

ORIGINAL

RECEIVED-FPSC



03 DEC -5 PM 4: 53

COMMISSION CLERK

FLORIDA PUBLIC SERVICE COMMISSION REGULATION

03 DEC -4 PM 3: 19

TRANSMITTAL

Date: December 2, 2003

To: Ms. Stephanie Clapp
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

From: Victoria Penick

Re: Items Needed for Application Regarding Transfer of Majority Control #030458-WU

Stephanie:

Please find enclosed original operating certificate finally located.

Recorded easement agreement in relation to north end wells.

Recorded deed to well property relating to south end wells.

Mr. Brian Armstrong should be following up on all other matters related to this transfer. I forwarded a revised and abbreviated territory description per Mr. Armstrong's instruction for Stan Reiger to review. Stan did call me last week with a couple instructions and that was revised and sent right back to him.

Hope all is well with you and the staff and sorry this one has been so difficult.

Thank You.

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR map + cert
- GCL _____
- OPC _____
- WMS _____
- SEC _____
- OTH _____

~~Map certificate forwarded to ECR.~~

DOCUMENT NUMBER-DATE

12509 DEC-5 8

FPSC-COMMISSION CLERK



2003172093
Rept: 716222 Rec: 24.00
DS: 0.70 IT: 0.00
09/16/03 *JD* Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
09/16/03 10:36am 1 of 5
OR BK 5539 PG 1949

GRANT OF EASEMENT

THIS INDENTURE made and entered into this 21st day of October, 1996, by and between DIMMITT CAR LEASING, INC., Grantor, a Florida Corporation, Grantor, whose mailing address is 25191 U.S. Highway 19 North, Clearwater, FL 34623 and HOLIDAY UTILITIES, INC. Grantee, whose mailing address is Route 1, Box 268, Tarpon Springs, FL 33589.

W I T N E S S E T H:

WHEREAS, Grantor is seized in fee simple and in possession of land lying in said Pasco County, Florida which is legally described and drawn on Exhibit "A" (the "Easement Parcel") attached hereto; and

WHEREAS, Grantee operates a water utility company from the Easement Parcel and Grantee desires to obtain an easement on the Easement Parcel which will allow the Grantee to continue to operate its water utility company; and

WHEREAS, Grantor has agreed, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to grant to the Grantee and all other persons claiming by, through or under Grantee, an easement over the land legally described in Exhibit "A", for the purposes and in the manner expressed below;

NOW, THIS INDENTURE, that, in pursuance of this agreement and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby agrees as follows:



RETURN TO:
Elaine Mickler
3130 Shipwatch Drive
Holiday, FL 34691

PREPARED BY:
D. Scott Douglas, Esquire
MacFarlane, Ferguson & McMullen
400 Cleveland Street
Post Office Box 1669
Clearwater, FL 34617

1. Grantor grants unto Grantee, Grantee's successors and assigns to Grantee an easement over the Easement Parcel for purposes of Grantee continuing to operate its water utility company.

2. This Grant of Easement to Grantee is an exclusive easement and for the duration of the easement the Grantee, Grantee's successors and assigns shall have sole right to possession of the Easement Parcel.

3. At such time as the Grantee, Grantee's successors and assigns shall no longer operate as a licensed utility on the Easement Parcel then this Grant of Easement shall lapse and have no further force and affect.

4. Grantee agrees to landscape the east 67 foot boundary, the south 87 foot boundary, and the west 57 west foot boundary of the Easement Parcel with landscaping which will shield the above ground improvements within the Easement Parcel from single family residential homes that may be built in or around the Easement Parcel. The Grantee may replace and maintain the existing above ground improvements but shall not add additional above ground improvements or increase the height of existing above ground improvements.

5. The Easement Parcel currently provides a 10 foot wide corridor for access to the Easement Parcel from Haver Street (Plat Name, Hickory Lane) and at such time as the Grantor, his successors or assigns shall develop the property around the Easement Parcel the access corridor may be relocated to provide a shorter access point to the Easement Parcel than currently exists at Haver Street.

6. It is understood and agreed that Grantor, and Grantor's heirs and assigns will be in no way bound to improve, maintain or construct underground utilities for Grantee's water utility company or to keep such utilities in repair.

7. The Grantee shall indemnify and hold harmless the Grantor from any claims against the Grantor, his successors and or assigns, which may be brought as a result of the Grantee, Grantee's successors or assigns, operation of the water utility company.

