



ORIGINAL

# THE CITY OF EDGEWATER

POST OFFICE BOX 100-EDGEWATER, FLORIDA 32132-0100

Mayor Donald A. Schmidt  
District 1 Councilman James P. Brown  
District 2 Councilman Myron F. Hammond  
District 3 Councilwoman Harriet E. Rhodes  
District 4 Councilwoman Judy Lichter

City Manager Kenneth R. Hooper  
City Clerk Susan J. Wadsworth  
City Attorney Scott A. Cookson  
Legal Assistant/Paralegal Robin L. Matusick  
Asst. City Manager Elizabeth J. McBride

August 19, 2003

Director  
Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Re: Terra Mar Village Utilities, Inc.  
sale to City of Edgewater  
Water Certificate #374-W  
Wastewater Certificate #323-S

RECEIVED-FPSC  
03 AUG 21 AM 9:26  
COMMISSION CLERK  
030636-WS

Dear Director:

Enclosed please find original and five (5) copies of the following: a completed Application for Transfer to Governmental Authority and the applicable exhibits. The exhibits requested in Part II Financial Information and Part III Certification of the application are included as exhibits to the enclosed Agreement for Sale and Purchase.

Due to Terra Mar not being able to obtain originals, *copies* of Water Certificate #374-W and Wastewater Certificate #323-S were included as exhibits to the Agreement.

The regulatory assessment fee and form is in the process of completion by Terra Mar Village Utilities, Inc. and will be forwarded as soon as possible.

Please call the number listed below if you need additional information or have any questions regarding the Application or enclosures. Thank you for your cooperation in this matter.

Sincerely,

Robin L. Matusick  
Paralegal

rlm

Enclosures

(Letter/Terra Mar - Public Service Commission)

LEGAL DEPARTMENT  
(386)424-2403  
104 NORTH RIVERSIDE DRIVE  
FAX (386)424-2415 or 424-2409

03 AUG 21 AM 8:36

INFORMATION CENTER

07745 AUG 21 03

FPSC-COMMISSION CLERK

*COPY #1*

**APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY**

**(Pursuant to Section 367.071(4)(a), Florida Statutes)**

**TO: Director, Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the approval of the transfer of  
~~(all or part)~~ of the facilities operated under Water Certificate No. 374-W and/or  
Wastewater Certificate No. 323-S located in Volusia County, Florida,  
and submits the following:

**PART I APPLICANT INFORMATION**

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

Terra Mar Village Utilities, Inc.  
Name of utility

(386) 345-3662 ( )  
Phone No. Fax No.

4383 South U. S. Highway No. 1  
Office street address

Edgewater, FL 32141  
City State Zip Code

P. O. Box 237, Edgewater, FL 32132  
Mailing address if different from street address

\_\_\_\_\_  
Internet address if applicable

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

Frank J. Uddo ( 386 ) 345-3662  
Name Phone No.

4383 South U. S. Highway No. 1  
Street address

Edgewater, FL 32141  
City State Zip Code

C) The full name, address and telephone number of the governmental authority:

City of Edgewater  
Name of utility

(386) 424-2404 (386) 424-2409  
Phone No. Fax No.

104 North Riverside Drive  
Office street address

Edgewater, FL 32132  
City State Zip Code

P. O. Box 100, Edgewater, FL 32132  
Mailing address if different from street address

CityManager@CityofEdgewater.org  
Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Kenneth R. Hooper, City Manager ( 386 ) 424-2404  
Name Phone No.

P. O. Box 100  
104 North Riverside Drive  
Street address

Edgewater, FL 32132  
City State Zip Code



B) **TERRITORY MAPS**

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

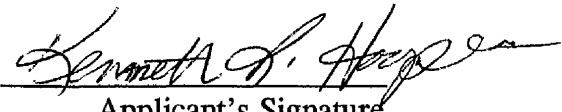
C) **TARIFF SHEETS**

Exhibit \* - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

\* To be supplied from Terra Mar Village Utilities

**PART IV      AFFIDAVIT**

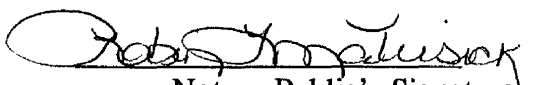
I Kenneth R. Hooper, City Manager(applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:   
Applicant's Signature

Kenneth R. Hooper  
Applicant's Name (Typed)

City Manager - City of Edgewater  
Applicant's Title \*

Subscribed and sworn to before me this \_\_\_\_\_ day of  
August 19, 20 03 by Kenneth R. Hooper who  
is personally known to me  or produced identification \_\_\_\_\_.  
(Type of Identification Produced)

  
Notary Public's Signature



Robin L. Matusick  
Print, Type or Stamp      Commissioned  
Name of Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

***EXHIBIT #1***



**TERRA MAR VILLAGE UTILITIES  
AGREEMENT FOR SALE AND PURCHASE**

**THIS AGREEMENT**, is made and entered into this 24<sup>th</sup> day of July, 2003, by and between **TERRA MAR VILLAGE UTILITIES, INC.**, a Florida corporation (hereinafter referred to as "Terra Mar"), whose mailing address is P.O. Box 237, Edgewater, Florida 32132, and the **CITY OF EDGEWATER**, a municipal corporation (hereinafter referred to as "City"), whose mailing address is P.O. Box 100, Edgewater, Florida 32132-0100.

**WITNESSETH:**

**WHEREAS**, Terra Mar is the owner of a public utilities system which includes a water supply, treatment and distribution system (hereinafter called "the Water System") and a sewage collection, treatment and disposal system (hereinafter called "the Sewer System"); and

**WHEREAS**, Terra Mar is the holder of certain Certificates issued by the Florida Public Service Commission (hereinafter called the "PSC"), under which Terra Mar holds the right to provide water supply, treatment and distribution services, and sewage collection, treatment and disposal services within a specified service area located within the southeastern portion of unincorporated Volusia County, Florida; and

**WHEREAS**, the City provides public utilities, and is the owner of water supply, treatment and distribution systems and sewage collection, treatment and disposal systems which are operated for the benefit of the residents of Edgewater, Florida and certain adjacent areas of unincorporated Volusia County, Florida; and

**WHEREAS**, the parties agree to comply with the provisions of Section 367.071, Florida Statutes, if necessary; and

**WHEREAS**, the sale of the Systems has been approved by the Florida Public Service

Commission (the "Commission") with the determination that the sale is in the public interest, or in the event the closing on the sale of the Systems occurs prior to approval by the Commission then such sale shall be contingent upon Commission approval; and

**WHEREAS**, the City desires to purchase the Systems and other assets from Terra Mar and Terra Mar, under threat of condemnation, is willing to sell the Systems and other assets to the City, all in accordance with the terms hereof.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

#### **ARTICLE I - DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings defined below:

**Section 1.01 Sewer System** shall mean Terra Mar's entire existing sewage collection, transmission, treatment and disposal system, including all structures, improvements, fixtures, equipment, components, easements, collection and transmission lines, mains, valves, pumps, lift stations and other facilities, and all other tangible personal property used in connection with Terra Mar's sewage collection, transmission, treatment and disposal system.

**Section 1.02 Water System** shall mean Terra Mar's entire existing water supply, treatment, storage and distribution system including all structures, improvements, fixtures, equipment, components, easements, wells, pump and storage tanks, and all supply transmission and distribution lines, mains, valves, pumps and pumping stations and other facilities, and all other tangible personal property used in connection with Terra Mar's water supply, treatment and distribution system.

**Section 1.03 Systems** shall mean both the Water System and the Sewer System; all of the assets and easements in real property owned by Terra Mar as described in **Exhibit "A"** (attached

hereto and incorporated herein), including all structures and components of the Sewer System or the Water System located in, on, above or below such real property and easements; and all additions to the Sewer System, the Water System and the Systems from the date hereof through the Closing Date.

**Section 1.04 Developer's Agreements** shall be any existing developer's agreements between Terra Mar and various third parties to provide water and sewer service, as amended, as identified in **Exhibit "B"** (attached hereto and incorporated herein), if any.

**Section 1.05 Other Assets** shall mean all licenses, permits and other tangible and intangible personal property and assets presently owned by Terra Mar and used in operating the Systems, including goodwill, customer lists, and certain contracts to which Terra Mar is a party. An inventory of personal property owned by Terra Mar as of the date of closing as identified in **Exhibit "C"** (attached hereto and incorporated herein).

**Section 1.06 Subject Assets** shall mean the Sewer System (including the two (2) existing pump stations), the Water System, the Developer's Agreements, and the Other Assets. The two (2) lift station sites may be conveyed to the City by perpetual easements. The City shall provide the legal description for each lift station site.

**Section 1.07 Closing Date** shall mean 10:00 a.m. on July 25, 2003, or as soon thereafter as feasible.

**Section 1.08 Connection** shall mean the physical connection of on-site user distribution or collection service laterals to the distribution or collection mains of either the Water System or the Sewer System, in such fashion that the particular system is immediately capable of providing the particular type of utility service contemplated to be provided to a user facility through such service laterals. All water connections shall include a meter, meter box and service lateral.

**Section 1.09** **Development Fees** shall mean the capital fee (“impact fee”) charged by the City for a Connection to the City’s water and sewer system, \$1,250.00 per residential unit for water and \$1,781.25 per residential unit for sewer.

**Section 1.10** **Contributions In Aid of Construction (“CIAC”)** shall mean those sums of money paid to Terra Mar by the parties to the Developer’s Agreements which entitle said developers to Connections at the rates specified in said Agreements.

## **ARTICLE II - AGREEMENT TO SELL AND PURCHASE**

Terra Mar agrees to sell the Subject Assets to the City, and the City hereby agrees to purchase the Subject Assets from Terra Mar for the Purchase Price, upon the terms and subject to the conditions of this Agreement.

## **ARTICLE III - PURCHASE PRICE, ALLOCATION OF PURCHASE PRICE AND METHOD OF PAYMENT**

**Section 3.01** **Purchase Price.** The Purchase Price to be paid by the City to Terra Mar and accepted by Terra Mar from the City for the Subject Assets shall be the sum of seven hundred fifty thousand and no/100 dollars (\$750,000.00). It is expressly agreed by Terra Mar that the Purchase Price is an amount negotiated by the parties under threat of condemnation, pursuant to the City’s condemnation powers under Section 180.22, Florida Statutes, as full compensation to it for the subject assets.

**Section 3.02** **Amortization of the Purchase Price.** The Purchase Price shall be paid to Terra Mar in seven (7) annual payments. The payment on the Closing Date shall be in the amount of \$150,000.00 with a payment of \$100,000.00 paid annually for six (6) years. The six (6) annual payments shall be paid on the succeeding anniversary of the Closing Date. All annual payments will be interest free. Notwithstanding, in the event the City defaults on any annual payment said

payment amount shall bear interest at the highest amount then available. Each payment shall be made by cashier's check drawn on a local bank or by wire transfer. The City hereby agrees to authorize a promissory note, budget and appropriate the amount of the annual payments.

**Section 3.03 Delivery of Bill of Sale by Terra Mar at Closing Date.** Terra Mar shall deliver to the City at the Closing Date a bill of sale for the Systems, as herein described, conforming to the requirements of this Agreement.

#### ARTICLE IV - TERRA MAR'S AND CITY'S OBLIGATION

**Section 4.01 Assumption by City of Terra Mar's Obligations.** The parties acknowledge that Terra Mar is presently required to provide water and sewer service pursuant to either the Developer's Agreements, or the Public Service Commission's Certificate to operate a public utility. More particularly, the City acknowledges that the Developer's Agreements provide by their terms that the developer-parties thereto ("Developers") are entitled to Connections with respect to certain CIAC's and payment of Development Fees heretofore made, or hereafter to be made. The City acknowledges that Development Fees have been collected for 256 units with Terra Mar Village Utilities, Inc.. **Exhibit G** identifies the existing 256 connections by name and service address. No further Development Fees, connection fees, or other capital fees are required of the existing 256 units. All other platted or future lots located within the Terra Mar Village Utilities, Inc. Service Area shall pay Development Fees to the City that are adopted at the time of building permit application plus the modification and repair surcharge (Section 4.03).

**Section 4.02 City Rates.** The user charges for water and sewer service shall be in accordance with Chapter 19 (Utilities and Services) of the City of Edgewater Code of Ordinances.

**Section 4.03 System Modifications.** The City and Terra Mar acknowledge that certain modifications and repairs are required to upgrade the water and sewer system and connect the

existing collection and transmission systems to the City's water and sewer system. The City shall be responsible for the design, permitting and construction of the required modifications and repairs. The estimated cost of the modifications and repairs is \$415,305.00.

The City and Terra Mar acknowledge and agree that the City shall impose a surcharge for the cost of the modifications and repairs to the monthly bill of all Terra Mar customers. The surcharge shall be for a seven (7) year period and not exceed a total of \$2,000.00 per unit for the seven (7) year period. The surcharge shall be effective upon completion of the improvements to the Terra Mar System. The City shall charge an interest rate of three percent (3%). The amount of the modification and repair surcharge shall be the total actual cost of the modifications and repairs divided by the total number of platted lots (324) within the Terra Mar development. (An example calculation of the modification and repair surcharge shall be  $\$415,305 \div 324 = \$1,281.81$  per unit. A principal amount of \$1,281.81 for seven (7) years and three percent (3%) is \$16.94 per month per unit.)

**Section 4.04 Demolition of Existing Water and Sewer Treatment Facilities.** The City shall be responsible for the permitting, planning and removal of the existing water treatment facility and sewer treatment facility. The existing Water and Sewer Treatment Facilities shall be all above ground structures used to treat potable water and/or wastewater. The City and Terra Mar shall agree on any structure(s) to be salvaged.

**Section 4.05 Schedule of Demolition.** The City agrees to remove the water and sewer treatment facilities and restore the sites to a developable grade no later than twelve (12) months from the Closing Date.

#### **ARTICLE V - DISCLOSURE AND INSPECTION**

**Section 5.01 Disclosed Information.** Terra Mar agrees to provide the following

documentation to the City:

- A. Assets and Easements in real property to be conveyed to the City at closing, attached as **Exhibit "A"**.
- B. Listing of Developer's Agreements to provide water and sewer service, if any, attached as **Exhibit "B"**.
- C. Listing of personal property to be conveyed to the City at closing, attached as **Exhibit "C"**.
- D. Copies of all Certificates issued to Terra Mar by the PSC pursuant to which it is authorized to provide water treatment and distribution, and sewage collection, treatment and disposal services, are attached as **Exhibit "D"**.
- E. A description and map of the territory which Terra Mar is entitled to serve under its Certificates from the Public Service Commission, are attached as **Exhibit "E"**.
- F. **Exhibit "F"**, showing the total number of sewer and water Connections committed, permitted, and paid but not yet connected, total number of Connections committed, permitted and not paid, and the total number of Connections committed, not permitted and unpaid.
- G. A complete list of the names and service addresses of all customers including an accounting of service deposits, served by the Systems as of the date of such list, attached as **Exhibit "G"**.

**Section 5.02** City agrees to provide the following Exhibit to Terra Mar:

- A. Legal description of two (2) lift station site(s), attached as **Exhibit "I"**.

**Section 5.03 Inspection of Systems.** The City has heretofore undertaken and completed such physical and other investigations or inspections of the Systems, as well as such other matters

as the City has deemed necessary in order for the City to evaluate the Systems and the property to be sold and purchased hereunder, to determine the feasibility of the City's purchase of Subject Assets and requirements for the operation and future expansion of the Systems. The City hereby acknowledges that the results of such investigations and inspections are complete and satisfactory to the City.

#### **ARTICLE VI - REPRESENTATIONS AND WARRANTIES**

As an inducement to the execution, delivery and performance of this Agreement and the consummation of the sale and purchase transaction contemplated herein, the respective parties hereby make the following representations, warranties and agreements.

**Section 6.01 Representations of Terra Mar.** Terra Mar represents and warrants to and agrees with the City as follows:

- A. **Organization and Standing of Terra Mar.** Terra Mar has been organized under the laws of the State of Florida, validly exists and is in good standing in the State of Florida.
- B. **Due Authorization.** The execution and delivery of this Agreement by Terra Mar and the consummation by it of the transactions contemplated herein have been duly authorized by all requisite corporate action and such due authorization will remain in full force and effect on the Closing Date.
- C. **Title.** As of the Closing Date, Terra Mar will be the lawful owner of Subject Assets and may lawfully sell Subject Assets and convey thereto to the City, subject only to the Permitted Exceptions.
- D. **No Other Contracts.** Neither the execution of this Agreement nor consummation of the transaction contemplated herein shall constitute a default under or breach of any



other contract to which Terra Mar is a party.

- E. No Suits or Regulatory Matters. Unless otherwise specified in **Exhibit “H”**, there are no outstanding, pending or threatened suits and no outstanding, pending or threatened regulatory matters against, by or affecting Terra Mar in any court or before any governmental agency which might have a materially adverse effect on the rights and obligations of the parties hereunder.
- F. Zoning. To the best of Terra Mar’s knowledge and belief the parcels of real property within which the Systems now are located (other than Terra Mar’s Property) have been zoned by the appropriate authorities under zoning classifications which permit the use of such parcels for the Water System or the Sewer System, as the case may be.
- G. Broker Fees. City is not obligated to pay a fee for brokerage, finding or any commission with respect to the purchase or sale hereunder.
- H. No New Long-Term Utility Service Agreements. Except as herein provided, between the date hereof and the Closing Date, Terra Mar will not enter into any new Developer’s Agreements granting any right to future Connections.
- I. Change of Condition. If, prior to the Closing Date, any event shall occur relating to or affecting the Subject Assets or the transaction contemplated by this Agreement, which might result in an adverse change of condition of a material nature, Terra Mar will promptly notify City in writing of the circumstances and details of such event.
- J. Indemnification. Terra Mar hereby agrees to save and hold the City harmless from and to indemnify the City against any and all losses or damages suffered by the City resulting from:

- (i) Any misrepresentation by Terra Mar of a material fact contained in this Agreement;
  - (ii) Any breach of the warranties made by Terra Mar pursuant to this Agreement.
- K. All documents which were turned over to the City by Terra Mar, including those relied on in preparing the exhibits referred to in Section 5.01, are, to the best of Terra Mar's knowledge, true and accurate through the date on which they were turned over to the City's custody and control.
- L. Ownership. Terra Mar owns all the real property (specifically the two (2) existing lift stations sites), easements and rights-of-way necessary to operate and maintain the Systems. The Systems as now constructed are located within said real property, easements and rights-of-way.

If, prior to Closing Date, the City discovers that it does not have easements necessary to access the sewer and water facilities conveyed to the City pursuant to this Agreement, Terra Mar agrees to grant an appropriate "blanket utility easement" necessary to locate and access the systems.

- M. Opinion. On the Closing Date Terra Mar will cause to be delivered to City the written opinion of counsel stating inter alia and subject to appropriate qualifications that all statutory, contractual and corporate prerequisites to Terra Mar's execution, delivery and performance of this Agreement have, in fact, been taken by Terra Mar, and that this Agreement and Terra Mar's performance of its obligations hereunder are legal, valid and binding upon Terra Mar, and that to the knowledge of counsel, there are no pending or threatened suits or regulatory proceedings which would affect the transfer of the Subject Assets hereunder and no undisclosed contingent

liabilities, which, after the Closing Date, would impose any obligation on the City.

