

NABORS, GIBLIN & NICKERSON, P.A.
ATTORNEYS AT LAW

ORIGINAL

SUITE 200
1500 MAHAN DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE (850) 224-4070
TELECOPY (850) 224-4073

THE POINTE, SUITE 1060
2502 ROCKY POINT DRIVE
TAMPA, FLORIDA 33607
(813) 281-2222
TELECOPY (813) 281-0129

CNL CENTER, SUITE 510
450 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801
(407) 426-7595
TELECOPY (407) 426-8022

March 16, 2004

Via Hand-Delivery

RECEIVED FPSC
04 MAR 16 PM 4:56
COMMISSION
CLERK

Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

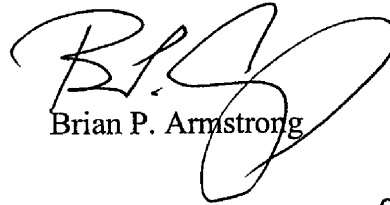
Re: Docket No. 030458-WU: Amended And Restated Application For Transfer Of Majority
Organizational Control And Amendment To Certificate

Dear Ms. Bayo:

Enclosed please find an original and five copies of the above-referenced Application and a check in the amount of \$750 which, when combined with the \$750 previously paid with the filing of the original application, represents a total \$1,500 filing fee. Kindly acknowledge filing of this Application by date stamping the enclosed copy of this letter and returning it in the postage pre-paid, self-addressed envelope provided herewith.

Your assistance and cooperation in this regard is appreciated.

Very truly yours,


Brian P. Armstrong

BPA/adg

- AUS _____
- CAF _____ Enclosures
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- SEC _____
- OTH _____


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Original Tariff

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check


04 MAR 16 PM 4:34
DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE
03563 MAR 16 04
FPSC-COMMISSION CLERK

AMENDED AND RESTATED APPLICATION
FOR TRANSFER OF MAJORITY ORGANIZATIONAL
CONTROL AND AMENDMENT TO CERTIFICATE
(Pursuant to section 367.071, Florida Statutes)

DOCKET NO.: 030458

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

The undersigned hereby files this amended and restated application for the transfer of majority organizational control and amendment to Certificate of HOLIDAY UTILITY COMPANY, INC., operating under Water Certificate No. 224-W located in Pasco County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

HOLIDAY UTILITY COMPANY, INC.
Phone No. (727) 934-5964

Fax No. N/A

Office street address:
3130 Shipwatch Drive
Holiday, Florida 34691

Mailing address:
P.O. Box 27
Tarpon Springs, Florida 34688

Internet Address:
N/A

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

Victoria Penick, Preparer/US Water Services Corp. (727) 848-8292
(or)

Melody Mickler, Current Utility Manager (727) 532-3069
3130 Shipwatch Drive
Holiday, Florida 34691
(or)

Brian P. Armstrong, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

(850) 224-4070

- C) The full name (as it appears on the certificate), address and telephone number of the buyer:

Utility: Holiday Utility Company, Inc.
Buyer: Holiday Waterworks Corporation
Mr. Gary Deremer

Street Address: 4821 USW Highway 19, Suite 2
New Port Richey, Florida 34652
(866) 753-8292

Mailing Address: Same

Internet Address if applicable: N/A

- D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Gary Deremer, President
5320 Captains Court
New Port Richey, Florida 34652

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

Please see attachment marked "Part II Exhibit A" to original application.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None. Please see attachment marked "Part II Exhibit B" to original application.

- C) Exhibit - A copy of the purchase agreement.

Please see attachments marked "Part II Exhibit C and C.1" to original application.

- D) Exhibit - A statement of how the buyer is financing the purchase.

Please see attachment marked "Part II Exhibit D/E" to original application.

- E) Exhibit - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

Please see attachment marked "Part II Exhibit D/E" to original application.

- F) Exhibit - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standard set by the DEP.

If the system is in need or repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

After reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection, except as specifically addressed in Exhibit II-G, attached hereto. Please also see attachment marked "Part II Exhibit F" to original application.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit - An affidavit that the notice of actual application was given in accordance with section 367.045(1)(a) Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

(1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

(2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;

(3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;

- (4) the regional planning council;
- (5) the Office of Public counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district. Copies of the notice and a list of entities noticed shall accompany the affidavit.

These items will be provided as a late filed exhibit.

- B) Exhibit - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit.

Will be provided as a late-filed exhibit.

- C) Exhibit - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit.

Will be provided as a late-filed exhibit.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$750.00 included and attached to Exhibit IV A to the original application and \$750.00 fee filed with this amended and restated application for a total filing fee of \$1,500.

PART V OTHER

- A) Exhibit - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Please see attachments Exhibit V A and V A.1 to the original application covering property easement for well no. 1. Regarding well nos. 2, 3, 4 and 5 the stock

purchase agreement dated April 25, 2003, is between Holiday Waterworks Corporation, as the Buyer, and the estate of the sole stockholder of Holiday Utility Company, Bartley L. Mickler (the "Estate"). Holiday Utility Company did not own the land upon which the utility facilities were located, rather the land was owned by the Estate. Attached as Exhibit V-C hereto is a copy of a quit claim deed dated November 28, 2003, from the Estate to Holiday Waterworks Corporation, the transferee of the stock of Holiday Utility Company. To permit Holiday Utility Company to continue to operate the facilities, Holiday Waterworks Corporation, as lessor, and Holiday Utility Company, as lessee, signed a 99 year lease granting Holiday Utility Company such rights. A copy of the lease also is included in Exhibit V-C, attached hereto.

The location of each well is shown in maps provided in Exhibit II-G, attached hereto.

- B) Exhibit - The original and two copies of the revised tariff sheet(s) reflecting the change in ownership. Sample tariff sheets are attached.**

Please see the tariff sheets provided in Exhibit V D attached hereto which replace the tariff sheets provided in Exhibit V B to the original application.

- C) Exhibit - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).**

The original certificate was filed with the Public Service Commission by cover memorandum dated December 3, 2003. A copy of the certificate is attached hereto as Exhibit V E.

PART VI NEED FOR SERVICE

- A) See information provided in Exhibit II-G and Exhibit II-H, both of which are attached hereto.**
- B) Not applicable.**
- C) To the best of the applicant's knowledge, the provision of service will be consistent with the water sections of the local comprehensive plan at the time this application is filed, as approved by the Department of Community Affairs.**

PART VII SYSTEM INFORMATION

- A) Water**
 - (1) The system provides potable water to its customers.**

- (2) (i) **Capacity of Existing Lines: Please see information provided in Exhibit II-G, attached hereto.**
- (ii) **Capacity of Existing Treatment Facilities: Please see information provided in Exhibit II-G, attached hereto.**
- (iii) **Design Capacity of the proposed extension: Please see information provided in Exhibit II-G, attached hereto.**
- (3) **There are no construction or operating permits at this time. Copies of preliminary plans for system facility expansions are provided in Exhibit II-G, attached hereto.**
- (4) **The system serves principally residential customers.**
- (5) **Not applicable.**
- (6) **Please see information provided in Exhibits V A and V A.1 of the original application and provided in Exhibit II-G attached hereto.**

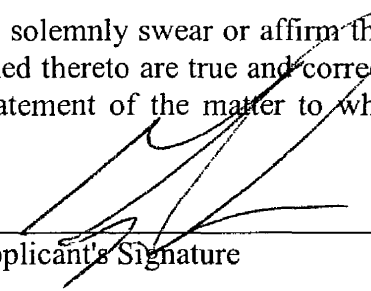
B) **Wastewater. Not applicable. Wastewater service within the service territory is provided by septic tanks except in the Westwood area where Pasco County provides wastewater service.**

PART VIII TERRITORY DESCRIPTION AND MAPS

- A) **Please see attachment marked Exhibit II-G, attached hereto for the legal description of service territory requested.**
- B) **Please see attachment marked Exhibit II-G, attached hereto for a map of service territory requested.**
- C) **Please see attachment marked Exhibit II-G, attached hereto for maps indicating location of facilities.**

PART IX AFFIDAVIT

I Gary Deremer (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY: 
Applicant's Signature

Gary Deremer
Applicant's Name (Typed)

President
Applicant's Title

STATE OF FLORIDA
COUNTY OF PASCO

Subscribed and sworn to before me this 23rd day of the month of February in the year of 2004 by Gary Deremer who is personally known to me _____ or produced the following identification

Type of Identification Produced


Notary Public's Signature

Print, Type or Stamp Seal

Notary Public

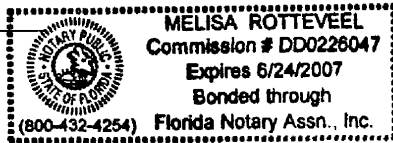


EXHIBIT V-C

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

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

QUIT CLAIM DEED

This Indenture made this 28th day of November, 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 WATERWORKS CORP., 2202 Bailey's Bluff Road, Holiday, FL 34691, 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"

THIS INSTRUMENT IS A CORRECTIVE INSTRUMENT MADE FOR THE PURPOSES OF CORRECTING THE GRANTEE'S NAME, WHICH WAS INCORRECTLY STATED DUE TO A SCRIVENER'S ERROR IN THE ORIGINAL QUIT CLAIM DEED RECORDED IN OR BOOK 5358, PAGE 368 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE CORRECT NAME OF GRANTEE IS AS SHOWN HEREIN.

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 have hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:

Ralph Smith
J. P. [Signature]

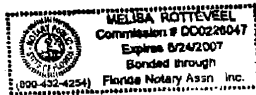
Elaine E. Mickler
Elaine Mickler, Individually
and as Personal Representative
of the Estate of Bartley L.
Mickler, deceased

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 28 day of November, 2003, by ELAINE MICKLER, who is ~~personally~~ known to me or produced as identification.

Melba [Signature]
Notary Public

My commission expires:



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

Exhibit A

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.

LAND LEASE AGREEMENT

This agreement made as of the 1st day of May 2003 is between **Holiday Waterworks Corporation** (hereinafter called **The Owner**) and **Holiday Utility Company** (hereinafter called **The Utility**). The Owner leases to The Utility the right to withdraw water from the water supply facilities on the property located within the Anclote Section of the Utility System per Exhibit A, and Owned by Holiday Waterworks Corporation, under the following conditions:

- TERM:** 1. The initial term of this lease shall be 99 (ninety nine) years, beginning May 1st, 2003, and ending Noon April 30th, 2102.
- POSSESSION:** 2. If there is a delay in delivery of possession by Owner, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then The Utility may void this agreement and have full refund of any deposit. Owner shall not be liable for damages for delay in possession.
- LEASE:** 3. Land Lease shall be payable by The Utility to The Owner at the rate of **Fourteen Thousand Four Hundred and 00/100 Dollars, (\$14,400.00)** annually with applicable sales tax with lawful money of the United States. Annual base rate will increase on the anniversary date each year of the lease by rate of each annual Consumer Price Index as listed by the United States Government Department of Labor. The lease shall be payable monthly in advance. During year one, lease is payable at a rate of **One Thousand Two Hundred and 00/100 Dollars (\$1,200.00)** per month and an additional amount is due totaling **Seventy Two 00/100 Dollars (\$72.00)** per month for applicable 6% Florida State Sales Tax. The Utility agrees to pay \$35 for each dishonored check. This lease is identified as a "Net/Net" lease and the Utility is responsible for all costs associated with said land including but not limited to **Property Taxes, Special City, County or State assessments, Insurances, etc.**
- CANCELLATION:** 5. If the lease payment called for in paragraph 3 hereof has not been paid by the tenth (10th) of the month, then The Owner shall automatically and immediately have the right to cancel this agreement with notice of intent provided to the Utility allowing a grace period of fifteen (15) days.
- INDEMNIFICATION** 6. The Utility agrees to indemnify The Owner against damage to the land leased by the utility and for The Utility's fulfillment of the conditions of this agreement, as well as personal injury to the public and provide liability insurance listing Owner as additionally insured.
- RENEWAL TERM:** 7. It is the intent of both parties that this lease is for a period of **Ninety Nine (99) Years** and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by The Utility, The Utility will owe rent through the last month of a five year period from the date of the breach.
- SUBLET:** 8. The Utility may not sublet or assign this lease without written consent of The Owner.
- FIRE AND CASUALTY:** 10. If land or wells become unusable by reason of fire, explosion, or by other casualty, The Owner may, at its option, terminate rental agreement or repair damages within 30 days. If The Owner does not do repairs within this time or if well structures are fully destroyed, the rental agreement hereby created shall be prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy. The date of reoccupancy shall be the date of notice that residence is ready for occupancy.
- HOLD OVER:** 11. The Utility shall deliver possession of the land and any improvements thereon, in good order and repair to The Owner upon termination or expiration of this agreement.

RIGHT OF ACCESS:

12. The Owner and its representatives shall have the right of access to leased property for inspection, repair or maintenance, at any time. The Owner has the right to utilize the property by any means that does not interfere with The Utility's intended use of well water withdrawal, well operations, well maintenance or well enclosure maintenance. In case of emergency, The Owner may enter the premises at any time to protect life and prevent damage to the property.

USE:

13. This agreement shall secure to the utility the right to withdraw water from the land referenced herein via water wells existing on said property. Said land shall not be occupied under any circumstances by The Utility. The land shall be used so as to comply with all state, county, and municipal laws and ordinances. The Utility shall not use land or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with preservation of the land, the wells, or any improvements thereof.

PROPERTY LOSS:

14. The Owner shall be held harmless and shall not be liable for damage to any property of any type associated with or belonging to The Utility, for any reason or cause whatsoever.

CONDEMNATION:

15. In the event that the property covered by this Lease is taken in whole or in part by condemnation proceedings or eminent domain, or in the event that Lessor and Lessee shall convey all or a part of said premises in avoidance or settlement or threat of such proceedings, at the time of taking of physical possession by the actual or proposed condemnor, the rent therefor shall abate in proportion to the value of the part condemned bears to the value of the rights assigned by this lease and access to premises. If the ability of the utility to continue to use the property for the purpose intended in this lease is not diminished, the lease will continue at full value.

FURTHER INDEMNIFICATION:

16. The Utility releases The Owner from liability for and agrees to indemnify The Owner against losses incurred by The Utility as a result of (a) The Utility's failure to fulfill any condition of this agreement; (b) any damage or injury happening on or about the property or premises to the general public or The Utility's invitees or licensees; (c) The Utility's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien, or other encumbrance filed against property as a result of The Utility's action.