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

In the Presence of:

D. Scott Douglas
Print Name D. SCOTT DOUGLAS

Donna L. Veile
Print Name DONNA L. VEILE

Melody Mickler
Print Name Melody Mickler

J. L. Weaver
Print Name J. L. WEAVER

DIMMITT CAR LEASING, INC.

Larry H. Dimmitt, Jr. (SEAL)
Larry H. Dimmitt, Jr.
President

HOLIDAY UTILITIES, INC.

Bartley L. Mickler (SEAL)
Bartley L. Mickler
President

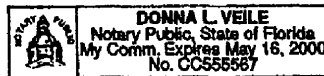
By: Elaine E. Mickler, Per Rep.
ESTATE OF BARTLEY L. MICKLER.
DATED 7/12/02

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Larry H. Dimmitt, Jr., as President of Dimmitt Car Leasing, Inc. me personally known or who has produced N/A as identification and who did take an oath, and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed and the capacity so stated.

WITNESS my hand and official seal at Clearwater, said County and State, this 21st day of October, 1996.

Donna L. Veile
Notary Public
Print Name DONNA L. VEILE
My Commission Expires:



OR BK 5539 PG 1951
3 of 5

STATE OF FLORIDA
COUNTY OF PINELLAS

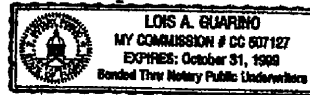
The foregoing instrument was acknowledged before me this 22nd day of October, 1996, by Bartley L. Mickler, as President of Holiday Utilities, Inc. who is personally known to me or who has produced a Florida driver's license as identification and did take an oath.

Lois A. Guarino

Notary Public

Print Name

My Commission Expires:



OR BK 5539 PG 1952
4 of 5

H:\DATA\ATT\DSD\DIMMITT\BASEMT.WAT

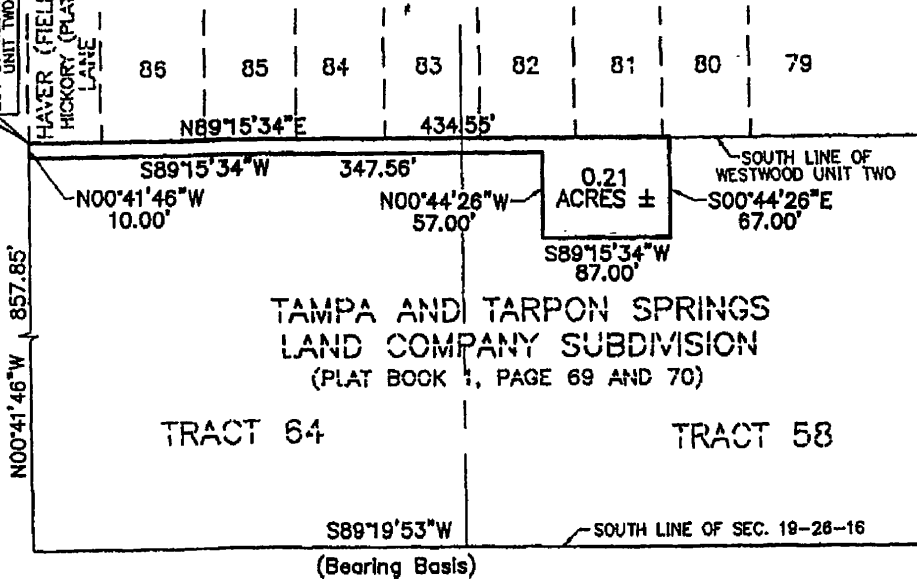
THIS IS NOT A SURVEY

WESTWOOD UNIT TWO
(PLAT BOOK 9, PAGE 109)



P.O.B.
SE CORNER OF
LOT 87 WESTWOOD
UNIT TWO

HAYVER (FIELD)
HICKORY (PLAT)
LANE



TAMPA AND TARPON SPRINGS
LAND COMPANY SUBDIVISION
(PLAT BOOK 1, PAGE 69 AND 70)

TRACT 64

TRACT 58

LEGAL DESCRIPTION

A portion of Tracts 58 and 64 of the Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1, on pages 69 and 70 of the Public Records of Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of Lot 87, Westwood Unit Two, as recorded in Plat Book 9, on page 109 of the Public Records of Pasco County, Florida; thence, along the South boundary line of said Westwood Unit Two, N89°15'34"E, for 434.55 feet; thence, leaving said South boundary line, S00°44'26"E, for 67.00 feet; thence S89°15'34"W, for 87.00 feet; thence N00°44'26"W, for 57.00 feet; thence S89°15'34"W, for 347.55 feet; thence N00°41'46"W, for 10.00 feet to the POINT OF BEGINNING and containing 0.21 acres more or less.

