

ORIGINAL



PASCO COUNTY, FLORIDA

RECEIVED-PPSC
OCT 7 AM 11:15

DADE CITY (352) 521-4274
LAND O' LAKES (813) 996-7341
NEW PORT RICHEY (727) 847-8041
FAX NUMBER (727) 847-8064

COMMISSION CLERK
UTILITIES FISCAL SERVICES
SPECIAL PROJECTS DEPT.
PUBLIC WORKS/UTILITIES BLDG.
7530 LITTLE ROAD, S-204
NEW PORT RICHEY, FL 34654

September 29, 2003

Director, Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Attn: Patti Daniel
Supervisor of Certification

030971-SU

03 OCT -5 AM 9:46
RECEIVED
CANCELLATION

Re: Application for Transfer of Wastewater Facility
In Pasco County from Sky Acres Enterprises
D/b/a Terrace Park Ventures to Pasco County
Utilities and Cancellation of Certificate No. 505-S

Dear Ms. Daniel:

Please find enclosed the original and five copies of the above, as requested.

If you have any questions, please do not hesitate to contact me at 727 847-8041.

Sincerely,


Robert J. Sigmund
Utilities Fiscal Services/Special Projects Director

RJS:ndb
Enclosures

cc: Douglas S. Bramlett, Assistant County Administrator

DOCUMENT NUMBER-DATE

09690 OCT-7 8

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. N/A and/or
Wastewater Certificate No. 505-S located in Pasco 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):

Sky Acres Enterprises d/b/a Terrace Park Ventures
Name of utility

(715) 443-6333 () N/A
Phone No. Fax No.

14332 North Lane Drive
Office street address

Marathon WI 54448-9596
City State Zip Code

Mailing address if different from street address

N/A
Internet address if applicable

PSC/ECR 012 (Rev. 2/91)

DOCUMENT NUMBER-DATE
09690 OCT-7 8
FPSC-COMMISSION CLERK

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

Douglas S. Bramlett	(727) 847-8145	
Name	Phone No.	
7530 Little Road, Public Works Utilities Building, Suite 213		
Street address		
New Port Richey	FL	34654
City	State	Zip Code

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

Pasco County Utilities		
Name of utility		
(727) 847-8145	(727) 847-8064	
Phone No.	Fax No.	
7530 Little Road, Public Works Utilities Building, Suite 213		
Office street address		
New Port Richey	FL	34654
City	State	Zip Code

Mailing address if different from street address

Internet address if applicable

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

Douglas S. Bramlett	(727) 847-8145	
Name	Phone No.	
7530 Little Road, Public Works Utilities Building, Suite 213		
Street address		
New Port Richey	FL	34654
City	State	Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit A - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit B - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit C - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit D - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

Pasco County Utilities signed the Purchase and Sale Agreement on
12-2-2002 and closed on January 24, 2003

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit _____ - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should **NOT** refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

Exhibit _____ - 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.)

PART IV AFFIDAVIT

I Douglas S. Bramlett (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: *(Handwritten Signature)*
 Applicant's Signature
Douglas S. Bramlett
 Applicant's Name (Typed)
Assistant County Administrator
 Applicant's Title *

Subscribed and sworn to before me this 29th day of SEPTEMBER, 2003 by Douglas S. BRAMLETT who is personally known to me or produced identification _____.
 (Type of Identification Produced)

(Handwritten Signature)
 Notary Public's Signature



Mariana V. Vitorino
 MY COMMISSION # DD111958 EXPIRES
 July 8, 2006
 BONDERS TRUST COY FAIN INSURANCE, INC

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 A

ORIGINAL

PASCO COUNTY, FLORIDA/
SKY ACRES ENTERPRISES, INC.
SEWER SYSTEM PURCHASE
PURCHASE AND SALE AGREEMENT

W. B. King
Copy

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY," and SKY ACRES ENTERPRISES, a partnership authorized to do business in the State of Florida, hereinafter referred to as the "UTILITY."

RECITALS:

1. The UTILITY is the owner of a wastewater treatment, transmission, collection, and effluent disposal system (hereinafter referred to collectively as "Terrace Park Wastewater System" or "System") known as Terrace Park Sewer System located primarily within the boundaries of Pasco County, Florida.
2. Pursuant to its governmental powers pursuant to Chapters 163, 125, and 153, Florida Statutes, and other applicable laws, the COUNTY is authorized to preserve and enhance present advantages, encourage the most appropriate use of land, water, and resources, consistent with public interest, facilitate the adequate and efficient provision of water and sewerage facilities, and conserve, develop, utilize, and protect natural resources within its jurisdiction.
3. The UTILITY wishes to sell the System to the COUNTY.
4. The COUNTY has examined the UTILITY'S Wastewater System Assets, has examined its existing financial structure, has examined the long-range needs and goals of the COUNTY relative to the provision of water and wastewater service to its present and future citizens, and has determined that the execution of a purchase and sale agreement for the acquisition of the Wastewater System Assets is in the public interest.
5. The COUNTY desires to acquire the said System upon the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this agreement.

SECTION 2. PURCHASE AND SALE OF WASTEWATER SYSTEM. The UTILITY agrees to sell and the COUNTY agrees to buy the System, consisting of all real, personal, and mixed property used or held for use in connection with the System, hereinafter referred to as the "Purchased Assets" or the "Wastewater System Assets." The Purchased Assets shall not include any cash derived from monthly rates of the UTILITY received by the UTILITY, except as set forth in SECTIONS 3 and 11 hereof.

SECTION 3. PURCHASED ASSETS. On the closing date, as defined below, the UTILITY shall sell, assign, transfer, convey, and deliver to the COUNTY, and the COUNTY shall purchase, accept, and pay for all of the right, title, and interest, in and to the following property and assets (collectively the "Purchased Assets"):

3.1 Real Property. All real property and interests in real property the ("Property"), owned by the UTILITY, as described in composite Exhibit A attached hereto and made a part hereof, whereupon all wastewater collection lines, manholes, wastewater treatment plant, pumping stations, effluent disposal areas, and all other wastewater service facilities are located.

3.2 Plant and Other Facilities. The following assets owned by the UTILITY: all wastewater treatment plant, wastewater collection, transmission, pumping, and disposal facilities of every kind and description whatsoever, including without limitation, all structures, trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other wastewater service connections, and all other wastewater physical facilities and property installations in use in connection with the utility business of the UTILITY.

3.3 Equipment. All equipment, vehicles, tools, parts, laboratory equipment, office equipment, and other personal property owned by the UTILITY located on the real property and/or utilized by the UTILITY including, but not limited to, those items more particularly described in composite Exhibit A attached hereto and incorporated into this agreement.

3.4 Other Rights. All rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, and other areas owned or possessed by the UTILITY for the construction, reconstruction, maintenance, and operation of the System of the UTILITY and the Purchased Assets (collectively referred to as the "Easements"). The Easements are more particularly described in composite Exhibit A attached hereto and incorporated in this agreement.

3.5 Vendor Contracts. All right, title, and interest of the UTILITY in and to any and all vendor contracts. Copies of vendor contracts are attached hereto as composite Exhibit A and incorporated by reference herein.

3.6 Customer and Supplier Lists. All current customer and supplier lists and records, as-built surveys and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, accounting and customer records, and all other information and business records in the possession of the UTILITY pertaining to operation of the System.

3.7 Permits and Approvals. All permits, certificates, and other governmental authorizations and approvals necessary to operate and maintain the System in accordance with all governmental requirements, as described in composite Exhibit A attached hereto and incorporated by reference herein.

3.8 Choses in Action. All choses in action including, but not limited to, warranty claims, claims for damages, the right to sue for any past infringement, or other cause of action.

SECTION 4. THIS SECTION INTENTIONALLY LEFT BLANK.

SECTION 5. PURCHASE PRICE AND PAYMENT. The COUNTY agrees to pay to the UTILITY on the closing date and the UTILITY agrees to accept as the purchase price for the System, and in consideration for all the undertakings herein contained on the part the UTILITY, a total purchase price in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), subject to adjustments as provided herein. The said purchase price should be paid in cash at closing.

SECTION 6. STATUS OF TITLE. Within thirty (30) days of execution of this agreement, the UTILITY at the UTILITY'S own expense, shall furnish to the COUNTY or its attorney, a title insurance commitment from a reputable title insurance company acceptable to the COUNTY for the said real property described in composite Exhibit A attached hereto and made a part hereof.

6.1 Exceptions to Title. Said commitment shall show fee simple title in the name of the UTILITY subject only to:

6.1.1 Taxes and assessments for the Year 2002 and subsequent years.

6.1.2 Restrictions set out in the recorded plats of subdivisions covered by the System.

6.1.3 Easements for utilities and drainage set out in such recorded plats of subdivisions.

Provided, however, that none of the restrictions or easements set out in such recorded plats of subdivisions shall prevent, hinder, or restrict the present or intended use of the property (copies of all such recorded plats shall be attached to such title commitment).

6.1.4 Recorded easements and agreements set forth in composite Exhibit A hereto.

6.1.5 Zoning restrictions, prohibitions, and other requirements imposed by governmental authority, none of which will prevent or hinder the present or intended use of the property by the COUNTY.

6.2 Status of Title. If the status of title shown on said title insurance commitment does not reflect the status of title as herein set out then, in that event, upon written notification thereof to the UTILITY which notice shall be given by the COUNTY within forty-five (45) days after receipt of said commitment, the UTILITY agrees to use all due diligence to perfect title and shall have a period of forty-five (45) days from notification of such defects within which to do so. If the COUNTY shall fail to notify the UTILITY within the aforesaid forty-five (45) days, the COUNTY shall, for the purposes of this agreement, be deemed to have accepted the status of title as set forth in the commitment. In the event that defects are specified and the UTILITY, after exercising all due diligence, cannot clear same within the time provided in this paragraph, then, in that event, the COUNTY shall have the right to purchase the property in its then existing condition of title, or to rescind and terminate this agreement without liability by either party to the other. Notice of such election shall be given by the COUNTY to the UTILITY, in writing, by either registered or certified mail, within the time herein prescribed. It shall be the obligation of the UTILITY to purchase, at its expense, the title insurance policies

issuable pursuant to such title commitments. All related costs, including searching, abstracting, attorney fees, and title insurance premiums incurred to issue the policy shall be the UTILITY'S expense.

SECTION 7. SURVEY. The COUNTY agrees, at its expense to prepare and provide, for all the property set out in composite Exhibit A, a current survey prepared by a Florida-licensed surveyor in accordance with applicable law, which survey will be prepared in accordance with, and certified to the COUNTY and the title insurer in accordance with the minimum detail standards adopted by the Florida Society of Professional Land Surveyors. Any defect reflected on such survey including, but not limited to, encroachments of improvements across a boundary line or onto a utility strip, evidence of overlaps along a property line, violation of restrictions, setback lines, possession inconsistent with the property boundaries, or any other such defect shall be treated as a title defect under Subsection 6.2. above. The COUNTY shall have thirty (30) days after receipt of said survey to furnish notice to the UTILITY, as appropriate, of any title defect shown on the survey which does not conform to the status of title described in SECTION 6 of this agreement. If the COUNTY shall fail to notify the UTILITY, as appropriate within the aforesaid thirty (30) days, the COUNTY shall be deemed to have accepted the status of title shown on the survey.

SECTION 8. REPRESENTATIONS AND WARRANTIES OF THE UTILITY. To induce the COUNTY to enter into this agreement, the UTILITY represents and warrants that, at time of execution and as of closing date:

8.1 Organization, Standing, and Power. The UTILITY is a partnership, duly organized, validly existing, and in good standing under the laws of the state of its formation, and is authorized to do business in the State of Florida. The UTILITY has all requisite power and authority to own and lease its properties and the system assets, and to conduct its business as it is currently being conducted.

8.2 Authority for Agreement. The UTILITY has the power and authority to execute and deliver this agreement and to carry out its respective obligations hereunder. This agreement has been duly authorized by all action required to be taken by the UTILITY, has been duly executed and delivered by the UTILITY, and constitutes a valid and legally binding obligation of the UTILITY, enforceable in accordance with its terms.

8.3 Good and Marketable Title. Except for the matters described in Subsection 6.1., and the requisite authorization by the Florida Public Service Commission with respect to the transfer of the certificate of authorization, the UTILITY has good and marketable title to the Purchased Assets.

8.4 No Liens or Encumbrances. Except as otherwise specifically set forth herein, there are no liens, claims, or encumbrances of any type or nature upon or against the Purchased Assets including, but not limited to, financing statements or security instruments filed under the Uniform Commercial Code either in the county where the land is located or with the Secretary of State.

8.5 Litigation. The UTILITY has no actions, suits, or proceedings at law or in equity, pending or threatened against the UTILITY before any Federal, State, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect or will affect the System or any of the Purchased Assets or the UTILITY'S right and ability to make and perform this agreement; nor is the UTILITY

aware of any facts which to its knowledge are likely to result in any such action, suit, or proceeding. The UTILITY is not in default with respect to any order or decree of any court or of any administrative or governmental agency or instrumentality affecting the System or any of the Purchased Assets. The UTILITY agrees and warrants that it shall have a continuing duty to disclose up to and including the closing date, the existence and nature of all pending judicial or administrative suits, actions, proceedings, notices of violation, and orders which in any way relate to the operation of the System. Any such matters now known to the UTILITY shall be initially disclosed within ten (10) days following execution of this agreement, and shall be supplemented each thirty (30) days thereafter, as well as on the closing date.

8.6 Appropriate Zoning. The present zoning of the property described in composite Exhibit A does not prohibit the operation of the System on the subject property.