**Section 6.02 Representations of City.** The City hereby represents and warrants to and agrees with Terra Mar, as follows:

- A. **Prerequisites.** That the City has taken and will take all actions and proceedings, including the adoption of appropriate resolutions reasonably required to be taken in its execution and performance of this Agreement.
- B. **Opinion.** On the Closing Date, the City shall cause to be delivered to Terra Mar the written opinion of the City Attorney stating inter alia and subject to appropriate qualifications that all constitutional, statutory and contractual prerequisites to the City's execution, delivery and performance of this Agreement have, in fact, been taken by the City, and that this Agreement and, from and after the Closing Date, the City's performance of its obligations hereunder are legal, valid and binding upon the City, provided that no opinion will be expressed as to any obligation of the City to indemnify Terra Mar or hold Terra Mar harmless or with respect to surcharges imposed upon current users of the System.
- C. ***(THIS SUBSECTION INTENTIONALLY LEFT BLANK)***
- D. **Governmental Approvals.** The City shall obtain in a timely fashion any approvals or permits required by the Florida Public Service Commission, the St. Johns River Water Management District and the Florida Department of Environmental Protection. Terra Mar shall cooperate with the City by executing any documents necessary to obtain said approvals or permits.

## ARTICLE VII - CLOSING

**Section 7.01 Exhibits Required at Closing.** At or before time of closing, Terra Mar

agrees to provide the following documents:

**Exhibit “A”** Listing of all the assets and easements in real property owned by Terra Mar to be conveyed to the City;

**Exhibit “B”** Listing of and all Agreements, Developer’s Agreements, or other types of Agreements along with all Amendments thereto, between Terra Mar and various third parties to provide water and sewer service (if any);

**Exhibit “C”** Listing of all personal and intangible property/items to be conveyed to the City;

**Exhibit “D”** Copies of all Certificates/Licenses issued to Terra Mar by the PSC pursuant to which it is authorized to provide water treatment and distribution, and sewage collection, treatment and disposal services;

**Exhibit “E”** A description and map of the territory which Terra Mar is entitled to serve under its Certificates from the Public Service Commission;

**Exhibit “F”** Listing of Connections showing the total number of sewer and water Connections committed, permitted, and paid but not yet connected, total number of Connections committed, permitted and not paid, and the total number of Connections committed, not permitted and unpaid;

**Exhibit “G”** A complete Listing of the names and service address of all customers including an accounting of service deposits, served by the Systems as of the date of such list; and

**Exhibit “H”** A complete listing stating there are no outstanding, pending or threatening suits and no outstanding, pending or threatened regulatory matters against, by or affecting Terra Mar in any court or before any governmental agency.

**Section 7.02 Conveyance of Title.** Terra Mar shall convey title to the Subject Assets to

the City on the Closing Date. Title to all tangible personal property contemplated to be sold and purchased hereunder shall be conveyed to City by Warranty Bill of Sale, free and clear of all liens and encumbrances. Title to the Other Assets contemplated to be sold and purchased hereunder shall be conveyed by Terra Mar by unconditional assignment, free and clear of all liens and encumbrances, to the extent, but only to the extent, that the same are assignable. Terra Mar shall also furnish to the City at the closing a mechanic's lien affidavit as to realty and personalty insuring and indemnifying City against any such liens or claims.

**Section 7.03** **Transfer of Contracts and Developer's Agreements.** On the Closing Date, Terra Mar, will assign to the City, the Developer's Agreements existing as of the date of this Agreement. Such assignment shall contain an express assumption by the City of all of Terra Mar's obligations thereunder.

The City expressly agrees that it will bear the cost of removing the existing water and sewer treatment facilities and restoring the sites to a buildable grade.

**Section 7.04** **Acknowledgment of Delivery.** At the Closing Date, the City shall execute and deliver to Terra Mar an instrument, in the form attached hereto as **Exhibit "J"**, under which the City acknowledges the conveyance, assignment and delivery to it by Terra Mar of all the Subject Assets.

**Section 7.05** **Closing Costs.** The City shall pay the cost of recording the instruments of conveyance and any other transfer fees applicable to the instruments of conveyance shall be paid by the City.

**Section 7.06** **Professional Fees.** Each of the parties hereto shall pay the fees of their or its own attorneys, engineers, accountants, and other professional advisors or consultants in connection with the negotiation, preparation and execution of this Agreement and any documents

associated with the closing of the sale and purchase transaction contemplated herein.

**Section 7.07 Prorations.** Any applicable taxes on the Subject Assets for the current year shall be paid by Terra Mar. Utility deposits shall be the property of City. Utility services shall not be discontinued as of the Closing Date.

**Section 7.08 Customer Deposits.** The City agrees to assume responsibility for the liability of all customer deposits. Furthermore, all customer deposits remaining in the Customer Deposit Fund shall become the property of the City at the Closing Date.

**Section 7.09 Time.** Time is of the essence of this Agreement. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

#### ARTICLE VIII - CONDITIONS PRECEDENT TO CLOSING

**Section 8.01 Conditions Precedent to Performance by the City.** All obligations of the City under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of the following conditions:

- A. All disclosed information, representations and warranties of Terra Mar contained in this Agreement shall be complete, true and correct on the Closing Date, the same as though made on and as of such date.
- B. Terra Mar shall have performed all obligations on its part required to be performed on or prior to the Closing Date.
- C. Terra Mar shall have good and marketable title to the Subject Assets on the Closing Date and Closing Date, free and clear of all liens and encumbrances whatsoever except for the Permitted Exceptions, and any liens and encumbrances which will be paid in full by Terra Mar at the Closing Date.

- D. Terra Mar has complied and will at the Closing Date be in compliance in all respects with this Agreement, all permits, licenses and franchises, and all provisions of applicable law.
- E. Terra Mar will execute all documents necessary to transfer all Public Service Commission Certificates required by law to the City.
- F. As of the Closing Date, there shall have been no material adverse change in applicable law or in the business or property of Terra Mar.

**Section 8.02 Conditions Precedent to Performance by Terra Mar.** All obligations of Terra Mar under this Agreement are subject to the fulfillment prior to or on the Closing Date of the following conditions:

- A. All representations and warranties of the City contained in this Agreement shall be complete, true and correct on the Closing Date, the same as though made on and as of such date.
- B. The City shall have performed all obligations on its part required to be performed on or prior to the Closing Date.
- C. The City shall have delivered to Terra Mar on the Closing Date the opinion of counsel required under Section 6.01L hereof.

#### **ARTICLE IX - DEFAULT AND REMEDIES**

In the event that the purchase and sale hereunder is not closed by reason of City's breach or default of its obligations under this Agreement, Terra Mar shall have the option to cancel this Agreement, but such cancellation shall not preclude Terra Mar from the exercise of any remedy allowed by law or equity including damages or specific performance.

In the event that the purchase and sale hereunder is not closed by reason of Terra Mar's

breach or default of its obligations under this Agreement, City shall have the option to cancel this Agreement, but such cancellation shall not preclude City from the exercise of any remedy allowed by law or equity including damages or specific performance.

In the event that litigation occurs between the parties hereto with respect to the interpretation or enforcement of this Agreement, either before or subsequent to the Closing Date, the prevailing party or parties in such litigation, including any and all appeals therefore, shall be entitled to recover from the losing party all reasonable attorney's fees and costs incurred by the prevailing party or parties in the course of such litigation, including appeals.

#### **ARTICLE X - MISCELLANEOUS PROVISIONS**

**Section 10.01 Survival of Agreement after Closing and Further Documents.** Unless otherwise limited herein, all representations, warranties, covenants and agreements made herein by either party shall survive the Closing Date. After the closing, each party agrees to execute such further instruments and take such further actions as the other party may reasonably request in order to effect the complete consummation of the transactions contemplated herein.

**Section 10.02 No Other Agreements.** This Agreement supersedes all prior discussions and agreements between Terra Mar and the City as to the matters contained herein and contains the sole and entire agreement between the parties hereto with respect to the sale and purchase transaction contemplated hereby.

**Section 10.03 Modification.** No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, executed by the party to be bound thereby.

**Section 10.04 Assignability.** This Agreement may not be assigned by Terra Mar or the City to any successor in interest.

**Section 10.05 Florida Law to Govern.** The law of the State of Florida shall govern the



construction and enforcement of this Agreement.

**Section 10.06 Counterparts and Headings.** This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

**Section 10.07 Notice.** Any notice of other document to be given hereunder by either party to the other shall be in writing and shall be delivered personally or sent by certified mail with return receipt requested, to the following:

**If to City:**

City Manager's Office  
City of Edgewater  
P. O. Box 100  
Edgewater, FL 32132-0100

**With Copy to:**

Legal Department  
City of Edgewater  
P. O. Box 100  
Edgewater, FL 32132-0100

**If to Terra Mar:**

Frank J. Uddo, President  
Terra Mar Village Utilities, Inc.  
P. O. Box 237  
Edgewater, FL 32132

**With Copy to:**

Dorothy L. Hukill, P.A.  
1620 South Clyde Morris Boulevard  
Daytona Beach, FL 32119

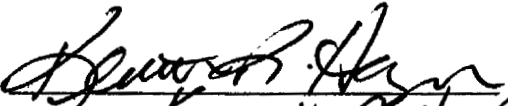
**Section 10.08 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

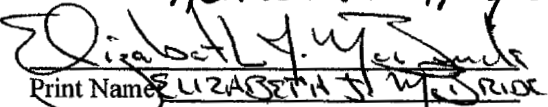
**Section 10.09 Commission Approval.** The parties agree to cooperate with each other to comply with the provisions of Section 367.071, Florida Statutes, if necessary.

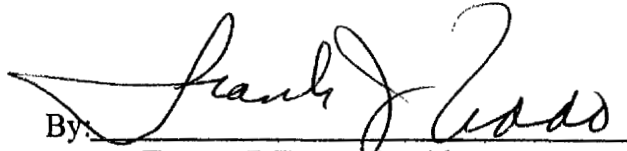
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**TERRA MAR VILLAGE UTILITIES, INC.**

**WITNESSES:**

  
Print Name: Kenneth R. Hager

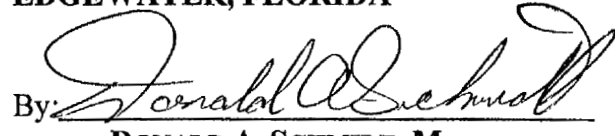
  
Print Name: ELIZABETH J. WADSWORTH

By:   
FRANK J. UDDO, President

**ATTEST**

  
SUSAN J. WADSWORTH, City Clerk

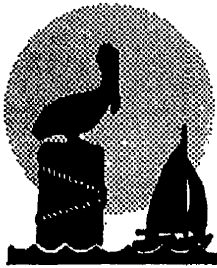
**CITY COUNCIL OF THE CITY OF  
EDGEWATER, FLORIDA**

By:   
DONALD A. SCHMIDT, Mayor

  
ROBIN L. MATUSICK,  
Legal Assistant/Paralegal

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and Legality by:  
Scott A. Cookson, Esquire  
City Attorney  
Foley & Lardner

Approved by the City Council during the Council meeting held on the 7 day of July, 2003 under Agenda Item 6A.



# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

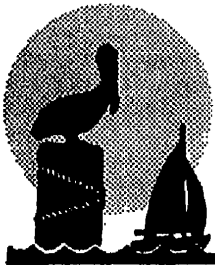
## EXHIBIT A

Listing of all the assets and easements in real property owned by Terra Mar to be conveyed to the city;

A perpetual easement with a specific legal description will be conveyed to the city. This legal description will be supplied by the city and approved by Terra Mar.

Lift Station "1" is located at 145 Red Bass Lane directly across from Whiting Way.

Lift Station "2" is located on the west side of the sewer treatment plant inside the sewer treatment plant compound.



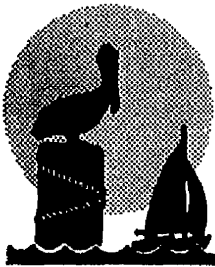
# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## EXHIBIT B

Listing of and all Agreements, Developer's Agreements, or other types of Agreements along with amendments thereto, between Terra Mar and various third parties to provide water and sewer service (if any);

There are no developer's agreements - see attached copies of PSC agreements for water and wastewater.



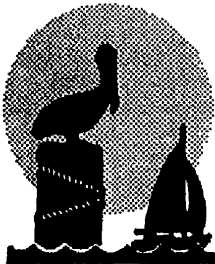
# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## EXHIBIT C – list

Listing of all personal and intangible property / items to be conveyed to the City;

See attached list.

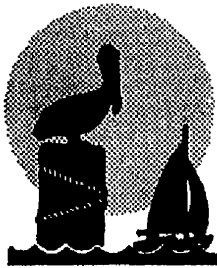


# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## TERRA MAR VILLAGE UTILITIES INVENTORY:

2	Pine Street lift station pumps
1	R. O. 10 horsepower pump
15 gallons	Aqua Mag
5 gallons	R. O. Descalant
50 gallons	sulfuric acid
approx. 24	assorted PVC fittings for meters
1	Hauck turbidity meter
2	Gould 15 horsepower R. O. pumps



# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## EXHIBIT D

Copies of all certificates/Licenses issued to Terra Mar by the PSC pursuant to which it is authorized to provide water treatment and distribution and sewage collection treatment and disposal services.

Attached are copies of the original documents.

323-S is the certificate number for wastewater.

374-W is the certificate number for water treatment.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number  
323-S

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

TERRA MAR VILLAGE UTILITIES, INC.

Whose principal address is:

4383 South U.S. 1  
Edgewater, Florida 32141 (Volusia County)

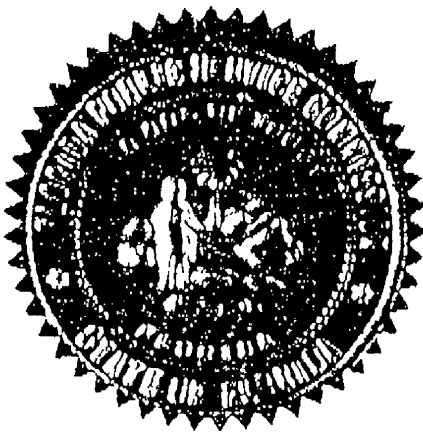
to provide water service in accordance with the provision of Chapter 367,  
Florida Statutes, the Rules, Regulations and Order of this Commission in the  
territory described by the Orders of this Commission.

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

ORDER PSC-96-0581-FOF-WS  
ORDER  
ORDER  
ORDER  
ORDER

DOCKET 950695-WS  
DOCKET  
DOCKET  
DOCKET  
DOCKET

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



*Blanca S. Davis*  
Director  
Division of Records and Reporting



WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 323-S

COUNTY - Volusia

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date issued</u>	<u>Docket Number</u>	<u>Type</u>
PSC-96-0581-FOF-WS	05/03/96	950695-WS	Transfer

Frank J. Uddo  
Director

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number  
374-W

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

TERRA MAR VILLAGE UTILITIES, INC.

Whose principal address is:

4383 South U.S. 1  
Edgewater, Florida 32141 (Volusia County)

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

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

ORDER	PSC-96-0581-FOF-WS	DOCKET 950695-WS
ORDER		DOCKET
ORDER		DOCKET
ORDER		DOCKET
ORDER		DOCKET

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



  
Director  
Division of Records and Reporting

WATER TARIFF

TERRITORY SERVED

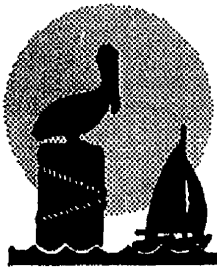
CERTIFICATE NUMBER - 374-W

COUNTY - Volusia

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date issued</u>	<u>Docket number</u>	<u>Type</u>
PSC-96-0581-FOF-WS	05/03/96	950695-WS	Transfer

Frank J. Uddo  
Director



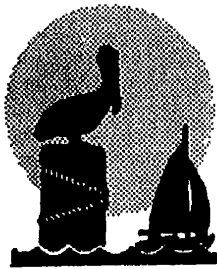
# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## EXHIBIT E

A description of the map of the territory which Terra Mar is entitled to serve under its Certificates from the Public Service Commission;

See attached map and description of territory.



# TERRA MAR VILLAGE UTILITIES, INC.

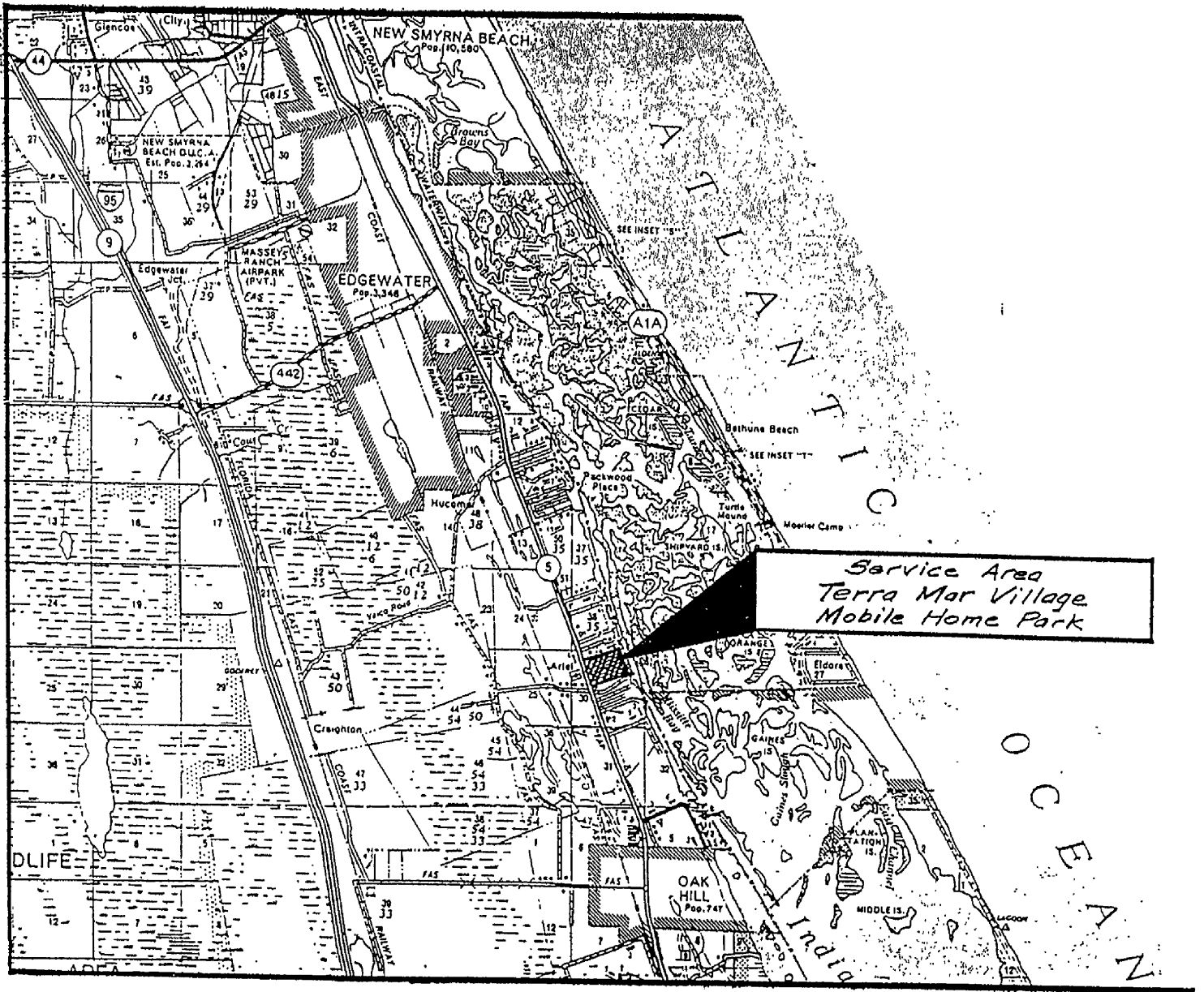
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## Description of Territory Served