FAILURE OF MANAGEMENT TO ACT:

17. Failure of Owner to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

REMEDIES CUMULATIVE:

18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by either party, each party shall be responsible for its own expense, and all expenses incurred in connection representation, including but not limited to filings, legal counsel, arbitration or mediation.

NOTICES:

19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

The Owner:
Holiday Waterworks Corporation
4821 US Highway 19, Suite 2
New Port Richey, FL 34652

The Utility:
Holiday Utility Company
PO Box 398
New Port Richey, FL 34652

REPAIRS: 20. The Utility will make necessary repairs to the wells to maintain proper operation. The Utility shall make all necessary repairs to the well buildings and keep premises in a safe, clean, and sanitary condition. The Utility shall make contact with all repair or service people and will be responsible for paying all charges associated with same. The Utility may not remodel or paint or structurally change, nor remove any fixture or piece of equipment there from land or buildings thereon without written permission from the Owner. All improvements shall become the property of the Owner.

ABANDONMENT: 21. The Utility shall not remove or attempt to remove property from the premises, other than in the usual course of continuing occupancy, without permission of The Owner. The Owner shall have the right to store or dispose of any of The Utility's property remaining on the premises after the termination of this agreement. Any such property shall be considered The Owner's property and title thereto shall vest in The Owner. No changes shall be made to any structure or wells on the premises without written permission of the owner.

RULES AND CLARIFICATIONS: 22. (a) **Signs:** The Utility shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building without permission of The Owner.

(b) **Locks:** It is noted that The Utility must have control of the property and subsequent wells in order to meet regulatory guidelines that cover Utility Operation in Florida. Owner shall have access to the property during inspections arranged with the Utility and with Utility personnel present. All keys must be presented to The Owner of the premises upon termination of the occupancy.

(c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.

(d) Radio or television aerials shall not be placed or erected on the roof or exterior of the well houses or on the land.

(e) **Parking:** Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by The Owner at the expense of The Utility owning same, for storage or public or private sale, at The Owner's option, and The Utility owning same shall have no right of recourse against The Owner therefore.

(f) **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the land itself. Storage in all such areas shall be at The Utility's risk and The Owner shall not be responsible for any loss or damage.

(g) No changes to land or buildings contained thereon, will be permitted without permission of The Owner.

(h) Any improvements to said premises shall become property of the owner.

(i) Cost of operation of the wells including but not limited to Licensed Utility Operations, Chemicals required and maintenance cost of pumping equipment and wells, is the responsibility of The Utility.

ENTIRE AGREEMENT: 23. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this lease agreement is invalid, for any reason, such invalidity shall not void the remainder of the lease agreement.

SUCCESSORS: 24. This Lease shall be binding upon and shall enure to the benefit of the parties hereto, their assigns, heirs, successors and personal representatives.

**REMEDIES OF
DEFAULT:**

25. Should there be a default, discrepancy of definition or circumstance that cannot be resolved between Lessee and Lessor, mediation through arbitration will be required. Venue will be held in Pasco County, Florida. Both Lessor and Lessee with select separate mediators, who will then select a third mediator unfamiliar with Lessor and Lessee. Lease payment shall continue during the mediation period and shall be paid to Lessor as scheduled.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

Accepted by: *V. Penick*
OWNER - Holiday Waterworks Corporation

Print: *Victoria Penick*

Title: *Sec/Treas*

Witness: _____

Accepted by: *[Signature]*
THE UTILITY - Holiday Utility Company

Print: *Gary Deem*

Title: *Pres*

Witness: _____

WATER SYSTEM EVALUATION

Engineering Services

**HOLIDAY UTILITY COMPANY, INC.
PASCO COUNTY, FLORIDA**

Prepared by
U.S. Water Services Corporation
4821 U.S. Highway 19, Suite 2
New Port Richey, Florida 34652

U.S. Water
Services Corporation

For

**Holiday Utility Company, Inc.
4821 U.S. Highway 19, Suite 2
New Port Richey, Florida 34652**

January 2004



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1.0 INTRODUCTION

1.1 Purpose

The purpose of this report is to present an evaluation of the water system at Holiday Utility Company, Inc., including:

- Evaluation of existing system operations and facility conditions.
- Determine the effect of the new revisions to Rule 62-555, F.A.C., as it applies to Holiday Utility Water Systems.
- Evaluate alternatives for system expansions to account for new growth.
- Make recommendations for future infrastructure improvements including water supply and distribution.

1.2 Background

1.2.1. General Description

Holiday Utility Company, Inc. (Holiday Utility), is an investor-owned utility located in western Pasco County, Florida. The utility was established in the late 1950's by the Mickler family to provide water to the surrounding community of the Anclote area. This was a family-owned business until the Utility was sold in May of 2003. The current utility owner's core business is water and wastewater ownership, operation and management.

Holiday Utility is a Class C water utility which is regulated by the Florida Public Service Commission (FPSC) and is granted authority to service water under System #WU111-02-AR. It is also regulated by the Florida Department of Environmental Protection (FDEP) and the Southwest Florida Water Management District (SWFWMD). The limits of the service area and the lots that are included within the boundary are depicted on the attached Figures under

Appendix A. The description of the boundaries of the water service areas, which extend in both Pasco and Pinellas Counties for the entire utility is attached under Appendix B.

Holiday Utility provides water services to a total population of approximately 974. Based on the past six months of water use data, the current daily average potable water demand is approximately 73,300 gallons per day (equivalent to 75 gpcd) which is significantly lower than the standard average per capita consumption rates between 85-135 gpd. Approximately, 35% of the Utility's service area is built-out. Therefore, additional growth is anticipated in the future. Details of the future expansions with anticipated water demand are summarized in the table given below.

Table 1-1
Existing and Future Water Demand

	Westwood System & Anclote System	Gulfwinds Development & Pasco Co. Schools Phase I Expansion	Mickler Development Phase II Expansion	Other Undeveloped Acreage (@ 5 ERC's per acre)	Total Projected ERC's at Build-out
Existing Customers (ERC's)	367.5	-	-	-	367.5
Future Customers	-	307	1200	3000	4507
Flow Required (MGD)	0.098	0.078	0.300	0.750	4875 ERC's 1.23 MGD

Currently, a total of 325 water meters are read monthly. This number continues to increase as a result of the Utility's efforts to locate the lost meters and install meters on the service connections that are not metered. As of the date of this report, the water service meters with their equivalent residential connections (ERC's) are classified as follows:

Table 1-2
Meter Sizes with Number of Units

Meter Size	No. of Units	Factor	Total ERC's
5/8"X3/4"	307	1.0	307
1"	13	2.5	32.5
1 1/2"	4	5.0	20.0
2"	1	8.0	8.0
TOTAL	325		367.5

There are currently two separate communities that are served by the Utility. The first community is called Westwood Village and the second is called Anclote Village. The boundaries of these communities relative to the overall service territory, which is mostly undeveloped land, of the Utility are shown on the site maps under Attachment A. Each one of these communities is served by an independent water system. The Anclote Water System encompasses a service area of approximately 964 acres, extending both in Pasco and Pinellas Counties, with a total of 199 service connections consisting of single and multi-family homes, mobile home parks, light commercial shops, and public schools. The Westwood Water System encompasses a service area of approximately 182 acres in Pasco County with a total of 126 service connections consisting mainly of single-family residential units. The potential for interconnection of these two water systems is not feasible at this time due to the long distance and the natural barriers such as ditches and wetlands. A summary of the users, based on land use type, is given below.

Table 1-3
Summary of Water Users

LAND USE	NUMBER OF CUSTOMERS (Westwood System)	NUMBER OF CUSTOMERS (Anclote System)
Single Family Residential	126	195
Single Family Seasonal/Retirement Residential	-	-
Light Commercial (Strip Centers, Churches, Restaurants, etc.)	-	3
Professional Offices (Doctors, Dentists, Schools, etc.)	-	1
TOTAL:	126	199

Most of the existing single family residential and mobile homes are older units dating back to the mid 1970's or earlier. The current demographics within the limits of the Holiday Utility's service area include mostly single family homes and very few light commercial properties within Anclote Village.

1.2.2. Current Water Distribution System Conditions

As mentioned above, the majority of the water distribution system at Holiday Utility Company, Inc., was built in the early 1970's along with the five water supply wells. The water distribution system consists of a combination of 2, 2 ½, 3, and 6-inch PVC in addition to 12-inch asbestos cement and 2-inch galvanized steel piping. See attached site plan under Appendix H for more details about the layout of the existing piping. The condition of the piping at Holiday Utility, based on our most recent inspections, is considered fair.

The water mains are located in various locations including the front and rear easements and the meter locations vary from in ground, to locations above ground on the sides of the homes. In addition, both systems contain fire hydrants and gate valves in various locations along with push-on and mechanical joint fittings.

1.2.3. Unaccounted-for Water

Based on the most recent six-month period of record ending December 31, 2003, the average daily water usage for the entire Utility is approximately 105,000 gpd. The monthly water demand and withdrawal records are summarized in both tabular and graphical format under Appendix C for each water system. The wells have shown declining trends of water loss through the water distribution system with a combined average of 30%.

It is clear from the general trends of the data that the monthly amounts of unaccounted-for water continue to decrease as a result of the proactive maintenance measures that are conducted continuously to minimize the amount of unaccounted-for water throughout the water distribution system. The Utility was purchased last year and immediately after the purchase, the extensive amounts of unaccounted-for water became evident. This pattern was further compounded when it was determined that the well meters in the Anclote system were inaccurate and under recording water volumes. Accordingly, one of the well meters was replaced and another was repaired in June of 2003.

2.0 EXISTING WATER SUPPLY

2.1 Description

The Anclote Water System currently has a wellfield with four production wells known as Wells System ID Nos. 2, 3, 4, and 5. Well No. 5 is considered a standby well and is not currently in use. The Westwood Water System is supplied water by one well known as Well System ID No.

1. The locations of these wells are shown on the attached plans under Appendix I. SWFWMD regulates the combined withdrawal quantities for both systems under Water Use Permit No. 202319.04. A copy of the permit is attached under Appendix J. The water use permit allows a peak monthly daily withdrawal of 145,000 gallons per day from all wells with an annual average daily withdrawal of 98,000 gallons per day.

Holiday Utility Company, Inc., is also located within the boundaries of the Northern Tampa Bay Water Use Caution Area (WUCA) as indicated in the figure under Appendix D. Water Use Caution Areas are defined by State law and Chapter 40D-2, F.A.C., as areas where water resources are, or expected to, become critical within the next twenty years. The Northern Tampa Bay WUCA is one of several water use caution areas within the jurisdictions of the SWFWMD. These areas have been declared as necessary to address cumulative water withdrawals which are causing or may cause adverse impacts to water resources, land resources or the public interest. Therefore, in order to comply with the consumptive use permit conditions, the Utility has been aggressively involved with meter identification and water distribution leak detection to reduce the percentage of the unaccounted-for water through the water distribution system to acceptable levels below the optimum levels of less than 12%.

In addition, Holiday Utility is located near the Gulf Coast in southwestern Pasco County and northwestern Pinellas County. This location is coincident with the thinner portions of the potable zone underlying peninsular Florida. The potable water zone in this area consists of a thin lens of fresh water that is underlain by denser saline water. Therefore, it would be imperative for the Utility to determine and minimize all sources of water leaks throughout the water distribution system to conserve water and use water resources in a manner that is in the best public interest.

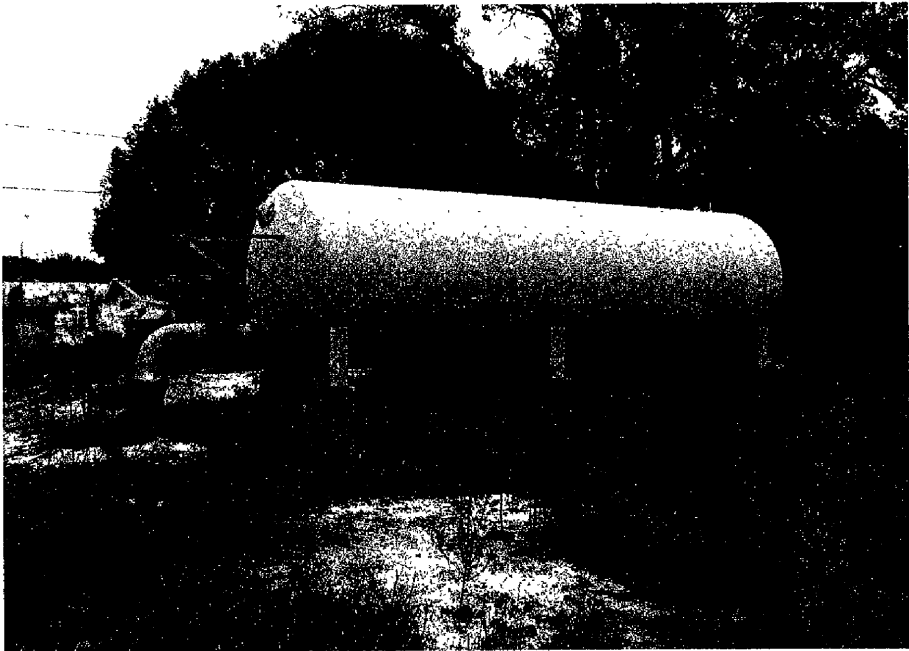
2.2 Production Wells

2.2.1. Westwood Water System

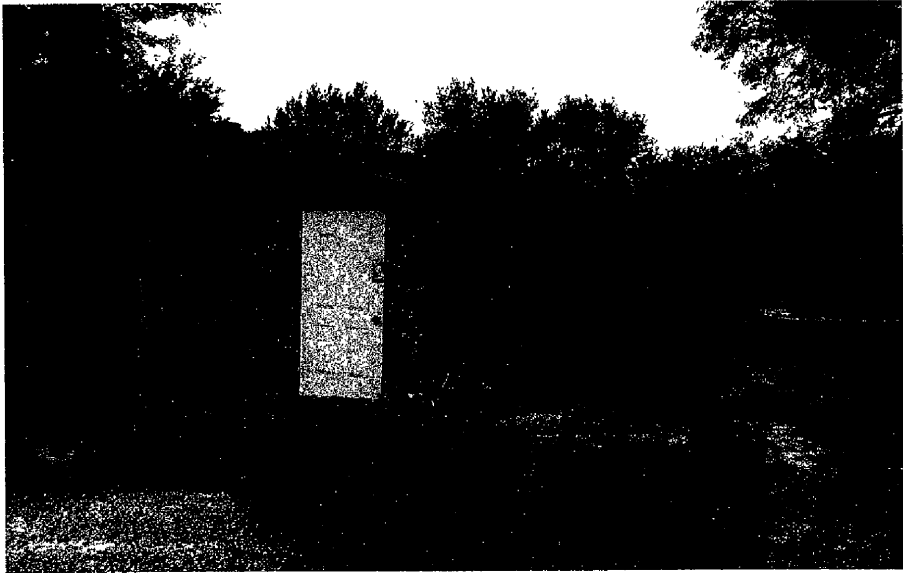
The water system at Westwood Village, including the one well, is located on an adjacent private property. Access to the system is allowed through a legal easement agreement between the property owner and Holiday Utility. The property is currently heavily wooded and undeveloped.