8.7 Contracts and Agreements. Attached hereto as composite Exhibit A and by reference made a part hereof is a complete and accurate listing of the all the contracts, service agreements, developers' agreements, and leases related to the System and to which the UTILITY is a party.

8.8 New Agreements. The UTILITY shall not enter into any extension, developers' agreement, agreement concerning the operation of the Water and Wastewater System, agreement concerning water and/or wastewater service capacity, or cause any agreement to be modified after the date of execution of this agreement without the prior written approval of the COUNTY.

8.9 Agreements for Construction. With respect to any outstanding agreements for construction under which the UTILITY has previously received cash deposits or contribution in exchange for the UTILITY'S willingness to authorize the planning, permitting, construction, installation, and extension of the Wastewater System located in Terrace Park, the UTILITY has fully discharged all obligations on its part for such planning, permitting, construction, installation, and extension, and the UTILITY has no further obligations, liabilities, or expenses for the future planning, permitting, construction, installation, or extension of the System under any such agreements except Phase III, Terrace Park, as known to the COUNTY.

8.10 Leases. None of the Wastewater System or the Purchased Assets is subject to any interest of any lessor or lessee and will not be so subject as of the closing date.

8.11 Contracts in Default. There are no existing contracts or commitments with respect to the System except for those listed in composite Exhibit A hereof and the UTILITY is not aware of any defaults of any parties to any such agreement.

8.12 No Governmental Violations. The UTILITY is not aware and has not been notified of the existence of any violations of any governmental rules, regulations, permitting conditions, or other governmental requirements applicable to the ownership, maintenance, or operation of the System.

8.13 No Record Violations. The use of the System on the property set out in composite Exhibit A is consistent with and does not violate any restrictions or conditions of record.

8.14 Absence of Changes. Since the date of execution of this agreement, the UTILITY shall not and has not:

8.14.1 Undergone any change in its condition (financial or otherwise) of properties, assets, liabilities, business, or operations other than changes in the ordinary course of business which have not been, either in any case or in the aggregate, materially adverse.

8.14.2 Declared, set aside, made or paid any dividend or other distribution in respect of its capital stock or purchased or redeemed, directly or indirectly, any capital stock.

8.14.3 Incurred any indebtedness for borrowed money or issued or sold any debt securities.

8.14.4 Suffered any damage, destruction or loss, whether or not covered by insurance, adversely affecting its properties, assets, or business.

8.14.5 Mortgaged, pledged, or subjected to any lien, lease, security interest, or other change or encumbrance any of its properties or assets, tangible or intangible.

8.14.6 Acquired or disposed of any assets or properties of material value except in the ordinary course of business

8.14.7 Forgiven or canceled any debts or claims, or waived any rights except in the ordinary course of business.

8.14.8 Entered into any material transaction other than in the ordinary course of business.

8.14.9 Incurred any liability or obligation (whether absolute, accrued, contingent or otherwise) except in the ordinary course of business.

8.14.10 Made any prepayment of any obligation or liability.

8.14.11 Received any notice of termination of any contract, lease, or other agreement.

8.14.12 Made any change in accounting policies or practices, including any change in depreciation or amortization policy.

8.15 Financial Statements. Within sixty (60) days of execution hereof, the UTILITY at its expense, agrees to provide to the COUNTY a true, correct, and complete copies of all financial statements, tax returns, and other financial records and annual reports for the period January 1, 2001, to December 31, 2001. The records shall fairly present the financial condition and results of operations of the UTILITY at the dates and for the periods of time thereof and disclose all of the assets, liabilities, net worth, revenues, and expenses of the UTILITY existing as of the dates and for the periods of time thereof.

8.16 Disclosure. No representation or warranty made by the UTILITY, to the best of the UTILITY'S knowledge, in this agreement contains or will contain any untrue statement of material facts or omits or will omit to state any material fact that would make the statements herein contained misleading or untrue.

8.17 Survival of Covenants. The UTILITY agrees that its representations and warranties set forth herein are true and correct as of the date of the execution hereof, shall be true and correct at the time of closing, and shall survive the closing.

SECTION 9. CONDUCT PENDING CLOSING. The UTILITY covenants that pending the closing:

9.1 Business Conduct. Except as otherwise consented to in writing by the COUNTY, for the period beginning on the date of execution of this agreement and ending on the closing date, the UTILITY shall:

9.1.1 Carry on their businesses in, and only in, the usual, regular, and ordinary course and nevertheless comply with and uphold all applicable governmental requirements and law.

9.1.2 Maintain all of its material structures, equipment, and other tangible personal property in good repair, order, and condition, except for depletion, depreciation, ordinary wear and tear, and damage by unavoidable casualty.

9.1.3 Keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it.

9.1.4 Perform in all material respects all of its obligations under agreements, contracts, and instruments relating to or affecting their properties, assets and business.

9.1.5 Maintain its books of account and records in the usual, regular, and ordinary manner.

9.1.6 Use its best efforts to maximize the profits of its utilities business.

9.1.7 Comply in all material in respect with all statutes, laws, ordinances, rules, and regulations applicable to it and to the conduct of its business.

9.1.8 Not amend its Certificate or Articles of Incorporation or Bylaws or Partnership Documents.

9.1.9 Not merge or consolidate with, or agree to merge or consolidate with, or purchase substantially all the assets of, or otherwise acquire any business or any corporation, partnership, association, or other business organization or division thereof, or sell all or any of its assets.

9.1.10 Promptly advise the COUNTY, in writing, of any material adverse change in its operations or business.

9.1.11 Not enter into any transaction, including without limitation, the purchase, sale, or exchange of property with, or the rendering of any service to the UTILITY except in the ordinary course of and pursuant to the reasonable requirements of the business of the UTILITY and upon fair and reasonable terms no less favorable to the UTILITY than it would obtain in a comparable arm's-length transaction with an unrelated third party.

9.1.12 Renew all expired permits or correct system deficiencies in such permits if there is a regulatory order or demand in existence.

9.1.13 Cooperate with the COUNTY in obtaining transfer of all permits and governmental authorizations.

9.2 Certain Contracts. Except for written contracts obligating the UTILITY in amount not to exceed One Thousand and 00/100 Dollars (\$1,000.00) and service availability letters in any amount, no

contract, commitment, or developer's agreement will be entered into on behalf of the UTILITY without prior written approval, in writing, obtained from the COUNTY.

9.3 Risk of Loss: The UTILITY shall bear the risk of loss for the property up to and including the closing date.

9.4 No Encumbrances. From and after the date of the execution of this agreement, the UTILITY will not without the prior written consent of the COUNTY, dispose of or encumber any of the Purchased Assets.

9.5 Access to Records. The UTILITY will cooperate by opening records and providing access to records and facilities to assist in acquainting the COUNTY'S operating and administrative personnel in the operation of the System.

9.6 Performance of Closing Conditions. The UTILITY shall perform all of the conditions to closing which should be performed by the UTILITY prior to closing as provided herein.

9.7 Insurance. Prior to closing, the UTILITY shall maintain adequate fire and extended coverage insurance to cover the cost of any repairs to the Purchased Assets that may be necessitated by casualty damage.

9.8 Examination and Inspection. The UTILITY will permit full examination including, but not limited to, physical testing by the COUNTY'S authorized representatives of all existing contractual obligations, physical systems, assets, equipment, real estate, rights-of-way, easements, permits, certificates, and inventories to be utilized by the UTILITY in connection with the System. Such facilities will be properly maintained by the UTILITY within the custom and usage of the industry up until closing date.

SECTION 10. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. To induce the UTILITY to enter into this agreement, the COUNTY represents and warrants as follows:

10.1 Organization, Standing, and Power of the County. The COUNTY is a political subdivision of the State of Florida, and has all requisite home rule power and authority to enter into this agreement, and to carry out and perform the terms and provisions of this agreement.

10.2 Authority for Agreement. The COUNTY has the authority and power to execute and deliver this agreement and to carry out its obligations hereunder. This agreement has been duly authorized by all county action required to be taken by the COUNTY, has been duly executed and delivered by the COUNTY, and constitutes a valid and legally binding obligation of the COUNTY, enforceable in accordance with its terms.

10.3 Disclosure. No representation or warranty made by the COUNTY, to the best of the COUNTY'S knowledge, in this agreement contains or will contain any untrue statement of material facts or omits or will omit to state any material fact that would make the statements herein contained misleading or untrue.

SECTION 11. ADJUSTMENTS AND PRORATIONS.

11.1 Adjustments. At the time of closing, the parties covenant and agree that the following adjustments shall be made:

11.1.1 Real and personal property taxes on all real and personal property which is being conveyed by the UTILITY to the COUNTY, shall be prorated as of the closing date based on the most current tax bills available, with the understanding that if tax bills for the current year are not available, the proration shall be based on the tax bill for the previous year and the parties will be entitled to a re-proration when the current tax bill becomes available.

11.1.2 Within ten (10) days after closing, the UTILITY will render bills in its name to all customers for sewer service through the closing date. The UTILITY intends to complete reading all account meters by the closing date. All rates, fees, and charges for sewer service through the closing date shall be the property of the UTILITY. Any subsequent bills rendered by the UTILITY, shall be rendered in the name of the COUNTY. All rates, fees, and charges for sewer service after the closing date shall be the property of the COUNTY. The UTILITY shall be paid all collective revenues for sales of sewer service provided as of and up to the closing date.

11.1.3 All accounts payable and bills for electricity and services and supplies for the month in which the closing of this transaction takes place will be prorated between the parties.

11.1.4 Any taxes on gross receipts as of the closing date shall be paid by the UTILITY.

11.1.5 With respect to all connection, plant capacity, and capital charges (hereafter "connection charges") which have been paid on or before the closing date by customers who have been connected and are receiving service at least ten (10) days prior to the closing date shall be deemed the property of the COUNTY. All other connection charges for customers who have not yet connected, together with any escrow fees, shall be rebated to the customers, or the UTILITY shall assume the financial responsibility for the customer connections. Furthermore, the UTILITY assumes all past developer agreements and other agreements involving service. By virtue of this agreement, the COUNTY will not accept or recognize any obligations regarding prepaid or discounted unconnected customers. Nothing contained in this agreement shall be construed to require the COUNTY to exercise the police power in the allocation of wastewater service capacity (hereby deemed to be governmental function) other than in accordance with the COUNTY'S current or future service allocation or extension rules.

11.1.6 The date of closing shall, for purposes of adjustments and proration be deemed to be a seller ownership day.

11.1.7 Proof of Taxes Paid. The UTILITY shall furnish proof that the Florida Public Service Commission gross receipts tax to the closing date have been paid.

SECTION 12. EXPENSES. The cost of recording any releases, satisfactions, or corrective instruments, along with the documentary stamps and surtax, if any, on any corrective deeds shall be paid by the UTILITY. Documentary stamps and intangible tax on any mortgage, and the cost of recording the deed, mortgage, and UCC-1 financing statements shall be paid by the COUNTY. Certified, confirmed, and ratified special assessments or COUNTY liens as of date of closing will be paid by the UTILITY.

SECTION 13. ENVIRONMENTAL MATTERS.

13.1 The UTILITY warrants that the property, described in composite Exhibit A and the Purchased Assets are in a clean and healthful condition, free of environmental contamination, or potentially harmful physical conditions, other than such contaminants or harmful conditions permitted by law, and hazardous substance has been improperly stored upon, disposed of, spilled, or otherwise released to the environment on or in the said property or easements by the UTILITY or, to the best of the knowledge of the UTILITY after due inquiry, by any other party. For purposes of this agreement the definition of the term "hazardous substance" shall be that set out in Section 101(4) of the Federal Comprehensive Environmental Response, Compensation and Liability Act, except that for purposes of this agreement, the term shall also include 1) petroleum (crude oil) and natural gas (whether existing as a gas or a liquid); and 2) any substance defined as hazardous or toxic by any state or local regulatory agency having jurisdiction over the operations of the UTILITY.

13.2 The UTILITY warrants that the operation by the UTILITY of its utility business and the System complies in all material respects with all applicable Federal, State, and local environmental and occupational health and safety statutes and regulations.

13.3 The UTILITY warrants that any tanks (whether above or below ground) on or at any of the said property or easements installed or used by the UTILITY are in sound conditions, free of leaks which could permit any release of stored material.

13.4 The UTILITY warrants that none of the property has been used by the UTILITY or by any other party, for the processing, storing, or otherwise utilizing asbestos, polychlorinated biphenyls (PCBs), or radioactive substances. The UTILITY has received no notice that any of the foregoing materials are present on or at any of the said property or easements.

13.5 The UTILITY warrants that all hazardous waste resulting from the operations of the UTILITY on or at any of the said property or easements have been disposed of in an environmentally sound and legal manner, and none of those wastes have been disposed of in any site where there has been, is, or, due to the manner of disposition by the UTILITY, will be released into the environment requiring corrective action, nor has the UTILITY received notice from any State or Federal environmental agency of its possible involvement with any disposal site under investigation by such agency.