OR BK 5539 PG 1953
5 of 5

NOTES:

1. Sketch is for graphic representation and does not reflect a field survey.
2. Basis of Bearings: held the South line of Section 19, Township 26 South, Range 16 East, Pasco County, Florida. Said line bears, S89°19'53"W.
3. No title information furnished to the surveyor in conjunction with this sketch.

DIMMIT CAR LEASING

SHETCH AND LEGAL DESCRIPTION

SCALE 1"=100'	DATE 9/10/96	DRAWN ACAD	CALCED V.G.B.	CHECKED V.G.B.
JOB No. 3999-100-000.455	SECTION 19	TOWNSHIP 26 SOUTH	RANGE 16 EAST	

I hereby certify that this legal description and sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

Sketch and Legal Description not valid unless signed and embossed with Surveyor's Seal
CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

VINCENT G. BALLANTONI
PROFESSIONAL SURVEYOR AND MAPPER # 5498
STATE OF FLORIDA



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
SCIENTISTS • LANDSCAPE ARCHITECTS

24945 U.S. HIGHWAY 19 NORTH CLEARWATER, FLORIDA 34623
(813) 791-1441 • FAX: (813) 791-9228



Rcpt: 680860 Rec: 10.50
DS: 140.00 IT: 0.00
05/15/03 Dpty Clerk

20,000.00

Return to and prepared by
KENNETH R. MISEMER
ALLGOOD & MISEMER, P.A.
5645 Nebraska Avenue
New Port Richey, FL 3465

JED PITTMAN, PASCO COUNTY CLERK
05/15/03 09:11am 1 of 2
OR BK 5358 PG 368

Parcel 34-26-15-0010-00100-0000

QUIT CLAIM DEED

This Indenture made this 14th day of May, A.D. 2003,

Between ELAINE MICKLER, Individually and as Personal Representative of the Estate of Bartley L. Mickler, deceased, 3130 Shipwatch Drive, Holiday, FL 34691, party of the first part, and HOLIDAY UTILITY COMPANY, 4821 U.S. 19, Suite 2A, New Port Richey, FL 34652, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration Ten Dollars and other valuable considerations, 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 in and to the following described lot, piece or parcel of land, situate lying and being in the County of Pasco, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"

To Have and To Hold the same, together with all and singular the appurtenances thereunto 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 her hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:

Kenneth R. Misemer

Elaine Mickler, Individually
And as Personal Representative
of the Estate of Bartley L.
Mickler, deceased

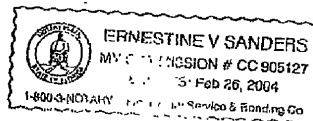
Ernestine V. Sanders

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 14th day of May, 2003, by ELAINE MICKLER, Inidividually and as Personal Representatice of the Estate of Bartley L. Mickler, deceased, who is personally known to me or produced as identification.

Notary Public

My commission expires:



This instrument was prepared from information furnished by the parties without benefit of title examination.

DESCRIPTION:

A PORTION OF THE TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, NORTH 87°42'53" WEST, 15.00 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF THE ORIGINAL 15.00 FOOT TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION RIGHT-OF-WAY IN SECTION 34, NORTH 01°27'28" EAST, 49.21 FEET; THENCE NORTH 89°07'33" EAST, 283.01 FEET; THENCE NORTH 00°52'27" WEST, 372.19 FEET; THENCE NORTH 89°07'33" EAST, 517.35 FEET; THENCE SOUTH 00°52'27" EAST, 422.19 FEET; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, ALSO BEING THE NORTH BOUNDARY LINE OF GULF VIEW HEIGHTS AND THE EASTERLY EXTENSION THEREOF AS SHOWN ON PLAT RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SOUTH 89°07'33" WEST, 787.38 FEET TO THE POINT OF BEGINNING.

THE WESTERLY 60.00 FEET THEREOF SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.

CONTAINING 5.340 ACRES MORE OR LESS.

EXHIBIT "A"