The main production well for Westwood Water System is Well #1 and is permitted for total withdrawal quantities of 44,000 gpd (annual average) and 65,000 gpd (peak monthly). There are numerous existing wells within the vicinity of Well #1 that were drilled in the past, by the Utility, but they are currently not in use. Also, these wells are located on private properties which the Utility does not have access. The Utility however will perform further investigations in the future to determine if these wells can be utilized as back-up wells for the single well which is currently in use and also to supply additional water for future growth within Holiday Utility's jurisdictions. However, if these wells cannot be utilized by Holiday Utility, the wells will have to be properly abandoned by the Utility in accordance with the legal agreement between the Utility and the property owners and as required by the SWFWMD. In addition, some of these wells have pumping equipment installed along with valves, power cables, and 8-inch raw water transmission mains. If the wells are to be abandoned, the transmission main will have to be capped off or possibly removed. Some of these wells that are located in the Gulfrace subdivision have already been properly abandoned in accordance with the SWFWMD guidelines and directives.

The Westwood Water System also has an existing interconnection with the Pasco County water system that can be utilized during emergencies. The raw water from the single well is currently pumped into a 14,000-gallon hydropneumatic tank after receiving chlorination using liquid sodium hypochlorite. The tank has 12-inch inlet and discharge piping. Water from the hydropneumatic tank is then pumped into the water distribution system of Westwood Village. The details of the existing water system along with the piping network of the water distribution system are depicted on the attached plans.



Existing 14,000-gal Hydro-pneumatic Tank at the Westwood Water System



Pump House for Well No. 1 at the Westwood Water System



Valves for Well No. 1 at the Westwood Water System



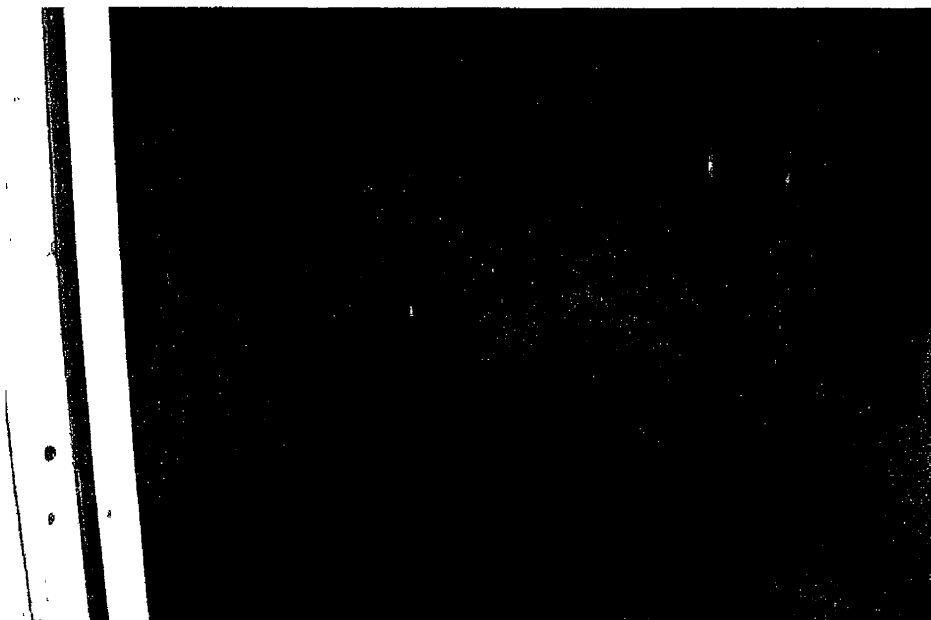
Piping for Well No. 1 at the Westwood Water System

Based on the past 6-month water use data, the Westwood Water System consumes an average of approximately 30,000 gpd. The current ground water withdrawal rate imposed by the

consumptive use permit (copy attached) for Well No.1 is 44,000 gpd.. It is apparent that the single well meets the water demand requirements. However, the system does not have a backup well that can be utilized during emergencies. The only other source of water available during emergencies would be the interconnection with the Pasco County system.

Well No. 1

This well has a diameter of 8 inches with a total depth of 65 feet. The SWFWMD water use permit allows a peak monthly and annual average withdrawals of 44,000 gpd and 65,000 gpd, respectively. The well is equipped with a 15-hp vertical turbine pump with a capacity of 250 gpm.



Vertical Turbine Pump for Well No. 1 at the Westwood Water System

2.2.2. Anclote Water System

This water system is supplied water by four existing wells designated as Well Nos. 2, 3, 4, and 5. Well #5 is considered as a standby well. The wells are permitted for average withdrawal quantities of 29,000 gpd, 14,000 gpd, 11,000 gpd, and 29,000 gpd, respectively. These wells are located on a 5-acre parcel of land which is mostly uplands. The raw water from the three operating wells is currently pumped into a 3,000-gallon hydropneumatic tank after receiving chlorination by using liquid sodium hypochlorite solution.

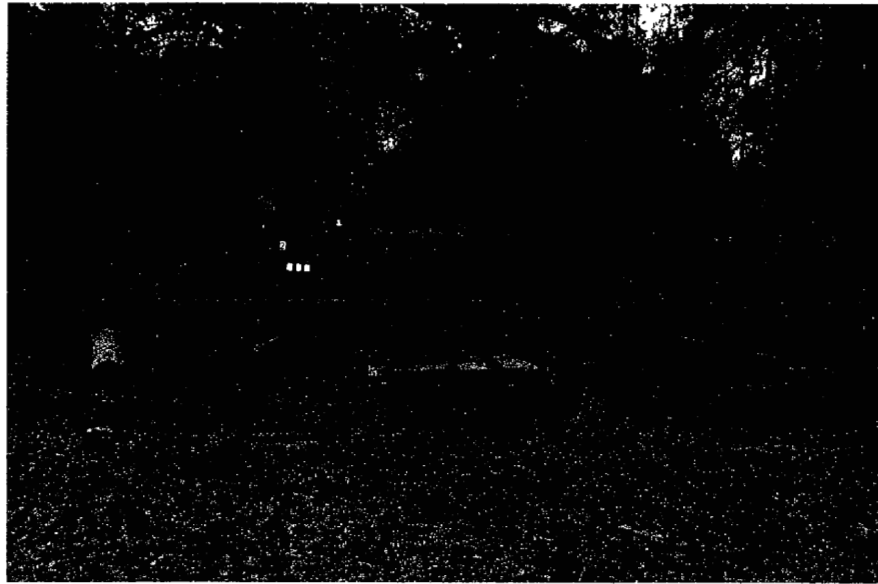
The Utility system has a 99-year lease to utilize this property for a water treatment facility and a wellfield.



3,000-gallon Hydropneumatic Tank at at the Anclote Water System

Well No. 2

This well has a diameter of 6 inches with a total depth of 100 feet. The SWFWMD water use permit allows a peak monthly and annual average withdrawals of 43,000 gpd and 29,000 gpd, respectively. The well is equipped with a 2-inch submersible pump with a capacity ranging between 50-70 gpm.



*Electrical Control for Wells Nos. 2, 3, and 4 at the Anclote Water System
Next to Well No. 2*



Well No. 2 at the Anclote Water System

Well No. 3

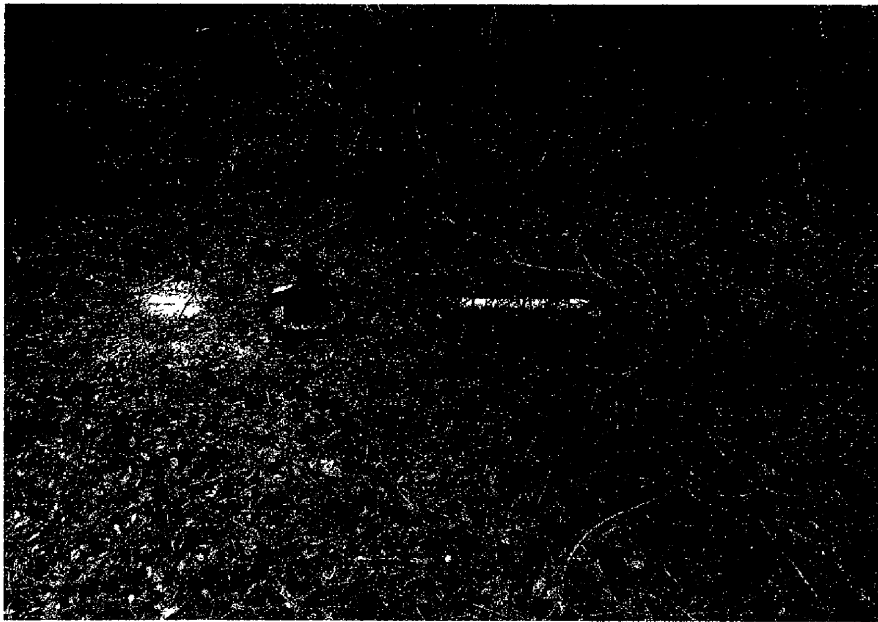
This well has a diameter of 6 inches with a total depth of 45 feet. The SWFWMD water use permit allows a peak monthly and annual average withdrawals of 21,000 gpd and 14,000 gpd, respectively. The well is equipped with a 2-inch submersible pump with a capacity ranging between 50-70 gpm.

Well No. 4

This well has a diameter of 4 inches with a total depth of 39 feet. The SWFWMD water use permit allows a peak monthly and annual average withdrawals of 16,000 gpd and 11,000 gpd, respectively. The well is equipped with a 2-inch submersible pump with a capacity ranging between 50-70 gpm.

Well No. 5 (Standby)

This well has a diameter of 6 inches with unknown depth. The SWFWMD water use permit allows a peak monthly and annual average withdrawals of 43,000 gpd and 29,000 gpd, respectively. The well is currently not in use.



Well No. 5 at the Anclote Water System that is not in use

3.0 EXISTING WATER SYSTEM EVALUATION

3.1 Permitting and Compliance Background

Rule 62-555 of the Florida Administrative Code, which is pertinent to the regulations of public water systems has been recently revised effective August 28, 2003, requiring certain upgrades to public water systems. As a result, the Utility received a notification letter from the FDEP in January 2004, requesting a response within thirty days of the date of the letter. The letter also requested that that Utility submits a proposal outlining the steps to be taken, including a schedule for all corrective actions, to bring the Utility into compliance with all applicable requirements of the revised Rule.

Consequently, initial assessments of the water systems at Anclote and Westwood Villages have been recently performed by U.S. Water to evaluate each system based on the new revisions to Rule 62-555, F.A.C. The purpose of the assessment was also to determine the cause(s) of water losses through the water distribution systems followed by recommendations for certain corrective actions to remedy the problems and bring the water systems into compliance with all applicable rules and regulations.

Further investigations by U.S. Water have also lead to discovering at least one section of a 6-inch water main located on the adjacent private property of the Gulfwinds Development. Accordingly, Gulfwinds Development has indicated the desire to relocate the referenced water main to accommodate the new development layout.

The Anclote Water System is also within the vicinity of an existing Superfund Waste Cleanup site located at 877 Anclote Road in Tarpon Springs, approximately ½ mile south of the Pinellas/Pasco County line, west of Alternate 19 as shown on the attached site map under Appendix F. The site is known as Stauffer Management Company which is currently in the process of conducting a long-term mitigation of phosphorus and other potentially hazardous materials. The Anclote Water System, as indicated on the attached site maps, is located outside

the primary Stauffer Vulnerability Zone. The water quality from the existing wells at Anclote Water System has not shown any signs of adverse water quality impacts as demonstrated by the continuous water quality monitoring for the past 40 years. However, Well No. 4 has shown elevated levels of TDS and chlorides in the past which are mainly attributed to the depth of the well. To meet the drinking water quality standards, water from this well is blended with water from the other wells prior to the point of entry to the water distribution system

Our findings after these assessments along with certain recommended corrective actions are summarized below.

4.0 ISSUES AND RECOMMENDATIONS

4.1 High Degree of Unaccounted-for Water

Public water supply utilities that are located in Water Use Caution Areas are required by the SWFWMD to perform periodic water audits to ascertain that the total amount of the unaccounted-for water does not exceed 12% of the total withdrawal amounts. Water Auditing is performed in accordance with the guidelines given in the American Water Works Association's (AWWA) Manual-36, entitled Water Audits and Leak Detection.

Based on the most recent well withdrawal flow data and the total amounts of water sold, the average of the total amount of water that is unaccounted-for through the water distribution system is about 30%. This amount continues to decrease as shown by the trends on the figures under Appendix C. However, this percentage is considered high in comparison with the maximum allowable rate of 12%. It is apparent that the remedial measures that were undertaken in the past, including water meter replacement, have contributed partially to the reduction of the total amounts of unaccounted-for water. However, additional testing and corrective actions still need to be performed to bring the water losses to acceptable levels and also to bring the Utility into compliance with the new rule requirements.

With that said, it has become strategic and prudent for Holiday Utility Company, Inc., to pursue and consider an effective and permanent solution to this problem for years to come. As mentioned above, pumpage data from the wells as compared to the amounts sold to the customers, indicated that large and variable amounts of water are not accounted for between the well meters and the service meters. One possible explanation of the variability is attributed to the number of days in the Utility billing cycle which fluctuates from time to time. The initial tests of the water distribution systems, which included verification of the accuracy of the meters at the wells, meter identification and system leak survey, have revealed that significant amounts of water were unaccounted-for and had been lost and continues to be lost. We have determined the cause of these losses to be the following:

- Faulty non-functional water meters.
- Unmetered water use, i.e., theft of service.
- Leaks in water distribution system piping.
- Lack of proper monthly monitoring of water meters. Some of the water meters at certain residences were not properly located in the past and, as such, they were never read for water volume recording purposes.