SECTION 14. INDEMNITY. The UTILITY shall, and hereby agrees to, indemnify and hold harmless, the COUNTY at all times from and after the closing date against and in respect to any damages, as hereinafter defined, from claims of any person or entity not a party to this agreement which arise out of facts or circumstances occurring on or prior to the time of the closing. The COUNTY shall notify the UTILITY of any such claims within thirty (30) days of its receipt of notice thereof. Damages, as used herein, shall include any obligations, losses, costs, expenses, injunctions, suits, fines, liabilities, penalties, and damages, including reasonable attorneys' fees, whatsoever that the COUNTY incurs as a result of any claim, action, proceeding, or any judgment or order rendered by a court or agency of competent jurisdiction, that arise from 1) any materially inaccurate representation made by the UTILITY in or under this agreement; 2) breach of any of the warranties

made by the UTILITY via or under this agreement; 3) breach or default in the performance by the UTILITY of any of the covenants, conditions, commitments, agreements, duties or obligations to be performed by it hereunder; 4) any debts, liabilities or obligations of the UTILITY, whether accrued, absolute, contingent or otherwise, due or to become due, except those obligations specifically assumed by the COUNTY pursuant to this agreement; 5) the breach by the UTILITY or the failure of any act or action to occur that is the subject of any duty, obligation, covenant, condition, commitment, agreement, representation, or warranty undertaken or made by or on behalf of the UTILITY pursuant to this agreement; and 6) the ownership and operation of the water and wastewater utility systems or the Wastewater System Assets by the UTILITY prior to the closing date. The UTILITY agrees to indemnify and hold the COUNTY harmless from and pay any costs, fees, penalties, or fines that are imposed by, any court or agency of competent jurisdiction, upon the COUNTY or UTILITY by reason of the UTILITY'S failure to fully comply with any Florida Department of Environmental Protection, Southwest Florida Water Management District, or Florida Public Service Commission order, rule, or statute, which may arise before, during, or after the closing out of facts or circumstances occurring on or prior to the closing date.

SECTION 15. COVENANT NOT TO ENGAGE IN COMPETING UTILITY BUSINESS. The UTILITY agrees that it shall not engage (the words "shall not" being used in a mandatory definition) in the business of providing water or wastewater service to any land located within the COUNTY for the next five (5) years. This provision will only become effective upon closing.

SECTION 16. COUNTY'S INVESTIGATION. Notwithstanding any investigation or other due diligence heretofore conducted by the COUNTY or its affiliates, the UTILITY agrees that the COUNTY is entering into this transaction in reliance on the representations and warranties of the UTILITY set forth in this agreement, which reliance the UTILITY acknowledges is intended and justified.

SECTION 17. CLOSING. Provided that all conditions precedent to closing have, in fact, been so performed, including obtaining Florida Public Service Commission approval, the place of closing shall be at the Pasco County Public Works/Utilities Building, New Port Richey, Florida, and such closing shall occur on November 1, 2002 (the closing date), or such earlier date as the parties mutually agree in writing, but not in any case earlier than fifteen (15) days following Public Service Commission approval. Either party shall have the right to extend the closing date fifteen (15) days beyond by sending written notice to the other party at least fifteen (15) days prior to November 1, 2002. Notwithstanding anything to the contrary contained in this agreement, the closing date may also be extended pursuant to mutual written agreement of the parties. Immediately following the closing date, the COUNTY shall have full right to the possession of all of the Wastewater System Assets wherever the same may be located.

SECTION 18. CLOSING DOCUMENTS AND PROCEDURES.

18.1 Deliveries from the UTILITY. At least thirty (30) days prior to the closing date, the UTILITY shall deliver to the COUNTY:

18.1.1 If applicable, true, correct, and complete copies of the Articles of Incorporation and Bylaws or Partnership Documents of Sky Acres Enterprises, Inc.

18.1.2 Warranty deeds to all of the property owned by the UTILITY as described in composite Exhibit A, conveying to the COUNTY all of the UTILITY'S right, title, and interest in all such property and warranting that such property is free and clear of all liens, claims, and encumbrances other than Permitted Encumbrances, as that term is defined herein. The term "Permitted Encumbrances" as used in this agreement shall mean:

18.1.2.1 Restrictions of record that do not impair, restrict, or inhibit any use of or improvement to the property as permitted by applicable zoning ordinance presently in effect and that are not coupled with a forfeiture or reversionary provision.

18.1.2.2 Rights-of-way over, across, through, or upon the property heretofore dedicated to the public and public utility easements, provided that said rights-of-way and easements do not impair, restrict, or inhibit any use of the property or other interest in real property as permitted by applicable zoning ordinances presently in effect.

18.1.2.3 With respect to easements and dedicated rights-of-way, rights of owners of the property across which such easements and dedicated rights-of-ways exist as do not interfere with the use of such easement or right-of-way for utility purposes.

18.1.3 Instruments of conveyance, in appropriate recordable form, of all the easements as described in composite Exhibit A hereof, and effluent disposal easements, conveying to the COUNTY all of its right, title, and interest in all such property, together with all utility improvements thereto, and warranting that such easement rights and rights to use dedicated rights-of-way are free and clear of all liens, security interests, encumbrances, leasehold interests, charges or options, covenants, or restrictions other than Permitted Encumbrances, as that term is defined herein.

18.1.4 Bills of sale or other documents of assignment and transfer, with full warranties of title, to all Wastewater System Assets other than those assets covered by Subsections 18.1.2 and 18.1.3 hereof.

18.1.5 Assignments of those vendor accounts which have been specifically requested by the COUNTY at least thirty (30) days prior to the closing date.

18.1.6 All business records sold to the COUNTY hereby.

18.1.7 Title insurance policies in the form called for in Section 6 of this agreement.

18.1.8 All permits, governmental authorizations and approvals as described in composite Exhibit A.

18.1.9 Mechanics lien affidavit as to realty and personalty insuring and indemnifying COUNTY against any liens, claims, or encumbrances upon the Purchased Assets.

18.1.10 The surveys required by Section 7 hereof.

18.1.11 A complete billing register and billing information of the customers of the System in File Transfer Protocol (FTP) format. The UTILITY shall cooperate with the COUNTY to integrate the billing information into the COUNTY'S system.

18.1.12 Each developer or customer which has entered into an agreement which is listed on composite Exhibit A shall have executed a new developer's agreement with the COUNTY. Each party who is a party to the agreements listed on composite Exhibit A shall have executed a new developer's agreement with the COUNTY. Form of the new developer's agreement is attached to and incorporated in this agreement as composite Exhibit A.

18.1.13 The UTILITY representatives will conduct themselves in an appropriate fashion through transfer, will operate the system in compliance with all regulatory agencies, and will not reduce the value of the UTILITY in any manner through the date of transfer.

18.2 At closing, the UTILITY shall deliver fully executed originals of all documents listed in Section 18.1.

18.3 COUNTY Deliverables. On the closing date, the COUNTY shall send a wire transfer to the account identified by the UTILITY or shall deliver a cashiers check in the amount due to the UTILITY as provided in Section 5 of this agreement.

SECTION 19. RESPONSIBILITY FOR PROFESSIONAL FEES AND COSTS. Each party hereto shall be responsible for its own attorneys' fees, engineering fees, accounting fees, and other costs in connection with the preparation and execution of this agreement.

SECTION 20. PUBLIC SERVICE COMMISSION APPROVAL. The UTILITY accepts the responsibility for applying for approval by the Florida Public Service Commission for transfer of the Purchased Assets from the UTILITY to the COUNTY. The UTILITY agrees to pay all fees and costs incurred by the UTILITY incident to such dealings with the Florida Public Service Commission. It is agreed that the COUNTY shall apply every reasonable effort to cooperate with the UTILITY to obtain approval from the Florida Public Service Commission and will render all reasonable assistance to the UTILITY necessary to obtain such approval.

SECTION 21. ASSIGNABILITY. This agreement shall not be assignable by the UTILITY or the COUNTY without the prior written consent of the other party hereto. Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this agreement.

SECTION 22. ACCOUNTS RECEIVABLE. Except as provided in Subsection 11.1 above, the sale contemplated by this agreement shall not include any accounts receivable or other debts and receivables due to the UTILITY in respect of its operation of the System through the closing date. All such amounts received by the COUNTY after the closing date shall be promptly paid or delivered to the UTILITY. If the amounts received by the COUNTY include receivables not sold hereby, but also include receivables due the COUNTY, the amount received shall be prorated between the COUNTY and UTILITY. The COUNTY'S obligation to return accounts receivable shall end six (6) months from the closing date.

SECTION 23. COMMISSIONS. The UTILITY and the COUNTY warrant to the other that the transaction contemplated by this agreement is a direct, private transaction between the UTILITY and the COUNTY without the use of a broker or commissioned agent.

SECTION 24. FURTHER ASSURANCES. Each of the parties hereto agrees that, from time to time, upon the reasonable request of the other party and at the expense of the requesting party, without further consideration, it shall execute and deliver to the requesting party any and all further instruments, affidavits, conveyances and transfers as may be reasonably required to carry out the provisions of this agreement.

SECTION 25. NOTICES: PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either 1) hand delivered to the person hereinafter designated, or 2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

COUNTY: John J. Gallagher
County Administrator
Pasco County Govt. Ctr., S-340
7530 Little Road
New Port Richey, FL 34654

UTILITY: Ron Hoffer
Sky Acres Enterprises, Inc.
Post Office Box 1566
Lutz, FL 33548

SECTION 26. NO INTERFERENCE WITH EMPLOYMENT. The UTILITY will not interfere with the COUNTY hiring the present operational staff of the Wastewater System. The COUNTY shall notify the UTILITY thirty (30) days prior to the closing date as to which existing employees of the UTILITY to which the COUNTY will be extending offers of employment.

SECTION 27. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this agreement.

SECTION 28. AMENDMENT. Amendments to and waivers to the provisions herein shall be made by the parties only in writing by formal amendment.

SECTION 29. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.



SECTION 30. BINDING AFFECT. All of the provisions of this agreement shall be binding upon and inure to the benefit of and be enforceable by legal representatives, successors, and nominees of the COUNTY and the UTILITY.

SECTION 31. TIME OF THE ESSENCE. Time is hereby declared of the essence to the performance of this agreement.

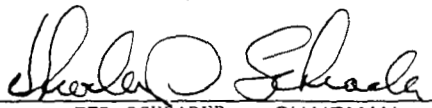
SECTION 32. APPLICABLE LAW. This agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 33. TERMINATION. Notwithstanding any other provision hereof, the COUNTY may, in its sole discretion, terminate this agreement without any liability or obligation to the UTILITY if 1) any material default under, material breach of, or failure of any agreement, covenant, condition, or term of this agreement by the UTILITY shall have occurred, or any material misrepresentation or any material breach of any warranty of the UTILITY shall have occurred; or 2) on or before the closing date any party (other than officers or employees of the COUNTY) shall (a) have protested the transactions contemplated hereby with any Federal, state or local regulatory agency or commission or court and such protest shall not have been dismissed or withdrawn before the closing date, or (b) have timely taken action to nullify the purchase through the initiative or referendum process; or 3) after conducting a public hearing or hearings under Section 125.3401, Florida Statutes, a referendum or special election is held within the COUNTY to determine the question of acquisition of the System (or the appropriateness of issuing revenue bonds for purposes of said acquisition) and the voters of the County of Pasco reject the acquisition or issuance of revenue bonds; or 4) after conducting a public hearing or hearings under Section 125.3401, Florida Statutes, the Board of County Commissioners of Pasco County determine that the acquisition shall not occur. If the COUNTY holds an election or referendum for any reason, the closing shall occur thirty (30) days after the results of the referendum or election have been officially reported to the COUNTY if said referendum or election results in majority vote in favor of acquisition. If the referendum or special election concludes in a majority vote against acquisition, the COUNTY shall have the option to terminate this agreement without liability, or obligation to the UTILITY within seven (7) days after the results of said referendum or election have been officially reported to the COUNTY. In any event, if the referendum or election has not occurred by December 1, 2002, then the UTILITY shall have the option to terminate this agreement. The COUNTY agrees to hold any such public hearing or hearings under Section 125.3401, Florida Statutes, within ninety (90) days after the date of execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this 10 day

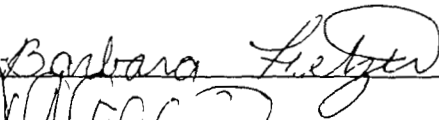
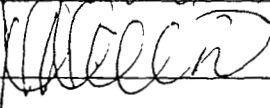
December, 2002


 JED PITTMAN, CLERK

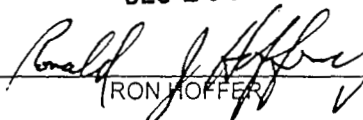
BOARD OF COUNTY COMMISSIONERS
 OF PASCO COUNTY, FLORIDA


 TED SCHRADER, CHAIRMAN
 APPROVED

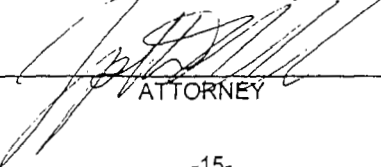
DEC 10 2002

WITNESSES:


 (RON HOFFER) V.P.

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
 Office of the Pasco County Attorney


 ATTORNEY

COMPOSITE EXHIBIT "A"

THIS EXHIBIT TO THE SKY ACRES ENTERPRISES, INC. PURCHASE AND SALE AGREEMENT PROVIDES DESCRIPTIONS OF PROPERTY, ASSETS, CONTRACTS, PERMITS, AND OTHER RELATED INFORMATION AS SPECIFIED IN SECTIONS 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, AND 3.7 OF THE AGREEMENT.