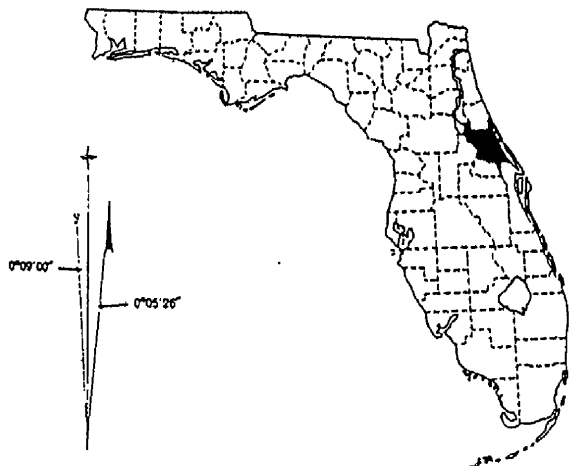
Township 18 South, Range 35 East, Volusia County

### Section 38

The South 1500 feet of the North 2300 feet of the West 2500 feet of said Section 38

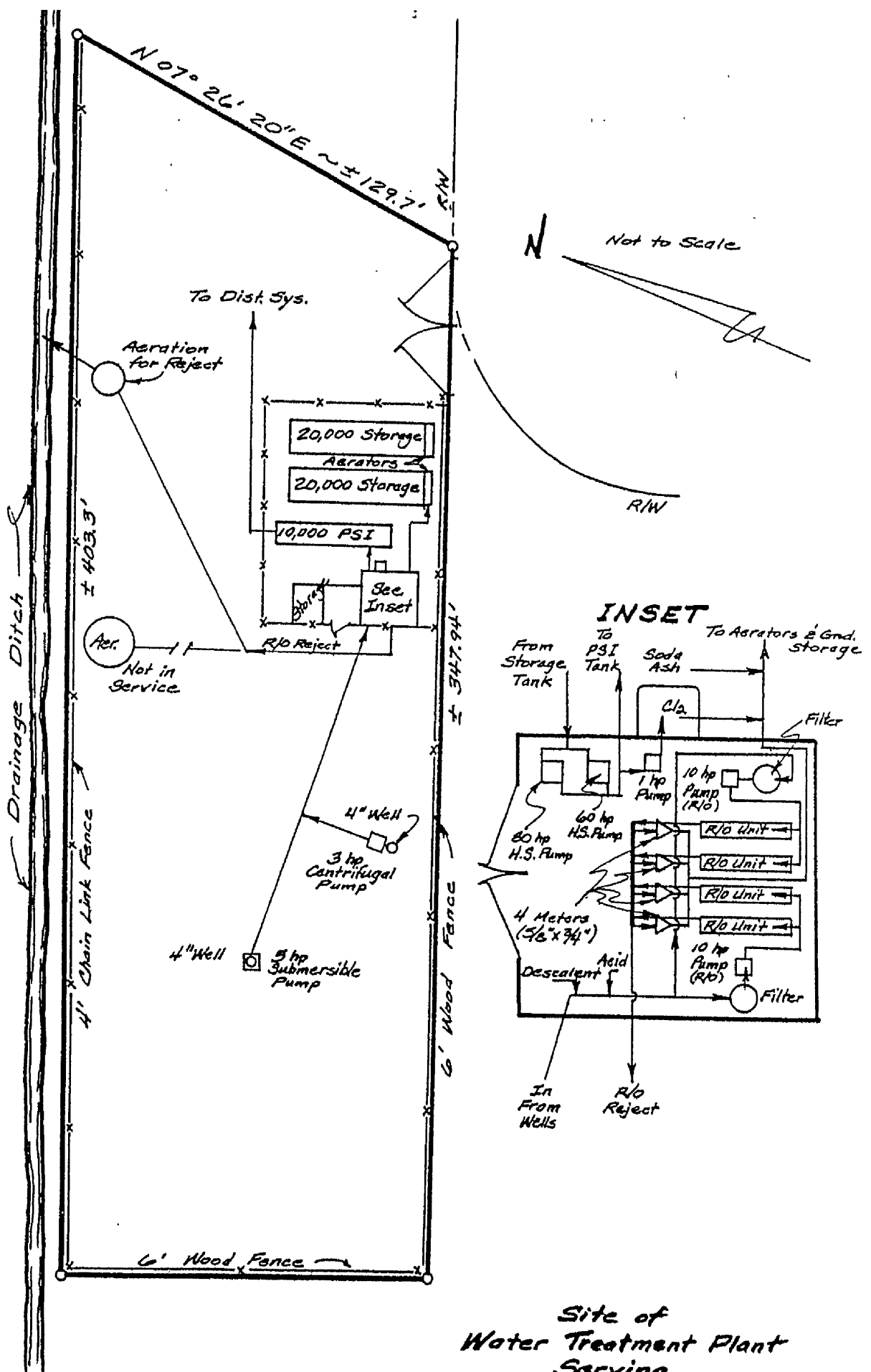


*Service Area  
Terra Mar Village  
Mobile Home Park*

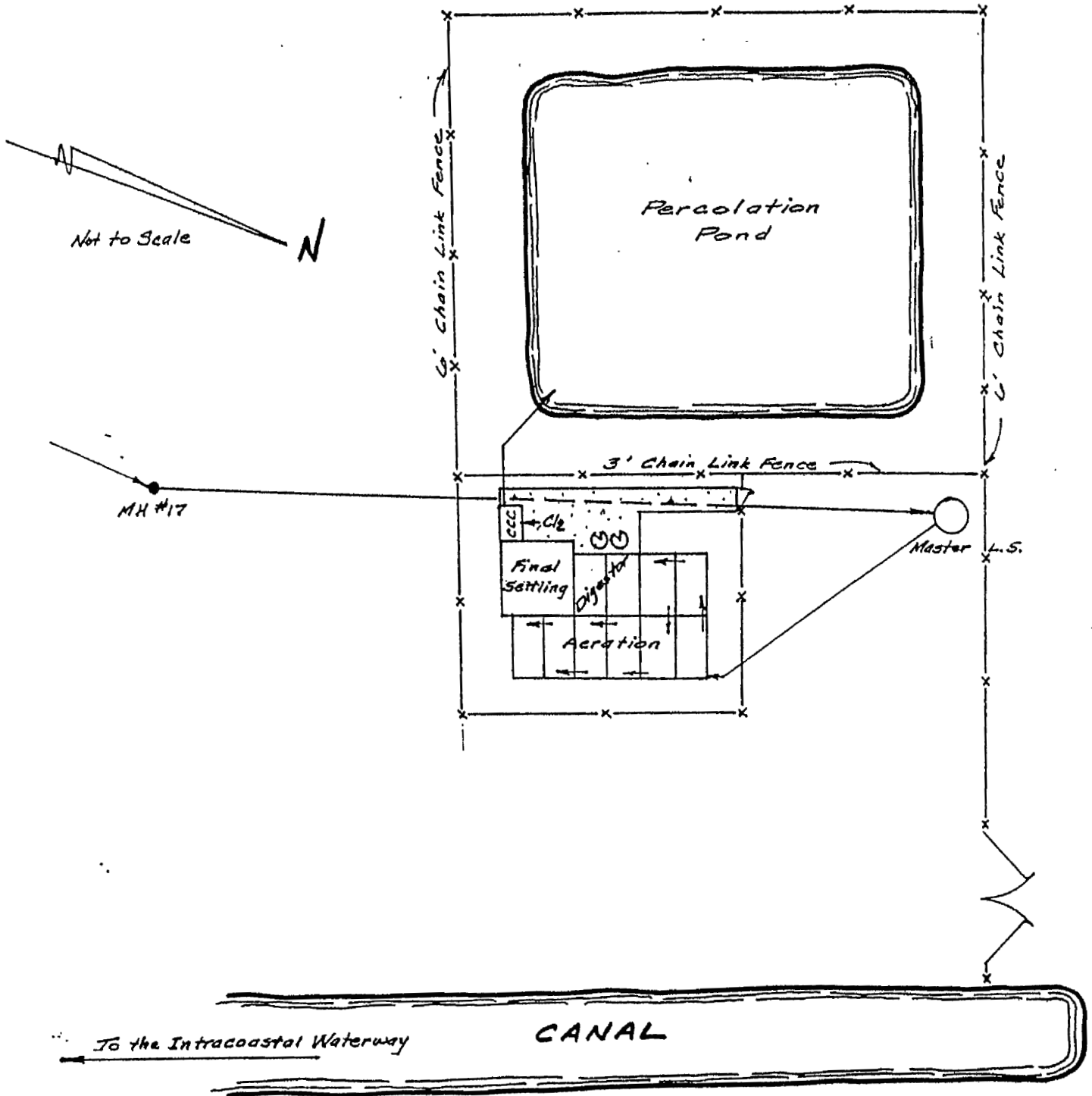


*Location Map  
of  
Terra Mar Village  
Mobile Home Park*

GRID NORTH AT DELAND IS 0°09'00" WEST OF TRUE NORTH  
MAGNETIC NORTH IN JUNE, 1965 IS APPROXIMATELY 0°05'20" EAST OF TRUE NORTH  
ANNUAL MAGNETIC CHANGE IS APPROXIMATELY 0°04'45" WESTWARD



Site of  
Water Treatment Plant  
Serving  
Terra Mar Village



Site of  
 Wastewater Treatment Plant  
 Serving  
 Terra Mar Village

ATTACHMENT "C"



**Other Accounts**

Energy Conservation Administration	20015935	ECNAD	9080100
	20015968		9080100
	20022601		9080100

**Disclosure No. 1**

**Subject: Advertising Expenses Recorded in Account 908.01**

**Statement of Fact:** Progress Energy Florida incurred advertising expenses totaling \$29,497 which were recorded in Account 908 – Customer Assistance Expenses ECCR Programs. These costs are not included as advertising in the filing but are recorded as Miscellaneous Expenses in various conservation programs.

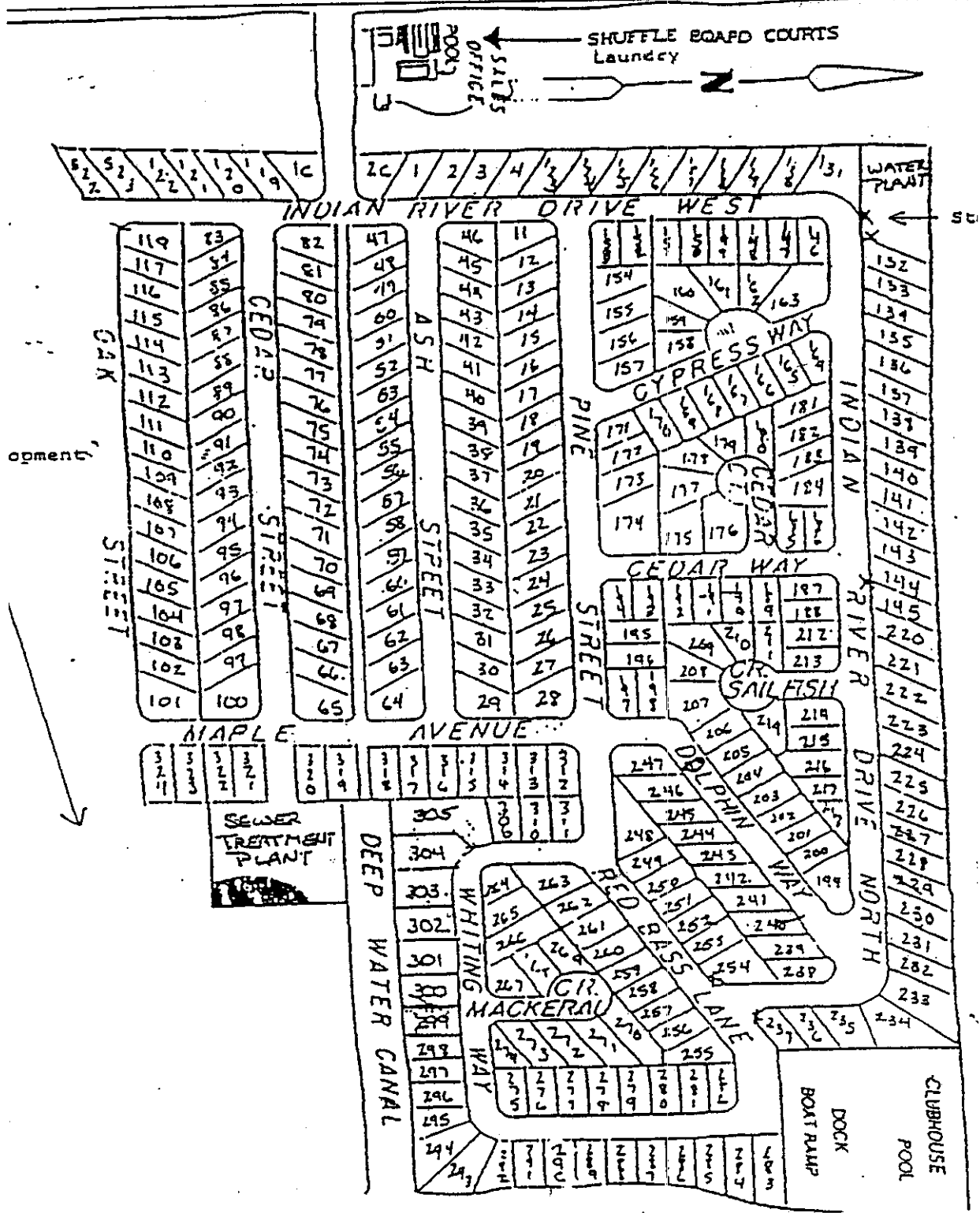
When a request was made to explain why the above specified advertising costs were not included in Account 909.01-Informational and Instruction Advertising Expenses, the company response was that Rule 25-17.015 F.A.C. does not specifically call for an individual FERC account for advertising costs. The rule only states that the expense must be directly related to an approved energy conservation program. And further, Progress Energy Florida has always accounted for all costs associated with advertising such as labor, materials and outside services for approved energy conservation programs as recoverable and are viewed as such when analyzing costs.

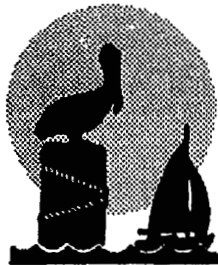
**Auditor Opinion and Recommendation:**

The Code of Federal Regulations provides for Account 909 to record recoverable advertising expense. This account should be used to record advertising expenses and any associated costs such as labor, outside services and materials which are incurred by the company, like those that the company is recording in Account 908. The only distinction that the staff noted between those advertising costs charged to Accounts 909.01 and 908.01 are that the latter were incurred in house.

The Commission should order the Company to record all of its advertising costs in the specified account established for that purpose.

**PEF Response:** The Company complies with the Code of Federal Regulations requirement that Account 909 is to be used to record advertising expenses. As shown in the response to Exception No. 1 above, the Company uses a combination of project numbers and tasks to direct charges to the appropriate FERC account. The \$29,497 amount erroneously charged to Account 908 represents only 2% of the \$1,073,800 amount charged to Account 909 and reflected as advertising costs in the 2002 True-Up Filing. Since these costs are also recoverable and correctly charged to the correct program, the Company did not consider it necessary to reclassify this portion to Account 909.





# TERRA MAR VILLAGE UTILITIES, INC.

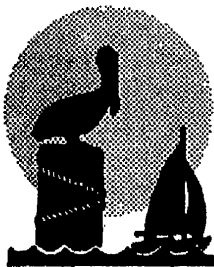
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## EXHIBIT F

Listing of connections showing the total number of sewer and water connections committed, permitted, and paid, but not yet connected, total number of connections committed, permitted and not paid, and the total number of connections committed, not permitted and unpaid;

The following is the only exception:

1. Tantillo Lot # 98 – 132 Cedar St.  
committed, permitted and paid but not connected – meter is in, house delivered June 30<sup>th</sup> – will be connected in thirty days. Must be completed by resident's plumber.



# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## EXHIBIT G

A complete listing of the names and service address of all customers including an account of service deposits served by the systems as of the date of such list.

1. names and addresses – attached

2. only (2) deposits which shall be refunded to customer upon payment of final reading by Terra Mar:

- |              |                 |               |
|--------------|-----------------|---------------|
| 1. Lot # 126 | Scott Aurig     | paid \$126.00 |
| 2. Apt1      | Nicholas Hallas | paid \$126.00 |

# *Terra Mar*

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical addres</i>	<i>Assmt</i>	<i>Dev Fee</i>
1	1	Doris	Browne	4390	Indian River Dr W	1281.8	n/a
2	2	Leo	Hiles	4384	Indian River Dr W	1281.8	n/a
3	3	Evelyn	Schlack	4378	Indian River Dr W	1281.8	n/a
4	4	Robin	Andrae	4372	Indian River Dr W	1281.8	n/a
5	11	Karen	Whitney	102	Pine St	1281.8	n/a
6	12	Al	Sholette	104	Pine St	1281.8	n/a
7	13	Lisa	Lambert	106	Pine St	1281.8	n/a
8	14	Steve	Nemeth	108	Pine St	1281.8	n/a
9	15	Yarnell	Cooper	110	Pine St	1281.8	n/a
10	16	Nina	Welker	112	Pine St	1281.8	n/a
11	17	David	Haskins	114	Pine St	1281.8	n/a
12	18	Domenick	Demasi	116	Pine St	1281.8	n/a
13	19	Marvin	Bittle	118	Pine St	1281.8	n/a
14	20	Domenico	Fandetti	120	Pine St	1281.8	n/a
15	21	David	Haskins	122	Pine St	1281.8	n/a
16	22	Cono	Argentina	124	Pine St	1281.8	n/a
17	23	Jackie	Dudley	126	Pine St	1281.8	n/a
18	24	William	Flanagan	128	Pine St	1281.8	n/a
19	25	Robert	Johnson	130	Pine St	1281.8	n/a
20	26	John	Matthews	132	Pine St	1281.8	n/a
21	27	George	Haskins	134	Pine St	1281.8	n/a
22	28	June	Rains	136	Pine St	1281.8	n/a
23	29	Dan	Haskins	135	Ash St	1281.8	n/a
24	30	Don	Riffe	133	Ash St	1281.8	n/a
25	31	Ronald	Maxam	131	Ash St	1281.8	n/a
26	32	Jenna	Fleming	129	Ash St	1281.8	n/a
27	33	Geraldine	Wampler	127	Ash St	1281.8	n/a
28	34	Willam	Johnson	125	Ash St	1281.8	n/a

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical address</i>	<i>Assmt</i>	<i>Dev Fee</i>
29	35	Ray	Dumond	123	Ash St	1281.8	n/a
30	36	Joanne	Johansson	121	Ash St	1281.8	n/a
31	37	Tom	Halliwel	119	Ash St	1281.8	n/a
32	38	Paul	Priestley	117	Ash St	1281.8	n/a
33	39	F.	Hujdak	115	Ash St	1281.8	n/a
34	40	Frank	Vansteenburgh	113	Ash St	1281.8	n/a
35	41	Robert	Rellinger	111	Ash St	1281.8	n/a
36	42	Loy	Lutton	109	Ash St	1281.8	n/a
37	43	E. W.	Nicholson	107	Ash St	1281.8	n/a
38	44	Warren	Turnblom	105	Ash St	1281.8	n/a
39	45	Garry	Cox	103	Ash St	1281.8	n/a
40	46	George	Haskins	101	Ash St	1281.8	n/a
41	47	Jeffrey	Durst	102	Ash St	1281.8	n/a
42	48	Harry	Polizzi	104	Ash St	1281.8	n/a
43	49	Don E.	Truax	106	Ash St	1281.8	n/a
44	50	Cheri	Barnhardt	108	Ash St	1281.8	n/a
45	51	Dolores	Holloway	110	Ash St	1281.8	n/a
46	52	Jeanne	DeMaria	112	Ash St	1281.8	n/a
47	53	Randy	Burdick	114	Ash St	1281.8	n/a
48	54	Tom	Cooper	116	Ash St	1281.8	n/a
49	55	Jim	Bowles	118	Ash St	1281.8	n/a
50	56	Mary	Grady	120	Ash St	1281.8	n/a
51	57	Harold	Shriver	122	Ash St	1281.8	n/a
52	58	David	Johnson	124	Ash St	1281.8	n/a
53	59	Debbie	Powers	126	Ash St	1281.8	n/a
54	60	Earl	Molltor	128	Ash St	1281.8	n/a
55	61	Sharon	Hesher	130	Ash St	1281.8	n/a
56	62	D.	Lutz	132	Ash St	1281.8	n/a
57	63	Diana	Pellechio	134	Ash St	1281.8	n/a
58	64	Joseph, Jr	Arena	136	Ash St	1281.8	n/a

