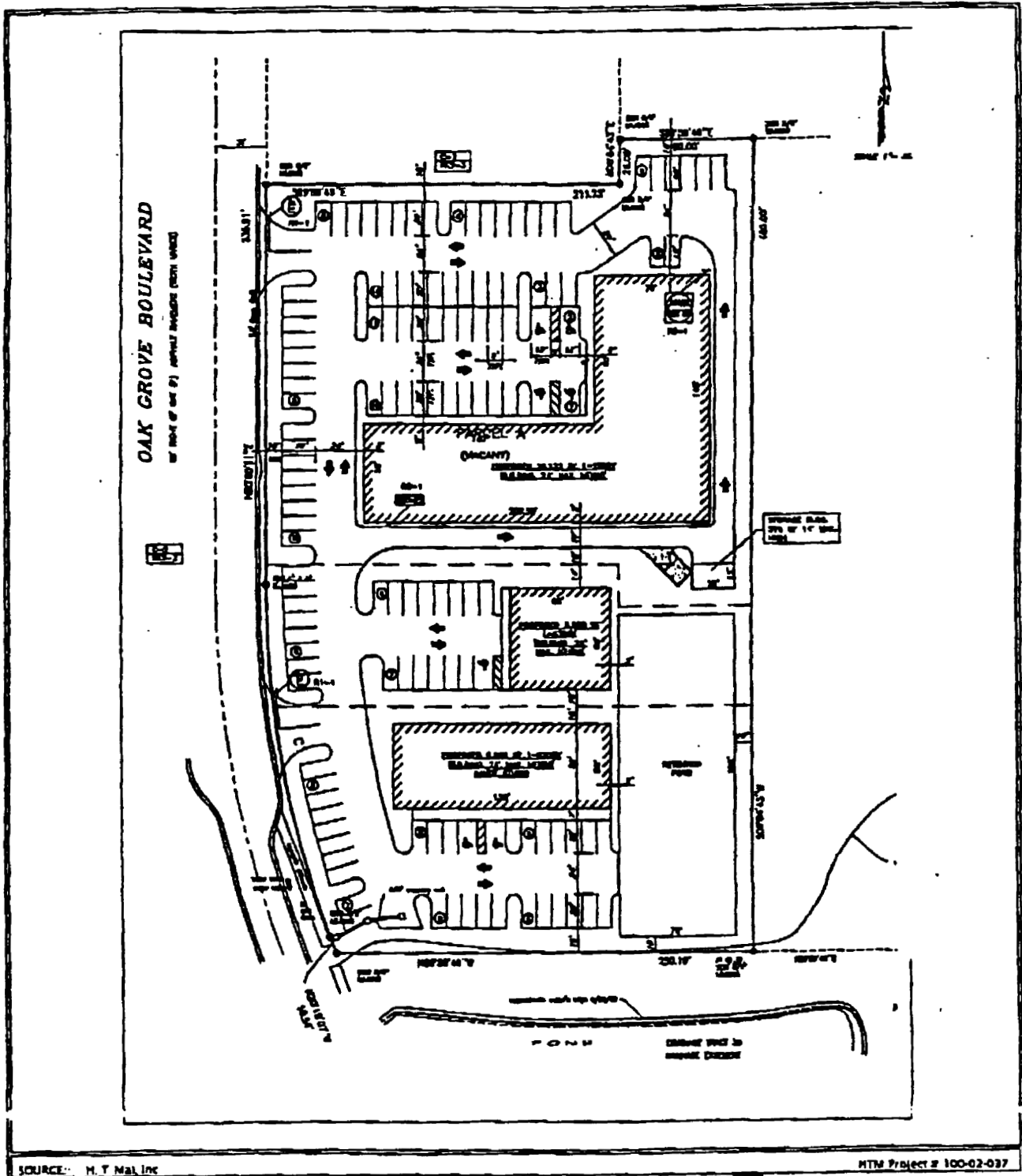
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EXHIBIT "B"
DEVELOPMENT PLAN FOR PROPERTY



Initials of both parties:

[Handwritten initials]

[Handwritten mark]

EXHIBIT "C-1"

**SUBORDINATION OF INTEREST IN PROPERTY BY
INTERESTED PARTIES ONE FOR EACH SUCH PARTY**

The undersigned as an inducement to SERVICE COMPANY to enter into this Developer Agreement with DEVELOPER, EAGLE CREEK HOMES does hereby join in the execution of this Developer Agreement for the purpose of subordinating each and every interest of the undersigned here in and to that real property more particularly described in Exhibit "A" attached hereto and made a part hereof to the rights of SERVICE COMPANY as provided for herein.

WITNESSES:

**EAGLE CREEK PROPERTY
MANAGEMENT, INC. LLC**

[Signature]
Sign Name

IVAN BIZOSLAJ
Type or Print Name

Sign Name

Type or Print Name

By: [Signature]

As: FRANK MARINELLI
Type or print title
Partner

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 28th day of Oct, 2002, by FRANK MARINELLI as OWNER of EAGLE CREEK PROP. MGMT. a Florida limited partnership, on behalf of the partnership. He/she is personally known OR Produced Identification . Type of Identification Produced: _____

Signature of Notary: [Signature]



Carol A. Wickham
MY COMMISSION # CC839897 EXPIRES
12/31/03
BONDED THRU TROY FAIN INSURANCE, INC

My Commission Expires:

Initials of both parties:

[Initials] [Initials]

[Handwritten mark]

EXHIBIT "C-2"

SUBORDINATION OF INTEREST IN PROPERTY BY INTERESTED PARTIES ONE FOR EACH SUCH PARTY

The undersigned as an inducement to SERVICE COMPANY to enter into this Developer Agreement with DEVELOPER, Eagle Creek Property Mgmt. LLC does hereby join in the execution of this Developer Agreement for the purpose of subordinating each and every interest of the undersigned here in and to that real property more particularly described in Exhibit "A" attached hereto and made a part hereof to the rights of SERVICE COMPANY as provided for herein.