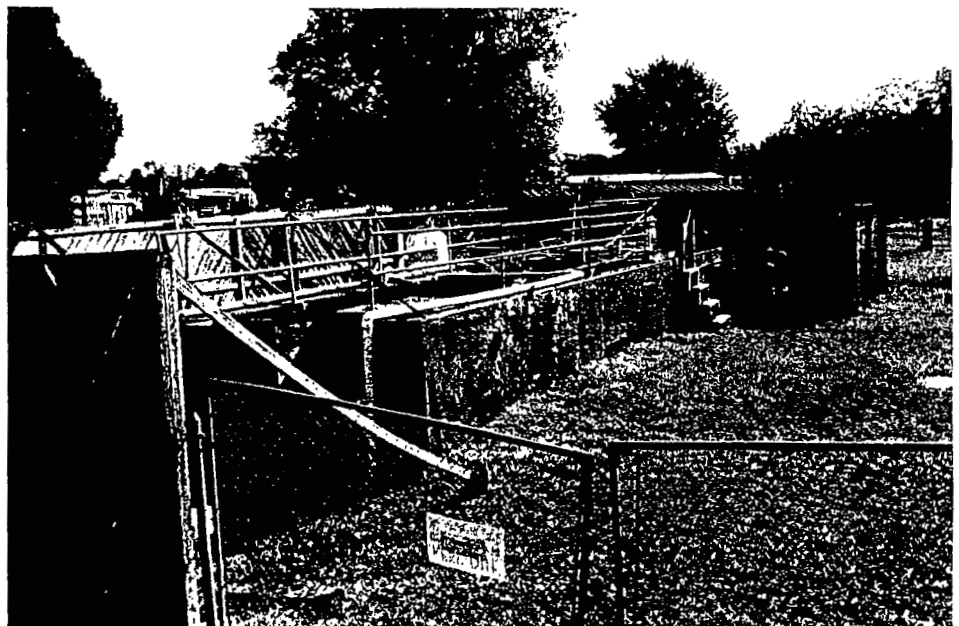
Terrace Park Estates MHP – Sky Acres Enterprises
Inventory List

Collection System

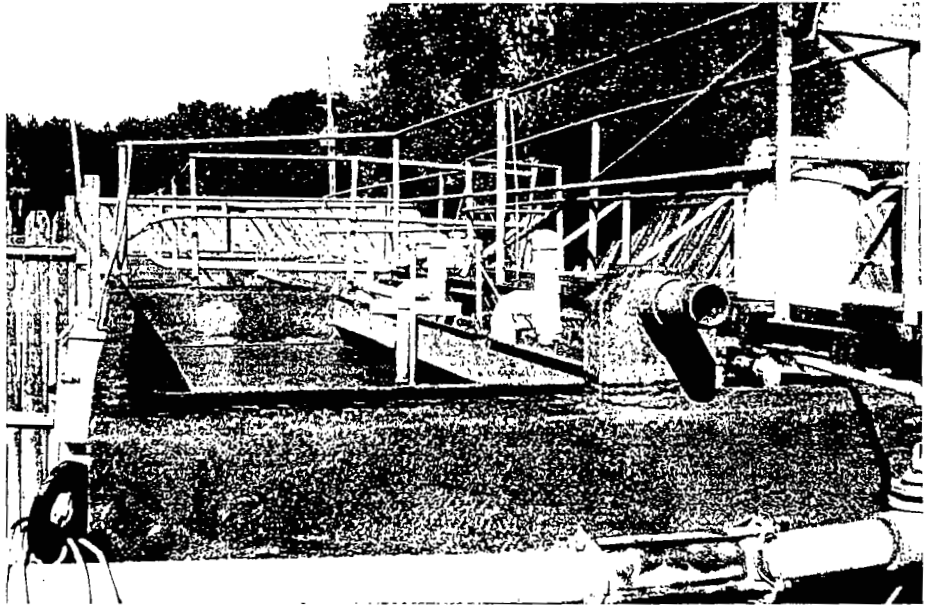
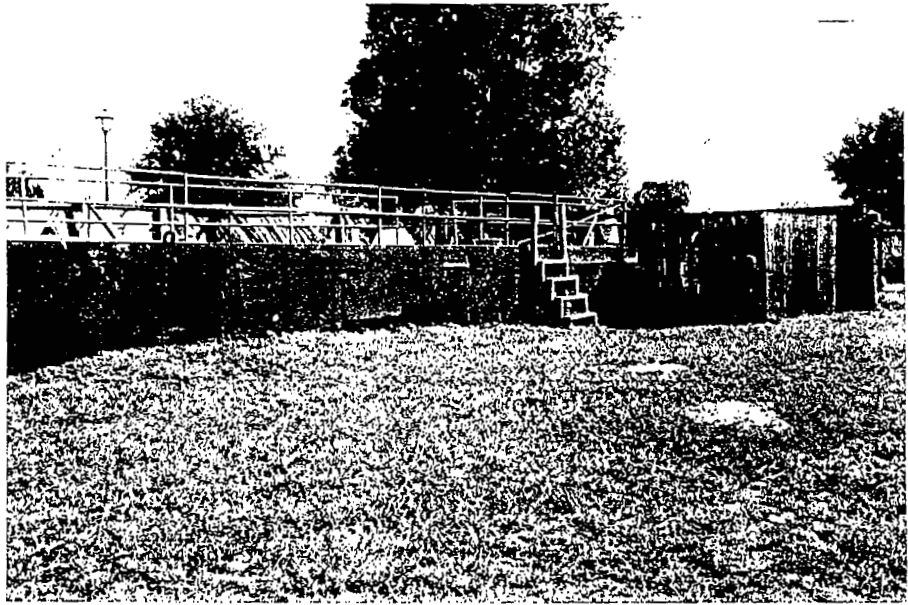
- 15 Manholes including rings and lids
- Approximately 7,500 linear feet of 8-inch gravity sewer main

Wastewater Treatment Facility

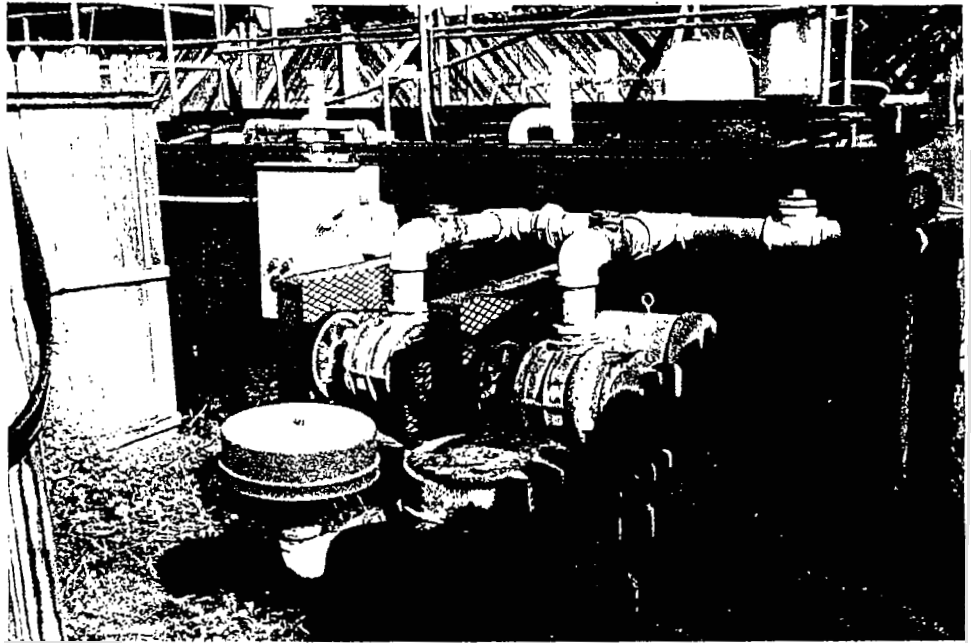
- One 27,500 gpd package steel tank wastewater treatment plant consisting of two (2) aeration basins each containing one blower; clarifier; chlorine contact chamber; and sludge digester.
- Chemical feed system consisting of approximately 300-gallon liquid bleach storage tank and small chemical metering pump.
- One (1) 4-ft. diameter wet well containing two (2) approximately 2-hp pumps.
- One (1) electrical panel box
- Rapid infiltration basin consisting of one (1) pond of 11,670 square feet total area.



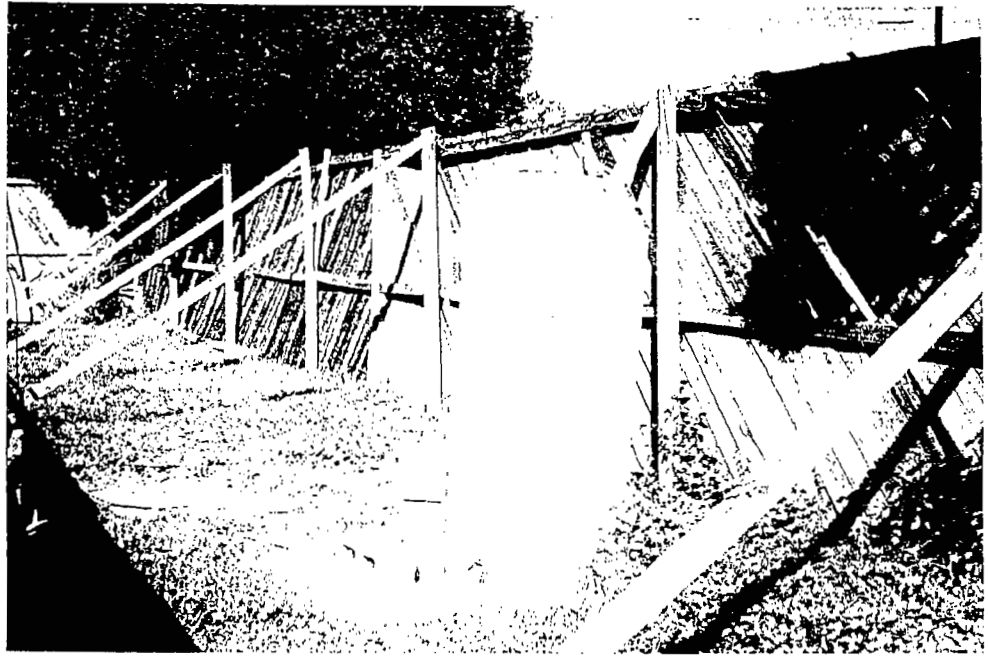
Terrace Park Estates MHP - Sky Acres Enterprises



Terrace Park Estates MHP - Sky Acres Enterprises



Terrace Park Estates MHP - Sky Acres Enterprises



Terrace Park Estates MHP - Sky Acres Enterprises

R

THIS INSTRUMENT PREPARED BY: JOHN H. COUGHLIN

executive line

308699

ALLENFELDT & MANDER, P.A.

Attorneys at Law
103 North Third Street
Gadsden City, Florida 32325

This Indenture

FILED FOR RECORD

Made this 20th day of September, A. D. 1986
Between HAL VERHOVEN, as Trustee, and AMONDA COMPANY, INCORPORATED, of Wisconsin,

Marathon and State of Wisconsin, of the County of Marathon
and SKY ACRES ENTERPRISES, a Partnership consisting of Patricia Berens, Ronald Hoffer, Terry Hoffer, Marilyn Cheak, and Marianne Pocklington, Partners, 310 Bell Street, Wausau, Wisconsin, 54401, of the County of Marathon and State of Wisconsin, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has had or claims described in lot piece or parcel of land, situate lying and being in the County of Pasco State of Florida, to wit:

The NE 1/4 of the NE 1/4 of Section 24, Township 26 South, Range 20 East, Pasco County, Florida.

01 00 40	1	10.00
DOC STAMPS		
01 00 41	1	.50
10 CASH TOTAL	2	10.50

THIS IS A DEED OF CONVEYANCE for which no consideration is exchanged (Distribution of corporate assets). Documentary Tax Pd. 50

Intangible Tax Pd.
Jay Pittman, Clerk, Pasco County
Eugene E. Mayer Deputy Clerk

To Have and to Hold the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

First Witness Lehnart E. Schaeter
Second Witness Joan K. Zahrt

AMONDA COMPANY, INCORPORATED, of Wisconsin
By: Terry Hoffer President
Attest: [Signature] as Trustee and as Secretary

State of Florida, WISCONSIN
County of Marathon

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, TERRY HOFFER, as President, and HAL VERHOVEN as Secretary of AMONDA COMPANY, INCORPORATED, of Wisconsin, and HAL VERHOVEN, as Trustee,

to-wit: known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Wausau County of Marathon and State of Florida this 29th day of September, A. D. 1986

(Notary Seal)

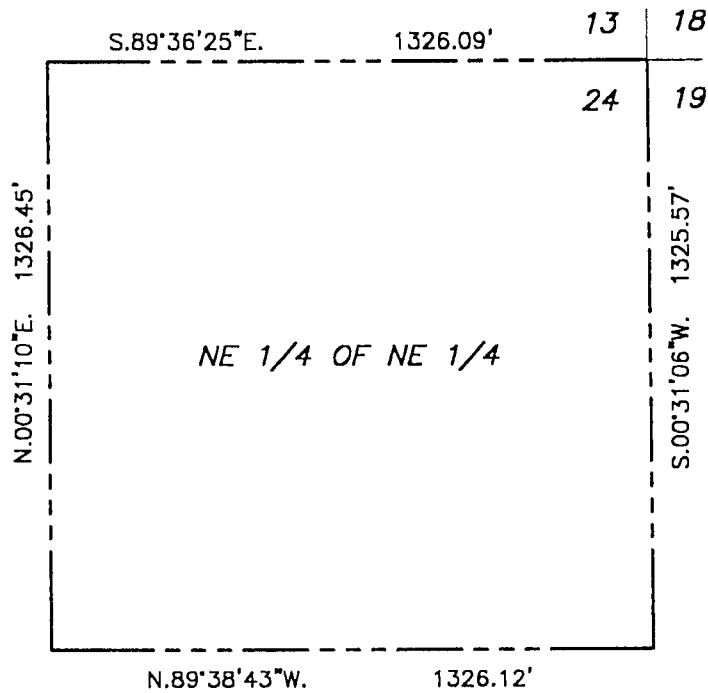
Eugene E. Mayer Notary Public, Marathon Co., Wis.
My Commission Expires Oct. 8, 1987

O.R. 1567 PG 12:86

SEC. 24, TWP. 26 S., RNG. 20 E.