All of the water mains were physically walked by U.S. Water personnel and a significant number of leaks were located and repaired. Most leaks were observed on the water mains and main valves. The well meters were checked and verified for accuracy. One of the well meters at Anclote Water System was replaced and another was repaired. Currently, all of the well meters are recording the correct volumes of water.

Since the proactive maintenance program was initiated six months ago, more than 50 water meters have been replaced. It is our estimation that many of the existing meters have in excess of 1,000,000 gallons of totalized registration and are most likely contributing to the amounts of unaccounted-for water due to under registration of consumption. Per the AWWA standards, the useful life of a residential water meter is considered to be 1,000,000 gallons or 10 years, whichever come first.

Following these findings, based on recommendations by U.S. Water, the following additional remedial measures are recommended:

- All residential water meters recording zero flow should be replaced.
- All residential water meters that have total accumulated readings of 1,000,000 gallons or greater should be replaced.
- Continue aggressive efforts to repair all leaks as soon as discovered.
- Continue to investigate water theft and prosecute when theft is discovered.
- Continue to locate buried water meters.

The cost estimate to perform the above-noted tasks is expected to be \$23,345.00 as shown in the attached spreadsheet under Appendix G.

4.2 Existing Westwood Water System

Based on our evaluation of the existing water system, we have determined that it currently does not meet the acceptable levels of service to the Utility and also does not meet the new requirements per Rule 62-555, F.A.C. Therefore, to bring the system into compliance, the following upgrades and improvements are recommended:

- Additional back-up well(s) need to be added. This can be possibly accomplished by the use of some of the existing wells on the same property or by the construction of a new well. In either case, coordination with the property owner will be needed and once an agreement is reached, Holiday Utility will submit an application to the SWFWMD to revise the existing permit to add new wells.
- The existing well house needs to be rehabilitated including installation of a new roof, painting, perimeter security control, and lighting.
- The 10-foot access easement road needs to be cleared for vehicle access and chemical delivery.

- Rehabilitate the existing 6-inch interconnection with Pasco County system to allow for emergency fire protection. The rehabilitation should include the addition of a pressure regulating sustaining valve.
- Construct a new 6-foot high chainlink fence around the water supply system to protect it from vandalism and to provide the necessary security protection.
- Perform watermain valve location program. This is needed to minimize customer inconveniences when maintenance is performed on water mains.
- Under the revised Rule 62-550, F.A.C., the Drinking Water Quality Standards for the disinfection byproducts, trihalomethanes (THM's) and haloacetic acids (HAA's), have been lowered to 80 ug/l and 60 ug/l, respectively. Since the system is going to be consecutive to Pasco County water system, which uses chloramination, it would be mandatory for the Utility to switch to chloramination as required by the FDEP.
- Perform engineering inspection and certification of the existing hydropneumatic tank and conduct any necessary maintenance such as recoating the interior surfaces of the tanks.
- Recommend abandonment of the wells that are contiguous to the existing well and which can not be utilized for water supply production.

An itemized list of the proposed modifications along with their respective cost estimates are provided in the spreadsheet under Appendix G. The total estimated cost for the project is \$132,250.00.

4.3 Existing Anclote Water System

Based on our evaluation of the system, we have determined that it currently does not meet the acceptable levels of service to the Utility and also does not meet the new requirements per Rule 62-555, F.A.C. Therefore, to bring the system into compliance with all applicable rules and regulations, the following upgrades and improvements are recommended:

- The City of Tarpon Springs has agreed to interconnect the Anclote water system with their water system through the City's 12-inch water main along Anclote Boulevard. This proposed interconnection is highly recommended and will provide the Anclote Water System with additional redundancy for water supply needs.
- Anclote Water System has existing fire hydrants but are unable to provide the required fire flow and pressure. As such, the proposed interconnection with the City of Tarpon Springs will be able to provide the minimum fire flow requirements until permanent water storage and pumping facilities are built. It will also relieve the Utility from providing an auxiliary power supply source.
- Under the revised Rule 62-550, F.A.C., the Drinking Water Quality Standards for the disinfection byproducts, trihalomethanes (THM's) and haloacetic acids (HAA's), have been lowered to 80 ug/l and 60 ug/l, respectively. Since the system is going to be consecutive to the City of Tarpon Spings water system, which uses chloramination, it would be mandatory for Holiday Utility to switch to chloramination as required by the FDEP.
- Make all necessary repairs to Well #5 and return it to service.
- Perform all necessary improvement to the existing fence surrounding the facility and improve the lighting and security measures for the system.
- Perform engineering inspection and certification of the existing hydropneumatic tank and conduct any necessary maintenance such as recoating the interior surfaces of the tanks.
- Perform watermain valve location program. This is needed to minimize customer inconveniences when maintenance is performed on water mains.

An itemized list of the proposed modifications along with their respective cost estimates are provided in the spreadsheet under Appendix G. The total estimated cost for the project is approximately \$116,725.00.

4.4 Gulfwinds Development – Phase I

The proposed Gulfwinds Development is an area located within the limits of the water service area of Holiday Utility. See attached maps for more details and clarifications on the location and boundaries of the new Development. The Development has already been granted all necessary zoning and environmental permits to proceed with the project. Holiday Utility has also entered into a developer service agreement to provide water for this development (copy attached). Under this agreement, the water distribution component and piping system will be constructed by the Development and subsequently it will be contributed to Holiday Utility along with all appropriate utility easements. In addition, a portion of the required improvements to the Anclote Water System will be contributed by the Development by the way of cash contributions and/or physical construction improvements.

Under this Phase, a total of 267 residential units will be built in addition to a public school. Based on an average consumption rate of 250 gallons per unit, the development will need to be supplied with an average of 70,000 gallons per day. The new school will also need an additional flow of approximately 8,000 gallons per day. As such, the total water demand needed for Phase I Development will be approximately 78,000 gallons per day. The Anclote Water System is only permitted to produce an annual average flow of 54,000 gpd. Therefore, in order to provide this additional flow, the following improvements and upgrades to the water system are recommended:

- The City of Tarpon Springs has agreed to interconnect the Anclote water system with their water system through the City's 12-inch water main along Anclote Boulevard. This proposed interconnection is highly recommended and will provide the Anclote Water System with the additional redundancy requirements for water supply sources until additional water supply sources are available.
- Prepare and submit a permit application to the SWFWMD to add two additional wells in order to provide the water system with the required increase in water demand.

- Following approval of the new additional wells, prepare new design improvements to the existing water system, including adequate storage and pumping equipment, to meet maximum water demand and minimum fire flow requirements. The permit application will be submitted to the FDEP.
- Upon completion of the design and permitting phase, implement all of the approved design upgrades to bring the system to an acceptable level of service which would meet the new FDEP requirements. By pursuing this project, Holiday Utility will be able to be self-sufficient on water supply needs which would result in a better control and a higher degree of rate stability.

An itemized list of the proposed modifications along with their respective cost estimates are provided in the spreadsheet under Appendix G. The total estimated cost for the project is approximately \$310,507.05.

4.5 Mickler Development – Phase II

This proposed development is still in the planning stage and it covers an area of more than 800 acres within the limits of the water service area of Holiday Utility. See attached maps for more details and clarifications on the location and boundaries of the new development. The undeveloped areas consist of a combination of wetlands, uplands, ditches and surface water impoundments. Prior to developing any areas, all necessary zoning and environmental permits have to be secured from all applicable regulatory agencies. Resolving all zoning and permitting issues is expected to take at least 2-5 years.

Under this future development, a total of about 1200 residential units could be built in the existing vacant land to the north of Anclote Village known as Mickler property. The boundaries of the proposed development are depicted on the attached site plans. Based on an average consumption rate of 250 gallons per unit, the development will need to be supplied with an average of 300,000 gallons per day. The Utility has also entered into a developer service agreement (copy attached) to provide water to this future development. Under this agreement, the water distribution component and piping system will be constructed by the Development and

subsequently it will be contributed to Holiday Utility along with all appropriate utility easements. In addition, a portion of the required improvement to the Anclote Water System will be contributed by the Development by the way of cash contributions and/or physical construction improvements.

Therefore, in order to meet this proposed demand, the following improvements and upgrades to the water system are recommended:

- Prepare and submit a permit application to the SWFWMD to add additional wells in order to provide the water system with the required increase in water demand.
- Require the developer to donate land necessary to construct new wells.
- Following approval of the new additional wells, prepare new design upgrades to the existing water system to allow for expansion of the capacity of the system to treat the additional water. The upgrades will include adequate storage to meet maximum water demand and minimum fire flow requirements.
- Upon completion of the design and permitting phase, implement all of the approved design upgrades to bring the system to an acceptable level of service which would meet the new FDEP requirements. By pursuing this project, Holiday Utility will be able to be self-sufficient on water supply needs which would result in a better control and a higher degree of stability of water rates.
- Investigate the possibility of providing on-site wastewater treatment as another alternative for wastewater disposal beside the option of hook-up into the City of Tarpon Springs' wastewater collection system.
- Perform an engineering feasibility study for establishing alternative drinking water supply sources through the use of alternative water treatment systems such as reverse osmosis.

- In order to decrease the potable water demand, we recommend the reuse of reclaimed water for irrigation purposes. The developer should be required to install all necessary reuse infrastructure at the time of construction.

5.0 General Recommendations

Also, the following water conservation policies are recommended:

A. Full compliance with Pasco County Emergency Ordinance No. 01-016 regarding water use in Pasco County. The ordinance limits lawn watering times during the week to only one day per week to conserve water.

B. Conservation Devices - In designing any building for which a building permit is required, the owner, architect or developer shall include the following water conservation devices in any plans submitted for approval and permitting:

- Slope control devices
- Reduced flow showerheads
- Reduced water use appliances, where feasible

In addition, any such owner, developer or architect shall utilize only those heating and cooling systems which are designed to minimize water usage. Ornamental water features such as exterior fountains and reflection pools shall be permitted only if they re-circulate water.

C. Shallow Wells – No private shallow well shall be approved by the utility which may adversely affect or promote salt water intrusion of utility-owned potable water wells.

D. Catch Basins – The developers of proposed residential, industrial and commercial projects shall design catchment basins for use, where feasible, for the storage of rainwater for later use in irrigation. The design and use of such catchment basins shall conform to all applicable local, state, and federal regulations.

E. Xeriscaping – Any new or re-landscaped utility owner property shall incorporate a landscape plan which utilizes the concept of xeriscaping.

F. Prohibition – We recommend the use of low volume irrigation equipment. The installation of any automatic sprinkling system which is not equipped with moisture sensors or other devices designed to keep the sprinkling system from operating during periods of rain or high water content in the soil, shall be prohibited.

G. Recommend the use of an inverted block rate structure which penalizes high-usage customers.

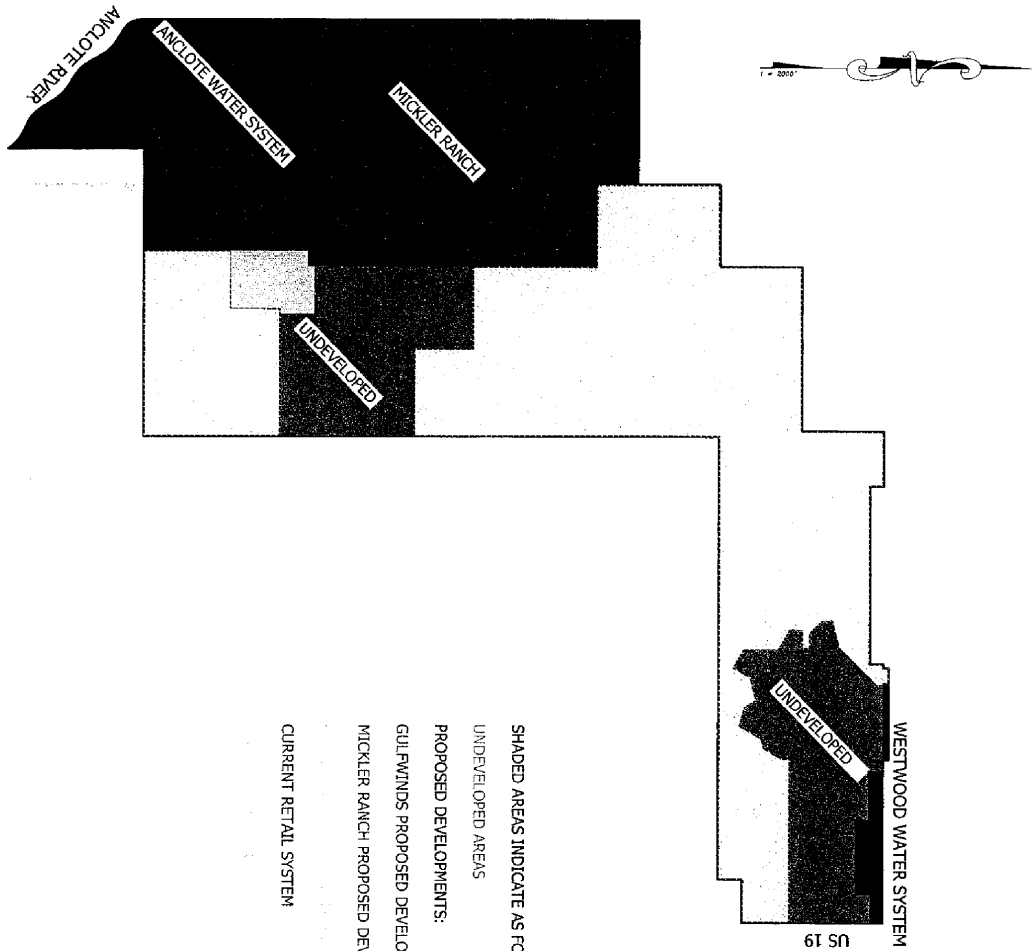
6.0 FUNDING SOURCES

At this time, we recommend that the Utility explores several options for funding the above-mentioned upgrades and expansions to the water systems to minimize any significant impact on the water rates. Some of the funding options that are recommended include the following:

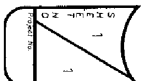
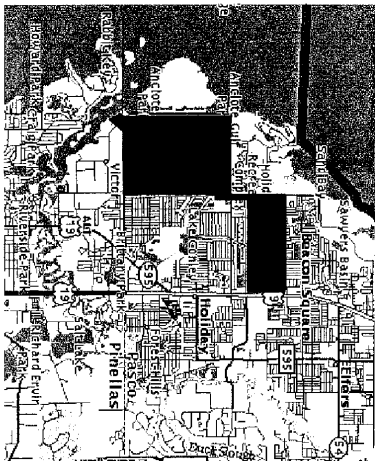
- Grants and low interest loans from the FDEP and SWFWMD as part of the Clean Water Act State Revolving Fund.
- Apply for loans from commercial lending institutions.
- Cash contributions by the developers for water systems upgrades.
- Contributions by the developers through the construction of water system components such as the transmission and distribution lines.
- Cash contributions by investors and/or system owner(s).
- A combination of all of the above options.