WITNESSES:

[Signature]
Sign Name

IVAN BROSKA
Type or Print Name

Sign Name

Type or Print Name

STATE OF FLORIDA)
COUNTY OF)

Name of Company

By: [Signature]

Print Name: ADAM POROSLAW

As: [Signature]

Type or print title
FRANK MARINELLI PARTNERS

The foregoing instrument was acknowledged before me this 28th day of Oct, 2002, by Adam Poroslaw ^{Frank Marinelli} as PARTNERS/OWNERS of EAGLE CREEK PROPERTY MGMT. a Florida limited partnership, on behalf of the partnership. He/she is personally known.
OR Produced Identification N/A. Type of Identification Produced: N/A

Signature of Notary

[Signature]
Carol A. Wickham



MY COMMISSION # CC839897 EXPIRES
May 25, 2003

Printed or stamped name of Notary Public

My Commission Expires:

Initials of both parties:

[Initials] [Initials]

[Handwritten mark]

EXHIBIT "D"

CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION ("CIAC"), AND OTHER CHANGES

In order to further induce the SERVICE COMPANY to provide and maintain adequate and sufficient central water and wastewater facilities, DEVELOPER hereby agrees to abide by the provisions of this Exhibit "D" and to pay to the SERVICE COMPANY, in accordance with the terms and conditions set forth below, the sums of money set forth herein as Contributions-in-Aid-of-Construction ("CIAC"), together with such other charges as are hereafter provided for.

1. Meters fees - DEVELOPER requests the following meters:

???	potable water meters\$
???	irrigation water meters\$

2. Water treatment plant capacity reserved (gpd)

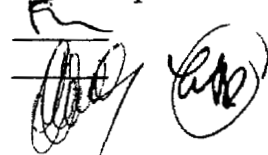
3 Compliance with SERVICE COMPANY'S Service Availability Policy and Tariff:

DEVELOPER recognizes and agrees to abide by all of the provisions of SERVICE COMPANY'S Service Availability Policy and/or Tariffs as filed with and/or approved by the Florida Public Service Commission and other applicable governmental authorities having jurisdiction thereof.

4 Reimbursement of Costs

Upon the execution of this Agreement, DEVELOPER shall pay to SERVICE COMPANY a deposit in the amount of \$,000.00 to defray SERVICE COMPANY'S legal and administrative costs in negotiating, preparing and executing this DEVELOPER AGREEMENT.

Initials of both parties:



This instrument prepared by,
or under the direction of,
McClade
Department of Transportation
11201 N. McKinley Drive
Tampa, Florida 33612-6456

Parcel No.: 136D and Easement
Item/Segment No.: 256343 1
Managing District: Seven



Rept: 422197 Rec: 10.50
DS: 0.00 IT: 0.00
06/21/00 W. Pittman Copy Clerk
JED PITTMAN, PASCO COUNTY CLERK
06/21/00 11:13am 1 of 2
OR BK 4388 PG 1520

QUITCLAIM DEED AND GRANT OF EASEMENT

THIS INDENTURE, Made this 21st day of June, 2000,
by and between the STATE OF FLORIDA by and through the STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First
Part, whose address is 11201 N. McKinley Drive, Tampa, Florida 33612-
6456 to MAD HATTER UTILITY, INC., A FLORIDA corporation,
Party of the second part, whose address is 1900 Land O Lakes Blvd. Suite
113, Lutz, Florida 33549-2920.

WITNESSETH

WHEREAS, said land hereinafter described was purchased as replacement for property taken in Eminent Domain from a utility company pursuant to Florida Statute 337.27 (1), and

WHEREAS, Mad Hatter Utility, Inc. (Party of the Second Part) is in need of said property for the construction and utilization of the replacement of the well and treatment plant taken in Eminent Domain for the widening of State Road 54, the State of Florida (Party of the First Part), by action of the District Secretary, District Seven, Florida Department of Transportation hereinafter has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the sum of \$1.00 and other valuable considerations, receipt, and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title, and interest in all that certain land situated in PASCO County, Florida, viz:

That part of the Southeast 1/4 of Section 29, Township 26 South, Range 19 East, Pasco County, Florida, being described as follows:

Commence at an iron pipe (16mm) marking the Northwest corner of the Southeast 1/4 of said Section 29; thence along the West line of the Southeast 1/4 of said Section 29, S 0°35'25" W, 2,433.79 feet (741.82m); thence S 88°41'14" E, 310.00 feet (94.49m); thence S 89°27'43" E, 113.33 feet (34.54m); thence N 0°32'17" E, 9.84 feet (3.00m); thence S 89°27'43" E, 164.04 feet (50.00m); thence S 0°32'17" W, 9.84 feet (3.00m); thence S 89°27'43" E, 1,114.98 feet (339.85m); thence N 0°32'17" E, 365.62 feet (111.44m); thence N 23°16'23" E, 201.20 feet (61.33m); thence N 18°33'48" W, 347.89 feet (106.04m) to the POINT OF BEGINNING; thence N 42°02'24" W, 100.00 feet (30.48m); thence N 47°57'36" E, 160.00 feet (48.77m); thence S 42°02'24" E, 100.00 feet (30.48m); thence S 47°57'36" W, 160.00 feet (48.77m) to the POINT OF BEGINNING.