NOT TO SCALE



LEGAL DESCRIPTION:
 THE NE 1/4 OF THE NE 1/4 OF SECTION 24,
 TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO
 COUNTY, FLORIDA.

CONTAINING 40.37 ACRES MORE OR LESS

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.89°38'43\"W. FOR THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 24-26-20

NOTE: THIS SKETCH IS NOT A SURVEY.



PASCO COUNTY ENGINEERING
 SERVICES DEPARTMENT
 7530 LITTLE ROAD
 NEW PORT RICHEY, FL. 34654

TERRANCE PARK
 NE 1/4 OF NE 1/4
 LEGAL AND SKETCH

Hardoowar Singh
 HARDOOWAR SINGH, FLORIDA LICENSED
 SURVEYOR AND MAPPER NO. 4575

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

DISK/FILE: C:\DATA\BRAMLETT	COORD-FILE N/A	DWG-FILE: X9811.00	W.O.# X9811.00
DATE OF SKETCH: 18-NOV-2002	DRAWN: RFP	CHECK:	SHEET 1 OF 1

This Warranty Deed

250,000



2000076842
Rcpt: 421967 Rec: 46.50
DS: 1750.00 IT: 0.00
06/20/00 JED Pittman Dpty Clerk
JED PITTMAN, PASCO COUNTY CLERK
06/20/00 01:03pm 1 of 10
OR BK 4388 PG 347

Made this 16th day of June A.D. 2000

by SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a TERRACE PARK VENTURES, consisting of PATRICIA HERENS, RONALD HOFFER, TERRY HOFFER, KAREN VERHOVEN, MARILYN CHESAK AND MARIANNE POOLKINGTON, PARTNERS hereinafter called the grantor, to

TERRACE PARK, L.L.C., a Florida Limited Liability Company

whose post office address is:
1325 Chesapeake Dr., Odessa, FL 33556

hereinafter called the grantee:
(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

See Attached Schedule A - LEGAL DESCRIPTION.

SUBJECT TO covenants, restrictions, easements of record and taxes for year 2000 and subsequent years which are not yet due and payable.

TAX ID# 24-26-20-0000-00300-0000

THE FOLLOWING ~~RESTRICTION~~ COVENANT IS INTENDED TO RUN WITH THE LAND:
Grantor herein grants unto the Grantee herein, its heirs and/or assigns, the right to connect to the existing Waste Treatment Plant located on the adjacent property. * Grantee will not be required to pay for said connection but, will be required to pay subsequent "treatment" fees after each connection as said fees become due. * which is more particularly described on the ATTACHED SCHEDULE B.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 1999.

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

Signed, sealed and delivered in our presence:

Sign [Signature]
Name: Witness Print MARIE FORTWEL
Sign [Signature]
Name: Witness Print ALVIN B. DEAN III
Sign [Signature]
Name: Witness Print ALVIN B. DEAN III
Sign [Signature]
Name: Witness Print ALVIN B. DEAN III

SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a Terrace Park Ventures
Sign [Signature] LS
Name & Address: by RONALD HOFFER, Gen. Partner
Sign [Signature] LS
Name & Address: by MARILYN CHESAK, Gen. Partner
Address: c/o 111 W. Alexander St. Plant City, FL 33567 LS
Sign [Signature] LS
Name & Address:

State of FLORIDA
County of HILLSBOROUGH

SCHEDULE C-AFFIDAVIT OF PARTNERSHIP is attached and made a part hereof.

The foregoing instrument was acknowledged before me this 16TH day of JUNE, 2000, by RONALD HOFFER as General Partner of SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a

who is personally known to me or who has produced

DRIVERS License

as identification.

PREPARED BY & RETURN TO:

R

TITLE EXPERTS OF TAMPA, INC.
15438 N. FLA. AVE., STE. 106
TAMPA, FL 33613

by Marcia Rendueles
FILE# 200127

WD-1
5/93

(SEE SEPARATE NOTARY ACKNOWLEDGEMENT)

M. Rendueles

Notary Public

Print Name:

My Commission Expires:



Marcia E. Rendueles
Commission # 00 841886
Expires June 9, 2003
Banded Thru
Atlantic Bonding Co., Inc.

File No: 200127

SCHEDULE A - TO WARRANTY DEED

COMMENCE AT THE NE CORNER OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 20 EAST FOR A POINT OF BEGINNING; THENCE N.89°36'25" W., ALONG THE NORTH BOUNDARY OF SAID SECTION 24, 375 FEET; THENCE S.00°31'06" W., 100 FEET; THENCE N.89°36'25" W., 65 FEET TO THE EASTERLY BOUNDARY OF TERRACE PARK, PLAT TWO, PLAT BOOK 22, PAGE 36; THENCE S.00°31'06" W., 930 FEET TO THE SE CORNER OF SAID PLAT; THENCE N.89°36'25" W., ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT, 355 FEET; THENCE 23.60 FEET ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT, ALONG A CHORD S.44°32'40" E., 21.24 FEET; THENCE S.00°31'06" W., 94 FEET; THENCE N.89°36'25" W., 80 FEET TO THE EASTERLY BOUNDARY OF TERRACE PARK, PLAT ONE, PLAT BOOK 21, PAGE 113; THENCE S.00°31'06" W., 187.14 FEET TO THE SE CORNER OF SAID PLAT ONE AND THE SOUTH BOUNDARY OF THE NE 1/4 OF THE NE 1/4 OF SECTION 24; THENCE S.89°38'43" E., 860 FEET MOL TO THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 24; THENCE N.00°31'06" E., ALONG THE EASTERLY BOUNDARY OF SECTION 24, 1325.57 FEET MOL TO THE POINT OF BEGINNING, LOCATED AND SITUATE IN PASCO COUNTY, FLORIDA.

NOTARY ACKNOWLEDGMENT

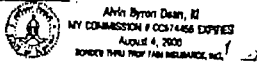
STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me on this 16th day of June 2000 by

MARILYN GIESAK, as General Partner of SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a TERRACE PARK VENTURES

who produced a DRIVERS LICENSE, as identification.

Signed [Signature]
NOTARY PUBLIC-STATE OF FLORIDA



Comm. Exp: CC 57455
Aug 4, 2000

Comm. No.

(AFFIX SEAL)

File No: 200127

(WASTE TREATMENT SITE)

SCHEDULE B - ATTACH TO WARRANTY DEED (as to COVENANT only)

COMMENCE AT THE NW CORNER OF LOT 250, TERRACE PARK PLAT ONE, AS RECORDED IN PLAT BOOK 21, PAGES 112-113; THENCE N.89°36'25" W., 24.86 FEET TO THE POINT OF BEGINNING; THENCE S.00°31'10" W., 100.32 FEET; THENCE S.89°38'43" E., 54.75 FEET; THENCE S.00°31'10" W., 96.00 FEET; THENCE N.89°38'43" W., 146.00 FEET; THENCE N.00°31'10" E., 221.38 FEET; THENCE S.89°36'25" E., 39.96 FEET TO A POINT ON A CURVE CONCAVE TO THE NE; THENCE LEFT ALONG AN ARC OF A CURVE 59.01 FEET; RADIUS 65.00 FEET, DELTA 52°01'13" TO A POINT OF BEGINNING, PASCO COUNTY, FLORIDA.

AND

SECTION 24, TOWNSHIP 26 SOUTH, RANGE 20 EAST, TRACT A TERRACE PARK PLAT ONE, PLAT BOOK 21, PAGE 113, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

NOTE: Legal as provided by survey prepared by Bill R. Brown & Assoc., Inc., without the benefit of title examination nor title insurance.

06/15/2000 16:09 8139632964

TITLE EXPERTS

PAGE 01

(ATTACH TO WARRANTY DEED) -SCHEDULE C
AFFIDAVIT OF PARTNERSHIP

STATE OF WISCONSIN
COUNTY OF MADISON

BRYAN WY, the undersigned authority, personally appeared

TERRY HOFFER, as GENERAL PARTNER of SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a Terrace Park Ventures who being first duly sworn, hereby ~~deposes~~ and say(s) that:

SKY ACRES ENTERPRISES, d/b/a TERRACE PARK VENTURES, is an active General Partnership for the State of Wisconsin, pursuant to that certain Partnership Agreement dated DEC. 1, 1982, a copy of which has been provided to Title Experts of Tampa, Inc. for its review.

RONALD HOFFER and MARILYN CHESAK, are empowered under said partnership Agreement, as General Partners, to execute all documents affecting the sale of that property described on the attached EXHIBIT "A", without any other Partners.

Said Partnership has not been amended to changed to date and is still in full force and effect. The Powers vested by said Partnership to the General Partners recited above have not been revoked or terminated to date.

Affiant makes this Affidavit for the purpose of inducing Title Experts of Tampa, Inc. to issue it's Owners Policy of title insurance as to the "Property" set forth in the attached ~~EXHIBIT~~ "A", on account of its reliance on the statements made herein. SCHEDULE

Executed on this 15TH day of June, 2000.

Sign Virginia R. Hill
Print Witness VIRGINIA R. HILL
Sign Anthony A. Hill
Print Witness ANTHONY A. HILL

Sign Terry Hoffer
By TERRY HOFFER, GENERAL PARTNER
Address: 14332 N. LANE DR.
MILWAUKEE WI 53228

AFFIDAVIT

OR BK 4388 PG 351
5 of 10

CLOSING DATE: JUNE 16, 2000

re: Property located on the Attached Exhibit "A"

Seller: SKY ACRES ENTERPRISES, a Wisconsin General Partnership
d/b/a Terrace Park Ventures, consisting of Patricia
Barens, Ronald Hoffer, Terry Hoffer, Karen Verhoven,
Marilyn Chesak, and Marianne Pocklington, Partners

Buyer: TERRACE PARK, L.L.C., a Florida Limited Liability Co.

Seller herein grants unto the Buyer herein, its heirs and /or
assigns, the right to connect to the existing Waste Treatment Plant
located on the adjacent property, more particularly described on the
Attached Exhibit "B". Buyer will not be required to pay for the
initial connection at any time during the "development" phase of each
lot. However, at such time any lot is "improved" (by issuance of
Certificate of Occupancy) and connected it shall be subject to the
required monthly "treatment" fee.

"BUYER"

Albert S. Fortna
ALBERT S. FORTNA
CO-MANAGING MEMBER

Sandra F. Fortna
SANDRA F. FORTNA
CO-MANAGING MEMBER

"SELLER"

Ronald Hoffer
RONALD HOFFER
GENERAL PARTNER

(By Separate Stmt)
Terry Hoffer
TERRY HOFFER
GENERAL PARTNER

Marcia E. Bendicks
Witness Print MARCIA E. Bendicks

Laura E. McDaniel
Witness Print Laura E. McDaniel

Marcia E. Bendicks
Witness Print MARCIA E. Bendicks

Laura E. McDaniel
Witness Print Laura E. McDaniel

nil
Witness Print _____

nil
Witness Print _____

CLOSING DATE: JUNE 16, 2000

re: Property located on the Attached Exhibit "A"

Seller: SKY ACRES ENTERPRISES, a Wisconsin General Partnership
d/b/a Terrace Park Ventures, consisting of Patricia
Berens, Ronald Hoffer, Terry Hoffer, Karen Verhovan,
Marilyn Chesak, and Marianne Pocklington, Partners

Buyer: TERRACE PARK, L.L.C., a Florida Limited Liability Co.

Seller herein grants unto the Buyer herein, its heirs and /or assigns, the right to connect to the existing Waste Treatment Plant located on the adjacent property, more particularly described on the Attached Exhibit "B". Buyer will not be required to pay for the initial connection at any time during the "development" phase of each lot. However, at such time any lot is "improved" (by issuance of Certificate of Occupancy) and connected it shall be subject to the required monthly "treatment" fee.

"BUYER"

(By Separate Stmt)
ALBERT S. FORTNA
CO-MANAGING MEMBER

(By Separate Stmt)
SANDRA F. FORTNA
CO-MANAGING MEMBER

(By Separate Stmt)
Witness Print

(By Separate Stmt)
Witness Print

"SELLER"

(By Separate Stmt)
RONALD HOFFER
GENERAL PARTNER

(By Separate Stmt)
Witness Print

(By Separate Stmt)
Witness Print

(X) Terry Hoffer
TERRY HOFFER
GENERAL PARTNER

(X) Virginia R. Gibb
Witness Print VIRGINIA R. GIBB

(X) Anthony A. Gibb
Witness Print ANTHONY A. GIBB

The foregoing instrument was acknowledged before me on this 16 day of June 2000 by ALBERT S. FORTNA AND SANDRA F. FORTNA, as CO-MANAGING MEMBERS of TERRACE PARK, L.L.C., a Florida Limited Liability Co., who produced a Drivers License, as identification.

[Signature]

NOTARY PUBLIC
Comm. Exp.
Comm. No.
(SEAL)



Marcia E. Rendueles
Commission # CG 841886
Expires June 9, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16 day of June 2000 by RONALD HOFFER, as GENERAL PARTNER of SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a Terrace Park Ventures, who produced a Drivers License, as identification.

[Signature]

NOTARY PUBLIC
Comm. Exp.
Comm. No.
(SEAL)



Marcia E. Rendueles
Commission # CG 841886
Expires June 9, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF WISCONSIN
COUNTY OF MARATHON

The foregoing instrument was acknowledged before me this ___ day of June 2000 by TERRY HOFFER as GENERAL PARTNER of SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a Terrace Park Ventures, who produced a Drivers License, as identification.