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical addres</i>	<i>Assmt</i>	<i>Dev Fee</i>
59	65	Glenna	Markle	135	Cedar St	1281.8	n/a
60	66	George	Moore	133	Cedar St	1281.8	n/a
61	67	Christine	Williams	131	Cedar St	1281.8	n/a
62	68	Art	Rimmer	129	Cedar St	1281.8	n/a
63	69	Terri	Hamilton	127	Cedar St	1281.8	n/a
64	70	Nell	Rhymer	125	Cedar St	1281.8	n/a
65	71	Dorothy	Barler	123	Cedar St	1281.8	n/a
66	72	Walter	Scinski	121	Cedar St	1281.8	n/a
67	73	Daniel	Haskins	119	Cedar St	1281.8	n/a
68	74	Victor	Elder	117	Cedar St	1281.8	n/a
69	75	Gertrude	Zint	115	Cedar St	1281.8	n/a
70	76	Ruth	Orem	113	Cedar St	1281.8	n/a
71	77	Bob	Brackney	111	Cedar St	1281.8	n/a
72	78	Daniel	Koolstra	109	Cedar St	1281.8	n/a
73	79	Laura	Wyatt	107	Cedar St	1281.8	n/a
74	80	Jay	McCormick	105	Cedar St	1281.8	n/a
75	81	John	Stratton	103	Cedar St	1281.8	n/a
76	82	David	DeMarla	101	Cedar St	1281.8	n/a
77	83	John	McKeown	4411	Indian River Dr W	1281.8	n/a
78	84	Barbara	Cade	104	Cedar St	1281.8	n/a
79	85	Kenneth	Proper	106	Cedar St	1281.8	n/a
80	86	Thelma	Turner	108	Cedar St	1281.8	n/a
81	87	Edna	Lupo	110	Cedar St	1281.8	n/a
82	88	Donald	Whitney	112	Cedar St	1281.8	n/a
83	89	Charles	Hamilton	114	Cedar St	1281.8	n/a
84	90	Helen	Polly	116	Cedar St	1281.8	n/a
85	91	Harold	Misener	118	Cedar St	1281.8	n/a
86	92	E.	Madlin	120	Cedar St	1281.8	n/a
87	93	Joseph	Filakosky	124	Cedar St	1281.8	n/a
88	95	M	Amo	126	Cedar St	1281.8	n/a

<i>Count Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical addres</i>	<i>Assmt</i>	<i>Dev Fee</i>
89 96	N.	Haskins	128	Cedar St	1281.8	n/a
90 97	Pyburn	Lorraine	130	Cedar St	1281.8	n/a
91 98	Tantillo	Joseph	132	Cedar St	1281.8	n/a
92 99	Thomas	BIRD	134	Cedar St	1281.8	n/a
93 100	Gail	Donlthan	136	Cedar St	1281.8	n/a
94 101	Robert	Hicks	135	Oak St	1281.8	n/a
95 102	R	Knepp	133	Oak St	1281.8	n/a
96 103	L	Haynie	131	Oak St	1281.8	n/a
97 105	Melvin	Haynie	127	Oak St	1281.8	n/a
98 106	B	Thomas	125	Oak St	1281.8	n/a
99 107	Edward	Borsini	123	Oak St	1281.8	n/a
100 108	Ed	Haven	121	Oak St	1281.8	n/a
101 109	John	Coutinho	119	Oak St	1281.8	n/a
102 110	Dawn	Perkins	117	Oak St	1281.8	n/a
103 111	K	Coleman	115	Oak St	1281.8	n/a
104 112	Georgette	Rangel	113	Oak St	1281.8	n/a
105 113	John	Taylor	111	Oak St	1281.8	n/a
106 114	Marilyn	Tirado	109	Oak St	1281.8	n/a
107 115	Jack	Bennett	107	Oak St	1281.8	n/a
108 116	Gary	Bittle	105	Oak St	1281.8	n/a
109 117	John	Bassett	103	Oak St	1281.8	n/a
110 118	H.	Gregory	4415	Indian River Dr W	1281.8	n/a
111 119	N	Berger	4406	Indian River Dr W	1281.8	n/a
112 120	Richard	Dyjak	4410	Indian River Dr W	1281.8	n/a
113 121	Maryetta	D'Antonio	4414	Indian River Dr W	1281.8	n/a
114 122	Richard	Clark	4418	Indian River Dr W	1281.8	n/a
115 123	Guy	Turner	4366	Indian River Dr W	1281.8	n/a
116 124	Mike	Strickland	4360	Indian River Dr W	1281.8	n/a
117 125	Harry	Glover	4354	Indian River Dr W	1281.8	n/a
118 126	William, Jr.	Aurig	4348	Indian River Dr W	1281.8	n/a



<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical adres</i>	<i>Assmt</i>	<i>Dev Fee</i>
119	127	George	Brand	4342	Indian River Dr W	1281.8	n/a
120	128	Marie	Sanborn	4336	Indian River Dr W	1281.8	n/a
121	129	Thelma	Coe	4334	Indian River Dr W	1281.8	n/a
122	130	H	Temple	4324	Indian River Dr W	1281.8	n/a
123	131	Jim	Foden	4318	Indian River Dr W	1281.8	n/a
124	132	Dorothy, D.	Pepper	105	Indian River Dr N	1281.8	n/a
125	133	Village	Terra Mar	0	Indian River Dr N	due at co	due at connection
126	134	Donald	Beck	109	Indian River Dr N	1281.8	n/a
127	135	Francis	Benolt	111	Indian River Dr N	1281.8	n/a
128	136	George	Hargrove	113	Indian River Dr N	1281.8	n/a
129	137	Robert	Kelly	115	Indian River Dr N	1281.8	n/a
130	138	M	Dudgeon	117	Indian River Dr N	1281.8	n/a
131	139	Melton	Maurer	119	Indian River Dr N	1281.8	n/a
132	140	Anthony	Rinaldo	121	Indian River Dr N	1281.8	n/a
133	141	Donald	Tebo	123	Indian River Dr N	1281.8	n/a
134	142	Barbara	Nolan	125	Indian River Dr N	1281.8	n/a
135	143	Anthony	Brandt	127	Indian River Dr N	1281.8	n/a
136	144	Harry	Lewis	129	Indian River Dr N	1281.8	n/a
137	145	Vivian	Mccullough	131	Indian River Dr N	1281.8	n/a
138	146	Village	Terra Mar	0	Indian River Dr W	due at co	due at connection
139	147	Don	McCormick	4325	Indian River Dr W	1281.8	n/a
140	148	Village	Terra Mar	0	Indian River Dr W	due at co	due at connection
141	149	Chris	Koravos	4337	Indian River Dr W	1281.8	n/a
142	150	Elsie	Keyes	4343	Indian River Dr W	1281.8	n/a
143	151	Pat	Rush	4349	Indian River Dr W	1281.8	n/a
144	152	Dan	Slusher	4355	Indian River Dr W	1281.8	n/a
145	153	William	Cassano	4361	Indian River Dr W	1281.8	n/a
146	154	Roswell	Johnson	105	Pine St	1281.8	n/a
147	155	Robert	Ash	109	Pine St	1281.8	n/a
148	156	Roger	Duhaime	0	Pine St	1281.8	n/a

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical address</i>	<i>Assmt</i>	<i>Dev Fee</i>
149	157	Harold	Howdyshell	4350	Cypress Way	1281.8	n/a
150	158	L	Courtney	4340	Cypress Way	1281.8	n/a
151	159	Robert	Carver	4342	Cypress Way	1281.8	n/a
152	160	Len	Stanley	4336	Cypress Way	1281.8	n/a
153	161	Mary	Shipley	4334	Cypress Way	1281.8	n/a
154	162	Thelma	Tank	4328	Cypress Way	1281.8	n/a
155	163	J	Mackenzie	108	Indian River Dr N	1281.8	n/a
156	164	E	Johnson	4325	Cypress Way	1281.8	n/a
157	165	Roger	Gauthier	4329	Cypress Way	1281.8	n/a
158	166	Joseph	Tantillo	4331	Cypress Way	1281.8	n/a
159	167	Richard	Martin	4335	Cypress Way	1281.8	n/a
160	168	R	LaFave	4339	Cypress Way	1281.8	n/a
161	169	Edward	Mullin	4343	Cypress Way	1281.8	n/a
162	170	Charles	Ellis	4347	Cypress Way	1281.8	n/a
163	171	Don	Gulliver	119	Pine St	1281.8	n/a
164	172	Paul	Gallant	121	Pine St	1281.8	n/a
165	173	Jim	McNaughton	123	Pine St	1281.8	n/a
166	174	Richard	McCormick	127	Pine St	1281.8	n/a
167	175	Robert	Steine	4344	Cedar Way	1281.8	n/a
168	176	G	Zumstag	4340	Cedar Way	1281.8	n/a
169	177	Kimberly	Murphy	122	Cedar Court	1281.8	n/a
170	178	Susan	Bradley	120	Cedar Court	1281.8	n/a
171	179	James	Curtis	118	Cedar Court	1281.8	n/a
172	180	Ed	DeCourcy	117	Cedar Court	1281.8	n/a
173	181	Gerald	McCall	116	Indian River Dr N	1281.8	n/a
174	182	Queenie	Dayton	118	Indian River Dr N	1281.8	n/a
175	183	June	Lopez	120	Indian River Dr N	1281.8	n/a
176	184	Jim	Forton	122	Indian River Dr N	1281.8	n/a
177	185	Village	Terra Mar	0	Cedar Way	due at co	due at connection
178	186	Loren	Shofette	4328	Cedar Way	1281.8	n/a

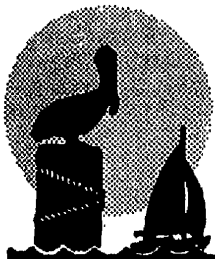
<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical addres</i>	<i>Assmt</i>	<i>Dev Fee</i>
179	187	A	Brown	130	Indian River N	1281.8	n/a
180	189	Village	Terra Mar	0	Cedar Way	due at co	due at connection
181	190	Village	Terra Mar	0	Cedar Way	due at co	due at connection
182	191	Village	Terra Mar	0	Cedar Way	due at co	due at connection
183	192	D	Sanders	4347	Cedar Way	1281.8	n/a
184	193	Village	Terra Mar	0	Cedar Way	due at co	due at connection
185	194	Virginia	Rose	4355	Cedar Way	1281.8	n/a
186	195	Michael	Schmidt	133	Pine St	1281.8	n/a
187	196	William	Flynn	135	Pine St	1281.8	n/a
188	197	Margaret	Gilgallon	4374	Dolphin Way	1281.8	n/a
189	198	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
190	199	Sandra	Smith	152	Indian River Dr N	1281.8	n/a
191	200	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
192	201	Betty	Benway	4344	Dolphin Way	1281.8	n/a
193	202	Alan	Hadley	4348	Dolphin Way	1281.8	n/a
194	203	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
195	204	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
196	205	Charles	Easton	4360	Dolphin Way	1281.8	n/a
197	206	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
198	207	Phillip	Gorea	4333	Sailfish Circle	1281.8	n/a
199	208	Village	Terra Mar	0	Sailfish Circle	due at co	due at connection
200	209	E	Andersen	4332	Sailfish Circle	1281.8	n/a
201	210	Village	Terra Mar	0	Sailfish Circle	due at co	due at connection
202	211	George	Davis	4328	Sailfish Circle	1281.8	n/a
203	212	N	Schnelder	134	Indian River Dr N	1281.8	n/a
204	213	Doug	Blauvelt	136	Indian River Dr N	1281.8	n/a
205	214	William	DiVirgilio	140	Indian River Dr N	1281.8	n/a
206	215	Jean	Hogger	142	Indian River Dr N	1281.8	n/a
207	216	Mary	Eckart	144	Indian River Dr N	1281.8	n/a
208	217	Richard	Colburn	146	Indian River Dr N	1281.8	n/a

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical address</i>	<i>Assmt</i>	<i>Dev Fee</i>
209	219	Village	Terra Mar	0	Sallfish Circle	due at co	due at connection
210	220	Charles	Russell	133	Indian River Dr N	1281.8	n/a
211	221	George	Tebrich	135	Indian River Dr N	1281.8	n/a
212	222	L	Petrella	137	Indian River Dr N	1281.8	n/a
213	223	Robert	Tellier	139	Indian River Dr N	1281.8	n/a
214	224	Robert	Lutz	141	Indian River Dr N	1281.8	n/a
215	225	M	Flx	143	indian River Dr N	1281.8	n/a
216	226	E	Seder	145	Indian River Dr N	1281.8	n/a
217	227	Village	Terra Mar	0	Indian River Dr N	due at co	due at connection
218	228	Roger	Hansen	149	Indian River Dr N	1281.8	n/a
219	229	Village	Terra Mar	0	Indian River Dr N	due at co	due at connection
220	230	Joseph	Salamone	153	Indian River Dr N	1281.8	n/a
221	231	Ralph	McClain	155	Indian River Dr N	1281.8	n/a
222	232	Carol	McAleer	157	Indian River Dr N	1281.8	n/a
223	233	George	Kennedy	159	Indian River Dr N	1281.8	n/a
224	234	F	Orisek	161	Indian River Dr N	1281.8	n/a
225	235	Village	Terra Mar	0	Indian River Dr N	due at co	due at connection
226	236	Steve	Cox	165	Indian River Dr N	1281.8	n/a
227	237	Dan	Kratz	167	Indian River Dr N	1281.8	n/a
228	238	John	Zaste	4325	Dolphin Way	1281.8	n/a
229	239	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
230	240	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
231	241	John	Gunn	4337	Dolphin Way	1281.8	n/a
232	242	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
233	243	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
234	244	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
235	245	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
236	246	Village	Terra Mar	0	Dolphin Way	due at co	due at connection
237	247	Milton	Lafond	4365	Dolphin Way	1281.8	n/a
238	248	Robert	Kennedy	145	Red Bass Lane	1281.8	n/a

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical address</i>	<i>Assmt</i>	<i>Dev Fee</i>
239	249	Donald	Stone	149	Red Bass Lane	1281.8	n/a
240	250	Melvin	Jamps	153	Red Bass Lane	1281.8	n/a
241	251	Larry	Wallace	157	Red Bass Lane	1281.8	n/a
242	252	James	Lott	161	Red Bass Lane	1281.8	n/a
243	253	L	Kalnes	165	Red Bass Lane	1281.8	n/a
244	254	C	Towsley	169	Red Bass Lane	1281.8	n/a
245	255	Ray	Dumond	180	Red Bass Lane	1281.8	n/a
246	256	Village	Terra Mar	0	Red Bass Lane	due at co	due at connection
247	257	James	Kennedy	172	Red Bass Lane	1281.8	n/a
248	258	G	Mlx	168	Red Bass Lane	1281.8	n/a
249	259	D	Schlarman	164	Red Bass Lane	1281.8	n/a
250	260	Village	Terra Mar	0	Red Bass Lane	due at co	due at connection
251	261	Village	Terra Mar	0	Red Bass Lane	due at co	due at connection
252	262	Village	Terra Mar	0	Red Bass Lane	due at co	due at connection
253	263	Charity	Whitaker	148	Red Bass Lane	1281.8	n/a
254	264	Jeff	Shiple	4357	Whiting Way	1281.8	n/a
255	265	Village	Terra Mar	0	Whiting Way	due at co	due at connection
256	266	Village	Terra Mar	0	Whiting Way	due at co	due at connection
257	267	D	St Esprit	4351	Mackeral Circle	1281.8	n/a
258	268	Village	Terra Mar	0	Mackeral Circle	due at co	due at connection
259	269	Richard	Corbett	4347	Mackeral Circle	1281.8	n/a
260	270	Henry	Roesburg	4345	Mackeral Circle	1281.8	n/a
261	271	Village	Terra Mar	0	Mackeral Circle	due at co	due at connection
262	272	Village	Terra Mar	0	Mackeral Circle	due at co	due at connection
263	273	Phyllis	Moore	4339	Mackeral Circle	1281.8	n/a
264	276	Peggy	Cleveland	4333	Whiting Way	1281.8	n/a
265	277	Village	Terra Mar	0	Whiting Way	due at co	due at connection
266	278	Village	Terra Mar	0	Whiting Way	due at co	due at connection
267	279	Village	Terra Mar	0	Whiting Way	due at co	due at connection
268	280	Ronald	Cerelli	4325	Whiting Way	1281.8	n/a

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical addres</i>	<i>Assmt</i>	<i>Dev Fee</i>
269	281	Village	Terra Mar	0	Whiting Way	due at co	due at connection
270	282	Gayle	McWilliams	184	Red Bass Lane	1281.8	n/a
271	283	W.	Ankney	4318	Whiting Way	1281.8	n/a
272	284	Mark	Savino	4320	Whiting Way	1281.8	n/a
273	285	Don	Whitaker	4322	Whiting Way	1281.8	n/a
274	286	J	Sieg	4324	Whiting Way	1281.8	n/a
275	287	V	Harrison	4326	Whiting Way	1281.8	n/a
276	288	J	McEver	4328	Whiting Way	1281.8	n/a
277	289	Robert	Good	4330	Whiting Way	1281.8	n/a
278	290	Grace	Ruggerio	4332	Whiting Way	1281.8	n/a
279	291	William	Pridgen	4334	Whiting Way	1281.8	n/a
280	292	Lorraine	Schulz	4336	Whiting Way	1281.8	n/a
281	293	Al	Pica	4338	Whiting Way	1281.8	n/a
282	294	Frank	Uddo	4340	Whiting Way	1281.8	n/a
283	296	Frank	Uddo	0	Whiting Way	due at co	due at connection
284	297	James	Rawnsley	4348	Whiting Way	1281.8	n/a
285	298	Richard	Mertz	4350	Whiting Way	1281.8	n/a
286	299	Village	Terra Mar	0	Whiting Way	due at co	due at connection
287	300	Village	Terra Mar	0	Whiting Way	due at co	due at connection
288	301	Village	Terra Mar	0	Whiting Way	due at co	due at connection
289	302	Village	Terra Mar	0	Whiting Way	due at co	due at connection
290	303	Village	Terra Mar	0	Whiting Way	due at co	due at connection
291	304	Village	Terra Mar	0	Whiting Way	due at co	due at connection
292	305	Village	Terra Mar	0	Whiting Way	due at co	due at connection
293	309	Cory	Capece	4368	Whiting Way	1281.8	n/a
294	310	James	Gambell	4372	Whiting Way	1281.8	n/a
295	311	Milt	Kern	4374	Whiting Way	1281.8	n/a
296	313	Village	Terra Mar	0	Maple Ave.	due at co	due at connection
297	314	Village	Terra Mar	0	Maple Ave.	due at co	due at connection
298	315	Village	Terra Mar	0	Maple Ave.	due at co	due at connection

<i>Count</i>	<i>Lot #</i>	<i>First Name</i>	<i>Last Name</i>	<i>l street #</i>	<i>Physical address</i>	<i>Assmt</i>	<i>Dev Fee</i>
299	316	Village	Terra Mar	0	Maple Ave.	due at co	due at connection
300	317	Village	Terra Mar	0	Maple Ave.	due at co	due at connection
301	318	Conrad	Blegner	4397	Maple Ave.	1281.8	n/a
302	319	Village	Terra Mar	0	Maple Ave.	due at co	due at connection
303	320	Bobbie	Ellis	4405	Maple Ave.	1281.8	n/a
304	321	Iola	Pendleton	4413	Maple Ave.	1281.8	n/a
305	322	Village	Terra Mar	0	Maple Ave.	due at co	due at connection
306	323	Village	Terra Mar	0	Maple Ave.	due at co	due at connection
307	324	L.	Moree	4425	Maple Ave.	1281.8	n/a
308	522	John	Harpending	4426	Indian River Dr W	1281.8	n/a
309	523	Robert	Reed	4422	Indian River Dr W	1281.8	n/a
310	1c	Brian	Spink	99	River Park Blvd	1281.8	n/a
311	2c	Rose	Florence	98	River Park Blvd	1281.8	n/a
312	xx	Nicholas	Hallas	4383	U. S. Hwy 1 upstairs	1281.8	n/a
313	xx	Ed	Kyle	4383	U. S. Hwy 1 downst	1281.8	n/a
315	xx	Village	Terra Mar	4383	U. S. 1 - pool	1281.8	n/a
316	xx	Village	Terra Mar	4383	U. S. 1 - club house	1281.8	n/a
317	xx	Village	Terra Mar	4383	U.S. 1 - Front Laun	1281.8	n/a
318	xx	Village	Terra Mar	4383	U.S. 1 - Office Bldg.	1281.8	n/a
319	xx	Village	Terra Mar	4383	U.S. 1- Clubhouse	1281.8	n/a



# TERRA MAR VILLAGE UTILITIES, INC.

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## EXHIBIT H

A complete listing stating there are no outstanding, pending or threatened suits and no outstanding, pending or threatened regulatory matters against, by or affecting Terra Mar in any court or before any Governmental Agency.