Containing 16000 square feet (1486.45 square meters), 0.37 acres more or less.

TOGETHER WITH an easement for Ingress, Egress and Utilities over a portion of Parcel 136B, further described as: That part of the Southeast 1/4 of Section 29, Township 26 South, Range 19 East, Pasco County, Florida, being described as follows:

Commence at an iron pipe (16mm) marking the Northwest corner of the Southeast 1/4 of said Section 29; thence

Parcel 136D & Easement



Marcia Cuesta Locke, Esquire
Chief Eminent Domain
Florida Dept. of Transportation
11201 N. McKinley Drive - M. S. 7-120
Tampa, FL 33612



This instrument prepared by,
or under the direction of,
McLach
Department of Transportation

along the West line of the Southeast 1/4 of said Section 29, S 0°35'25" W, 2,433.79 feet (741.820m); thence S 88°41'14" E, 310.00 feet (94.488m); thence S 89°27'43" E, 113.33 feet (34.542m); thence N 0°32'17" E, 9.84 feet (3.00m); thence S 89°27'43" E, 164.04 feet (50.00m); thence S 0°32'17" W, 9.84 feet (3.00m); thence S 89°27'43" E, 1,114.98 feet (339.846m); thence N 0°32'17" E, 365.62 feet (111.44m); thence N 23°16'23" E, 201.20 feet (61.325m) to the POINT OF BEGINNING; thence N 18°33'48" W, 347.89 feet (106.038m); thence N 47°57'36" E, 160.00 feet (48.768m); thence S 42°02'24" E, 38.29 feet (11.67m); thence S 47°57'36" W, 103.05 feet (31.410m); to a point of curvature; thence 52.25 feet (15.925m) along the arc of a curve to the left, said curve having a radius of 45.00 feet (13.716m), a central angle of 66°31'24", and a chord of 49.36 feet (15.046m) which bears S 14°41'54" W; thence S 18°33'48" E, 337.23 feet (102.788m); thence N 61°45'11" W, 59.05 feet (17.998m) to the POINT OF BEGINNING.

Containing 20,194 square feet (1876 square meters), 0.46 acres more or less.

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Seven, and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

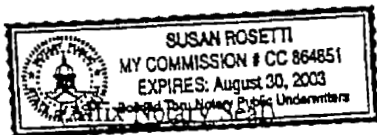
ATTEST: Donna McDonald
(type/print name) Donna McDonald
Executive Secretary

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By: Kenneth A. Hartmann
Kenneth A. Hartmann, P.E.
District Seven Secretary

(Affix Department Seal)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20 day of June, 2000, by Kenneth A. Hartmann, P.E., District Secretary for District Seven, who is personally known to me.



Susan Rosetti
(type/print name) Susan Rosetti
Notary Public in and for the County and State last aforesaid.
My Commission Expires: 8/30/2003

Parcel 136D & Easement

Marcia Cuesta Locke, Esquire
Chief Eminent Domain
Florida Dept. of Transportation
11201 N. McKinley Drive - M. S. 7-120
Tampa, FL 33612

9.00
1.50
2,090.00
2,100.50
380,000.00

CORPORATE
WARRANTY DEED

Prepared by
ALL SERVICE TITLE COMPANY
1532 US Highway 41
Suite H
Lutz, FL 33549
A.D. 1988 BETWEEN

THIS INDENTURE, Made this 11th day of February
GROVELAND DEVELOPMENTS, INC. AND VENTURA HOMES, INC.

a corporation organized and existing under the laws of the State of Florida
Grantor, and
MAD HATTER UTILITY, INC.

WHOSE ADDRESS IS: P.O. Drawer 1387, Lutz, Florida 33549

Grantee,
WITNESSETH: that the said Grantor, for and in consideration of the sum of ten and 00/100 Dollars and other
valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said Grantee, their heirs and assigns forever, the following described land,
situate, lying and being in the County of Pasco, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"

100002 10 2576 02-22-88	1004
14:15	
RECORD/INDEX	
01 00 40	1 9.00
REC MOD TR FUND	
01 00 42	1 1.50
DOC STAMPS	
01 00 41	1 2090.00
CASH TOTAL	1 2100.50

RETURN TO:
MAD HATTER UTILITY, INC.
P.O. Drawer 1387
Lutz, FL 33549

R

2,090.00
E. Lay

TOGETHER WITH ANY AND ALL INTERESTS OF THE GRANTORS HEREIN IN AND TO
THOSE CERTAIN SEWER AND WATER PLANTS LOCATED ON THE LANDS DESCRIBED
HEREIN.

Subject to covenants, restrictions and easements of record. Subject also to taxes for 1988 and subsequent
years.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the
lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly
authorized officer and caused its corporate seal to be hereto affixed the day and year first above written.
GROVELAND DEVELOPMENTS, INC. VENTURA HOMES, INC.

By: Loren E. Worley
Signed and Sealed in Our Presence
Karen A. Arsenault
Bruce B. Covert

by: Neal Van Dorsten
Neal Van Dorsten, President
Its
(Corporate Seal)

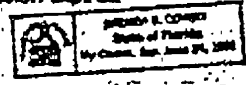


State of Florida
County of Pasco

The foregoing instrument was acknowledged before me this 11th day of February
1988, by Loren E. Worley, President of Groveland Developments, Inc. and
Neal Van Dorsten, President of Ventura Homes, Inc.