(By Separate Stmt)

NOTARY PUBLIC
Comm. Exp.
Comm. No.
(SEAL)

PREPARED BY: TITLE EXPERTS OF TAMPA, INC.
Marcia Rendueles
15438 N. Florida Ave., Ste. 106
Tampa, FL 33613
File No. 200127

(without benefit of title examination or title insurance as to property described in Exhibit "B")

RETURN TO:
ALBERT S. FORTNA
1325 CHESAPEAKE DR.
ODESSA, FL 33556

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

OR BK 4338 PG 354
8 of 10

The foregoing instrument was acknowledged before me on this ___ day of June 2000 by ALBERT S. FORTNA AND SANDRA F. FORTNA, as CO-MANAGING MEMBERS of TERRACE PARK, L.L.C., a Florida Limited Liability Co., who produced a Drivers License, as identification.

(By Separate Stmt)

NOTARY PUBLIC
Comm. Exp.
Comm. No.
(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of June 2000 by RONALD HOFFER, as GENERAL PARTNER of SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a Terrace Park Ventures, who produced a Drivers License, as identification.

(By Separate Stmt)

NOTARY PUBLIC
Comm. Exp.
Comm. No.
(SEAL)

STATE OF WISCONSIN
COUNTY OF MARATHON

The foregoing instrument was acknowledged before me this 16th day of June 2000 by TERRY HOFFER as GENERAL PARTNER of SKY ACRES ENTERPRISES, a Wisconsin General Partnership d/b/a Terrace Park Ventures, who produced a Drivers License, as identification.

(By Separate Stmt)

⊗ NOTARY PUBLIC
Comm. Exp.
Comm. No.
(SEAL)

Notary Public-Marathon Co WI
My Commission Expires 12-14-2003

PREPARED BY: TITLE EXPERTS OF TAMPA, INC.
Marcia Rendueles
15438 N. Florida Ave., Ste. 106
Tampa, FL 33613
File No. 200127

(without benefit of title examination or title insurance as to property described in Exhibit "g")

RETURN TO:
ALBERT S. FORTNA
1325 CHESAPEAKE DR.
ODESSA, FL 33556

EXHIBIT "A"

COMMENCE AT THE NE CORNER OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 20 EAST FOR A POINT OF BEGINNING; THENCE N.89°36'25" W., ALONG THE NORTH BOUNDARY OF SAID SECTION 24, 375 FEET; THENCE S.00°31'06" W., 100 FEET; THENCE N.89°36'25" W., 65 FEET TO THE EASTERLY BOUNDARY OF TERRACE PARK, PLAT TWO, PLAT BOOK 22, PAGE 36; THENCE S.00°31'06" W., 930 FEET TO THE SE CORNER OF SAID PLAT; THENCE N.89°36'25" W., ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT, 355 FEET; THENCE 23.60 FEET ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT, ALONG A CHORD S.44°32'40" E., 21.24 FEET; THENCE S.00°31'06" W., 94 FEET; THENCE N.89°36'25" W., 80 FEET TO THE EASTERLY BOUNDARY OF TERRACE PARK, PLAT ONE, PLAT BOOK 21, PAGE 113; THENCE S.00°31'06" W., 187.14 FEET TO THE SE CORNER OF SAID PLAT ONE AND THE SOUTH BOUNDARY OF THE NE 1/4 OF THE NE 1/4 OF SECTION 24; THENCE S.89°38'43" E., 860 FEET MOL TO THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 24; THENCE N.00°31'06" E., ALONG THE EASTERLY BOUNDARY OF SECTION 24, 1325.57 FEET MOL TO THE POINT OF BEGINNING, LOCATED AND SITUATE IN PASCO COUNTY, FLORIDA.

LEGAL DESCRIPTION

TERRACE PARK

TRACT A

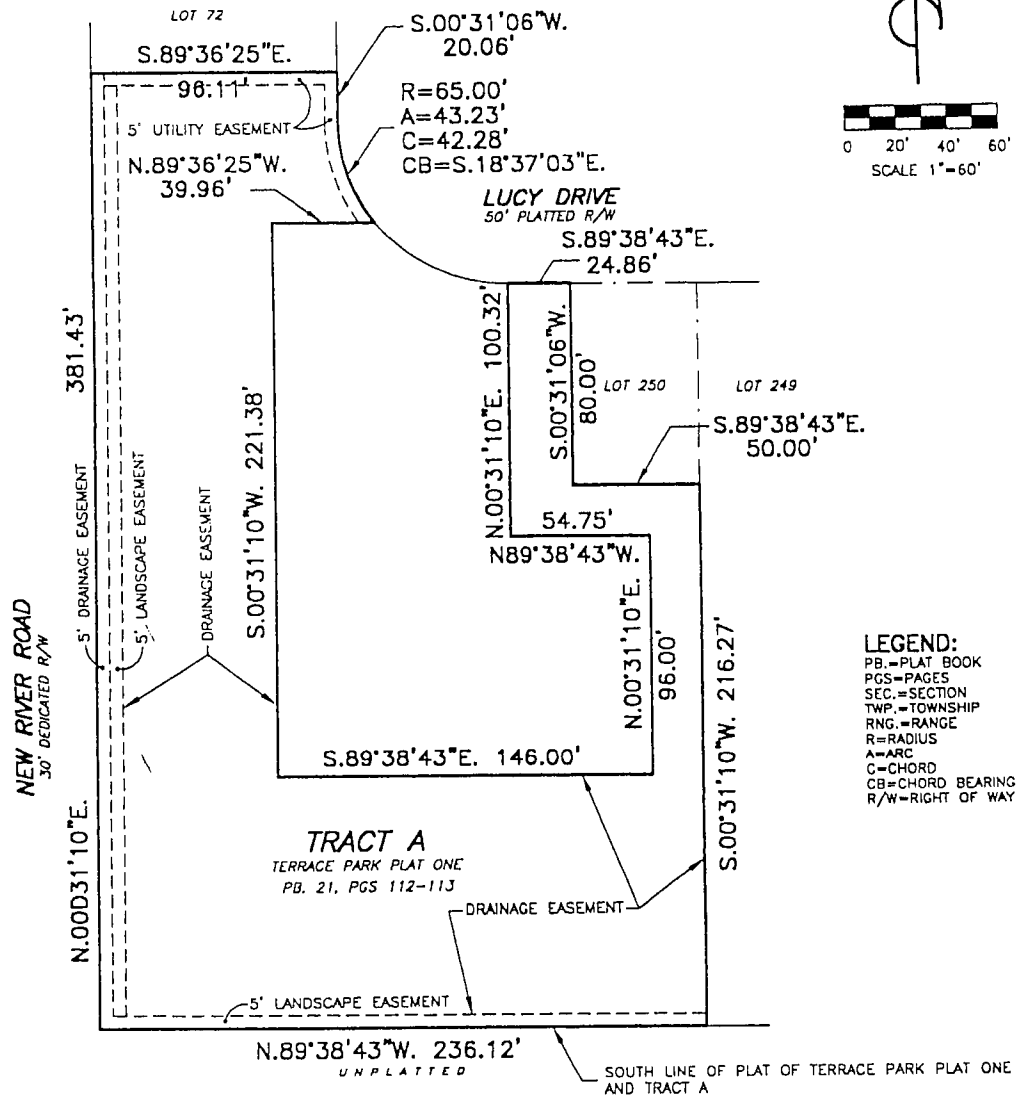
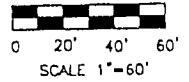
Tract A, Terrace Park Plat One, as shown on the Plat recorded in Plat Book 21, Page 113, of the Public Records of Pasco County, Florida; All lying or being in Section 24, Township 26 South, Range 20 East.

Together with and subject to covenants, easements, and restrictions of record.

Page 1 of 2

18 November 2002 c:\data\bramlett\9811.leg

SEC. 24, TWP. 26 S., RNG. 20 E.



LEGEND:
 PB.=PLAT BOOK
 PGS.=PAGES
 SEC.=SECTION
 TWP.=TOWNSHIP
 RNG.=RANGE
 R=RADIUS
 A=ARC
 C=CHORD
 CB=CHORD BEARING
 R/W=RIGHT OF WAY

- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.89°38'43\"/>
 2. SEE SHEET 1 FOR LEGAL DESCRIPTION

NOTE: THIS SKETCH IS NOT A SURVEY.



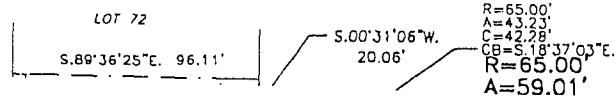
PASCO COUNTY ENGINEERING SERVICES DEPARTMENT
 7530 LITTLE ROAD
 NEW PORT RICHEY, FL. 34654

TERRANCE PARK TRACT A LEGAL AND SKETCH

Hardoowar Singh
 HARDOOWAR SINGH, FLORIDA LICENSED SURVEYOR AND MAPPER NO. 4575
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DISK/FILE: C:\DATA\BRAMLETT	COORD-FILE N/A	DWG-FILE: X9811.00	W.O.# X9811.00
DATE OF SKETCH: 18-NOV-2002	DRAWN: RFP	CHECK:	SHEET 2 OF 2

SEC. 24, TWP. 26 S., RNG. 20 E.



LEGAL DESCRIPTION

TERRACE PARK

WASTE TREATMENT SITE

A portion of the Northeast ¼ of the Northeast ¼ of Section 24, Township 26 South, Range 20 East, Pasco County, Florida; Further Described as follows:

Commence at the NW corner of Lot 250, Terrace Park Plat One, as shown on the Plat recorded in Plat Book 21, Pages 112-113 of the Public records of Pasco County, Florida; Thence N.89°36'25"W., 24.86 feet to the **POINT OF BEGINNING**; Thence S.00°31'10"W., 100.32 feet; Thence S.89°38'43"E., 54.75 feet; Thence S.00°31'10"W., 96.00 feet; Thence N.89°38'43"W., 146.00 feet; Thence N.00°31'10"E., 221.38 feet; Thence S.89°36'25"E., 39.96 feet to a point on a curve concave to the NE; Thence left along an arc of a curve 59.01 feet to the **POINT OF BEGINNING**; said curve having radius 65.00 feet and Delta 52°01'13" Deed, 52°01'08" Calculated.

Together with and subject to covenants, easements, and restrictions of record.

Page 1 of 2

18 November 2002 c:\data\bramlett\9811.leg

8/10

\$6000



Rept: 468368 Rev: 10.50
DS: 42.00 IR: 0.00
01/18/01 Deputy Clerk

FILE NO. Z10006

PERMITS/Secretarial Services/Board Records

This instrument prepared by Pasco County Real Estate Dev. Development Services Branch 7330 Little Road, Suite 230 New Port Richey, FL 34654

Perpetual Easement for Right-of-Way Individual

Property Appraiser's Parcel ID (Folio) Number(s): Portion of 24-26-20-0010-00A00-0000 Grantee(s) JSA:

RETURN TO: TITLE EXPERTS OF TAMPA 15438 N. Florida Ave., Ste. 106, Tampa, FL 33613

R

THIS INSTRUMENT, made this 11th day of January, 2001, between first party, SKY ARCES ENTERPRISES, a Wisconsin General Partnership, d/b/a TERRACE PARK VENTURES, consisting of PAIRICLA BERENS, RONALD HOFFER, TERRY HOFFER, KAREN VERHOVEN, MARILYN CHESAK, AND MARIANNE POCKLINGTON, as PARTNERS

c/o 1515 E. Fletcher Ave., Ste. A, Tampa, FL 33612 whose address is 14332 N Lane Drive, Marquette, WI 54859-9596 hereinafter referred to as the Grantor and the second party, PASCO COUNTY, a Political Subdivision of the State of Florida, whose address is Historic Pasco County Courthouse, 37918 Meridian Avenue, Dade City, FL 33525, hereinafter referred to as the Grantee.

WHEREAS, the Grantor owns and holds the following described real property: JED PITTMAN, PASCO COUNTY CLERK 01/18/01 12:37pm 1 of 2 OR BK 4520 PG 805

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

AND WHEREAS, the Grantee desires a perpetual easement for right-of-way and all attendant facilities including but not limited to road surface, slope, drainage, sidewalk, utilities, and all other lawful public purposes provided for by Chapter 125, Florida Statutes, in said real property.

AND WHEREAS, the Grantor has agreed to convey said interest in said real property to the Grantee.

WITNESSETH, that the Grantor for good and valuable consideration by the Grantee, the receipt whereof is hereby acknowledged and by these presents does remise, release and quit-claim unto the Grantee, a perpetual easement for right-of-way and all attendant facilities, including, but not limited to, road surface, slope, drainage, sidewalk, utilities, and all other lawful public purposes, provided for by Chapter 125, Florida Statutes, over, under, and across the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The purpose of this conveyance is to provide Perpetual Easement For Right-of-Way for Arthur Drive.

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereto belonging or in anywise appertaining to the granting of this easement in law or equity to the only proper use, benefit, and behoof of the said Grantee, or its successors or assigns.

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

Signed, sealed and delivered in the presence of Witness [Signature] SKY ARCES ENTERPRISES, a Wisconsin General Partnership d/b/a TERRACE PARK VENTURES
Witness [Signature] RONALD HOFFER, GEN. PARTNER
Witness [Signature] MARILYN CHESAK, GEN. PARTNER
Witness [Signature] MARIANNE POCKLINGTON, GEN. PARTNER
Witness [Signature] LARA E. McDaniel

STATE OF FLORIDA)
COUNTY OF Lake)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARIAN CHESAK, as GEN. PARTNER of SKY* who produced a drivers license as identification OR (known personally to me) to be the person/s described in and who executed the foregoing instrument and who (did/did not) take an oath; and he/she acknowledged before me that he/she executed the same. *ARCES ENTERPRISES, a Wisconsin Gen. Partnership d/b/a TERRACE PARK VENTURES

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of January, A.D. 2001.