Appendix A

Boundary Maps



SHADED AREAS INDICATE AS FOLLOWS:
 UNDEVELOPED AREAS
 PROPOSED DEVELOPMENTS:
 GULFWINDS PROPOSED DEVELOPMENT (PHASE I)
 MICKLER RANCH PROPOSED DEVELOPMENT (PHASE II)
 CURRENT RETAIL SYSTEM



U.S. Water
 Services Corporation
 4821 U.S. HIGHWAY 19, SUITE 2
 NEW FORT RICHEY, FL 34652
 (727) 848-8292 (727) 848-7701

HOLIDAY UTILITY COMPANY, INC.
 HOLIDAY UTILITY WATER SERVICE AREA
 OVERALL HOLIDAY UTILITY SERVICE AREA
 PASCO COUNTY, FLORIDA

ENGINEERING	
Designed By: M.K.	Date: 1/28/04
Drawn By: C.S.	Scale: 1"=200'
Checked By: M.K.	Revision No:

REVISIONS	
No.	Description

Appendix B

Utility Service Area Boundary Description

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, FOR A POINT OF COMMENCEMENT; THENCE RUN NORTH ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 1,320 FEET MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 880 FEET MORE OR LESS TO THE WEST BOUNDARY OF BEACON SQUARE UNIT 13-B AS RECORDED IN PLAT BOOK 9, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST BOUNDARY, A DISTANCE OF 220 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1696 OF SAID UNIT 13-B; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID UNIT 13-B AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 13-A, AS RECORDED IN PLAT BOOK 9, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 12 AS RECORDED IN PLAT BOOK 9M PAGE 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,864.48 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1467 OF SAID UNIT 12; THENCE NORTH A DISTANCE OF 220 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1450 OF SAID UNIT 12; THENCE EAST, A DISTANCE OF 62.75 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1225 OF BEACON SQUARE UNIT 10-A AS RECORDED IN PLAT BOOK 9, PAGES 63 AND 64 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH A DISTANCE OF 85 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1225; THENCE EAST A DISTANCE OF 250.74 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1229 OF BEACON SQUARE UNIT 11-A AS RECORDED IN PLAT BOOK 9 PAGE 73 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH A DISTANCE OF 85.51 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 40 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1229; THENCE NORTH A DISTANCE OF 85.72 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 1,188.80 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1247 OF SAID UNIT 11-A; THENCE SOUTH A DISTANCE OF 92.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT 1247; THENCE EAST ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 139 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1 AS RECORDED IN PLAT BOOK 8, PAGE 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1-A AS RECORDED IN PLAT BOOK 8, PAGE 112 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,631.97 FEET, MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, TO A POINT OF BEGINING; THENCE SOUTH ALONG THE WESERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED,

A DISTANCE OF 1,493 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A FLORIDA POWER COMPANY CORPORATION EASEMENT AS RECORDED IN SUB PLAT BOOK 1, PAGES 69 AND 70 RECORDED IN PASCO COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID FLORIDA POWER COMPANY EASEMENT, A DISTANCE OF 2,355 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 17 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'0"W ALONG THE NORTH BOUNDARY OF SAID LOT 17, LOT 16 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LOT 15 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA A DISTANCE OF 154.06 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE S60°00'00"W ALONG THE NORTH BOUNDARIES OF LOTS 15 THROUGH 13 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA A DISTANCE OF 220 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE S30°00'00"W ALONG THE NORTH BOUNDARIES OF LOTS 12 THROUGH 7, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 415 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S75°00'00"W A DISTANCE OF 160.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 6 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'00"W A DISTANCE OF 400.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT A OF AMBLEWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 25, PAGE 78 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N75°00'00"W A DISTANCE OF 310.00 FEET, MORE OR LESS, TO THE NORTH CORNER OF SAID LOT A; THENCE N30°00'00"W, A DISTANCE OF 220.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 6 OF AMBLEWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 25, PAGE 78 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S75°00'00"W, A DISTANCE OF 390.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 10 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'00"W, A DISTANCE OF 310.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT D OF AMBLEWOOD OF GULFTRACE, AS RECORDED IN PLAT BOOK 25, PAGE 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N60°00'00"W, A DISTANCE OF 330.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 17 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF LOTS 19-23, AND 25-26, A DISTANCE OF 560.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 26 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N60°00'00"W, A DISTANCE OF 360.00 FEET, MORE OR LESS, TO THE NORTH CORNER

OF LOT 30 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°27'46"E, A DISTANCE OF 186.78 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF LOT 21 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLOIRDA; THENCE S89°32'14"E, A DISTANCE OF 290.54 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT B OF GLENWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE BOUNDARY OF SAID TRACT B, A DISTANCE OF 146.50 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID TRACT B, A DISTANCE OF 250.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 21 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N45°00'00"W, A DISTANCE OF 270.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 25 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 25, A DISTANCE OF 150.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 27 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N75°00'00"E, A DISTANCE OF 450.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 38 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N44°34'10"E, A DISTANCE OF 854.46 FEET, MORE OR LESS, TO THE EAST CORNER OF LOT 45 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID LOT 45, A DISTANCE OF 99.90 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 45 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH BOUNDARY OF LOT 1229 OF BEACON SQUARE UNIT 11-A AS RECORDED IN PLAT BOOK 9, PAGE 73 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 4.73 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1229; THENCE NORTH A DISTANCE OF 85.72 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 1,188.80 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1247 OF SAID UNIT 11-A; THENCE SOUTH A DISTANCE OF 92.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT 1247; THENCE EAST ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 139 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1 AS RECORDED IN PLAT BOOK 8, PAGE 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1-A AS RECORDED IN PLAT BOOK 8, PAGE 112 OF THE PUBLIC RECORDS OF

PASCO COUNTY, FLORIDA, A DISTANCE OF 2,631.97 FEET, MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, TO A POINT OF BEGINING; THENCE SOUTH ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2,268 FEET, MORE OR LESS, TO A POINT 380 FEET, MORE OR LESS, NORTH OF THE INTERSECTION OF SAID RIGHT-OF-WAY WITH SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE WEST A DISTANCE OF 700 FEET, MORE OR LESS TO POINT OF 380 FEET, MORE OR LESS, NORTH AND 530, MORE OR LESS, EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH A DISTANCE OF 380 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 530 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 30, A DISTANCE OF 1,320 FEET, MORE OF LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 5,280 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 15 EAST, AND THE EAST LINE OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 7,016 FEET, MORE OR LESS TO THE NORTH EAST CORNER OF HOLIDAY LAKES WEST UNIT ONE AS RECORDED IN PLAT BOOK 26, PAGES 17 THROUGH 19 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°54'27"W ALONG THE NORTH BOUNDARY OF HOLIDAY LAKES WEST UNIT ONE AS RECORDED IN PLAT BOOK 23, PAGES 17 THROUGH 19, AND HOLIDAY LAKES WEST UNIT TWO AS RECORDED IN PLAT BOOK 23, PAGES 97 AND 98, A DISTANCE OF 1,984 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID HOLIDAY LAKES UNIT TWO; THENCE S00°19'59"W ALONG THE WEST BOUNDARY OF SAID HOLIDAY LAKES WEST UNIT 2, A DISTANCE OF 799.98 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF HOLIDAY LAKES UNIT FOUR, AS RECORDED IN PLAT BOOK 25, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF PASCO COUNTY; THENCE S89°54'27"W ALONG THE NORTH BOUNDARY OF SAID HOLIDAY LAKES WEST UNIT FOUR, A DISTANCE OF 946 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID HOLIDAY LAKES WEST UNIT 4; THENCE S00°09'54"W, ALONG THE EAST BOUNDARY OF SAID HOLIDAY LAKES UNIT FOUR, A DISTANCE OF 1,424.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 A DISTANCE OF 1693.59 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF TRACT 22 OF TAMPA TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY OF WHICH PINELLAS COUNTY FORMELY WAS A PART; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 22 AND ITS SOUTHERLY EXTENSION THEREOF, A DISTANCE

OF 2,165 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE NORTH BANK OF THE ANCLOTE RIVER; THENCE MEANDER IN A NORTHWESTERLY DIRECTION ALONG THE SAID MEAN HIGH WATER LINE, A DISTANCE OF 3,590 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PROPERTY OWNED BY THE FLORIDA POWER CORPORATION, AS DESCRIBED IN THE FINAL JUDGEMENT OF CIVIL CIRCUIT NO. 2015 DATED FEBRUARY 23, 1971 AND RECORDED FEBRUARY 23, 1971 IN OFFICIAL RECORD BOOK NO. 531, PAGE 31, AS CLERKS INSTRUMENT NO. 263921 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER COMPANY PROPERTY, A DISTANCE OF 7,950 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE EAST A DISTANCE OF 1320 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE EAST A DISTANCE OF 1,320 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26, TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE EAST A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE CENTER SECTION CORNER OF SAID SECTION 26; THENCE SOUTH A DISTANCE OF 2,640 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 2,640 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 3100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 35, AND THE EAST LINE OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 8380 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT

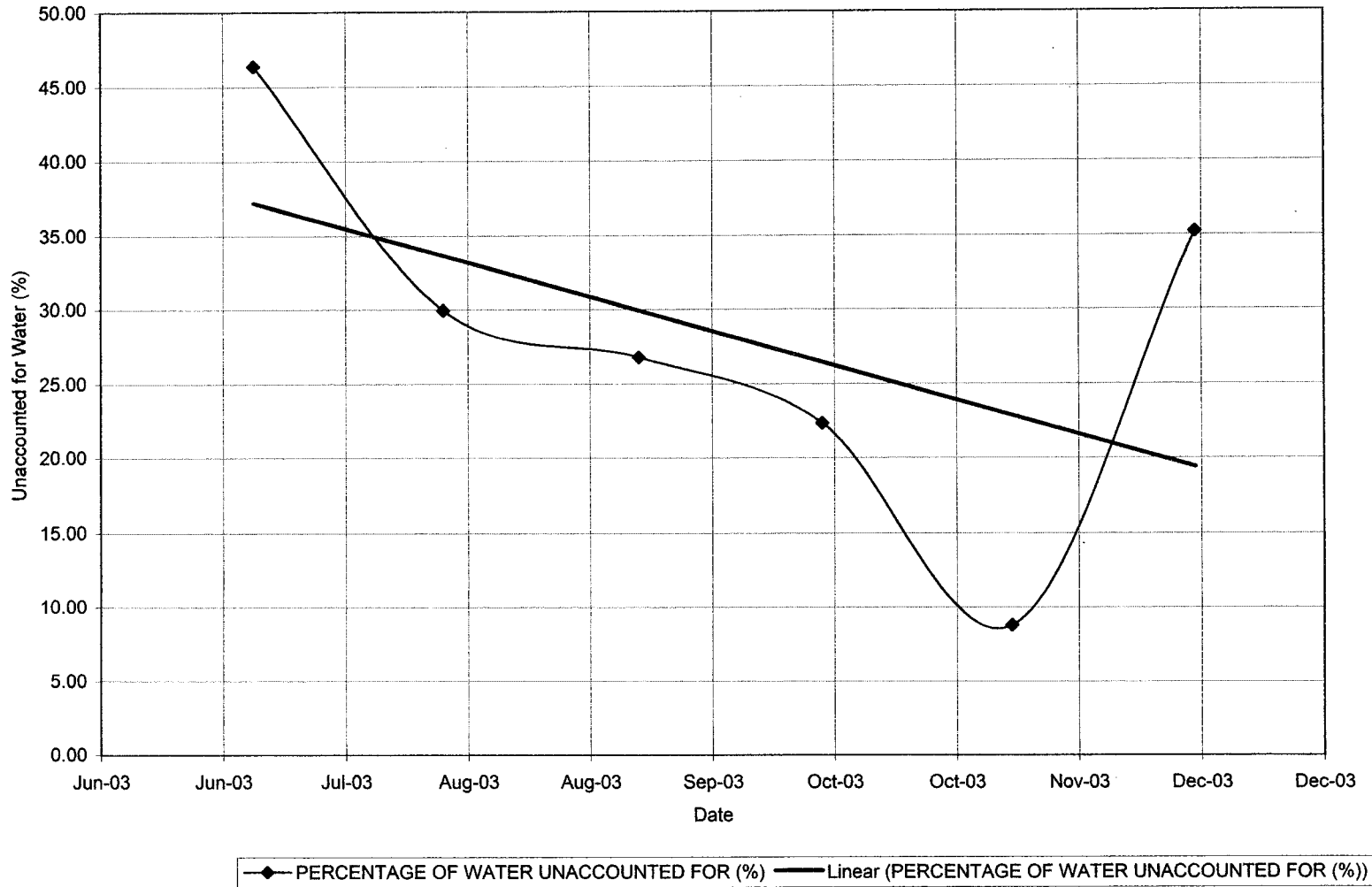
Appendix C

Summary of Groundwater Withdrawal Data

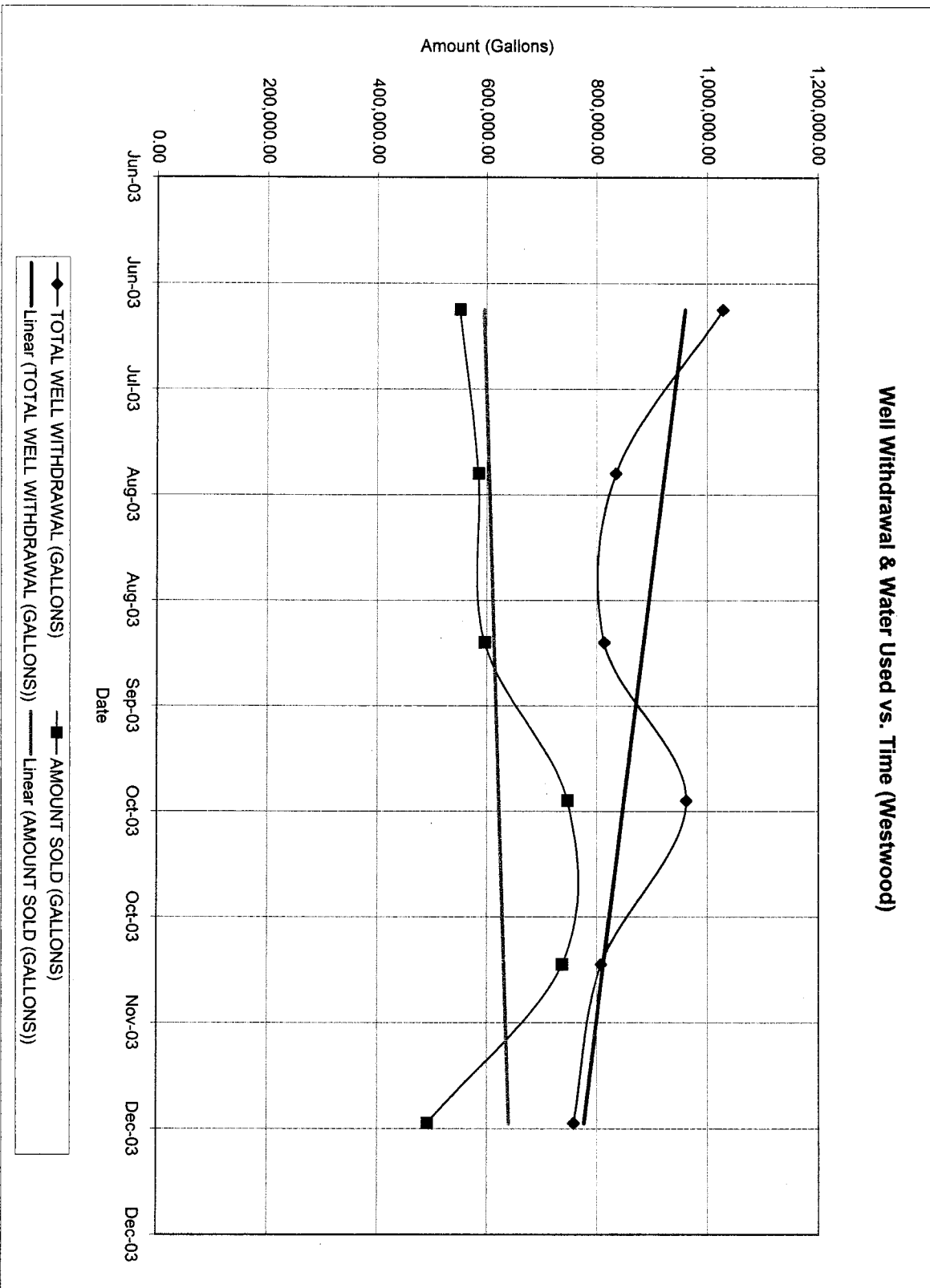
**Summary of Total Monthly Water Withdrawal and Consumption
Westwood Water System**

MONTH	TOTAL WELL WITHDRAWAL (GALLONS)	AMOUNT SOLD (GALLONS)	AMOUNT UNACCOUNTED FOR (GALLONS)	PERCENTAGE OF WATER UNACCOUNTED FOR (%)
Jul-03	1,028,000.00	551,000.00	477,000.00	46.40
Aug-03	835,000.00	585,000.00	250,000.00	29.94
Sep-03	814,000.00	596,000.00	218,000.00	26.78
Oct-03	962,000.00	747,000.00	215,000.00	22.35
Nov-03	808,000.00	737,000.00	71,000.00	8.79
Dec-03	758,000.00	491,000.00	267,000.00	35.22
		Average:	249,666.67	28.25

WATER UNACCOUNTED vs. Time (Westwood)



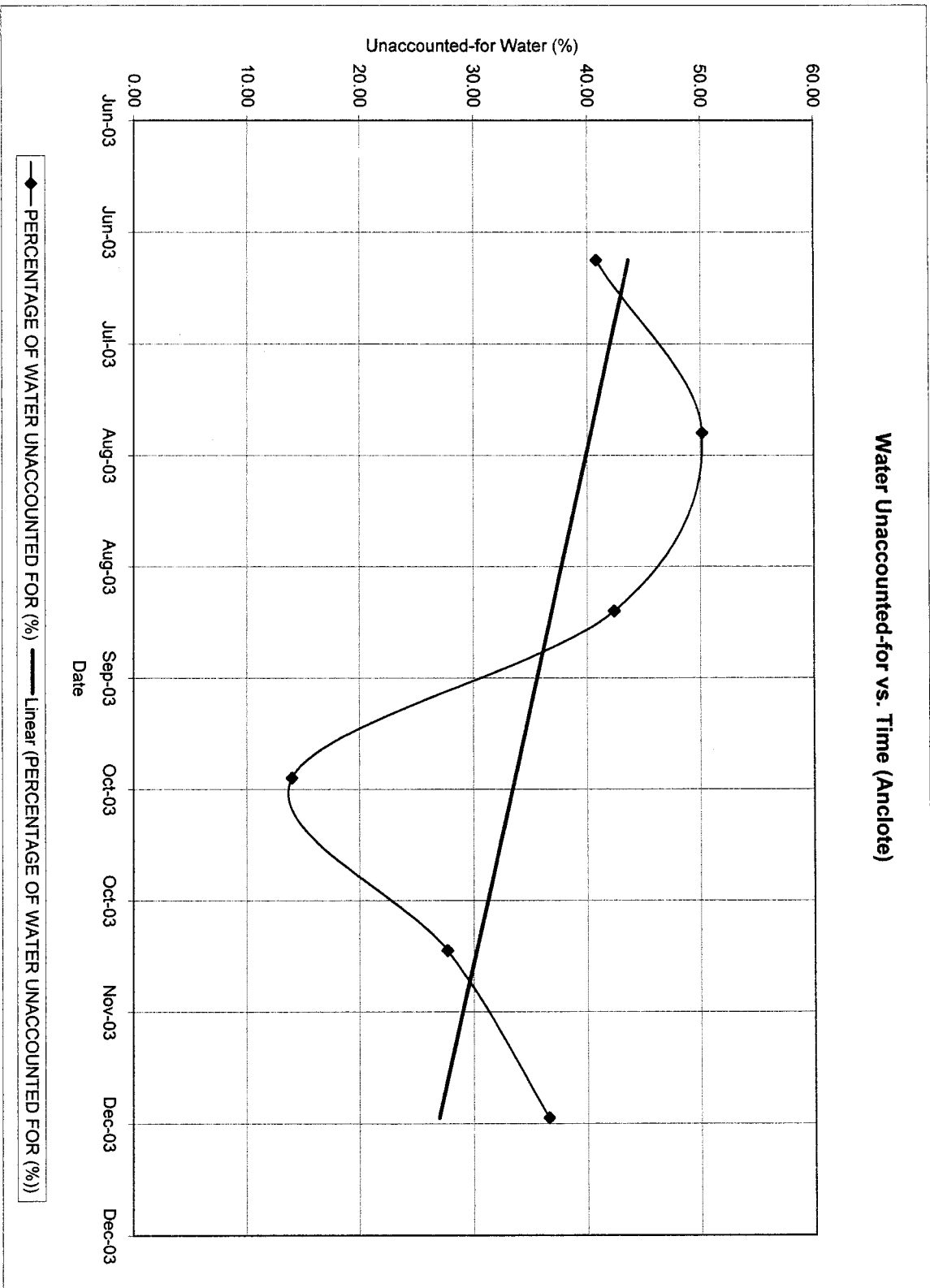
Well Withdrawal & Water Used vs. Time (Westwood)



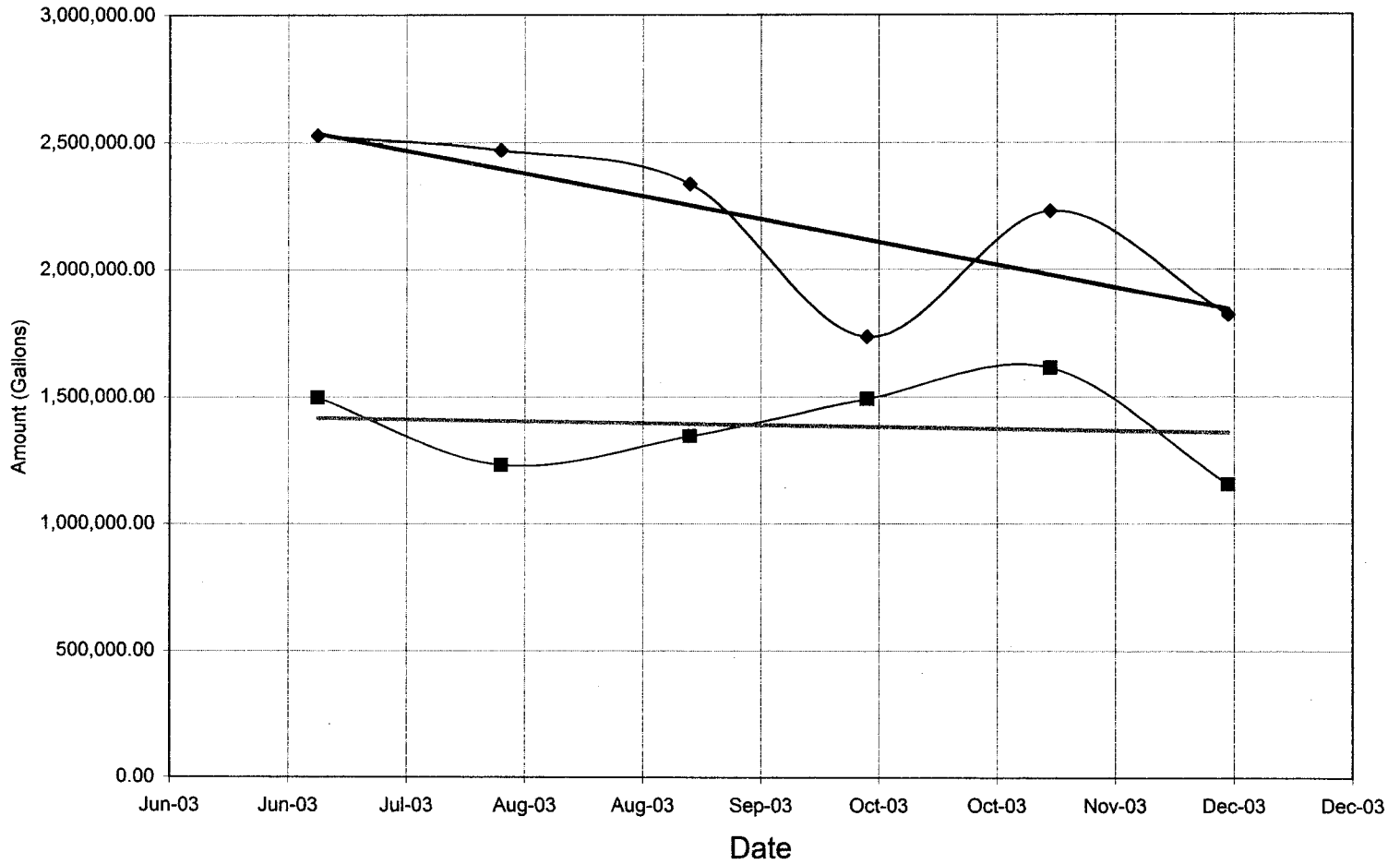
**Summary of Total Monthly Water Withdrawal and Consumption
Anclote Water System**

MONTH	TOTAL WELL WITHDRAWAL (GALLONS)	AMOUNT SOLD (GALLONS)	AMOUNT UNACCOUNTED FOR (GALLONS)	PERCENTAGE OF WATER UNACCOUNTED FOR (%)
Jul-03	2,528,000.00	1,496,000.00	1,032,000.00	40.82
Aug-03	2,470,000.00	1,231,000.00	1,239,000.00	50.16
Sep-03	2,337,000.00	1,346,000.00	991,000.00	42.40
Oct-03	1,735,000.00	1,492,000.00	243,000.00	14.01
Nov-03	2,230,000.00	1,612,000.00	618,000.00	27.71
Dec-03	1,821,000.00	1,155,000.00	666,000.00	36.57
Average:			798,166.67	35.28

Water Unaccounted-for vs. Time (Anclote)



Well Withdrawal & Water Used vs. Time (Anclote)