Florida corporations on behalf of the corporations.

Bruce B. Covert
Notary Public
My commission expires:



Twin Palms Loop - WTP

DEEDS
WATER TREATMENT PLANT SITES

Lot 5, Block 14, TURTLE LAKES, Unit Four, according to the map or plat thereof recorded in Plat Book 20, Pages 83-85, inclusive, of the Public Records of Pasco County, Florida; AND

For a point of reference commence at the Southeast corner of the Southeast 1/4 of Section 29, Township 26 South, Range 19 East, Pasco County, Florida, and run thence N 89 degrees 24' 06" W., along the South boundary of the said Southeast 1/4 of Section 29, a distance of 1248.29 feet; thence N 00 degrees 35' 54" E., a distance of 48.27 feet to the point of beginning of the tract herein described; thence N 89 degrees 28' 52" W., a distance of 77.90 feet; thence N 00 degrees 31' 08" E., a distance of 91.63 feet; thence N 63 degrees 43' 22" E., a distance of 113.44 feet; thence S 09 degrees 48' 37" W., a distance of 144.67 feet to the point of beginning; AND

SEWAGE TREATMENT PLANT SITES

Part of the Northwest 1/4 of Section 33, Township 26 South, Range 19 East, Pasco County, Florida, and being more particularly described as follows:

For a point of reference commence at the Northwest corner of the said Section 33, and run thence S 00 degrees 08' 39" W., along the West boundary thereof, a distance of 51.62 feet to a point on the South right-of-way line of State Road No. 54, thence S 89 degrees 59' 20" E., along the said South right-of-way line a distance of 106.98 feet; thence S 00 degrees 07' 58" W., along a line 72.00 feet West of and parallel with the East boundary of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 33, a distance of 287.56 feet to a point of curvature; thence Southwesterly, 12.45 feet along the arc of a curve to the right, having a radius of 230.00 feet and a chord bearing and distance of S 01 degrees 40' 59" W., 12.45 feet to the Point of Beginning of the tract herein described; thence Southwesterly 176.07 feet along the arc of a curve to the right having a radius of 230.00 feet and a chord bearing and distance of S 25 degrees 09' 47" W., 171.80 feet to a point of reverse curvature; thence Southwesterly 228.22 feet along the arc of a curve to the left, having a radius of 300.00 feet and a chord bearing and distance of S 25 degrees 17' 58" W., 222.76 feet to a point of tangency; thence S 03 degrees 30' 22" W., a distance of 217.49 feet; thence N 89 degrees 52' 02" W., a distance of 406.60 feet to a point on the aforementioned West boundary of the Northwest 1/4 of Section 33; thence N 00 degrees 08' 39" E., along said West boundary, a distance of 573.15 feet; thence S 89 degrees 59' 20" E., a distance of 586.70 feet to the Point of Beginning.

Containing 6.15 acres, more or less; AND

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 29, Township 26 South, Range 19 East, Pasco County, Florida, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said Section 29, run thence S 00 degrees 29' 53" W., 989.22 feet along the East boundary of the Northeast 1/4 of said Section 29; thence N 89 degrees 23' 20" W., 1321.44 feet along a line parallel with the North boundary of the East 1/2 of the Northeast 1/4 of said Section 29 to a point on the West boundary of the East 1/2 of the Northeast 1/4 of said Section 29; thence N 30 degrees 32' 37" E., 989.22 feet along said West boundary to a point on the aforesaid North boundary of the East 1/2 of the Northeast 1/4 of said Section 29; thence S 87 degrees 23' 20" E., 1320.65 feet along said North boundary to the Point of Beginning.

Hex - 54 - WTP

RECORD VERIFIED
BY TITLE
Deed Grant Court, Pasco County

[Handwritten Signature]

O.R. 1682 P8 0509

FILED FOR RECORD
MAY 22 2 18 PM '96
PASCO COUNTY, FLORIDA

429604

WARRANTY DEED FROM CORPORATION 485-216 FORM R.E.-1X

100,000

9

This Indenture, Made this 15th day of July, A. D. 1985,
 BETWEEN SCARECROW UTILITY, INC., a corporation
 existing under the laws of the State of Florida, having its principal place of
 business in the County of Hillsborough and State of Florida,
 party of the first part, and MAD MATTER UTILITY, INC.,
 whose address is: P. O. Drawer 1387, Lutz, Florida 33549
 of the County of Hillsborough and State of Florida,
 party of the second part, WITNESSETH, that the said party of the first part, for and in
 consideration of the sum of TEN (\$10.00) Dollars,
 to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold,
 aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain,
 sell, alien, remise, release, convey and confirm unto said party of the second part, and
 their heirs and assigns forever, all that certain parcel of land lying and being in the
 County of Pasco and State of Florida, more par-
 ticularly described as follows:

480
 500.00
 500.00

Tract B, SEWAGE TREATMENT PLANT FOXWOOD SUBDIVISION, PHASE "1",
 as per map or plat thereof as recorded in Plat Book 14, Page 117
 of the Public Records of Pasco County, Florida.

AND

Tract A, WATER TREATMENT PLANT FOXWOOD SUBDIVISION PHASE "1",
 as per map or plat thereof as recorded in Plat Book 14, Page 115
 of the Public Records of Pasco County, Florida.