1. Lot # 57 122 Ash St. Harold Shriver  
see attached PSC documents





flooded. The customer also states that on November 10th and 11, 2002, he had new water pipes installed and during the installation, no water was lost as the project was under close supervision. The customer suspects that the meter is either faulty or was misread or for some other reason he was given false usage figures. The customer would like a full investigation from the company into this matter and would like a thorough explanation and justification for the alleged water usage. Three days ago, the customer requested a meeting with Mr. Frank Uddo of the company to discuss this discrepancy. To date he has no response from the company.

Please investigate this matter, contact the customer, and provide a detailed written report to the Florida Public Service Commission by the due date.

Case taken by Neal Forsman  
Send Response to  
Fax number 850-413-7168  
E-mail : PSCREPLY@PSC.STATE.FL.US

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Request No. 512346W

Name SHRIVER ,HAROLD

Business Name \_\_\_\_\_

STATE OF FLORIDA

COMMISSIONERS:  
LILA A. JABER, CHAIRMAN  
J. TERRY DEASON  
BRAULIO L. BAEZ  
RUDOLPH "RUDY" BRADLEY  
CHARLES M. DAVIDSON



DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

## Public Service Commission

May 13, 2003

Mr. Harold Shriver  
11130 Baker Road  
Keymar, MD 21757

Re: FPSC Inquiry# 512346W

Dear Mr. Shriver:

This is a follow-up to your recent inquiry regarding the high water bill you received from Terra Mar Village Utilities.

Florida Public Service Commission (PSC) rules require companies to test water meters on minimum, intermediate and maximum flows. The meters must register a weighted average accuracy rating of between 95% and 101.5%. If a meter is found to register more than the maximum allowed, the PSC requires the utility to credit the customer's bill.

In this case, the water utility tested your meter and found it to be registering within the limits required by this Commission.

The Commission can not tell you exactly how the water was used, only that it registered on an accurately working meter. In order for me to require a utility to adjust a bill, I must have conclusive proof that the meter malfunctioned or that the company applied improper rates. To do otherwise would give one customer an unfair advantage over all the other customers of the utility.

My initial determination, based on the information provided by you and the utility, is that the company has not violated its tariffs or this Commission's rules and regulations in the handling of your concerns. If you wish to pursue this matter further, you may request an informal conference. To request such a conference, please provide your request in writing by June 13, 2003, and direct that correspondence to:

**Ms. Beverlee DeMello, Director**  
**Division of Consumer Affairs**  
**Florida Public Service Commission**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, FL 32399**

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CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0862

An Affirmative Action/Equal Opportunity Employer

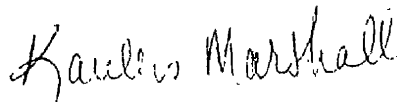
PSC Website: <http://www.floridapsc.com>

Internet E-mail: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us)

Page 2  
May 13, 2003

Thank you for the opportunity to address your concerns. If you have any questions or need further assistance, please contact me toll free at 1-800-342-3552, by fax toll free at 1-800-511-0809.

Sincerely,

A handwritten signature in cursive script that reads "Kaullis Marshall".

Kaullis Marshall  
Regulatory Specialist II  
Division of Consumer Affairs

cc: Terra Mar Village Utilities

STATE OF FLORIDA

COMMISSIONERS:  
LILA A. JABER, CHAIRMAN  
J. TERRY DEASON  
BRAULIO L. BAEZ  
RUDOLPH "RUDY" BRADLEY  
CHARLES M. DAVIDSON



DIVISION OF CONSUMER AFFAIRS  
BEVERLY DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

## Public Service Commission

May 29, 2003

**ORIGINAL**

*Certified and Regular Mail*

Mr. Harold Shriver  
11130 Baker Road  
Keymar, MD 21757

**Re: Informal Conference Request  
PSC Inquiry No. 512246W**

Dear Mr. Shriver:

Thank you for contacting the Florida Public Service Commission (PSC) about Terra Mar Village Utilities, Inc. We appreciate the opportunity to help you.

In accordance with Commission Rule 25-22.032(8), Florida Administrative Code, you must complete the attached PSC/CAF Form X, and return it to the Commission within 15 days from the date of this letter. **If the completed Form X is not postmarked by June 13, 2003, which is 15 days from the date of this letter, your informal conference request will be denied.**

The Director of the Division of Consumer Affairs (the Director) will review your Form X and recommend if an informal conference should be granted. In the event that the conference is granted, a staff member will be assigned to your case, and he/she will contact you.

If the Director finds that your case has no basis upon which relief may be granted, a recommendation will be made to the Commissioners to dismiss the complaint. You will be notified in writing about this decision.

---

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0862

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PSC Website: <http://www.floridapsc.com>

Internet E-mail: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us)

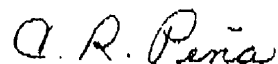
Mr. Harold Shriver

Page 2

May 29, 2003

I hope this information is helpful. If you have any questions, please contact me at 1-800-342-3552, by toll-free fax at 1-800-511-0809, or by e-mail at [cpena@psc.state.fl.us](mailto:cpena@psc.state.fl.us).

Sincerely,



Carmen R. Peña  
Regulatory Program Administrator  
Bureau of Consumer Outreach

CRP:kcs

Attachment

c: Terra Mar Village Utilities, Inc.

**ORIGINAL**

Request No. 533120W

Name SHRIVER ,HAROLD

Business Name

**Consumer Information**

Name: HAROLD SHRIVER

Business Name:

Svc Address: 122 ASH STREET

County: Volusia

Phone: (301)-845-8497

City/Zip: Edgewater

/ 32141-

Account Number:

Caller's Name: HAROLD SHRIVER

Mailing Address: 11130 BAKER ROAD

City/Zip: KEYMAR ,MD 21757-

Can Be Reached: (301)-845-8497

E-Tracking Number:

**Florida Public Service  
Commission - Consumer Request  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
850-413-6100**

**Utility Information**

Company Code: WS748

Company: TERRA MAR VILLAGE UTILITIES,

Attn. Frank J. Uddo533120W

Response Needed From Company? Y

Date Due: 06/05/2003

Fax:

R

Interim Report Received: / /

Reply Received: / /

Reply Received Timely/Late:

Informal Conf.: N

**PSC Information**

Assigned To: SHIRLEY STOKES

Entered By: JWH

Date: 05/14/2003

Time: 13:15

Via: PHONE

Prelim Type: HIGH BILLS

PO:

Disputed Amt: 99.67

Supmntl Rpt Req'd: / /

Certified Letter Sent: / /

Certified Letter Rec'd: / /

Closed by:

Date: / /

Closeout Type:

Apparent Rule Violation: N

Preclose type - High Bill

What is the amount of the bill in dispute? \$99.67

What time period is the bill for? April 2003

Did the company offer a reason for the high bill? No

Other Comments:

Customer states that he was not at home during this time and the bill should not be this high.

Request No. 533120W

Name SHRIVER ,HAROLD

Business Name

Please investigate this matter, contact the customer, and provide a detailed written report to the Florida Public Service Commission by the due date.

Case taken by \_\_\_\_\_

Send Response to

Fax number 850-413-7168

E-mail : PSCREPLY@PSC.STATE.FL.US

---

Request No. 533120W

Name SHRIVER , HAROLD

Business Name \_\_\_\_\_

PAGE NO: 2



STATE OF FLORIDA

COMMISSIONERS:  
LILA A. JABER, CHAIRMAN  
J. TERRY DEASON  
BRAULIO L. BAEZ  
RUDOLPH "RUDY" BRADLEY  
CHARLES M. DAVIDSON



DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

## Public Service Commission

May 30, 2003

Mr. Harold Shriver  
11130 Baker Road  
Keymar, MD 21757

**RE: FPSC Request No. 533120W**

Dear Mr. Shriver:

Thank you for contacting the Florida Public Service Commission (PSC) about Terra Mar Village Utilities, Inc.

Our file notes show that you disputed your April 2003 bill for \$99.67. You believed that the bill was too high.

We reviewed your previous file notes, Request No. 512346W. That case shows that a meter test was performed on January 20, 2003, and the results indicated that the meter was registering within the accuracy limits. It also shows that you have requested an informal conference regarding your high bill concerns in that case. However, we are responding to your new case.

The PSC received a letter from the Florida Rural Water Association (FRWA). It stated that Terra Mar Village Utilities asked it to check your service. FRWA noticed that the ground from the meter to your house had been recently disturbed, which indicated that the line was recently replaced or repaired.

Neither the PSC nor the company can tell customers exactly how the water was used, only that it registered on an accurately working meter. To require a utility to adjust a bill, we must have conclusive proof that the meter malfunctioned or that the company applied improper rates. To do otherwise, it would give one customer an unfair advantage over all the other customers of the utility. It does not appear that any rules or regulations were violated in this case.

We wish that every complaint filed with the PSC could be resolved to the complete satisfaction of the customer, but that is not always possible. Sometimes all we can do is ensure that the utility is not in violation of any rule or tariff, has applied proper rates, and has not made any errors in metering or billing.

---

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0862

An Affirmative Action/Equal Opportunity Employer

PSC Website: <http://www.floridapsc.com>

Internet E-mail: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us)

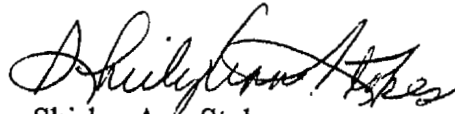
Mr. Harold Shriver

Page 2

May 30, 2003

If you have any questions, please contact us before July 3, 2003, at our toll-free telephone number 1-800-342-3552, by toll-free fax at 1-800-511-0809, by e-mail at [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us), or visit our web site at [www.floridapsc.com](http://www.floridapsc.com).

Sincerely,



Shirley Ann Stokes  
Regulatory Consultant  
Bureau of Complaint Resolution

SAS:sas

c: Terra Mar Village Utilities, Inc.

**PROMISSORY NOTE**

\$750,000.00

July 25, 2003

FOR VALUE RECEIVED, the undersigned ("Maker") hereby promises to pay to the order of **TERRA MAR VILLAGE UTILITIES, INC.**, a Florida corporation ("Payee"), P. O. Box 237, Edgewater, Florida 32132, or such other place as the Payee may from time to time designate, the principal sum of Seven Hundred Fifty Thousand and NO/100 Dollars (\$750,000.00). Principal shall be paid in seven (7) annual installments. The first installment in the amount of \$150,000.00 shall be paid to Holder on the date hereof. The following six (6) annual installments in the amount of \$100,000.00 each, shall begin on the first anniversary of the date hereof. No interest shall accrue on the unpaid principal balance. Notwithstanding, upon default by City, interest on the unpaid principal shall accrue at the maximum rate permitted by law. All payments received shall first be applied to accrued interest and the balance to principal. Principal of and interest on this Promissory Note shall be payable in lawful money of the United States of America.

**Place of Payment:** All payments required to be made under this note and instrument securing this note will be made at Post Office Box 237, Edgewater, Florida 32132, or at such other place that lender may designate in writing.

**Default:** If any default occurs in the payment of any installment of principal or interest under this note, this note will mature and all principal and accrued interest remaining unpaid will become immediately due and payable without notice, at the option of the lender. Failure to exercise the option to accelerate will not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the payment of this note, and if the same is placed in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all costs of collection including a reasonable attorney's fee. Presentment, protest and notice are hereby waived.

This note may be prepaid in full or in part at any time without premium or penalty. All prepayments shall be applied against installments of principal due hereunder in the inverse order of their maturity.

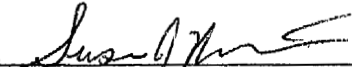
Without affecting the liability of the Maker and any endorser, surety or guarantor, the Maker may, from time to time and without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for payment of this Promissory Note, or agree not to sue any party liable on it.

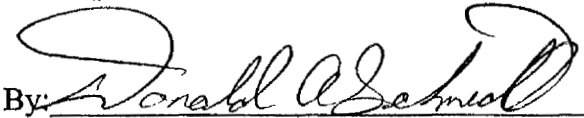
The Maker and any endorsers, sureties or guarantors waive presentment, demand, notice of dishonor and protest, and agree to pay all costs of collection, including reasonable attorneys' fees and legal expenses.

This Promissory Note is governed by the internal laws of the State of Florida, except to the extent superseded by federal law.

"MAKER"

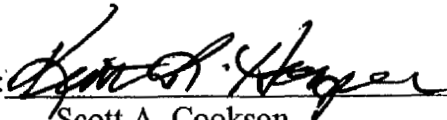
CITY OF EDGEWATER, a Florida  
municipal corporation

Attest:   
SUSAN J. WADSWORTH,  
City Clerk

By:   
DONALD A. SCHMIDT, Mayor

Executed on: July 25, 2003

For use and reliance only by the City of  
Edgewater, Florida. Approved as to form and  
legality this \_\_\_\_ day of \_\_\_\_\_, 2003.

By:   
Scott A. Cookson  
City Attorney  
Foley & Lardner

APPROVED BY THE CITY COUNCIL OF  
THE CITY OF EDGEWATER AT A  
MEETING HELD ON THIS 7 DAY OF  
July, 2003 UNDER AGENDA  
ITEM NO. 6A

**BILL OF SALE**  
**WATER SYSTEM AND SEWER SYSTEM**

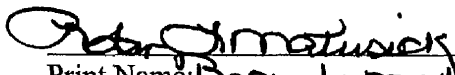
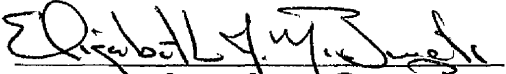
**TERRA MAR VILLAGE UTILITIES, INC.**, a Florida corporation, whole mailing address is P.O. Box 237, Edgewater, Florida 32132, County of Volusia, State of Florida ("Seller"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to Seller by the City of Edgewater, a Florida municipal corporation ("City"), receipt of which is hereby acknowledged, does hereby grant, sell, transfer, convey, and deliver to City any and all of its structures, improvements, fixtures, equipment, components and other goods which comprise the Water System and the Sewer System owned by Seller and referenced in that certain Terra Mar Village Utilities Agreement for Sale and Purchase entered into between Seller and City (the "Improvements").

City shall have all rights and title to the Improvements in itself and its assigns. Seller warrants that it is the lawful owner of the Improvements and the Improvements are free from all liens and encumbrances. Seller has good right and authority to sell the Improvements and will warrant and defend the right against the lawful claims and demands of all persons.

The Seller hereby represents to the City that it has no knowledge of any latent or patent defects. Seller hereby assigns, transfers and conveys to the City any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to any and all warranties, claims and other forms of indemnification. By execution of this document the Seller affirmatively represents that it has the contractual right, consent and lawful authority to execute this instrument. The Seller recognizes that the City is relying upon the Seller's representations as herein expressed.

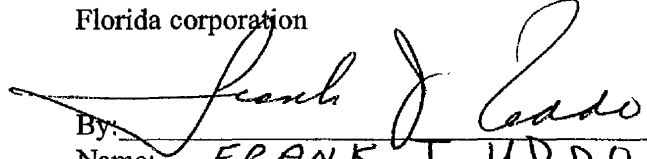
IN WITNESS WHEREOF, Seller has executed this Bill of Sale at City of Edgewater, Florida, on July 25, 2003.

Signed, sealed and delivered  
in the presence of:

  
Print Name: Brian L. Matysick  
  
Print Name: ELIZABETH J. YONK

**SELLER:**

**TERRA MAR VILLAGE UTILITIES, INC.**, a  
Florida corporation

  
By: \_\_\_\_\_  
Name: FRANK J UDDO  
Title: PRES.

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Scott A. Cookson, Esq.  
Foley & Lardner  
111 North Orange Avenue, Suite 1800  
Post Office Box 2193  
Orlando, FL 32802-2193  
(407) 423-7656

**For Recording Purposes Only**

**UTILITY EASEMENT**

**(Lift Station #1A Site)**

**THIS UTILITY EASEMENT** is made this 23 day of July, 2003, by **TERRA MAR VILLAGE UTILITIES, INC.**, a Florida corporation, whose mailing address is P.O. Box 237, Edgewater, Florida 32132 (hereinafter referred to as "Grantor") in favor of **THE CITY OF EDGEWATER, FLORIDA**, a municipal corporation duly created and existing under and by virtue of the laws of the State of Florida, whose mailing address is P.O. Box 100, Edgewater, Florida 32132-0100 (hereinafter referred to as the "City").

(wherever used herein the terms "Grantor" and "City" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to the Grantor by the City, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the City, its successors and assigns forever, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the City and its assigns may deem necessary, water pipes and appurtenances, sewer pipes and appurtenances, and any other utility facilities over, under, upon and through the following-described lands situate in the County of Volusia, State of Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE (the "Easement  
Area")**

**TO HAVE AND TO HOLD** said easement and right-of-way unto said City and its assigns forever.

The City and its assigns shall have the right to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the City and its assigns, and the Grantor, its successors and assigns, agree not to build construct or create, or permit others to build, construct or create any buildings or other structures on the Easement Area that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the Grantor recognizes and consents to the right of the City or an authorized utility company if applicable, to remove the fence or other structure from the Easement Area without compensation or reimbursement to the Grantor if the fence or other structure is deemed to impede the purpose or utility of the easement.

Grantor does hereby covenant with the City, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all liens and encumbrances.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

TERRA MAR VILLAGE UTILITIES,  
INC, a Florida corporation

[Signature]  
Print Name ELIZABETH J. MARRIA

By: [Signature]  
Name: FRANK J UDDO  
Title: Pres.

[Signature]  
Print Name MARCIA E. Barnett

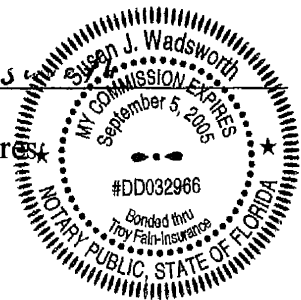
STATE OF Florida  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25 day of July 2003, by Frank J. Udde as Pres. of **TERRA MAR VILLAGE UTILITIES, INC**, a Florida corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of July 2003.