AFFIX SEAL LAURA G. SANDERS MY COMMISSION # CG 876886 EXPIRES: October 2, 2001 Bonded This Notary Public Underwrites

Sign: [Signature] Notary Signature Comm. No. & Exp. CG 876886 My Commission Expires: 10-2-2001

FLDL C270-548-37-840-0 (SEE SEPARATE NOTARY ATTACHMENT ON EXHIBIT "A" which is made a part hereof)

LEGAL DESCRIPTION - EXHIBIT "A" TO EASEMENT DEED

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS/EGRESS AND UTILITIES OVER AND ACROSS A PORTION OF TRACT "A", TERRACE PARK PLAT ONE, AS RECORDED IN PLAT BOOK 21, PAGES 112 AND 113, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF SAID TRACT "A" AND RUN N.00°31'10" EAST, ALONG THE WEST BOUNDARY OF SAID PLAT, 306.26 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.00°31'10" EAST, ALONG SAID BOUNDARY 64.94 FEET; THENCE S.89°36'25" EAST, 96.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF SARAH DRIVE; THENCE S.00°31'10" WEST, ALONG SAID RIGHT-OF-WAY, 9.58 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, CHORD BEARING AND DISTANCE OF S.18°31'59" EAST, 42.44 FEET; THENCE RUN 43.23 FEET ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE; THENCE N.89°36'25" WEST, 95.00 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, CHORD BEARING AND DISTANCE OF S.45°27'23" WEST, 21.19 FEET; THENCE RUN 23.53 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

NOTARY ATTACHMENT:


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 12th day of January, 2001, an officer duly authorized in the county and state last aforesaid, to take acknowledgments, personally appeared

RONALD HOFFER, as GENERAL PARTNER of SKY ACRES ENTERPRISES, a Wisconsin Gen. Partnership d/b/a TERRACE PARK VENTURES

WHO PRODUCED A DRIVERS LICENSE, as identification, and who executed the foregoing instrument and who did not take an oath; and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of January, 2001.

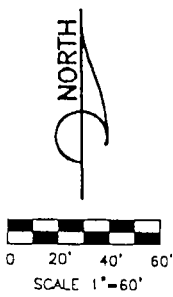
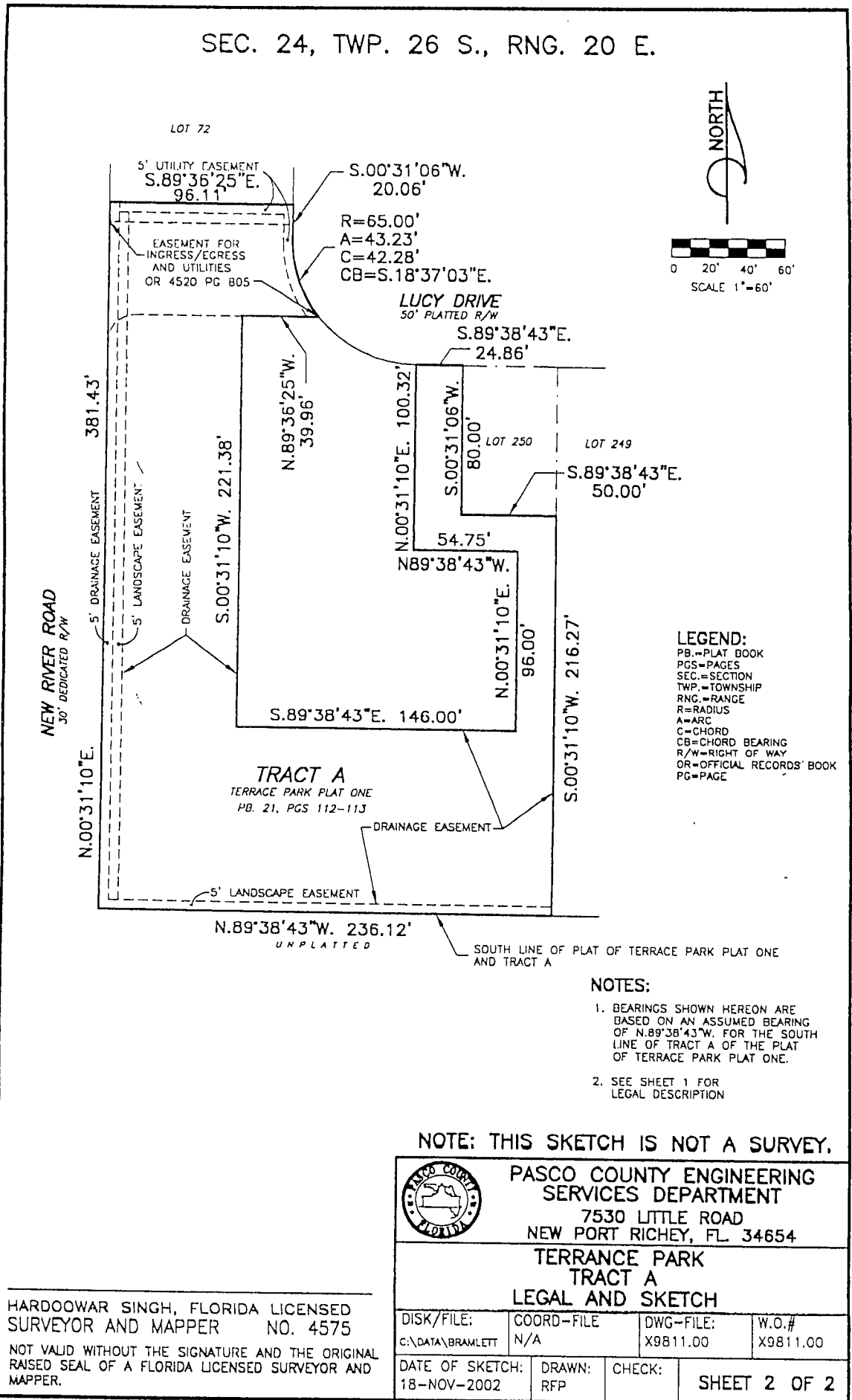

NOTARY PUBLIC
STATE OF FLORIDA



Marcia E. Rendueles
Commission # CC 441886
Expires June 9, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

File No: 210006


SEC. 24, TWP. 26 S., RNG. 20 E.



LEGEND:
 PB.=PLAT BOOK
 PGS.=PAGES
 SEC.=SECTION
 TWP.=TOWNSHIP
 RNG.=RANGE
 R=RADIUS
 A=ARC
 C=CHORD
 CB=CHORD BEARING
 R/W=RIGHT OF WAY
 OR=OFFICIAL RECORDS' BOOK
 PG.=PAGE

- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.89°38'43"W. FOR THE SOUTH LINE OF TRACT A OF THE PLAT OF TERRANCE PARK PLAT ONE.
 2. SEE SHEET 1 FOR LEGAL DESCRIPTION

NOTE: THIS SKETCH IS NOT A SURVEY.

 **PASCO COUNTY ENGINEERING SERVICES DEPARTMENT**
 7530 LITTLE ROAD
 NEW PORT RICHEY, FL 34654

TERRANCE PARK TRACT A LEGAL AND SKETCH

HARDOOWAR SINGH, FLORIDA LICENSED SURVEYOR AND MAPPER NO. 4575
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DISK/FILE: C:\DATA\BRAMLETT	COORD-FILE N/A	DWG-FILE: X9811.00	W.O.# X9811.00
DATE OF SKETCH: 18-NOV-2002	DRAWN: RFP	CHECK:	SHEET 2 OF 2



Jeb Bush
Governor

Department of Environmental Protection

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

David B. Struhs
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Sky Acres Enterprises (dba Terrace Park Ventures)
P.O. Box 1566
Lutz, FL 33549

PERMIT NUMBER: FLA012799-001-DW3P
ISSUANCE DATE: December 3, 1999
EXPIRATION DATE: December 2, 2004
FACILITY ID NO.: FLA012799
COUNTY: Pasco

Atten.: Mr. Ronald J. Hoffer, Principal Partner

FACILITY:

Terrace Park MHP WWTP
33817 Terrace Park Blvd., Zephyrhills, FL 34543
Pasco County
Latitude: 28° 29' 33" N Longitude: 82° 15' 44" W

This permit is issued under the provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code and supersedes its antecedent permit. The above named permittee is hereby authorized to operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TREATMENT FACILITIES:

An existing 0.0275 mgd three month average daily flow (TMADF), Type III, extended aeration domestic wastewater treatment plant consisting of two (2) aeration basins of 23,350 gallons total volume, one (1) clarifier of 8,387 gallons total volume and 146 square feet total surface area, one (1) chlorine contact chambers of 1,400 gallons total volume and one (1) digester of 4,151 gallons total volume. This plant is operated to provide secondary treatment with basic disinfection.

REUSE:

Land Application: An existing 0.0275 mgd AADF permitted capacity rapid infiltration basin (R001) consisting of a one (1) cell percolation/evaporation pond of 11,670 square feet total area. Land application system R001 is located approximately at latitude 28° 29' 33" N, longitude 82° 15' 44" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in Pages 1 through 15 of this permit and the accompanying Discharge Monitoring Report (DMR).

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

PERMITTEE: Sky Acres Enterprises (dba Terrace Park Ventures)
 (Terrace Park MHP WWTF)
 PO Box 1566
 Lutz, FL 33549

PERMIT NUMBER: FLA012799-001-DW3P
 EXPIRATION DATE: See Page 1
 COUNTY: Pasco

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R001. Such reclaimed water shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Reclaimed Water Limitations				Monitoring Requirements			
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	Notes
Flow	MGD	Maximum	-	0.0275 TMADF	-	-	5 Days/Week	Elapsed time meters on pumps	EFA-01-13960	See Cond. I.A.3 & 4
BOD, Carbonaceous 5 day, 20C	mg/L	Maximum	20.0	30.0	-	60.0	Monthly	Grab	EFA-01-13960	
Total Suspended Solids	mg/L	Maximum	20.0	30.0	-	60.0	Monthly	Grab	EFA-01-13960	
pH	s.u.	Range	-	-	-	6.0 to 8.5	5 Days/Week	Grab	EFA-01-13960	
Fecal Coliform			See Permit Condition I.A.5.				Monthly	Grab	EFA-01-13960	
Total Residual Chlorine (For Disinfection)	mg/L	Minimum	-	-	-	0.5	5 Days/Week	Grab	EFA-01-13960	See Cond. I.A.6
Nitrate, Total (as N)	mg/L	Maximum	-	-	-	12.0	Monthly	Grab	EFA-01-13960	

PERMITTEE: Sky Acres Enterprises (dba Terrace Park Ventures)
(Terrace Park MHP WWTF)
PO Box 1566
Lutz, FL 33549

PERMIT NUMBER: FLA012799-001-DW3P
EXPIRATION DATE: See Page 1
COUNTY: Pasco

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I. A. 1. and as described below:

Monitoring Location Site Number	Description of Monitoring Location
EFA-01-13960	After disinfection and prior to discharge to two (2) cell percolation/evaporation pond system.

3. The three-month average daily flow to the treatment plant shall not exceed 0.0275 mgd.
4. Elapsed time meters on pumps shall be utilized to measure flow and calibrated at least annually. [62-601.200(17) and .500(6), 12-24-96]
5. The arithmetic mean of the monthly fecal coliform values collected during an annual period shall not exceed 200 per 100 mL of reclaimed water sample. The geometric mean of the fecal coliform values for a minimum of 10 samples of reclaimed water, each collected on a separate day during a period of 30 consecutive days (monthly), shall not exceed 200 per 100 mL of sample. No more than 10 percent of the samples collected (the 90th percentile value) during a period of 30 consecutive days shall exceed 400 fecal coliform values per 100 mL of sample. Any one sample shall not exceed 800 fecal coliform values per 100 mL of sample. Note: To report the 90th percentile value, list the fecal coliform values obtained during the month in ascending order. Report the value of the sample that corresponds to the 90th percentile (multiply the number of samples by 0.9). For example, for 30 samples, report the corresponding fecal coliform number for the 27th value of ascending order. [62-610.510, 1-9-96 and 62-600.440(4)(c), 12-24-96]
6. A minimum of 0.5 mg/L total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510, 1-9-96 and 62-600.440(4)(b), 12-24-96]
7. The following is included for informational purposes:

Location Site Number	Description of Location
30170	R001 - One (1) cell percolation/evaporation pond of 11,670 sf.

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B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Limitations				Monitoring Requirements			Notes
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	
BOD, Carbonaceous 5 day, 20C	mg/L	Report	-	-	-	-	Annually *	Grab	INF-01-30169	See Cond.1.B.3
Total Suspended Solids	mg/L	Report	-	-	-	-	Annually *	Grab	INF-01-30169	See Cond.1.B.3

* The annual sample shall be submitted annually on the anniversary date of this permit.

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2. Samples shall be taken at the monitoring site locations listed in Permit Condition I. B. 1 and as described below:

Monitoring Location Site Number	Description of Monitoring Location
INF-01-30169	At headworks, prior to treatment and ahead of return activated sludge line.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4), 12-24-96]
4. Parameters which must be monitored as a result of a surface water discharge shall be analyzed using a sufficiently sensitive method in accordance with 40 CFR Part 136. Parameters which must be monitored as a result of a ground water discharge (i.e., underground injection or land application system) shall be analyzed in accordance with Chapter 62-601, F.A.C. [62-620.610(18), 12-24-96]
5. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5), 12-24-96]
6. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department on a monthly basis Discharge Monitoring Report(s) (DMR), Form 62-620.910(10), as attached to this permit. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the address specified below, by the twenty-eighth (28th) of the month following the month of operation. [62-620.610(18), 12-24-96][62-601.300(1), (2), and (3), 12-24-96]

Department of Environmental Protection
Mail Station 3551
2600 Blair Stone Road
Tallahassee, FL 32399-2400

7. Unless specified otherwise in this permit, all reports and notifications required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southwest District Office at the address specified below:

Florida Department of Environmental Protection
Southwest District Office
3804 Coconut Palm Drive
Tampa, FL 33619

Phone Number - (813) 744-6100
FAX Number - (813) 744-8198
All FAX copies shall be followed by original copies.