(SEE REVERSE)

Documentary Tax Pd. \$ 500.00
 Intangible Tax Pd.
 Jed Pittman, Clerk Pasco County
 By J. Habber Deputy Clerk

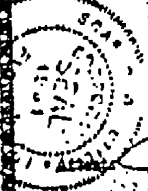
200096 10 1762 07-31-85
 12:48
 RECORDING
 01 00:40
 DOC STAMPS
 01 00:41
 10 CASH TOTAL 1

Except for taxes for the year 1985 and all subsequent years and easements and
 restrictions of record, if any

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege,
 right, title, interest and estate, reversion, remainder and easement thereto belonging or in any
 wise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second
 part that it is lawfully seized of the said premises; that they are free of all encumbrances, and
 that it has good right and lawful authority to sell the same; and the said party of the first part
 does hereby fully warrant the title to said land, and will defend the same against the lawful
 claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused
 these presents to be signed in its name by its president, and its
 corporate seal to be affixed, attested by its SECRETARY
 the day and year above written.



(Corporate Seal)
 SCARECROW UTILITY, INC.
 By [Signature] Secretary
 By [Signature] President

Signed, Sealed and Delivered in Our Presence:
[Signature]
[Signature]

O. R. 1433 PG. 0967

This instrument prepared by: All Services Title c/o Barbara Wilson
 RETURN TO: Michael T. Trocke, Esq., P. O. Box 3324, Tampa, FL 33609

Edward STP - x - WTP

State of Florida
County of Hillsborough

I HEREBY CERTIFY, That on this day of July, A. D. 19 85
before me personally appeared Larry G. DeLuca
and , respectively President and
of Scarecrow Utility, Inc., a corporation under the laws
of the State of Florida, to me known to be the persons described in and who
executed the foregoing conveyance to Mad Matter Utility, Inc.

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tampa
in the County of Hillsborough and State of Florida
the day and year last aforesaid.

[Handwritten Signature]
Notary Public, State of Florida
My Commission Expires Feb. 10, 1987

FORM R.E.-114—Finalists Pub. Co., Tampa, Fla.

Mortgage
FROM CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION

FILED FOR RECORD
JAN 31 6 28 PM '85
VICTOR H. GIBSON COUNTY CLERK
HILLSBOROUGH COUNTY, FLORIDA

Subject to the terms and conditions of that certain Mortgage executed by Groveland Development, Inc., to Flagship Bank, recorded December 22, 1978 in O. R. Book 984, Page 38 of the Public Records of Pasco County, Florida, thereafter assumed and modified by that certain Assumption and Modification Agreement, dated July 10, 1984 and recorded November 7, 1984 in O. R. Book 1374, Page 103 between Sun Bank of Tampa Bay to Scarecrow Utility, Inc., of the Public Records of Pasco County, Florida. Also subject to that certain Mortgage executed by Scarecrow Utility, Inc., to Groveland Development, Inc., recorded March 1, 1982 in O. R. Book 1180, Page 458 of the Public Records of Pasco County, Florida, thereafter assigned to Universal Homes Inc., and Habitat Builders, Inc.

O. R. 1433 PG 0968

This Warranty Deed Made and executed the 31 day of December 1990
SCARBOROUGH-ZARING JOINT VENTURE II

And having its principal place of business at 1153 U.S. Highway 19, Palm Harbor, Florida 33563
hereinafter called the grantor, to Mad Hatter Utilities, Inc.

whose postoffice address is Post Office Drawer 1387, Lutz, Florida 33549
hereinafter called the grantee

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in County, Florida, viz:

Tract "F" as shown on a certain plat of Carpenter's Run Phase One which is recorded in the public records of Pasco County, Plat Book 24, Pages 122, 100002 10 6903 09-01-87 1005
123 and 124. 13117

82773
RETURN TO GRANTOR
FILED FOR RECORD

The purpose of this conveyance is for the Water Treatment Plant.
Documentary Tax Pd. \$.55
Intangible Tax Pd. \$
Jed F. ... Clerk, Pasco County
By E. ... Deputy Clerk

RECORD/INDEX 1 3.00
REC MOD TR FUND 1 1.00
DOC STAMPS 1 .55
10 CASH TOTAL 1 6.55

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it 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

Scarborough-Zaring Joint Venture, II a Joint Venture comprised of Scarborough Constructors, Inc., a Florida Corporation and Zaring National Corporation, an Ohio Corporation authorized to do business in the State of Florida.

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by the proper officers thereunto duly authorized, the day and year first above written.

ATTEST
Signed, sealed and delivered in the presence of:

Olga A. ...
Green ...

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the County aforesaid, the said Robert A. Haverkamp & Perry J. Reader personally appeared

well known to me to be the Vice President and Vice President in the foregoing deed, and that they severally acknowledged executing the same in the presence of me exhibiting specimens of their authority duly vested in them by said corporation and that the seal of said corporation is the true corporate seal of said corporation.

SCARBOROUGH-ZARING JOINT VENTURE II

SCARBOROUGH CONSTRUCTORS, INC.

By Perry J. Reader, VICE President

ZARING NATIONAL CORPORATION

By Robert A. Haverkamp, VICE PRESIDENT

Dina B. ...

Notary Public, State Of Florida At Large
My Commission Expires Mar. 20, 1990
Notary By SA1102 (Temporary of America)

This Instrument prepared by:
MAD HATTER UTILITIES
Address P.O. Drawer 1387
Lutz, Fl. 33549

G.B. 1638 PA 0036

153,661.82

86070031-01-20

WARRANTY DEED

WARRANTY DEED
HOMESTEAD EXEMPTION

This Warranty Deed Made the 14TH day of AUGUST A. D. 1986 by
Richard V. Dunn and Glenn McDonnell, a/k/a J. Glenn McDonnell

hereinafter called the grantor, to

Mad Hatter Utility, Inc.,
11610 E. Java Ave., Tampa, FL 33617
whose postoffice address is
hereinafter called the grantee:

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, conveys, releases, conveys and confirms unto the grantee, all that certain land situate in
County, Florida, wit: PASCO

SEE EXHIBIT A ATTACHED

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTORS

Return to
This instrument was prepared by
JEANETTE C. HANSON, STEWARD TITLE OF TAMPA
3504 Neptune St. P.O. Box 1908, Tampa, FL
As a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by K.