[Signature]  
Notary Public

Susan J. Wadsworth  
Print Name  
My Commission Expires



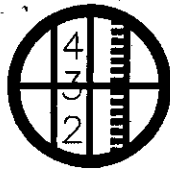
**EXHIBIT "A"**

**(Lift Station #1A Site)**

**A 15.00 foot by 15.00 foot square of property located within a 50.00 foot wide strip of land known as Red Bass Lane, a private road, as described and shown upon the plat of Terra Mar Village Mobile Home Park, Section 3, as recorded in Map Book 44, Page 187, of the Public Records of Volusia County, Florida and more precisely described as follows:**

**Commencing at the Northeasterly corner of Lot 312, said Terra Mar Village, thence N 21°15'40" W, a distance of 27.87 feet; thence N 68°44'20" E, a distance of 116.51 feet to the Point of Beginning; thence N 21°15'40" W, a distance of 15.00 feet; thence N 68°44'20" E, a distance of 15.00 feet; thence S 21°15'40" E, a distance of 15.00 feet; thence S 68°44'20" W, a distance of 15.00 feet to the Point of Beginning and containing 225.00 square feet, more or less.**





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

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www.sligerassociates.com

## SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE SOUTH LINE OF RED BASS LANE BEING N68°44'20"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

NOTE:  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: **TERRA MAR VILLAGE MOBILE HOME PARK, SECTION 3 (M.B. 44, PAGE 187)**

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	QUENTIN L. HAMPTON ASSOCIATES, INC.	7/18/2003	03-1844
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

### DESCRIPTION OF PROPOSED EASEMENT 1A:

A 15.00 FOOT BY 15.00 FOOT SQUARE OF PROPERTY LOCATED WITHIN A 50.00 FOOT WIDE STRIP OF LAND KNOWN AS RED BASS LANE, A PRIVATE ROAD, AS DESCRIBED AND SHOWN UPON THE PLAT OF TERRA MAR VILLAGE MOBILE HOME PARK, SECTION 3 AS RECORDED IN MAP BOOK 44, PAGE 187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND MORE PRECISELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 312, SAID TERRA MAR VILLAGE, THENCE N21°15'40"W, A DISTANCE OF 27.87 FEET; THENCE N68°44'20"E, A DISTANCE OF 116.51 FEET TO THE POINT OF BEGINNING; THENCE N21°15'40"W, A DISTANCE OF 15.00 FEET; THENCE N68°44'20"E, A DISTANCE OF 15.00 FEET; THENCE S21°15'40"E, A DISTANCE OF 15.00 FEET; THENCE S68°44'20"W, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 225.00 SQUARE FEET, MORE OR LESS.

08-17-03, M. RICH, AIC60 AP-4510 PCL 6, DH

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: **QUENTIN L. HAMPTON ASSOCIATES, INC.**

DATE	JOB NO.	P.C.	DRW.	CHECKED BY
7/18/2003	03-1844		DH	JZ
SKETCH OF DESCRIPTION				
BOUNDARY SURVEY				
TOPOGRAPHIC SURVEY				
FOUNDATION LOCATED				
FINAL IMPROVEMENTS				
RECERTIFICATION				
PROPOSED HOUSE LOCATION				

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN B. SLIGER, P.L.S., NO. 3794  
J.E. ZAPERT, P.L.S., NO. 4049  
CLYDE Q. VAN KLERCK JR., P.S.M. NO. 6149  
STEVEN T. KRUGER, P.L.S. NO. 4722

TERRA MAR VILLAGE  
MOBILE HOME PARK  
SECTION 3  
M.B. 44, PAGE 187  
LOT 243

N68°44'20"E  
15.00'

ELECTRIC BOX

WET WELL (ATTACHED TO TREE)

TOP=7.48'

15" & 18" PINE TREE

3'x3' VAULT

N21°15'40"W  
15.00'

S21°15'40"E  
15.00'

FND 5/8" IRC #2599

FND 5/8" IRC #2599

N21°15'40"W  
27.87'

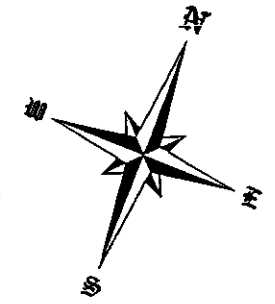
N68°44'20"E

N21°15'40"W  
116.51'

RED BASS LANE (PRIVATE)

N68°44'20"E

FND 5/8" IRC #2599



LOT 312  
POINT OF COMMENCEMENT PROPOSED EASEMENT 1A

FND 5/8" IRC #2599

POINT OF BEGINNING PROPOSED EASEMENT 1A

S68°44'20"W  
15.00'

EDGE OF PAVEMENT

LOT 311

TERRA MAR VILLAGE  
MOBILE HOME PARK  
SECTION 3  
M.B. 44, PAGE 187

**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS  
LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5365

www.sligerassociates.com

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FOR: QUENTIN L. HAMPTON ASSOCIATES, INC.

DESCRIPTION: (SEE SHEET 2 OF 2)

SKETCH OF DESCRIPTION ONLY  
NOT A BOUNDARY SURVEY

JOB #03-1844

SCALE: 1"=30' FIELD BOOK: 1091 PAGES: 26-30

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
CA	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Scott A. Cookson, Esq.  
Foley & Lardner  
111 North Orange Avenue, Suite 1800  
Post Office Box 2193  
Orlando, FL 32802-2193  
(407) 423-7656

**For Recording Purposes Only**

**UTILITY EASEMENT**

**(Lift Station #1B Site)**

**THIS UTILITY EASEMENT** is made this 25 day of July, 2003, by **TERRA MAR VILLAGE UTILITIES, INC.**, a Florida corporation, whose mailing address is P.O. Box 237, Edgewater, Florida 32132 (hereinafter referred to as "Grantor") in favor of **THE CITY OF EDGEWATER, FLORIDA**, a municipal corporation duly created and existing under and by virtue of the laws of the State of Florida, whose mailing address is P.O. Box 100, Edgewater, Florida 32132-0100 (hereinafter referred to as the "City").

(wherever used herein the terms "Grantor" and "City" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

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

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to the Grantor by the City, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the City, its successors and assigns forever, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the City and its assigns may deem necessary, water pipes and appurtenances, sewer pipes and appurtenances, and any other utility facilities over, under, upon and through the following-described lands situate in the County of Volusia, State of Florida, to-wit:

SEE **EXHIBIT "A"** ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE (the "Easement  
Area")

**TO HAVE AND TO HOLD** said easement and right-of-way unto said City and its assigns forever.

The City and its assigns shall have the right to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the City and its assigns, and the Grantor, its successors and assigns, agree not to build construct or create, or permit others to build, construct or create any buildings or other structures on the Easement Area that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the Grantor recognizes and consents to the right of the City or an authorized utility company if applicable, to remove the fence or other structure from the Easement Area without compensation or reimbursement to the Grantor if the fence or other structure is deemed to impede the purpose or utility of the easement.

Grantor does hereby covenant with the City, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all liens and encumbrances.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

TERRA MAR VILLAGE UTILITIES,  
INC, a Florida corporation

[Signature]  
Print Name ELIZABETH N. WOODBRIE  
[Signature]  
Print Name MARCIA E. BARNETT

By: [Signature]  
Name: FRANK J. UDDO  
Title: PRES.

STATE OF Florida  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25 day of July 2003, by Frank J. Uddo as Pres. of **TERRA MAR VILLAGE UTILITIES, INC**, a Florida corporation.  She is  personally known to me or  has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of July 2003.

[Signature]  
Notary Public

Susan J. Wadsworth  
Print Name  
My Commission Expires



**EXHIBIT "A"**

**(Lift Station #1B Site)**

**A 20.00 foot by 20.00 foot square of property located within the Sewer Treatment Plant Site, as shown upon the corrected plat of River Park Mobile Home Colony, Section 1, as recorded in Plat Book 28, Page 4, of the Public Records of Volusia County, Florida, and more precisely described as follows:**

**Commencing at the Northwesterly corner of the Sewer Treatment Plant Site, said corrected Plat of River Park, thence S 18°34'40" E, along the Westerly line of said Treatment Plant Site, a distance of 85.68 feet; thence departing said Westerly property line, N 68°44'20" E, a distance of 9.75 feet to the Point of Beginning; thence continue N 68°44'20" E, a distance of 20.00 feet; thence S 21°15'40" E, a distance of 20.00 feet; thence S 68°44'20" W, a distance of 20.00 feet; thence N 21°15'40" W, a distance of 20.00 feet to the Point of Beginning and containing 400.00 square feet, more or less.**



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 781-5385

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www.sligerassociates.com

## SURVEYOR'S NOTES

- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE WEST LINE OF THE SEWER TREATMENT PLANT SITE BEING S18°34'40"E.
- UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
- UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

**NOTE:**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: CORRECTED PLAT OF RIVER PARK MOBILE HOME COLONY, SECTION 1, M.B. 28, PAGE 4

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	QUENTIN L. HAMPTON ASSOCIATES, INC.	7/18/2003	03-1844
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

**DESCRIPTION OF PROPOSED EASEMENT 1B:**

A 20.00 FOOT BY 20.00 FOOT SQUARE OF PROPERTY LOCATED WITHIN THE SEWER TREATMENT PLANT SITE, AS SHOWN UPON THE CORRECTED PLAT OF RIVER PARK MOBILE HOME COLONY, SECTION 1, AS RECORDED IN PLAT BOOK 28, PAGE 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND MORE PRECISELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SEWER TREATMENT PLANT SITE, SAID CORRECTED PLAT OF RIVER PARK, THENCE S18°34'40"E, ALONG THE WESTERLY LINE OF SAID TREATMENT PLANT SITE, A DISTANCE OF 85.68 FEET; THENCE DEPARTING SAID WESTERLY PROPERTY LINE, N68°44'20"E, A DISTANCE OF 9.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N68°44'20"E, A DISTANCE OF 20.00 FEET; THENCE S21°15'40"E, A DISTANCE OF 20.00 FEET; THENCE S68°44'20"W, A DISTANCE OF 20.00 FEET; THENCE N21°15'40"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 400.00 SQUARE FEET, MORE OR LESS.

P.L.S. NO. 3794 OR: QUENTIN L. HAMPTON ASSOCIATES, INC. P.L.S. NO. 4046 CLYDE O. VAN KLECK JR., P.S.M. NO. 6149 STEVEN T. KRUGER, P.L.S. NO. 4722

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

OR: **QUENTIN L. HAMPTON ASSOCIATES, INC.**

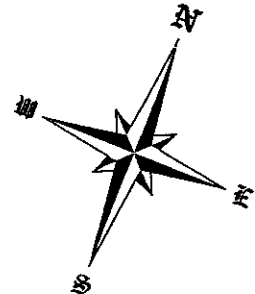
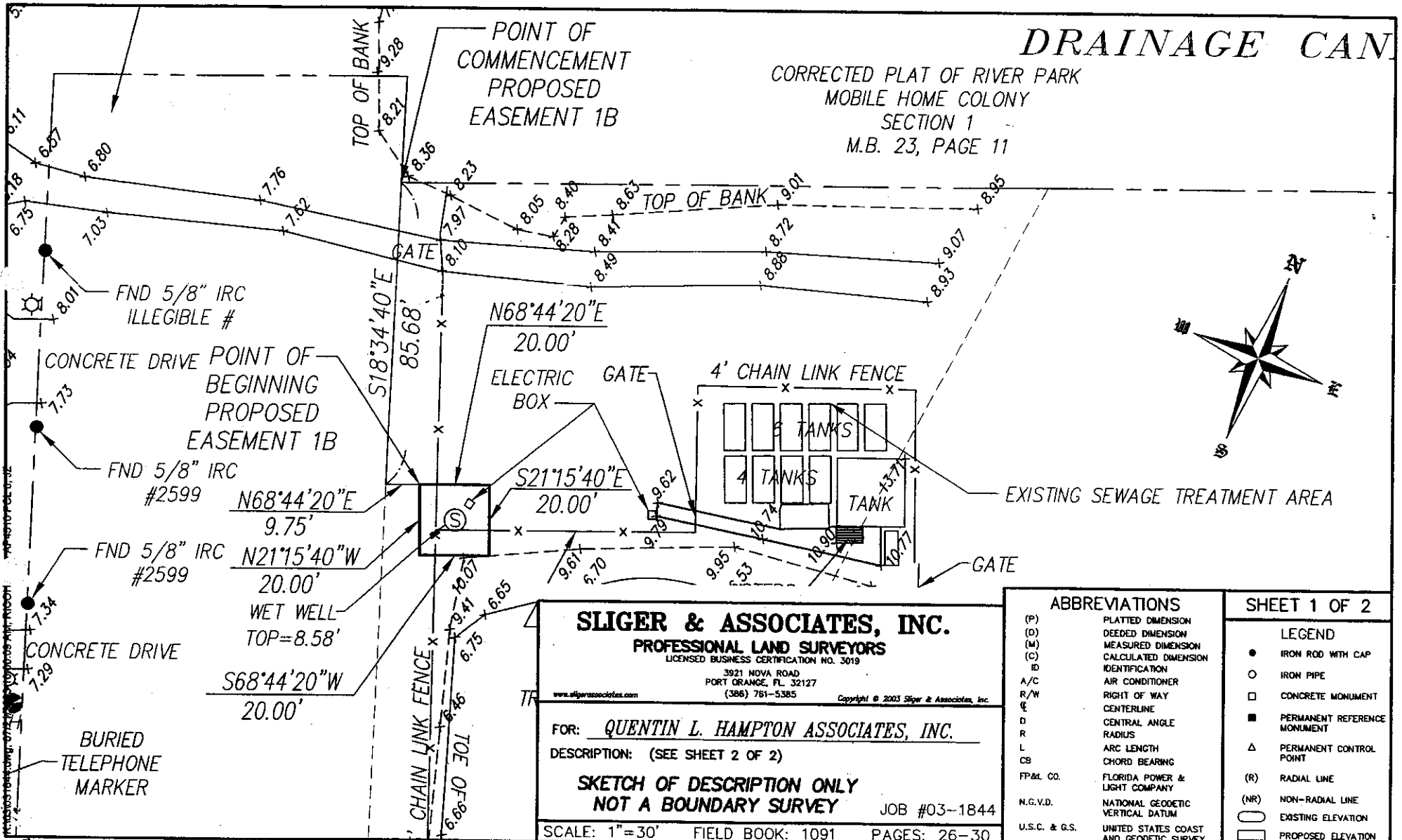
	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	7/18/2003	03-1844		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN B. SLIGER, P.L.S. NO. 3794  
J.E. ZAPERT, P.L.S. NO. 4046  
CLYDE O. VAN KLECK JR., P.S.M. NO. 6149  
STEVEN T. KRUGER, P.L.S. NO. 4722

# DRAINAGE CAN

CORRECTED PLAT OF RIVER PARK  
MOBILE HOME COLONY  
SECTION 1  
M.B. 23, PAGE 11



## SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5385

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FOR: QUENTIN L. HAMPTON ASSOCIATES, INC.

DESCRIPTION: (SEE SHEET 2 OF 2)

**SKETCH OF DESCRIPTION ONLY  
NOT A BOUNDARY SURVEY**

JOB #03-1844

SCALE: 1"=30' FIELD BOOK: 1091 PAGES: 26-30

### ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

### SHEET 1 OF 2

#### LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

## NO LIEN AFFIDAVIT

STATE OF FLORIDA

COUNTY OF VOLUSIA

**BEFORE ME**, personally appeared the undersigned, who being first duly sworn upon oath, deposes and says:

1. That the Affiant is the President of **TERRA MAR VILLAGE UTILITIES, INC.**, a Florida corporation ("Terra Mar"). Terra Mar is a corporation duly formed and currently existing in good standing under the laws of the State of Florida.

2. That Terra Mar is the owner of the Subject Assets as defined in that certain Terra Mar Village Utilities Agreement for Sale and Purchase dated July, 25, 2003.

3. That there are no Mechanic's Liens under Chapter 713 of the Florida Statutes filed against the Subject Assets; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Subject Assets, for which any or all of the cost of the same remains unpaid; and that no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes.

4. That Terra Mar is in exclusive possession of the Subject Assets and no person, firm or corporation has any interest, claim of possession or contract right with respect to the Subject Assets and there are no facts known to Terra Mar which could give rise to a claim being asserted against the Subject Assets.

5. That there are no actions or proceedings now pending in any state or federal court to which Terra Mar is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency which affects the Subject Assets.

6. That there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against the Subject Assets and no taxes, liens or assessments which are due or about to become due which have attached or could attach to the Subject Assets.

7. That the Subject Assets are free and clear of all mortgages, liens, taxes, assessments, fees and encumbrances whatsoever.

8. That there are no actions or proceedings now pending in any state or federal court to which Terra Mar is a party which would affect the title to the Subject Assets.

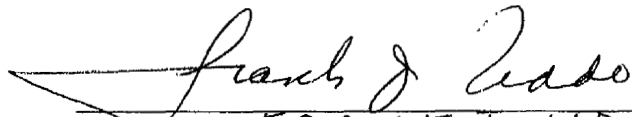
9. That Terra Mar has agreed and hereby agrees to indemnify and hold harmless the City of Edgewater, Florida (the "City") from and against all liability, claims, demands, damages, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees, paralegal fees and costs on appeal, arising out of or related to the untruthfulness or incorrectness of any of the representations set forth in this Affidavit.



10. That there are no matters pending against Terra Mar that could give rise to a lien that would attach to the Subject Assets and that Terra Mar has not and will not execute any instrument that would adversely affect the title to or transfer of the Subject Assets from Terra Mar to the City.

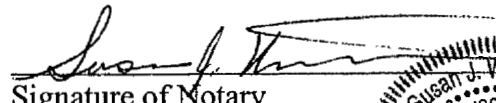
11. Terra Mar recognizes that this Affidavit is made for the purpose of inducing the City to part with valuable consideration and consummate the purchase of the Subject Assets from Terra Mar and that the City is materially relying on the veracity of the contents of this Affidavit. In this regard, Terra Mar represents that the statements contained herein are true and correct in all respects.

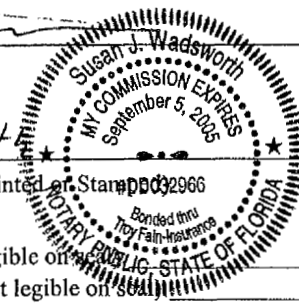
**FURTHER AFFIANT SAYETH NAUGHT.**

  
Print Name: FRANK J. UDDO

SWORN AND SUBSCRIBED to before me this 25 day of July, 2003, by Frank J. Uddo who took an oath administered by me and [  ] is personally known to me, or [  ] produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

  
Signature of Notary  
Susan J. Wadsworth  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if no legible on seal) 0002966  
My commission Expires (if not legible on seal) \_\_\_\_\_



**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is made as of the 25 day of July, 2003 by and between **TERRA MAR VILLAGE UTILITES, INC.**, a Florida corporation, whose mailing address is P.O. Box 237, Edgewater, Florida 32132 (hereinafter referred to as the "Assignor") and **THE CITY OF EDGEWATER, FLORIDA**, a municipal corporation duly created and existing under and by virtue of the laws of the State of Florida, whose mailing address is P.O. Box 100, Edgewater, Florida 32132-0100 (hereinafter referred to as the "Assignee").