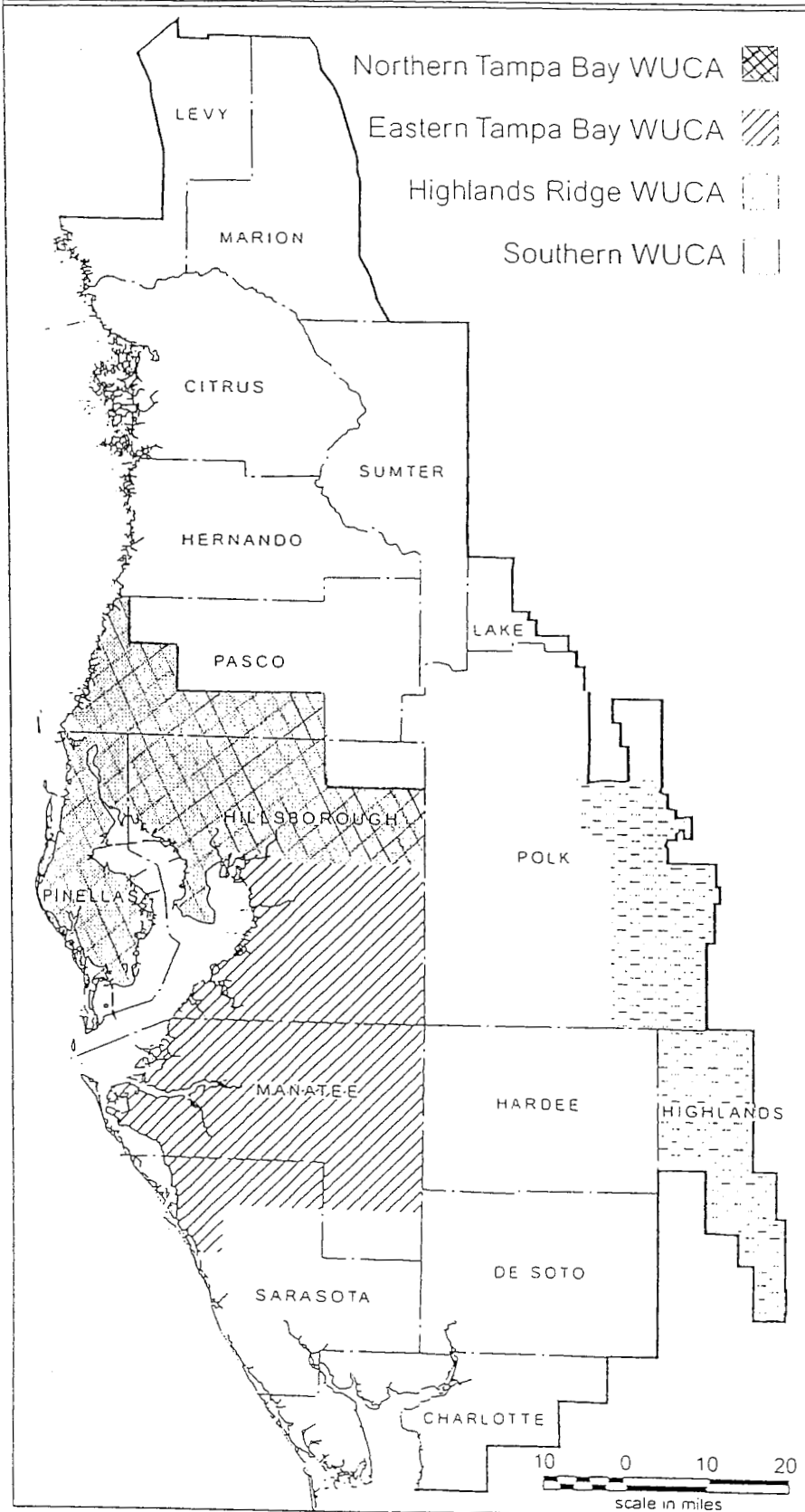


◆ TOTAL WELL WITHDRAWAL (GALLONS) ■ AMOUNT SOLD (GALLONS)
— Linear (TOTAL WELL WITHDRAWAL (GALLONS)) — Linear (AMOUNT SOLD (GALLONS))

Appendix D

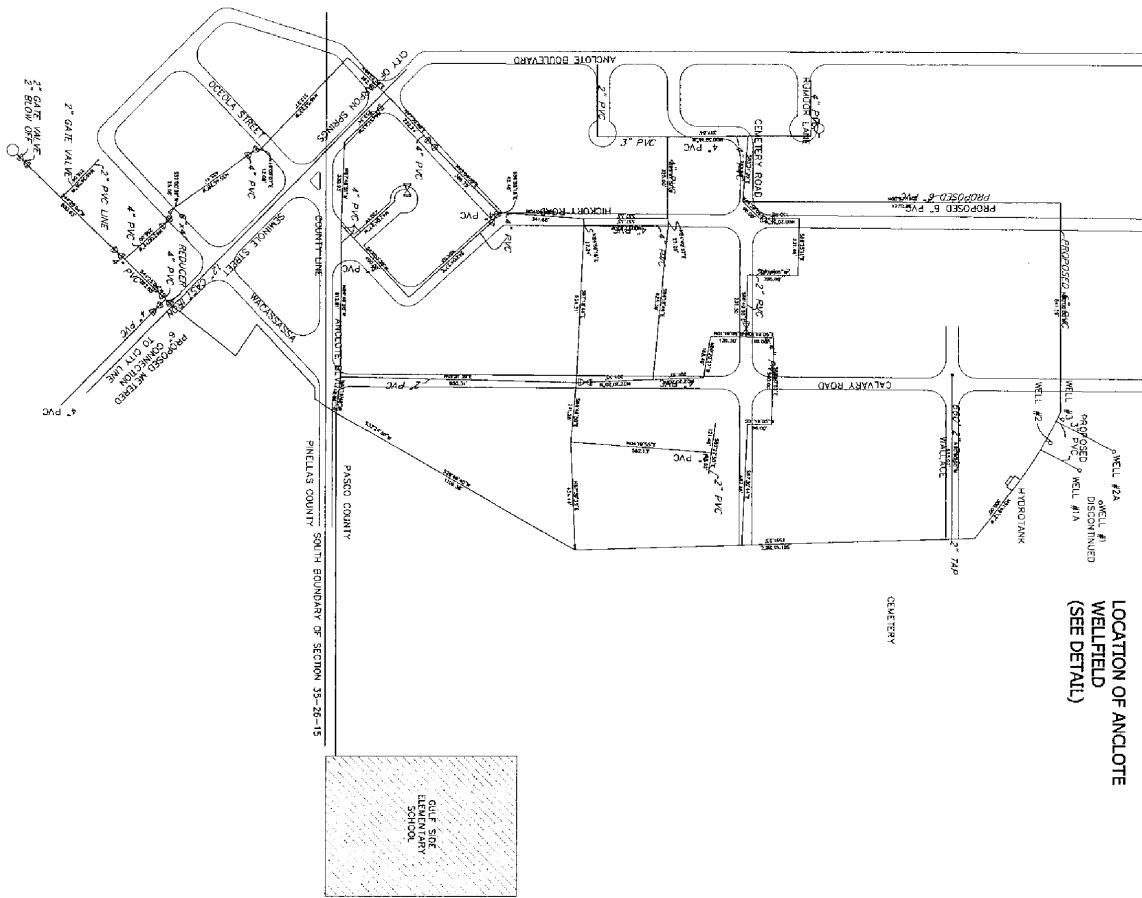
Water Use Caution Area Boundaries

Figure 1. Water Use Caution Areas (WUCAs) within the Southwest Florida Water Management District.

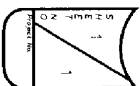


Appendix E

Anclote Water System



LOCATION OF ANCLOTE
WELLFIELD
(SEE DETAIL)



U.S. Water
Services Corporation

4821 U.S. HIGHWAY 19, SUITE 2
NEW PORT RICHEY, FL 34652
(727) 848-8292 (727) 848-7701

HOLIDAY UTILITY COMPANY, INC.
EXISTING WATER DISTRIBUTION SYSTEM
ANCLOTE WATER SYSTEM
PASCO COUNTY, FLORIDA

ENGINEERING	
Prepared By: M.K.	Date: 1/29/24
Drawn By: C.E.	Scale: 1"=500'
Checked By: M.K.	Revision No.

Appendix F

Stauffer Management Facility

POTENTIAL VULNERABILITY ZONE

CITIZEN INFORMATION & PROTECTION PLAN

FOR

STAUFFER MANAGEMENT FACILITY

Stauffer Management Company is in the process of conducting a long term mitigation project (cleaning up) of phosphorus and other potentially hazardous materials which remain at the site of their old chemical facility at 877 Anclote Road in Tarpon Springs, FL. The site is approximately 1/2 mile south of the Pinellas/Pasco County line, west of Alternate 19 (See Map).

The current effort consists of removing about 25,000 gallons of phosphorus which is mixed with sand and water. When the phosphorus mixture is loaded on the transfer trucks in United States Department of Transportation (DOT) approved drums, each truck will contain eighty-eight 30 gallon drums. The mixture will be transported to another state for recycling. The United States Environmental Protection Agency is responsible for oversight of the removal process.

According to the DOT Emergency Response Guidebook, phosphorus can be extremely flammable if mishandled, burns rapidly and releases dense white smoke that can be irritating to the skin and respiratory system .

To accomplish the removal safely, a 130-foot by 160-foot enclosure will be constructed over the tanks that contain the phosphorus mixture. This enclosure will have an "air scrubber" which will contain or remove visible smoke from within the structure. Firefighting equipment and a weather station will be maintained on site for safety purposes.

If an accidental release were to occur with potential off site consequences, you will be notified by the continuous sounding [several minutes] of a loud siren which can be heard within approximately one (1) mile of the facility [Primary VZ]. For those beyond the range of the siren [Secondary VZ], law enforcement and fire officials will slowly drive through those areas, where precautions are necessary, sounding their vehicle sirens. If you hear the warning, go/stay inside and tune to AM 1610 on your radio. You will be provided instructions on "protecting yourself indoors" or "evacuation instructions". Most often staying indoors is recommended, since the smoke dissipates rapidly (See Inside).

The siren will be tested periodically. The test will consist of a short duration alarm [around 10 to 20 seconds]. A message indicating that a test is in progress will be played on AM radio 1610.

An information line will be maintained by Stauffer Management Company. The phone number is (813) 944-2697.

WHEN YOU HEAR THE SIREN WHAT ARE THE ACTIONS YOU MIGHT NEED TO TAKE?

IF YOU ARE TOLD TO STAY INDOORS (SHELTER IN PLACE)

You should protect yourself inside your house or some other building. This action will be recommended if there is a short release, a small amount of hazardous material in the air, or if time does not permit evacuation before the arrival of a cloud of toxic vapor. Take these steps to protect yourself.

- Go inside immediately! Stay inside until local officials say you can leave safely
- Monitor 1610 AM on your radio
- Don't forget to bring all pets indoors! This will most likely be for no more than a few hours
- Close all doors and windows.
- Turn off heating, cooling or ventilation systems.
- Seal all gaps under doorways and windows with wet towels and duct tape.
- Resist the impulse to go outdoors and "check things out" before given the "All Clear" by authorities.

PRECAUTIONS YOU SHOULD TAKE WHEN YOU RETURN TO YOUR HOME/BUSINESS

Officials will notify you as to what precautions need to be taken. Depending on the type of chemical, you may need to do the following:

- Open all windows and doors to air out your house.
- Wash all dishes and eating utensils.
- Dispose of any open food, etc
- Vacuum furniture, floors, other items.
- Change air conditioner filters.
- Wash clothes and bedding
- Air out files, copy paper, etc.

EMERGENCY MANAGEMENT TELEPHONE NUMBER'S

Pasco County (813)847-8137
Pinellas County: (813)464-3800

STAUFFER MANAGEMENT INFORMATION LINE

(813)944-2697

IF YOU'RE TOLD TO EVACUATE

You should move to the place/shelter designated by public officials. Listen to 1610 AM on your radio for specific instructions and follow these guidelines

- Stay as calm as you can. If you already know where to go and what to take, that will help. Quickly gather what you and your family will need, unless you are told to leave immediately.
- Turn off lights, heating, cooling and ventilation systems and lock your house
- Use only one vehicle for your family. if possible, offer your neighbors a ride.
- Keep car windows/air vents closed.
- Do not use the air conditioner until you are out of the evacuation area.
- Drive safely. Law enforcement officers will help with traffic control.
- Do not worry about your property while you are away. The area will be secured.
- If you need a ride, ask a neighbor. If you cannot, officials will try to arrange transportation, if possible. Call your County Emergency Management Department in advance if you know you will need assistance.
- Proceed to the designated reception center per the instructions.

YOUR CHILDREN

If your children are in school, officials will take care of them. If students have to evacuate, they will be the first to move. Do not try to call or go to your children's school to pick them up, that could delay their evacuation to a safer area. Teachers and other adults will take them to a designated place or shelter. In some cases, the school may not be at risk to the chemical release. Either way, you will be told by local officials through radio and TV, where to pick up your children.

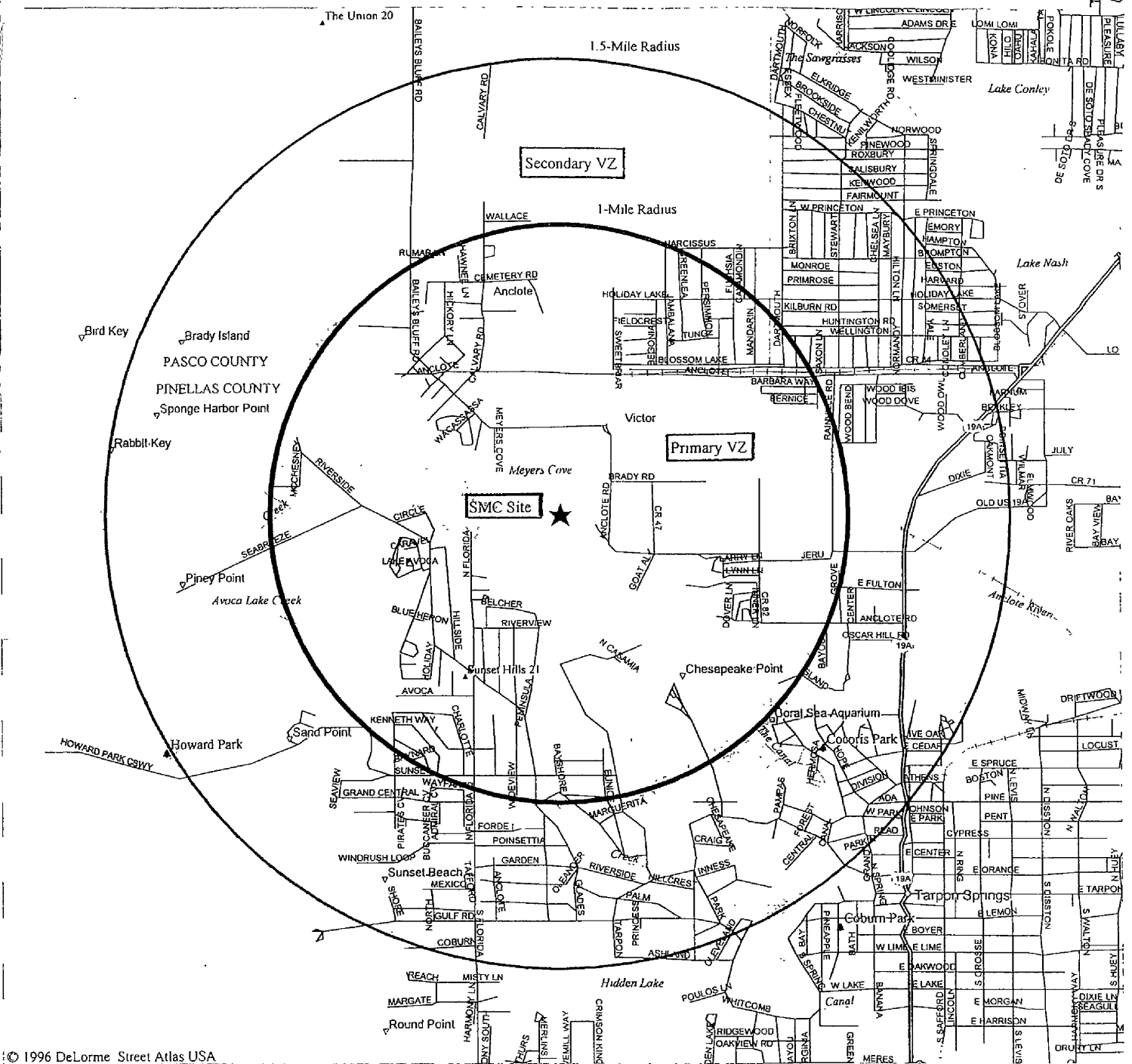
PETS

Pets will not be allowed inside public shelters but take them with you in a hazardous materials evacuation. Provisions can be made for them if you have their carrier, food, leash, collar, tags and medication.