Cornie

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any
wise 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 taxes accruing subsequent
to December 31, 19

Documentary Tax Pd. \$ 7168.50
Intangibles Tax Pd.

Jed Stinson, Clerk, Pasco County
By *J. J. ...* Deputy Clerk

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

Witnesses: *[Signatures]*
Richard V. Dunn
Glenn McDonnell

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid, and in the County aforesaid to take
acknowledgments, personally appeared Richard V. Dunn and
Glenn McDonnell, a/k/a J. Glenn McDonnell

to me known to be the persons described in and who executed the
 foregoing instrument and they acknowledged before me that they
 executed the same.

NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: June 25, 1990

WITNESS my hand and official seal in the County and
 State aforesaid this 14TH day of
 AUGUST A. D. 1986

NOTARY PUBLIC

MY COMMISSION EXPIRES: June 25, 1990

FILED
AUG 15 4 23 PM '86
269378

O. R. 1529 PB 0207

PARCEL 3: WATER TREATMENT PLANT SITE

For a point of reference, commence at the Southwest corner of Lot 14 of FOXWOOD SUBDIVISION, PHASE "4", as per map or plat thereof recorded in Plat Book 18, Pages 5 through 10, inclusive of the Public Records of Pasco County, Florida; said point being on the South boundary of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 26 South, Range 18 East, Pasco County, Florida; Run thence S. 89 deg. 52' 47" W., along the S. boundary of NW 1/4 of NW 1/4 of SE 1/4 of said Section 36, a distance of 135.00 feet for point of beginning, continue thence S. 89 deg. 52' 47" W., along the South boundary of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 36, a distance of 119.09 feet; thence North 05 deg. 06' 34" E., a distance of 69.25 feet; thence N. 34 deg. 21' 04" E., a distance of 70.79 feet to a point on a curve to the left having a radius of 150.00 feet; thence 78.13 feet along the arc of said curve through a central angle of 29 deg. 50' 39" a chord bearing and distance of South 70 deg. 34' 16" E., 77.25 feet to a point on said curve thence S. 00 deg. 07' 13" E., a distance of 100.48 feet to the point of beginning.

100002 10 829	98-15-86	1000
16:17		
RECORDING		
01 00 40		9.00
DGC STAMPS		
01 00 41		765.50
10	CASH TOTAL 1	777.50

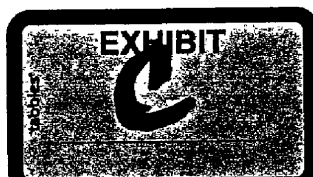
O.R. 1529 PG 0208

LEGAL DESCRIPTION

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 26 South, Range 19 East, Pasco County, Florida.

AND

That portion of Section 33, Township 26 South, Range 19 East, Pasco County, Florida not previously included within the service territory of Mad Hatter Utility, Inc. by prior Florida Public Service Commission Orders.




AFFIDAVIT OF MAILING

STATE OF FLORIDA

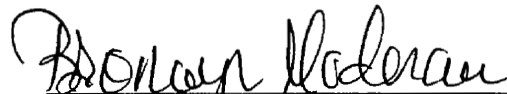
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TONYA M. SIMPSON who, after being duly sworn on oath, did depose on oath and say that she is the secretary of F. Marshall Deterding, attorney for Mad Hatter Utility and that on December 6, 2002 she did send by regular mail, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.


Tonya M. Simpson

Sworn to and subscribed before me this 6th day of December, 2002, by Tonya M. Simpson who is personally known to me.


Print Name
NOTARY PUBLIC
My Commission Expires



December 6, 2002

LEGAL NOTICE OF APPLICATION FOR AMENDMENT OF CERTIFICATES

Pursuant to the provisions of Section 367.045, Florida Statutes, and the provisions of Florida Public Service Commission Rule 25-30.030, Notice is hereby given this 6th day of December, 2002 by Mad Hatter Utility, Inc., 1900 Land O'Lakes Blvd., Ste. 113, Lutz, Florida 33549, of its Application to extend its service area to provide water and wastewater service to the following described lands in Pasco County, Florida:

The Northeast 1/4 of the Northwest 1/4 of Section 33,
Township 26 South, Range 19 East, Pasco County, Florida.

AND

That portion of Section 33, Township 26 South, Range 19
East, Pasco County, Florida not previously included within the
service territory of Mad Hatter Utility, Inc. by prior Florida Public
Service Commission Orders.

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

F. Marshall Deterding, Esquire
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

STATE OF FLORIDA

COMMISSIONERS:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY



TIMOTHY DEVLIN, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

December 6, 2002

Mr. F. Marshall Deterding
Rose, Sundstrom & Bentley, L.L.P.
2548 Blirstone Pines Drive
Tallahassee, Florida 32301

Re: Noticing List for Pasco and Hillsborough Counties for the Application of Amendment of Mad Hatter Utilities, Inc. in Pasco County

Dear Mr. Deterding:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies in the above mentioned counties. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. Noticing must be done in the proper format, consistent with the rule. If your notice is not in the proper format, you will be required to renovice and your application will be delayed. Instructions for preparation of a territory description are available upon request.