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

**WHEREAS**, Assignor is the owner of a utilities system which includes a water supply, treatment and distribution system and a sewage collection, treatment and disposal system (hereinafter collectively referred to as the "Systems" and referenced to in the Purchase Agreement referenced below as the "Systems"); and

**WHEREAS**, Assignor is the holder of certain Certificates issued by the Florida Public Service Commission under which Assignor holds the right to operate the Systems and provide the related services within a specified service area located within the southeast portion of unincorporated Volusia County, Florida (the "PCS Certificates"); and

**WHEREAS**, Assignor and Assignee have entered into that certain Terra Mar Village Utilities Agreement for Sale and Purchase dated July 25, 2003 whereby Assignor has agreed to convey to Assignee the Systems (the "Purchase Agreement"); and

**WHEREAS**, of even date herewith Assignor has executed a Bill of Sale evidencing the conveyance of the tangible personal property contemplated to be sold and purchased as set forth in the Purchase Agreement; and

**WHEREAS**, Assignor wishes to unconditionally assign to Assignee, free and clear of all liens and encumbrances, all of Assignor's rights and obligations to the customer deposits (as referenced in the Purchase Agreement), PCS Certificates and Other Assets (as defined in the Purchase Agreement); and

**WHEREAS**, Assignee accepts all of Assignor's rights and obligations to the customer deposits, PCS Certificates and Other Assets.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein by this reference.
2. **Assignment and Assumption**. Assignor does hereby sell, transfer and assign to Assignee all of its rights and obligations to the customer deposits, PCS Certificates and Other Assets and Assignee assumes all obligations and duties owed in connection therewith from the

date hereof forward.

3. **Further Assurances.** Assignor and Assignee each agree to execute such further instruments and take such further actions as the other party may reasonably request in order to effect the complete consummation of the assignment and assumption as contemplated herein and as contemplated in the Purchase Agreement.

**IN WITNESS WHEREOF**, the Assignor and Assignee have caused this Assignment to be executed each in its name, by its proper officer, representative or agent thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**ASSIGNOR**

**TERRA MAR VILLAGE UTILITIES,  
INC, a Florida corporation**

Elizabeth M. J. ...  
Print Name LIZABETH M. J. ...  
Marcia E. Barnett  
Print Name MARCIA E. BARNETT

By: Frank J. Uddo  
Name: FRANK J UDDO  
Title: President

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25 day of July 2003,  
by Frank J. Uddo as Pres. of **TERRA MAR VILLAGE  
UTILITIES, INC**, a Florida corporation.  He/She is personally known to me or  has produced  
as identification.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of  
July 2003.

Susan J. Wadsworth  
Notary Public

Susan J. Wadsworth  
Print Name  
My Commission Expires:



**ASSIGNEE**

**CITY OF EDGEWATER**, a Florida municipal corporation

Attest: *Susan J. Wadsworth*  
**SUSAN J. WADSWORTH,**  
City Clerk

By: *Donald A. Schmidt*  
**DONALD A. SCHMIDT,** Mayor

Executed on: July 25, 2003

For use and reliance only by the City of Edgewater, Florida. Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2003.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER AT A MEETING HELD ON THIS 7 DAY OF July, 2003 UNDER AGENDA ITEM NO. 6A**

By: *Scott A. Cookson*  
Scott A. Cookson  
City Attorney  
Foley & Lardner

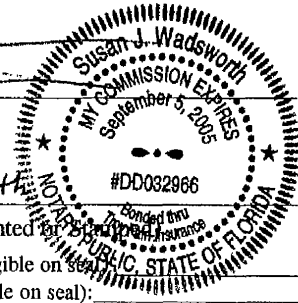
STATE OF FLORIDA  
COUNTY OF VOLUSIA

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Donald A. Schmidt** and **Susan J. Wadsworth** well known to me to be the Mayor and City Clerk, respectively, of the **CITY OF EDGEWATER**, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality. They are personally known to me.

**WITNESS** my hand and official seal in the County and State last aforesaid this 25 day of July, 2003.

*Susan J. Wadsworth*  
Signature of Notary

Susan J. Wadsworth  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal): #DD032966  
My Commission Expires (if not legible on seal): September 5, 2005



*EXHIBIT #2*

OFFICIAL COPY  
DIVISION OF  
**CLASS "C"**

FEB 6 2003  
JUN 17 2003

# WATER AND/OR WASTEWATER UTILITIES

(Gross Revenue of Less Than \$200,000 Each)

# ANNUAL REPORT

OF

WS748-02-AR  
Terra Mar Village Utilities, Inc.  
4383 South U.S. 1  
Edgewater, FL 32141-7346

Submitted To The

## STATE OF FLORIDA



RECEIVED  
COMMISSIONER  
JUN 27 2003

## PUBLIC SERVICE COMMISSION

FOR THE

## YEAR ENDED DECEMBER 31, 2002

## GENERAL DEFINITIONS

**ADVANCES FOR CONSTRUCTION** - This account shall include advances by or in behalf of customers for construction which are to be refunded either wholly or in part. (USOA)

**ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION ( AFUDC )** - This account shall include concurrent credits for allowance for funds used during construction based upon the net cost of funds used for construction purposes and a reasonable rate upon other funds when so used. Appropriate regulatory approval shall be obtained for "a reasonable rate". (USOA)

**AMORTIZATION** - The gradual extinguishment of an amount in an account by distributing such amount over a fixed period, over the life of the asset or liability to which it applies, or over the period during which it is anticipated the benefit will be realized. (USOA)

**CONTRIBUTIONS IN AID OF CONSTRUCTION ( CIAC )** - Any amount or item of money, services, or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public. (Section 367.021 (3), Florida Statutes)

**CONSTRUCTION WORK IN PROGRESS ( CWIP )** - This account shall include the cost of water or wastewater plant in process of construction, but not yet ready for services. (USOA)

**DEPRECIATION** - The loss in service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in the current operation and against which the utility is not protected by insurance. (Rule 25-30.140 (i), Florida Administrative Code)

**EFFLUENT REUSE** - The use of wastewater after the treatment process, generally for reuse as irrigation water or for in plant use. (Section 367.021 (6), Florida Statutes)

**EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WATER)** - (Rule 25-30.515 (8), Florida Administrative Code.)

- (a) 350 gallons per day;
- (b) The number of gallons a utility demonstrates in the average daily flow for a single family unit; or
- (c) The number of gallons which has been approved by the DEP for a single family residential unit.

**EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WASTEWATER)** - Industry standard of 80% of Water ERC or 280 gallons per day for residential use.

**GUARANTEED REVENUE CHARGE** - A charge designed to cover the utility's costs including, but not limited to the cost of the operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the utility for facilities, a portion of which may not be used and useful to the utility or its existing customers. (Rule 25-30.515 (9), Florida Administrative Code)

**LONG TERM DEBT** - All Notes, Conditional Sales Contracts, or other evidences of indebtedness payable more than one year from date of issue. (USOA)

**PROPRIETARY CAPITAL ( For proprietorships and partnerships only )** - The investment of a sole proprietor, or partners, in an unincorporated utility. (USOA)

**RETAINED EARNINGS** - This account reflects corporate earnings retained in the business. Credits would include net income or accounting adjustments associated with correction of errors attributable to a prior period. Charges to this account would include net losses, accounting adjustments associated with correction of errors attributable to a prior period or dividends. (USOA)



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# FINANCIAL SECTION

REPORT OF

TERRA MAR VILLAGE UTILITIES, INC.

(EXACT NAME OF UTILITY)

4383 SOUTH U.S. HWY. 1  
EDGEWATER, FLORIDA 32141  
Mailing Address

4383 SOUTH U.S. HWY. 1  
EDGEWATER, FLORIDA 32141 Street Address  
VOLUSIA County

Telephone Number (386) 345-3662

Date Utility First Organized 1973

Fax Number (386) 345-3662

E-mail Address \_\_\_\_\_

Sunshine State One-Call of Florida, Inc. Member No. \_\_\_\_\_

Check the business entity of the utility as filed with the Internal Revenue Service:

- Individual     Sub Chapter S Corporation     1120 Corporation     Partnership

Name, Address and phone where records are located: 4383 SOUTH U.S. HWY. 1, EDGEWATER,  
FLORIDA 32141 (386) 345-3662

Name of subdivisions where services are provided: TERRA MAR VILLAGE

CONTACTS:

Name	Title	Principle Business Address	Salary Charged Utility
Person to send correspondence: <u>FRANK J. UDDO</u>	<u>PRESIDENT</u>	<u>- SAME AS ABOVE -</u>	
Person who prepared this report: <u>JOSEPH J. UDDO</u>	<u>TREASURER / SECRETARY</u>	<u>- SAME AS ABOVE -</u>	
Officers and Managers: <u>FRANK J. UDDO</u>	<u>PRESIDENT</u>	<u>- SAME AS ABOVE -</u>	\$ - 0 -
<u>JOSEPH J. UDDO</u>	<u>TREASURER</u>	<u>- SAME AS ABOVE -</u>	\$
			\$
			\$
			\$

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership in Utility	Principle Business Address	Salary Charged Utility
<u>FRANK J. UDDO</u>	<u>75%</u>	<u>- SAME AS ABOVE -</u>	\$ - 0 -
<u>TJFM ASSOCIATES</u>	<u>25%</u>	<u>- SAME AS ABOVE -</u>	\$ - 0 -
			\$
			\$
			\$
			\$
			\$

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
Gross Revenue:					
Residential -----		\$ 117,448	\$ 62,750	\$ -----	\$ 180,198
Commercial -----		-----	-----	-----	-----
Industrial -----		-----	-----	-----	-----
Multiple Family -----		-----	-----	-----	-----
Guaranteed Revenues -----		-----	-----	-----	-----
Other (Specify) -----		646	268	-----	914
Total Gross Revenue -----		\$ 118,094	\$ 63,018	\$ -----	\$ 181,112
Operation Expense (Must tie to pages W-3 and S-3)	W-3 S-3	\$ 91,598	\$ 81,243	\$ -----	\$ 172,841
Depreciation Expense -----	F-5	9213	7,668	-----	16,881
CIAC Amortization Expense -----	F-8	<5,136>	<4,438>	-----	<9,574>
Taxes Other Than Income -----	F-7	5,302	2,824	-----	8,126
Income Taxes -----	F-7	- 0 -	- 0 -	-----	- 0 -
Total Operating Expense -----		\$ 100,977	87,297	-----	\$ 188,274
Net Operating Income (Loss)		\$ 17,117	\$ <24,279>	\$ -----	\$ <7,162>
Other Income:					
Nonutility Income -----		\$ -----	\$ -----	\$ 25	\$ 25
-----		-----	-----	-----	-----
Other Deductions:					
Miscellaneous Nonutility Expenses -----		\$ -----	\$ -----	\$ -----	\$ -----
Interest Expense -----		-----	-----	-----	-----
-----		-----	-----	-----	-----
Net Income (Loss)		\$ 17,117	\$ <24,279>	\$ 25	\$ <7,137>

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT DECEMBER 31, 2002
-------------------------------------

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
<b>Assets:</b>			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ <u>405,789</u>	\$ <u>380,493</u>
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-2	<u>239,259</u>	<u>222,378</u>
Net Utility Plant -----		\$ <u>166,530</u>	\$ <u>158,115</u>
Cash -----		<u>&lt;1,157&gt;</u>	<u>380</u>
Customer Accounts Receivable (141) -----		<u>17,261</u>	<u>14,746</u>
Other Assets (Specify): -----			
-----			
-----			
<b>Total Assets</b> -----		\$ <u>182,634</u>	\$ <u>173,241</u>
<b>Liabilities and Capital:</b>			
Common Stock Issued (201) -----	F-6	<u>100</u>	<u>100</u>
Preferred Stock Issued (204) -----	F-6		
Other Paid in Capital (211) -----		<u>69,066</u>	<u>60,066</u>
Retained Earnings (215) -----	F-6	<u>&lt;41,974&gt;</u>	<u>&lt;34,837&gt;</u>
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6		
<b>Total Capital</b> -----		\$ <u>18,192</u>	\$ <u>25,329</u>
Long Term Debt (224) -----	F-6	\$ <u>22,385</u>	\$
Accounts Payable (231) -----		<u>35,126</u>	<u>36,340</u>
Notes Payable (232) -----			
Customer Deposits (235) -----		<u>294</u>	<u>252</u>
Accrued Taxes (236) -----		<u>8,126</u>	<u>7,544</u>
Other Liabilities (Specify) -----			
<u>DUE TO TERRA MAR ASSOCIATES</u> -----		<u>1,519</u>	
<u>DUE TO STOCKHOLDER</u> -----		<u>1,500</u>	
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-8	<u>95,492</u>	<u>103,776</u>
<b>Total Liabilities and Capital</b> -----		\$ <u>182,634</u>	\$ <u>173,241</u>

UTILITY NAME: TEARRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other Than Reporting Systems	Total
Utility Plant in Service (101)	\$ <u>211,884</u>	\$ <u>193,905</u>	\$ _____	\$ <u>405,789</u>
Construction Work in Progress (105) _____	_____	_____	_____	_____
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Utility Plant _____	\$ <u>211,884</u>	\$ <u>193,905</u>	\$ _____	\$ <u>405,789</u>

ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First of Year _____	\$ <u>104,268</u>	\$ <u>118,110</u>	\$ _____	\$ <u>222,378</u>
<u>Add Credits During Year:</u>				
Accruals charged to depreciation account _____	\$ <u>9,213</u>	\$ <u>7,668</u>	\$ _____	\$ <u>16,881</u>
Salvage _____	_____	_____	_____	_____
Other Credits (specify) _____	_____	_____	_____	_____
Total Credits _____	\$ <u>9,213</u>	\$ <u>7,668</u>	\$ _____	\$ <u>16,881</u>
<u>Deduct Debits During Year:</u>				
Book cost of plant retired _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost of removal _____	_____	_____	_____	_____
Other debits (specify) _____	_____	_____	_____	_____
Total Debits _____	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ _____	\$ <u>-0-</u>
Balance End of Year _____	\$ <u>113,481</u>	\$ <u>125,778</u>	\$ _____	\$ <u>239,259</u>

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

CAPITAL STOCK ( 201 - 204 )

	Common Stock	Preferred Stock
Par or stated value per share _____	<u>\$ 1.00</u>	_____
Shares authorized _____	<u>100</u>	_____
Shares issued and outstanding _____	<u>100</u>	_____
Total par value of stock issued _____	<u>\$ 100</u>	_____
Dividends declared per share for year _____	_____	_____

RETAINED EARNINGS ( 215 )

	Appropriated	Un-Appropriated
Balance first of year _____	\$ _____	\$ <u>&lt; 24,837 &gt;</u>
Changes during the year (Specify): <u>CURRENT YEAR NET LOSS</u>	_____	<u>&lt; 7,137 &gt;</u>
Balance end of year _____	\$ _____	\$ <u>&lt; 17,700 &gt;</u>

PROPRIETARY CAPITAL ( 218 )

	Proprietor Or Partner	Partner
Balance first of year _____	\$ _____	\$ _____
Changes during the year (Specify): <u>N/A</u>	_____	_____
Balance end of year _____	\$ _____	\$ _____

LONG TERM DEBT ( 224 )

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest		Principal per Balance Sheet Date
	Rate	# of Pymts	
<u>WORLD OMNI FINANCIAL CORP.</u>	<u>7.2%</u>	<u>48</u>	\$ <u>22,385</u>
Total _____	_____	_____	\$ <u>22,385</u>

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

**TAX EXPENSE**

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
Income Taxes:				
Federal income tax	\$	\$	\$	\$
State income Tax				
Taxes Other Than Income:				
State ad valorem tax				
Local property tax				
Regulatory assessment fee	5302	2824		8126
Other (Specify)				
Total Tax Expense	\$ 5302	\$ 2824	\$	\$ 8126

**PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES**

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
DOROTHY HUKILL	\$ 784	\$ 785	LEGAL SERVICES
STORCH & GLENN	\$ 439	\$ 438	LEGAL SERVICES
LEDGERPLUS	\$ 963	\$ 962	ACCOUNTING AND TAX SERVICES
MASON'S WATER SERVICE	\$ -	\$ 11,850	OPERATOR
WILSON ASSOCIATES	\$ 2,500	\$ -	ENGINEER
WEXIVA UTILITY OF CENTRAL FL	\$ 11,284	\$ 11,484	OPERATOR
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	



UTILITY NAME: TEARRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

CONTRIBUTIONS IN AID OF CONSTRUCTION ( 271 )

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year _____	\$ <u>116,372</u>	\$ <u>109,269</u>	\$ <u>225,641</u>
2) Add credits during year _____	\$ <u>690</u>	\$ <u>600</u>	\$ <u>1,290</u>
3) Total _____	<u>117,062</u>	<u>109,869</u>	<u>226,931</u>
4) Deduct charges during the year _____	<u>117,062</u>	<u>109,869</u>	<u>226,931</u>
5) Balance end of year _____	<u>68,293</u>	<u>63,146</u>	<u>131,439</u>
6) Less Accumulated Amortization _____			
7) Net CIAC _____	\$ <u>48,769</u>	\$ <u>46,723</u>	\$ <u>95,492</u>

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.	Indicate "Cash" or "Property"	Water	Wastewater
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Sub-total _____		\$ _____	\$ _____
Report below all capacity charges, main extension charges and customer connection charges received during the year.			
Description of Charge	Number of Connections	Charge per Connection	
_____	_____	\$ _____	\$ <u>690</u>
_____	_____	_____	\$ <u>600</u>
_____	_____	_____	_____
Total Credits During Year (Must agree with line # 2 above.) _____			\$ <u>690</u> \$ <u>600</u>

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year _____	\$ <u>63,157</u>	\$ <u>58,708</u>	\$ <u>121,865</u>
Add Debits During Year: _____	<u>5,136</u>	<u>4,438</u>	<u>9,574</u>
Deduct Credits During Year: _____			
Balance End of Year (Must agree with line #6 above.) _____	\$ <u>68,293</u>	\$ <u>63,146</u>	\$ <u>131,439</u>

**\*\* COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR \*\***

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT DECEMBER 31, 2002
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SCHEDULE "A" *N/A*

**SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (1)**

Class of Capital (a)	Dollar Amount (b)	Percentage of Capital (c)	Actual Cost Rates (d)	Weighted Cost [c x d] (e)
Common Equity	\$ _____	_____ %	_____ %	_____ %
Preferred Stock	_____	_____ %	_____ %	_____ %
Long Term Debt	_____	_____ %	_____ %	_____ %
Customer Deposits	_____	_____ %	_____ %	_____ %
Tax Credits - Zero Cost	_____	_____ %	0.00 %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	_____ %	_____ %
Deferred Income Taxes	_____	_____ %	_____ %	_____ %
Other (Explain)	_____	_____ %	_____ %	_____ %
<b>Total</b>	<b>\$ _____</b>	<b>100.00 %</b>		_____ %

(1) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

**APPROVED AFUDC RATE**

Current Commission approved AFUDC rate: _____ %
Commission Order Number approving AFUDC rate: _____

**\*\* COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR \*\***

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT DECEMBER 31, 2002
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SCHEDULE "B"

N/A

**SCHEDULE OF CAPITAL STRUCTURE ADJUSTMENTS**

Class of Capital (a)	Per Book Balance (b)	Non-utility Adjustments (c)	Non-juris. Adjustments (d)	Other (1) Adjustments (e)	Capital Structure Used for AFUDC Calculation (f)
Common Equity	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Preferred Stock	_____	_____	_____	_____	_____
Long Term Debt	_____	_____	_____	_____	_____
Customer Deposits	_____	_____	_____	_____	_____
Tax Credits-Zero Cost	_____	_____	_____	_____	_____
Tax Credits-Weighted	_____	_____	_____	_____	_____
Cost of Capital	_____	_____	_____	_____	_____
Deferred Income Taxes	_____	_____	_____	_____	_____
Other (Explain)	_____	_____	_____	_____	_____
Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(1) Explain below all adjustments made in Column (e):

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**WATER  
OPERATING  
SECTION**