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II. RESIDUALS MANAGEMENT REQUIREMENTS

Basic Management Requirements

1. The method of residuals use or disposal by this facility is transport to the Shady Hills Residuals Management Facility for further treatment and disposal, or disposal in a Class I or II solid waste landfill.
2. The permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. [62-640.300(5), 3-30-98]
3. Disposal of residuals, septage, and other solids in a solid waste landfill, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(k)3&4, 3-30-98]
4. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department if the storage lasts longer than 30 days. [62-640.300(4), 3-30-98]
5. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(8), 12-24-96 and 62-640.400(6), 3-30-98]
6. The permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:
 - a) Date and time residuals were shipped
 - b) Amount of residuals shipped (gallons or dry pounds)
 - c) Degree of treatment (if applicable)
 - d) Name and Facility ID of receiving Residuals Management Facility

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of hauling records information maintained by the permittee shall be provided upon delivery of the residuals to the processing residuals management facility. The Permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility. [62-640.880(4), 3-30-98]

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7. Disposal of screenings and grit from preliminary treatment components of wastewater treatment facilities, solids from sewer line cleaning operations, and solids from lift stations and pump stations shall be in accordance with Chapter 62-701, F.A.C. and may not be processed at a permitted residuals management facility. [62-640.100(6)(k)8., 3-30-98 and 62-701.300(1)(a), 4-23-97]

Source Facility	Residuals Management Facility (RMF) or Receiving Facility
1. Date and Time Shipped 2. Amount of Residuals Shipped 3. Degree of Treatment (if applicable) 4. Name and ID Number of RMF or Receiving Facility	1. Date and Time Received 2. Amount of Residuals Received 3. Name and ID Number of Source Facility 4. Signature of Hauler 5. Signature of Responsible Party at RMF or Receiving Facility.

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the RMF or receiving facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the RMF or receiving facility.

III. GROUND WATER MONITORING REQUIREMENTS

Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

Part IV Rapid Infiltration Basins

- All ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for this project shall extend horizontally 100 feet from the application site or to the facility's property line, whichever is less, and vertically to the base of the surficial aquifer. [62-520.200(23), 12-9-96] [62-522.400 and 62-522.410, 12-9-96]
- Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518, 1-9-96]
- The annual average hydraulic loading rate shall be limited to a maximum of 3.78 inches per day (as applied to the entire bottom area). [62-610.523(3), 1-9-96]
- Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. [62-610.523(6) and (7), 1-9-96]
- Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414, 1-9-96]

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6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as an abnormal event to the Department's Southwest District Office within 24 hours of an occurrence as an abnormal event. The provisions of Rule 62-610.800(9), F.A.C., shall be met. [62-610.800(9), 1-9-96]

V. OPERATION AND MAINTENANCE REQUIREMENTS

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 61E12-41, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:
A Class C or higher operator for 1/2 hour/day for 5 days/week and a weekend visit. The lead operator must be a Class C operator, or higher.
[62-620.630(3), 12-24-96] [62-699.310, 5-20-92] [62-610.462, 1-9-96]
2. A certified operator shall be on call during periods the plant is unattended. [62-699.311(1), 5-20-92]
3. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5), 12-24-96]
4. The Reduced Pressure Zone (RPZ) backflow preventer (s) shall be installed on all potable water lines to the treatment plant and tested annually. [62-555, 12-19-94]
5. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1), 12-24-96]
6. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility:
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation and a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
 - g. A copy of the facility record drawings;
 - h. Copies of the licenses of the current certified operators; and

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- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and certification number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities; tests performed and samples taken; and major repairs made. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 12-24-96][61E12-41.010(1)(e), 11-02-93]

VI. SCHEDULES:

- 1. The permittee shall abide by the following schedule:

Corrective Action:	Completion Date:
1. Install check valve to second blower	Within 30 days of permit issuance
2. Reroute effluent distribution line within the percolation/evaporation pond (rather than on the berm on the pond)	Within 60 days of permit issuance
3. Locate raw influent line and RAS line together at the front of the aeration basin.	Within 60 days of permit issuance

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

This facility is not required to have a pretreatment program at this time. [62-625.500, 1-8-97]

VIII. OTHER SPECIFIC CONDITIONS

- 1. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal, using Department Forms 62-620.910(1) and (2), no later than one-hundred and eighty days (180) prior to the expiration date of this permit. [62-620.410(5), 12-24-96]
- 2. Florida water quality criteria and standards shall not be violated as a result of any discharge or land application of reclaimed water or residuals from this facility. [62-610.850(1)(a) and (2)(a), 1-9-96]
- 3. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. [62-600.410(8), 12-24-96]
- 4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited. [62-604.130(3), 12-26-96]

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5. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550, 12-26-96] [62-620.610(20), 12-24-96]*
6. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in treatment plant discharges having temperatures above 40°C.
[62-604.130(4), 12-26-96]
7. The treatment facility, storage ponds, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1), 1-9-96] [and 62-600.400(2)(b), 12-24-96]*
8. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a), 4-23-97]*
9. The permittee shall provide adequate notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C. if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2), 12-24-96]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1), 12-24-96]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2), 12-24-96]*

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3. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3), 12-24-96]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4), 12-24-96]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5), 12-24-96]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6), 12-24-96]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7), 12-24-96]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8), 12-24-96]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9), 12-24-96]*

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10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, Florida Administrative Code. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10), 12-24-96]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11), 12-24-96]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12), 12-24-96]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13), 12-24-96]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14), 12-24-96]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15), 12-24-96]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, 62-620.420 or 62-620.450, F.A.C., as applicable, at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.300 for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16), 12-24-96]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.

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[62-620.610(17), 12-24-96]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.
- a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10).
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Any laboratory test required by this permit for domestic wastewater facilities shall be performed by a laboratory that has been certified by the Department of Health (DOH) under Chapter 64E1, F.A.C., to perform the test. On-site tests for dissolved oxygen, pH, and total chlorine residual shall be performed by a laboratory certified to test for those parameters or under the direction of an operator certified under Chapter 61E12-41, F.A.C.
 - e. Under Chapter 62-160, F.A.C., sample collection shall be performed by following the protocols outlined in "DER Standard Operating Procedures for Laboratory Operations and Sample Collection Activities" (DER-QA-001/92). Alternatively, sample collection may be performed by an organization who has an approved Comprehensive Quality Assurance Plan (CompQAP) on file with the Department. The CompQAP shall be approved for collection of samples from the required matrices and for the required tests.

[62-620.610(18), 12-24-96]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19), 12-24-96]*
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- a. The following shall be included as information which must be reported within 24 hours under this condition:
 1. Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 4. Any unauthorized discharge to surface or ground waters.

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- b. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

[62-620.610(20), 12-24-96]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 18. and 19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX. 20 of this permit. *[62-620.610(21), 12-24-96]*

22. Bypass Provisions.

- a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 3. The permittee submitted notices as required under Permit Condition IX. 22. b. of this permit.
- b. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- c. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. a. 1. through 3. of this permit.
- d. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. a. through c. of this permit.

[62-620.610(22), 12-24-96]

23. Upset Provisions

- a. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
1. An upset occurred and that the permittee can identify the cause(s) of the upset;
 2. The permitted facility was at the time being properly operated;
 3. The permittee submitted notice of the upset as required in Permit Condition IX. 20. of this permit; and

PERMITTEE: Sky Acres Enterprises (dba Terrace Park Ventures)
(Terrace Park MHP WWTF)
PO Box 1566
Lutz, FL 33549

PERMIT NUMBER: FLA012799-001-DW3P
EXPIRATION DATE: See Page 1
COUNTY: Pasco

4. The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.
- b. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
- c. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.
[62-620.610(23), 12-24-96]

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Mail Station 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: Sky Acres Enterprises (dba: Terrace Park Ventures)
 MAILING ADDRESS: PO Box 1566
 Lutz, FL 33549

PERMIT NUMBER: FLA012799-001-DW3P
 LIMIT: Final
 CLASS SIZE: Minor
 DISCHARGE POINT NUMBER: R001
 PLANT SIZE/TREATMENT TYPE: C
 NO DISCHARGE FROM SITE: []
 Three Month Average Daily Flow: _____ % of capacity
 MONITORING PERIOD From: _____ To: _____

REPORT: Monthly
 GROUP: Domestic

CITY: Terrace Park MHP WWTP
 LOCATION: 33817 Terrace Park Blvd.
 Zephyrhills, FL 34543

COUNTY: Pasco

DMR Date: 9/99

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
CBOD5	Sample Measurement							
STORET No. 80082 Mon. Site No. EFA-01-13960	Permit Measurement			20.0 (An. Avg.)	mg/L		Calculation	Rolling Annual Avg.
CBOD5	Sample Measurement							
STORET No. 80082 Mon. Site No. EFA-01-13960	Permit Measurement			30.0 (Mo. Avg.)	60.0 (Max.)	mg/L	Monthly	Grab
TSS	Sample Measurement							
STORET No. 00530 Mon. Site No. EFA-01-13960	Permit Measurement			20.0 (An. Avg.)	mg/L		Calculation	Rolling Annual Avg.
TSS	Sample Measurement							
STORET No. 00530 Mon. Site No. EFA-01-13960	Permit Measurement			30.0 (Mo. Avg.)	60.0 (Max.)	mg/L	Monthly	Grab
pH	Sample Measurement							
STORET No. 00406 Mon. Site No. EFA-01-13960	Permit Measurement			6.0 (Min.)	8.5 (Max.)	S.U.	5 Days/Week	Grab
Fecal Coliform Bacteria	Sample Measurement							
STORET No. 74055 Mon. Site No. EFA-01-13960	Permit Measurement			200 (An. Avg.)	#/100mL		Calculation	Rolling Annual Avg.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein; and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	PHONE NO.	DATE: YY/MM/DD

Rolling Annual Average is the average of the current monthly average and the preceding 11 month's monthly average

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

PERMIT NUMBER: FLA012799-001-DW3P

DISCHARGE POINT NUMBER: R001

WAFR SITE No.: 30170

ILITY NAME: Terrace Park MHP WWTP
 nth/Year: _____

Parameter	Sample Measurement	Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
ecal Coliform Bacteria	Sample Measurement				Report (Mo. Geo. Mean)	800 (Max.)	#/100mL			Monthly	Grab
TORET No. 74055 on Site No. EFA-01-13960	Permit Measurement										
RC for disinfection	Sample Measurement				0.5 (Min.)		mg/L			5 Days/Week	Grab
TORET No. 50060 on Site No. EFA-01-13960	Permit Measurement										
Rate (as N)	Sample Measurement										
TORET No. 00620 on Site No. EFA-01-13960	Permit Measurement					12.0 (Max.)	mg/L			Monthly	Grab
ow	Sample Measurement										
TORET No. 50050 on Site No. EFA-01-13960	Permit Measurement	0.0275	3 Month Rolling Avg.	mgd	Report (Mo. Avg.)					5 Days/Week	Elapsed Time Meter
BOD5	Sample Measurement										
TORET No. 80082 on Site No. INF-01-30169	Permit Measurement				Report Annual Sample		mg/L			Annually	Grab
SS	Sample Measurement										
TORET No. 00530 on Site No. INF-01-30169	Permit Measurement				Report Annual Sample		mg/L			Annually	Grab
	Sample Measurement										
	Permit Measurement										
	Sample Measurement										
	Permit Measurement										
	Sample Measurement										
	Permit Measurement										

Rolling Three Month Average is the average of the current month's average and the preceding two (2) month's averages.

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA012799-001-DW3P

Facility Name: Terrace Park MIHP WWTP

Three-month Average Daily Flow:

Month/Year:

Daily Flow % of Permitted Capacity:

	Flow (MGD)	CBOD5 (mg/L)	TSS (mg/L)	pH (s.u.)	Fecal Coliform Bacteria (#/100ml)	TRC (For Disinfect.) (mg/L)	Nitrate (mg/L)	CBOD5 (mg/L)	TSS (mg/L)
Code	50050	80082	00530	00400	74055	50060	00620	80082	00530
Mon. Site	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	INF-01	INT-01
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3									
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PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____
 Evening Shift Operator Class: _____ Certificate No: _____ Name: _____
 Night Shift Operator Class: _____ Certificate No: _____ Name: _____
 Lead Operator Class: _____ Certificate No: _____ Name: _____

Type of Effluent Disposal or Reclaimed Water Reuse: _____
 Limited Wet Weather Discharge Activated: Yes: _____ No: _____ Not Applicable: _____ If yes, cumulative days of wet weather discharge: _____

*Attach additional sheets if necessary to list all certified operators.

EXHIBIT B

Pasco County Utilities was and still is the provider of water service to what was known as Sky Acres Enterprises d/b/a Terrace Park Ventures. There were no customer deposits or interest on the customers transferred.

EXHIBIT C

Pasco County Utilities has received the most recent income and expense statement, balance sheet and income statement for rate base for regulatory purposes and contribution-in-aid-of-construction.

EXHIBIT D

Pasco County Utilities has received the most recent income and expense statement, balance sheet and income statement for rate base for regulatory purposes and contribution-in-aid-of-construction.