Please note that if your county list includes two Department of Environmental Protection offices or two Water Management District offices, you must identify which is the proper district office for your notice.

You will note that the county list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Patti Daniel".

Patti Daniel, Supervisor
Bureau of Certification

C:\wp6\County17madhatter.rpr
Enclosures

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

PASCO COUNTY

ALLEN LAFORTUNE AND OTIS FONDER (WU556)
36645 SUNSHINE ROAD
ZEPHYRHILLS, FL 33541-1182

ALLEN LAFORTUNE
(813) 782-6929

ALOHA UTILITIES, INC. (WS001)
6915 PERRINE RANCH ROAD
NEW PORT RICHEY, FL 34655-3904

STEPHEN G. WATFORD
(727) 372-0115

C. S. WATER COMPANY, INC. (WU030)
P. O. BOX 40
CRYSTAL SPRINGS, FL 33524-0040

CLYDE A. BISTON
(813) 783-2984 (OFFICE)

CRESTRIDGE UTILITY CORPORATION (WU049)
4804 MILE STRETCH DRIVE
HOLIDAY, FL 34690-4358

EILEEN M. FALLA
(727) 937-6275

DIXIE GROVES ESTATES, INC. (WU056)
% MATTHEW A. POTTER, CPA
5940 MAIN STREET
NEW PORT RICHEY, FL 34652-2716

JUDSON F. POTTER
(727) 845-1530

EAST PASCO UTILITIES, INC (WS017)
P O. BOX 370
PORT RICHEY, FL 34673-0370

JACKIE TURCO
(727) 845-3199

FLORALINO PROPERTIES, INC. (WU075)
P. O. BOX 5017
LARGO, FL 33779-5017

TONY TUBOLINO
(727) 843-0064

FLORIDA WATER SERVICES CORPORATION (WS554)
P. O. BOX 609520
ORLANDO, FL 32860-9520

CARLYN KOWALSKY
(407) 598-4297

FOREST HILLS UTILITIES, INC. (WS081)
1518 U.S HIGHWAY 19
HOLIDAY, FL 34691-5649

ROBERT L. DREHER
(727) 937-7457

HACIENDA UTILITIES, LTD (SU810)
7107 GIBRALTAR AVENUE
NEW PORT RICHEY, FL 34653-4014

ALLAN MARTIN
(727) 847-1409

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

PASCO COUNTY (continued)

HOLIDAY GARDENS UTILITIES, INC (WU109) 4804 MILE STRETCH DRIVE HOLIDAY, FL 34690-4358	EILEEN M. FALLA (727) 937-6275
HOLIDAY UTILITY COMPANY, INC (WU111) P. O. BOX 27 TARPON SPRINGS, FL 34688-0027	MELODY MICKLER (727) 937-3750
HUDSON UTILITIES, INC. (SUI14) 14334 OLD DIXIE HIGHWAY HUDSON, FL 34667-1134	MATHEW GRIFFIN (727) 863-0205
JASMINE LAKES UTILITIES CORPORATION (WS630) % AQUASOURCE, INC. 411 SEVENTH AVENUE, MD. 14-3 PITTSBURGH, PA 15219-1919	WILLIAM V PFROMMER (412) 393-3623
KEMPLE WATER COMPANY (WU132) 37502 MARCLIFF TERRACE ZEPHYRHILLS, FL 33541-8451	RICHARD KEMPLE (813) 782-2972
L W V UTILITIES, INC (WU135) 7552 CONGRESS STREET, SUITE 4 NEW PORT RICHEY, FL 34653-1106	JAMES A. COCHRAN (727) 849-9389
LABRADOR SERVICES, INC. (WS835) P O BOX 1206 ZEPHYRHILLS, FL 33539-1206	HENRY VIAU (813) 780-7364
LINDRICK SERVICE CORPORATION (WS149) P. O. BOX 1176 NEW PORT RICHEY, FL 34656-1176	HELEN L. MCNEIL (727) 848-1165
MAD HATTER UTILITY, INC. (WS155) 1900 LAND O' LAKES BLVD., SUITE 107 LUTZ, FL 33549-2913	LARRY G. DELUCENAY (813) 949-2167 OR -5977
MINK ASSOCIATES II, LLC. D/B/A TIMBERWOOD UTILITIES (WS843) 36323 ARBOR OAKS DRIVE ZEPHYRHILLS, FL 33541-2031	GERALD D ROSS (813) 788-1356

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

PASCO COUNTY (continued)

ORANGELAND WATER SUPPLY (WU179) 2109 OVERVIEW DRIVE NEW PORT RICHEY, FL 34655-4131	FRED J. SNELL (727) 372-8330
ORANGWOOD LAKES SERVICES, INC. (WS180) 7602 CONGRESS STREET, SUITE 4 NEW PORT RICHEY, FL 34653-1107	ALFRED G HEILER (727) 849-9555
PARADISE LAKES UTILITY, L.L C (WS446) P. O. BOX 750 LAND O'LAKES, FL 34639-0750	JOSEPH T. LETTELLEIR (813) 949-9327 EXT 322
PASCO UTILITIES, INC. (WU190) P. O. BOX 4118 TAMPA, FL 33677-4118	LIONEL LLANES (813) 877-8330
SKY ACRES ENTERPRISES D/B/A TERRACE PARK VENTURES (SU750) 14332 NORTH LANE DRIVE MARATHON, WI 54448-9596	TERRY HOFFER (715) 443-6333
SOUTH PASCO UTILITIES, INC. (WS634) P. O. BOX 16800 TAMPA, FL 33687-6800	GEORGE L BLACK, JR. (813) 986-2489
UTILITIES, INC. OF FLORIDA (SU640) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
UTILITIES, INC. OF FLORIDA (WU372) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
VIRGINIA CITY UTILITIES, INC. (WU718) % MATTHEW A. POTTER, CPA 5940 MAIN STREET NEW PORT RICHEY, FL 34652-2716	JUDSON F. POTTER (727) 845-1530