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	\$ 2,402	\$	\$	\$ 2,402
302	Franchises				
303	Land and Land Rights	2,590			2,590
304	Structures and Improvements	17,156			17,156
305	Collecting and Impounding Reservoirs	3,026			3,026
306	Lake, River and Other Intakes				
307	Wells and Springs	3,694			3,694
308	Infiltration Galleries and Tunnels				
309	Supply Mains	1,581			1,581
310	Power Generation Equipment				
311	Pumping Equipment	12,497			12,497
320	Water Treatment Equipment	53,656			53,656
330	Distribution Reservoirs and Standpipes	30,118			30,118
331	Transmission and Distribution Lines	23,204			23,204
333	Services	9,310			9,310
334	Meters and Meter Installations	7,922			7,922
335	Hydrants	1,155			1,155
336	Backflow Prevention Devices				
339	Other Plant and Miscellaneous Equipment				
340	Office Furniture and Equipment	2,012			2,012
341	Transportation Equipment	23,947	11,837		35,784
342	Stores Equipment				
343	Tools, Shop and Garage Equipment	321	811		1,132
344	Laboratory Equipment				
345	Power Operated Equipment	4,645			4,645
346	Communication Equipment				
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	Total Water Plant	\$ 199,236	\$ 12,648	\$	\$ 211,884

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
304	Structures and Improvements	28	%	3.57%	\$ 6,945	\$	\$ 612	\$ 7,557
305	Collecting and Impounding Reservoirs	40	%	2.50%	418		76	494
306	Lake, River and Other Intakes		%					
307	Wells and Springs	27	%	3.70%	1,849		137	1,985
308	Infiltration Galleries & Tunnels		%					
309	Supply Mains	40	%	2.50%	319		40	359
310	Power Generating Equipment		%					
311	Pumping Equipment	17	%	5.88%	8,463		735	9,198
320	Water Treatment Equipment	17	%	5.88%	27,509		3,155	30,664
330	Distribution Reservoirs & Standpipes	33	%	3.03%	21,982		913	22,895
331	Trans. & Dist. Mains	38	%	2.63%	12,845		610	13,455
333	Services	35	%	2.86%	5,607		266	5,873
334	Meter & Meter Installations	17	%	5.88%	2,523		466	2,989
335	Hydrants	40	%	2.50%	801		29	830
336	Backflow Prevention Devices		%					
339	Other Plant and Miscellaneous Equipment		%					
340	Office Furniture and Equipment	15	%	6.67%	1,008		134	1,142
341	Transportation Equipment	15	%	6.67%	8,781		1,992	10,773
342	Stores Equipment		%					
343	Tools, Shop and Garage Equipment	15	%	6.67%	77		48	125
344	Laboratory Equipment		%					
345	Power Operated Equipment	10	%	10.00%	4,645		-0-	4,645
346	Communication Equipment		%					
347	Miscellaneous Equipment		%					
348	Other Tangible Plant		%					
	Totals				\$ 103,771	\$	\$ 9,213	\$ 112,984 *

\* This amount should tie to Sheet F-5.

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

**WATER OPERATION AND MAINTENANCE EXPENSE**

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees	\$ 2802
603	Salaries and Wages - Officers, Directors, and Majority Stockholders	5,278
604	Employee Pensions and Benefits	
610	Purchased Water	82
615	Purchased Power	6,837
616	Fuel for Power Production	
618	Chemicals	3,384
620	Materials and Supplies	27,625
630	Contractual Services:	
	Billing	
	Professional	2,500
	Testing	
	Other	10,502
640	Rents	
650	Transportation Expense	
655	Insurance Expense	
665	Regulatory Commission Expenses (Amortized Rate Case Expense)	
670	Bad Debt Expense	
675	Miscellaneous Expenses	32,588
	Total Water Operation And Maintenance Expense	\$ 91,598 *
	* This amount should tie to Sheet F-3.	

**WATER CUSTOMERS**

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)	
			Start of Year (d)	End of Year (e)		
<b>Residential Service</b>						
5/8"	D	1.0				
3/4"	D	1.5	251	252	378	
1"	D	2.5				
1 1/2"	D,T	5.0				
<b>General Service</b>						
5/8"	D	1.0				
3/4"	D	1.5				
1"	D	2.5				
1 1/2"	D,T	5.0				
2"	D,C,T	8.0				
3"	D	15.0				
3"	C	16.0				
3"	T	17.5				
Unmetered Customers Other (Specify)						
** D = Displacement C = Compound T = Turbine			Total	251	252	378

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

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

**PUMPING AND PURCHASED WATER STATISTICS**

(a)	Water Purchased For Resale (Omit 000's) (b)	Finished Water From Wells (Omit 000's) (c)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's) (d)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)] (e)	Water Sold To Customers (Omit 000's) (f)
January		612	30	582	595
February		645	50	595	536
March		755	20	735	611
April		662	15	647	579
May		540	20	520	404
June		588	25	563	501
July		584	25	559	418
August		504	15	489	464
September		521	15	506	346
October		523	30	493	553
November	12	542	30	524	372
December		607	30	577	563
Total for Year	12	7083	305	6790	5942

If water is purchased for resale, indicate the following:

Vendor Volusia County Utilities

Point of delivery line (main) to storage tanks "emergency use only"

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

**MAINS (FEET)**

Kind of Pipe (PVC, Cast Iron, Coated Steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
PVC	6"	2450	∅	∅	2450
PVC	2"	5555	∅	∅	5555



UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

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

**WELLS AND WELL PUMPS**

(a)	(b)	(c)	(d)	(e)
Year Constructed _____	<u>'73</u>	<u>'73</u>		
Types of Well Construction and Casing _____	<u>steel</u>	<u>steel</u>		
Depth of Wells _____	<u>115'</u>	<u>110'</u>		
Diameters of Wells _____	<u>4"</u>	<u>4"</u>		
Pump - GPM _____	<u>60</u>	<u>60</u>		
Motor - HP _____	<u>3</u>	<u>5.5</u>		
Motor Type * _____				
Yields of Wells in GPD _____				
Auxiliary Power _____				
* Submersible, centrifugal, etc.				

**RESERVOIRS**

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete) _____	<u>steel</u>	<u>steel</u>		
Capacity of Tank _____	<u>25000</u>	<u>25000</u>		
Ground or Elevated _____	<u>ground</u>	<u>ground</u>		

**HIGH SERVICE PUMPING**

(a)	(b)	(c)	(d)	(e)
<b>Motors</b>				
Manufacturer _____	<u>FTW</u>	<u>goulds</u>		
Type _____	<u>centrifugal</u>	<u>submersible</u>		
Rated Horsepower _____	<u>3.5</u>	<u>5.5</u>		
<b>Pumps</b>				
Manufacturer _____				
Type _____				
Capacity in GPM _____	<u>180</u>	<u>180</u>		
Average Number of Hours Operated Per Day _____				
Auxiliary Power _____	<u>N/A</u>	<u>N/A</u>		

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
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**SOURCE OF SUPPLY**

List for each source of supply ( Ground, Surface, Purchased Water etc. )			
Permitted Gals. per day _____	<u>50,000</u>	_____	_____
Type of Source _____	<u>wells</u>	_____	_____

**WATER TREATMENT FACILITIES**

List for each Water Treatment Facility:			
Type _____	<u>reverse osmosis</u>	_____	_____
Make _____	<u>dupont/spiral</u>	_____	_____
Permitted Capacity (GPD) _____	<u>50,000</u>	_____	_____
High service pumping	_____	_____	_____
Gallons per minute _____	<u>180</u>	_____	_____
Reverse Osmosis _____	_____	_____	_____
Lime Treatment _____	_____	_____	_____
Unit Rating _____	_____	_____	_____
Filtration _____	_____	_____	_____
Pressure Sq. Ft. _____	_____	_____	_____
Gravity GPD/Sq.Ft. _____	_____	_____	_____
Disinfection _____	_____	_____	_____
Chlorinator _____	<u>liquid chlorine</u>	_____	_____
Ozone _____	_____	_____	_____
Other _____	_____	_____	_____
Auxiliary Power _____	_____	_____	_____

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

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

GENERAL WATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present ERC's \* the system can efficiently serve. 36
2. Maximum number of ERCs \* which can be served. 504
3. Present system connection capacity (in ERCs \*) using existing lines. 36
4. Future connection capacity (in ERCs \*) upon service area buildout. 504
5. Estimated annual increase in ERCs \*. unknown
6. Is the utility required to have fire flow capacity? 3 fire hydrants  
If so, how much capacity is required? \_\_\_\_\_
7. Attach a description of the fire fighting facilities. \_\_\_\_\_
8. Describe any plans and estimated completion dates for any enlargements or improvements of this system.  
N/A
9. When did the company last file a capacity analysis report with the DEP? 1997
10. If the present system does not meet the requirements of DEP rules, submit the following:
  - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
  - b. Have these plans been approved by DEP? \_\_\_\_\_
  - c. When will construction begin? \_\_\_\_\_
  - d. Attach plans for funding the required upgrading.
  - e. Is this system under any Consent Order with DEP? \_\_\_\_\_
11. Department of Environmental Protection ID # \_\_\_\_\_
12. Water Management District Consumptive Use Permit # \_\_\_\_\_
  - a. Is the system in compliance with the requirements of the CUP? \_\_\_\_\_
  - b. If not, what are the utility's plans to gain compliance? \_\_\_\_\_

\* An ERC is determined based on one of the following methods:  
(a) If actual flow data are available from the preceding 12 months:  
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.  
(b) If no historical flow data are available use:  
ERC = (Total SFR gallons sold (omit 000/365 days/350 gallons per day).

**WASTEWATER  
OPERATING  
SECTION**

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	\$ 2,402	\$	\$	\$ 2,402
352	Franchises				
353	Land and Land Rights	4,421			4,421
354	Structures and Improvements	16,189			16,189
355	Power Generation Equipment				
360	Collection Sewers - Force	6,328			6,328
361	Collection Sewers - Gravity	63,680			63,680
362	Special Collecting Structures				
363	Services to Customers	10,447			10,447
364	Flow Measuring Devices	1,000			1,000
365	Flow Measuring Installations				
370	Receiving Wells	5,615			5,615
371	Pumping Equipment				
380	Treatment and Disposal Equipment	51,112			51,112
381	Plant Sewers	9,944			9,944
382	Outfall Sewer Lines				
389	Other Plant and Miscellaneous Equipment				
390	Office Furniture and Equipment	2,012			2,012
391	Transportation Equipment		11,837		11,837
392	Stores Equipment				
393	Tools, Shop and Garage Equipment	28	811		839
394	Laboratory Equipment				
395	Power Operated Equipment	6,086			6,086
396	Communication Equipment				
397	Miscellaneous Equipment				
398	Other Tangible Plant	1,993			1,993
	Total Wastewater Plant	\$ 181,257	\$ 12,648	\$	\$ 193,905*

\* This amount should tie to sheet F-5.

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
354	Structures and Improvements	27	%	3.70 %	\$ 5,172	\$	\$ 599	\$ 5,771
355	Power Generation Equipment		%	%				
360	Collection Sewers - Force	27	%	3.70 %	1,886		234	2,120
361	Collection Sewers - Gravity	40	%	2.50 %	42,822		1,592	44,414
362	Special Collecting Structures		%	%				
363	Services to Customers	35	%	2.86 %	6,557		299	6,856
364	Flow Measuring Devices	5	%	20.00 %	1,000		- 0 -	1,000
365	Flow Measuring Installations		%	%				
370	Receiving Wells	25	%	4.00 %	3,777			
371	Pumping Equipment		%	%			225	4,002
380	Treatment and Disposal Equipment	15	%	6.67 %	42,949		3,409	46,358
381	Plant Sewers	32	%	3.13 %	4,192		311	4,503
382	Outfall Sewer Lines		%	%				
389	Other Plant and Miscellaneous Equipment		%	%				
390	Office Furniture and Equipment	15	%	6.67 %	1,160		134	1,294
391	Transportation Equipment	15	%	6.67 %	- 0 -		395	395
392	Stores Equipment		%	%				
393	Tools, Shop and Garage Equipment	15	%	6.67 %	16		29	45
394	Laboratory Equipment		%	%				
395	Power Operated Equipment	10	%	10.00 %	6,086		441	6,527
396	Communication Equipment		%	%				
397	Miscellaneous Equipment		%	%				
398	Other Tangible Plant	10	%	10.00 %	1,993		- 0 -	1,993
	Totals				\$ 117,610	\$	\$ 7,668	\$ 125,278 *

\* This amount should tie to Sheet F-5.

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

WASTEWATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
701	Salaries and Wages - Employees	\$ 2802
703	Salaries and Wages - Officers, Directors, and Majority Stockholders	5278
704	Employee Pensions and Benefits	
710	Purchased Wastewater Treatment	
711	Sludge Removal Expense	3284
715	Purchased Power	4816
716	Fuel for Power Production	
718	Chemicals	2414
720	Materials and Supplies	6509
730	Contractual Services:	
	Billing	
	Professional	1000
	Testing	
	Other	22,552
740	Rents	
750	Transportation Expense	
755	Insurance Expense	
765	Regulatory Commission Expenses (Amortized Rate Case Expense)	
770	Bad Debt Expense	
775	Miscellaneous Expenses	32,588
	Total Wastewater Operation And Maintenance Expense	\$ 81,243 *

\* This amount should tie to Sheet F-3.

WASTEWATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Number of Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
All meter sizes	D	1.0			
General Service					
5/8"	D	1.0			
3/4"	D	1.5	251	252	378
1"	D	2.5			
1 1/2"	D,T	5.0			
2"	D,C,T	8.0			
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers Other (Specify)					
** D = Displacement C = Compound T = Turbine			* Total		
			251	252	378

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

PUMPING EQUIPMENT

Lift Station Number	<u>1</u>	<u>2</u>				
Make or Type and nameplate data on pump	<u>P/B</u>	<u>P/B</u>				
Year installed	<u>1998</u>	<u>1998</u>				
Rated capacity	<u>80</u>	<u>80</u>				
Size	<u>4"</u>	<u>4"</u>				
Power:						
Electric	<u>X</u>	<u>X</u>				
Mechanical						
Nameplate data of motor						

SERVICE CONNECTIONS

Size (inches)	<u>4"</u>					
Type (PVC, VCP, etc.)	<u>PVC</u>					
Average length	<u>25'</u>					
Number of active service connections						
Beginning of year	<u>299</u>					
Added during year	<u>1</u>					
Retired during year	<u>0</u>					
End of year	<u>300</u>					
Give full particulars concerning inactive connections						

COLLECTING AND FORCE MAINS

	Collecting Mains				Force Mains			
Size (inches)	<u>8"</u>							
Type of main	<u>PVC</u>							
Length of main (nearest foot)	<u>8710</u>							
Beginning of year	<u>0</u>							
Added during year	<u>0</u>							
Retired during year	<u>0</u>							
End of year	<u>8710</u>							

MANHOLES

Size (inches)	<u>2"</u>			
Type of Manhole	<u>RING</u>			
Number of Manholes:				
Beginning of year	<u>30</u>			
Added during year	<u>0</u>			
Retired during year	<u>0</u>			
End of Year	<u>30</u>			



UTILITY NAME: TERRA MAR VILLAGE UTILITIES

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

YEAR OF REPORT  
DECEMBER 31, 2002

**TREATMENT PLANT**

Manufacturer _____	<u>Maroff</u>	_____	_____
Type _____	<u>Concrete slab</u>	_____	_____
"Steel" or "Concrete" _____	<u>Concrete</u>	_____	_____
Total Permitted Capacity _____	<u>45000</u>	_____	_____
Average Daily Flow _____	_____	_____	_____
Method of Effluent Disposal _____	<u>perk pond</u>	_____	_____
Permitted Capacity of Disposal _____	_____	_____	_____
Total Gallons of Wastewater treated _____	_____	_____	_____

**MASTER LIFT STATION PUMPS**

Manufacturer _____	<u>P/B</u>	_____	_____	_____	_____
Capacity (GPM's) _____	<u>80</u>	_____	_____	_____	_____
Motor: _____	_____	_____	_____	_____	_____
Manufacturer _____	_____	_____	_____	_____	_____
Horsepower _____	<u>5</u>	_____	_____	_____	_____
Power (Electric or Mechanical) _____	<u>electric</u>	_____	_____	_____	_____

**PUMPING WASTEWATER STATISTICS**

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons Disposed of on site
January _____	* <u>269 000</u>	<u>N/A</u>	<u>269 000</u>
February _____	<u>690 000</u>	_____	<u>690 000</u>
March _____	<u>830 000</u>	_____	<u>830 000</u>
April _____	<u>662 000</u>	_____	<u>662 000</u>
May _____	<u>474 000</u>	_____	<u>474 000</u>
June _____	<u>613 000</u>	_____	<u>613 000</u>
July _____	* <u>1,143,000</u>	_____	<u>1,143 000</u>
August _____	* <u>686,000</u>	_____	<u>686 000</u>
September _____	* <u>369,000</u>	_____	<u>369 000</u>
October _____	* <u>589,000</u>	_____	<u>589 000</u>
November _____	<u>421 000</u>	_____	<u>421 000</u>
December _____	_____	_____	_____
Total for year _____	<u>6,746,000</u>	<u>N/A</u>	<u>6,746,000</u>

If Wastewater Treatment is purchased, indicate the vendor: \_\_\_\_\_

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REPORT  
DECEMBER 31, 2002

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

GENERAL WASTEWATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present number of ERCs\* now being served. 76
2. Maximum number of ERCs\* which can be served. 364
3. Present system connection capacity (in ERCs\*) using existing lines. N/A
4. Future connection capacity (in ERCs\*) upon service area buildout. 504
5. Estimated annual increase in ERCs\*. N/A
6. Describe any plans and estimated completion dates for any enlargements or improvements of this system  
\_\_\_\_\_  
\_\_\_\_\_
7. If the utility uses reuse as a means of effluent disposal, provide a list of the reuse end users and the amount of reuse provided to each, if known. NO
8. If the utility does not engage in reuse, has a reuse feasibility study been completed? NO  
If so, when? \_\_\_\_\_
9. Has the utility been required by the DEP or water management district to implement reuse? \_\_\_\_\_  
If so, what are the utility's plans to comply with this requirement? NO
10. When did the company last file a capacity analysis report with the DEP? 1997
11. If the present system does not meet the requirements of DEP rules, submit the following:
  - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
  - b. Have these plans been approved by DEP? \_\_\_\_\_
  - c. When will construction begin? \_\_\_\_\_
  - d. Attach plans for funding the required upgrading.
  - e. Is this system under any Consent Order with DEP? \_\_\_\_\_
12. Department of Environmental Protection ID # \_\_\_\_\_

\* An ERC is determined based on one of the following methods:  
(a) If actual flow data are available from the preceding 12 months:  
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.  
(b) If no historical flow data are available use:  
ERC = (Total SFR gallons sold (omit 000/365 days/280 gallons per day).

UTILITY NAME: TERRA MAR VILLAGE UTILITIES

YEAR OF REP. DECEMBER 31, 2002

# CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

- YES  NO

1. The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code.
- YES  NO

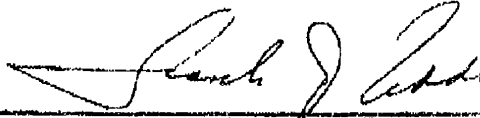
2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.
- YES  NO

3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements of the utility.
- YES  NO

4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct, and complete for the period for which it represents.

Items Certified

1.  2.  3.  4.

  
 \_\_\_\_\_  
 (signature of chief executive officer of the utility)

Date: 4-29-03

1.  2.  3.  4.

\_\_\_\_\_  
 (signature of chief financial officer of the utility)

Date: \_\_\_\_\_

Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.