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY
38053 LIVE OAK AVENUE
DADE CITY, FL 33525

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

MAYOR, CITY OF DADE CITY
P. O BOX 1355
DADE CITY, FL 33526-1355

MAYOR, CITY OF NEW PORT RICHEY
5919 MAIN STREET
NEW PORT RICHEY, FL 34652

MAYOR, CITY OF PORT RICHEY
ATTN: CITY CLERK
8624 PORT RICHEY VILLAGE LOOP
PORT RICHEY, FL 33568

MAYOR, CITY OF SAN ANTONIO
32819 PENNSYLVANIA AVENUE
P. O BOX 75
SAN ANTONIO, FL 33576-0075

MAYOR, CITY OF ST LEO
P. O. BOX 2479
ST LEO, FL 33574-2479

MAYOR, CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FL 33540-5133

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

MIKE WELLS, PASCO COUNTY PROPERTY APPRAISER
38053 LIVE OAK AVENUE, SUITE 211
P. O. BOX 401
DADE CITY, FL 33526-0401

PASCO COUNTY ADMIN., 7530 LITTLE ROAD
PUBLIC WORKS UTILITY BUILDING
NEW PORT RICHEY, FL 34654

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

TAMPA BAY REGIONAL PLANNING COUNCIL
9455 KOGER BLVD., SUITE 219
ST. PETERSBURG, FL 33702-2491

STATE OFFICIALS

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

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN HILLSBOROUGH COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

HILLSBOROUGH COUNTY

C. S. WATER COMPANY, INC. (WU030)
P. O. BOX 40
CRYSTAL SPRINGS, FL 33524-0040

CLYDE A. BISTON
(813) 783-2984 (OFFICE)

LIST OF WATER AND WASTEWATER UTILITIES IN HILLSBOROUGH COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, HILLSBOROUGH COUNTY
P. O. BOX 1110
TAMPA, FL 33601

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33619

MAYOR, CITY OF PLANT CITY
P. O. DRAWER C
PLANT CITY, FL 33564-9003

MAYOR, CITY OF TAMPA
CITY HALL
306 EAST JACKSONSTREET, 8N
TAMPA, FL 33602-5223

MAYOR, CITY OF TEMPLE TERRACE
P. O. BOX 16930
TEMPLE TERRACE, FL 33687-6930

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

TAMPA BAY REGIONAL PLANNING COUNCIL
9455 KOGER BLVD., SUITE 219
ST PETERSBURG, FL 33702-2491

LIST OF WATER AND WASTEWATER UTILITIES IN HILLSBOROUGH COUNTY

(VALID FOR 60 DAYS)
12/06/2002-02/03/2003

UTILITY NAME

MANAGER

STATE OFFICIALS

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

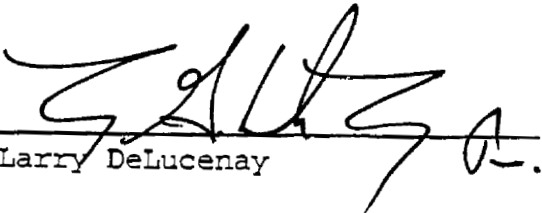
DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

A F F I D A V I T

STATE OF FLORIDA)
COUNTY OF pasco)

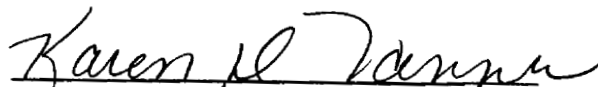
BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Larry DeLucenay, President of Mad Hatter Utility, Inc., who after being duly sworn, did depose on oath and say that Mad Hatter Utility, Inc. does currently have tariffs and annual reports on file with the Florida Public Service Commission.

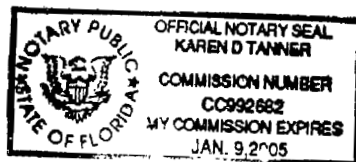
FURTHER AFFIANT SAYETH NOT.


Larry DeLucenay

STATE OF FLORIDA)
COUNTY OF pasco)

The foregoing instrument was acknowledged before me this 5th day of December, 2002, by Larry DeLucenay, who is personally known to me or who has produced _____ as identification.


Print Name Karen D. Tanner
Notary Public
State of Florida at Large
My Commission Expires:



NAME OF COMPANY MAD HATTER UTILITY, INC.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 26 South, Range 19 East, Pasco County, Florida.

AND

That portion of Section 33, Township 26 South, Range 19 East, Pasco County, Florida not previously included within the service territory of Mad Hatter Utility, Inc. by prior Florida Public Service Commission Orders.

LARRY G. DELUCENAY
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MAD HATTER UTILITY, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 26 South, Range 19 East, Pasco County, Florida.

AND

That portion of Section 33, Township 26 South, Range 19 East, Pasco County, Florida not previously included within the service territory of Mad Hatter Utility, Inc. by prior Florida Public Service Commission Orders.

LARRY G. DELUCENAY
ISSUING OFFICER

PRESIDENT
TITLE