SPECIAL NEEDS

If you have special medical needs, call and register with your county Emergency Management Office, in advance

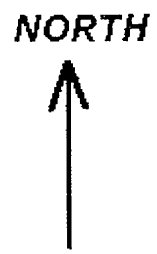
Vulnerability Zones



© 1996 DeLorme Street Atlas USA

Mag 14.00
 Wed Mar 19 08 58 1997
 Scale 1 31,250 (at center)
 2000 Feet
 1000 Meters

- Secondary SR/Road/Hwy Ramp
- US Highway
- Railroad
- Point of Interest
- Summit
- Geographic Feature
- Park/Reservation
- Locale
- City
- County Boundary
- Water
- River/Canal
- Intermittent River



STAUFFER MANAGEMENT FACILITY
FOR
CITIZEN NOTIFICATION PLAN

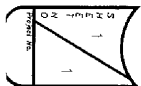
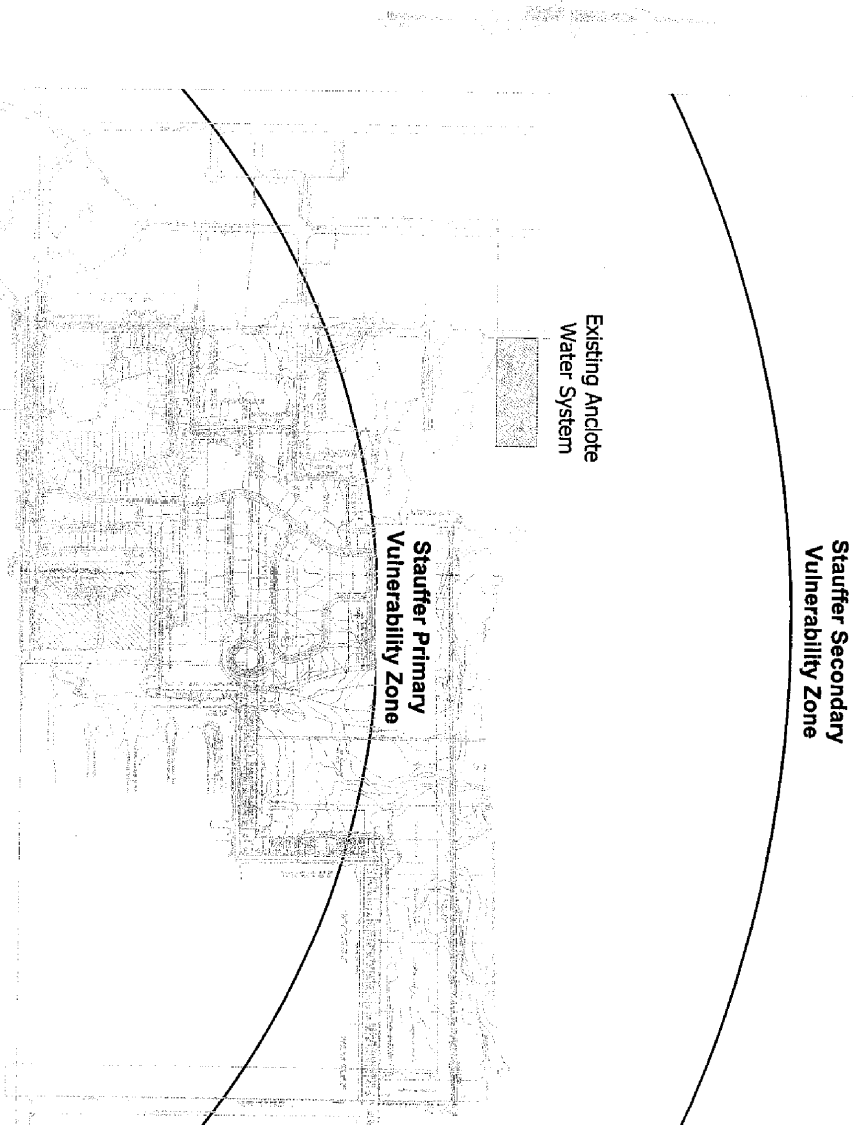
IMPORTANT SAFETY NOTICE
THIS IS NOT A SOLICITATION

Stauffer Management Co.
P.O. Box 1207
Tarpon Springs, FL 34688

BULK RATE
US POSTAGE
PAID
MAIL MARKETING
34622

*****ECRWSS**C021
51
RESIDENT
133 N PINELLAS AVE
TARPON SPRINGS, FL 34689-3417

Information shown hereon is provided by Stauffer Management Facility and is related to the clean up of phosphorus and other potentially hazardous materials.



U.S. Water
Services Corporation

4821 U.S. HIGHWAY 19, SUITE 2
NEW PORT RICHEY, FL 34652
(727) 848-8292 (727) 848-7701

HOLIDAY UTILITY COMPANY, INC.
STAUFFER VULNERABILITY ZONES
ANCLOTE WATER SYSTEM
PASCO COUNTY, FLORIDA

ENGINEERING			
Designer:	A.K.	Date:	1/29/04
Drawn By:	C.K.	Scale:	1"=800'
Checked By:	A.H.	Revision No:	

Appendix G

Preliminary Cost Estimates



**PRELIMINARY ENGINEER'S COST ESTIMATE
HIGH DEGREE OF UNACCOUNTED-FOR WATER**

RECOMMENDED UPGRADES AND IMPROVEMENTS

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL PRICE (\$)	
Water Meters					
1) Replace all residential meters recording zero flow Replace all residential meters recording total accumulated readings of 1,000,000 gallons or more	160-	5/8"x3/4"	EA	65.90	10,600.00
2) Locate burried water meters					2,000.00
3) Replace bad curbstops	100		EA	32.00	3,200.00
4) Replace broken meter boxes	100		EA	25.00	2,500.00
Water Theft					
5) Investigate water theft					\$2,000.00
Water Leaks					
6) Repair all leaks discovered			Uknown		
SUBTOTAL:					20,300.00
Contingencies (@ 15% of Subtotal)					
TOTAL:					23,345.00



**PRELIMINARY ENGINEER'S COST ESTIMATE
WESTWOOD WATER SYSTEM**

RECOMMENDED UPGRADES AND IMPROVEMENTS

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL PRICE (\$)
Pump House Rehabilitation				
1) Install new roof				4,000.00
2) Perform necessary painting & lighting				2,500.00
3) Provide a 6-foot high chain link fence for security and access control				3,000.00
Hydropneumatic Tank				
4) Engineering certification of tank				2,000.00
5) Perform necessary coating of interior surfaces of tank				5,000.00
Access Easement				
6) Clear 10-foot access easement road for vehicle access				4,000.00
Interconnection with Pasco County				
7) Rehabilitate existing 6-inch interconnection with Pasco County and install a pressure regulating sustaining valve				15,000.00
Valve Location				
8) Perform valve location in distribution system				4,500.00
9) Replace valves as necessary				10,000.00
Disinfection System				
10) Convert existing free chlorine disinfection system to chloramination	1	EA	35,000.0	35,000.00
Existing wells Abandonment				
11) Abandon all existing wells that are not in use	10	EA	3,000.0	30,000
				SUBTOTAL:
				115,000.00
12) Contingencies (15% of Subtotal)				17,250.00
				TOTAL:
				132,250.00



**PRELIMINARY ENGINEER'S COST ESTIMATE
ANCLOTE WATER SYSTEM**

RECOMMENDED UPGRADES AND IMPROVEMENTS

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL PRICE (\$)
Fencing				
1) Provide new 6-foot high chainlink fence around the water treatment & storage system				3,500.00
2) Repair existing fences around the wells				1,500.00
Hydropneumatic Tank				
3) Engineering certification of tank				2,000.00
4) Perform necessary coating of interior surfaces of tank				3,500.00
Well #5				
5) Perform all necessary repairs to Well #5 to put it back in service				5,000.00
Interconnection with City of Tarpon Springs				
6) Install an 8-inch interconnection with the City of Tarpon Springs 12-inch water main				35,000.00
Valve Location				
7) Perform a water main valve location program				6,000.00
8) Replace valves as necessary				10,000.00
Disinfection System				
9) Convert existing free chlorine disinfection system to chloramination				35,000.00
SUBTOTAL:				101,500.00
10) Contingencies (15% of Subtotal)				15,225.00
TOTAL:				116,725.00



**PRELIMINARY ENGINEER'S COST ESTIMATE
ANCLOTE WATER SYSTEM - Phase I Gulfwinds Expansion**

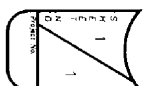
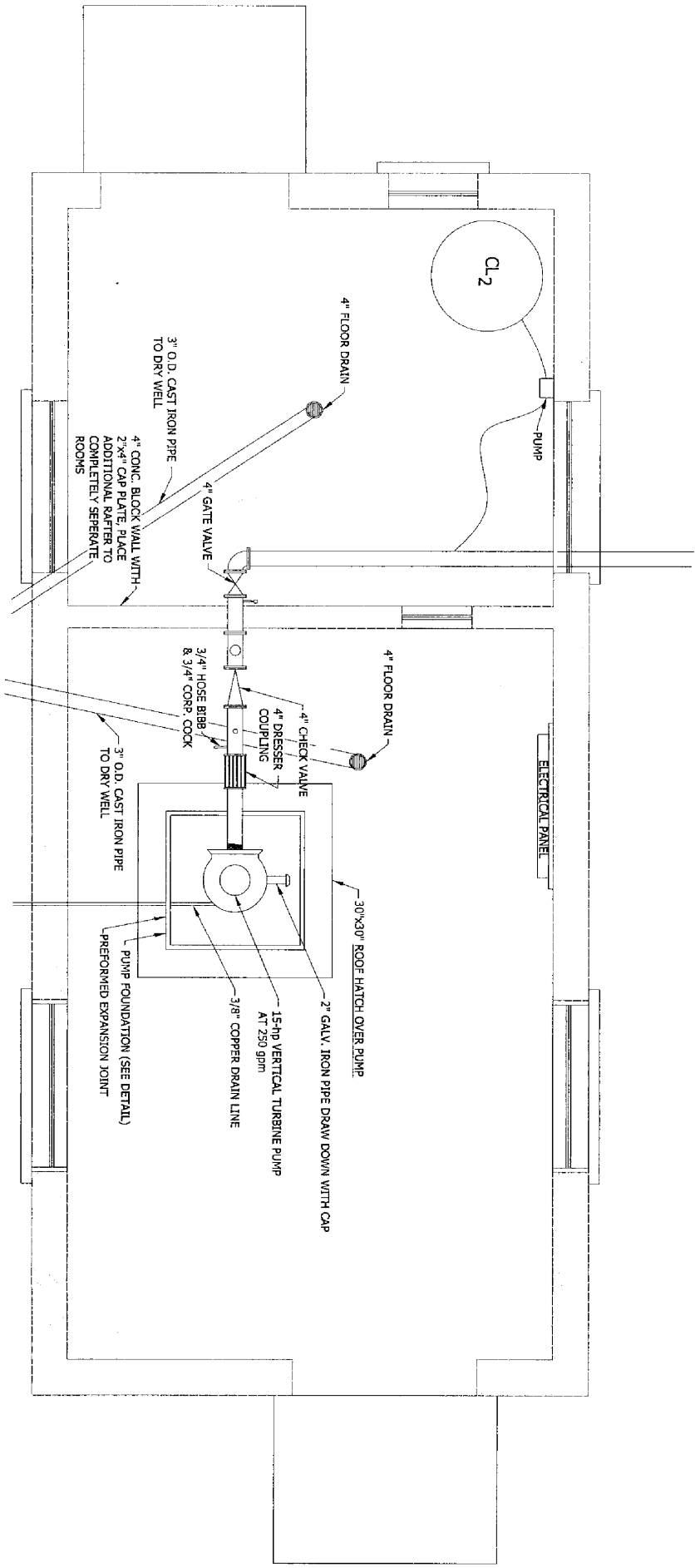
RECOMMENDED UPGRADES AND IMPROVEMENTS

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL PRICE (\$)
New Wells				
1) Add two new additional wells	2	EA	20,000.00	40,000.00
Above Ground Storage Tank				
2) 110,000-gallon glass-fused-to-steel water storage tank	1	EA	140,721.00	140,721.00
3) Soil Investigations and site preparation				15,000.00
Pumping System				
4) 15 hp 200-gpm high service pumps	2	EA	5,500.00	11,000.00
5) 40-hp 800-gpm high service pump	1	EA	9,500.00	9,500.00
6) Electrical Control Panel	1	EA	19,000.00	19,000.00
7) Flow metering, yard piping, transmission lines, valves, etc.				17,000.00
Disinfection & Pressure Testing				
8) Disinfection & Pressure Testing	1	EA	3500	3500
Surveying				
9) Survey Work for new modifications to system				5,000.00
10) Design, Permitting, & Project Management				35,000.00
SUBTOTAL:				295,721.00
11) Contingencies (5% of Subtotal)				14,786.05
TOTAL:				310,507.05

Appendix H

Water Distribution

DETAIL - WESTWOOD WELL NO. 1 PUMP HOUSE



U.S. Water
Services Corporation

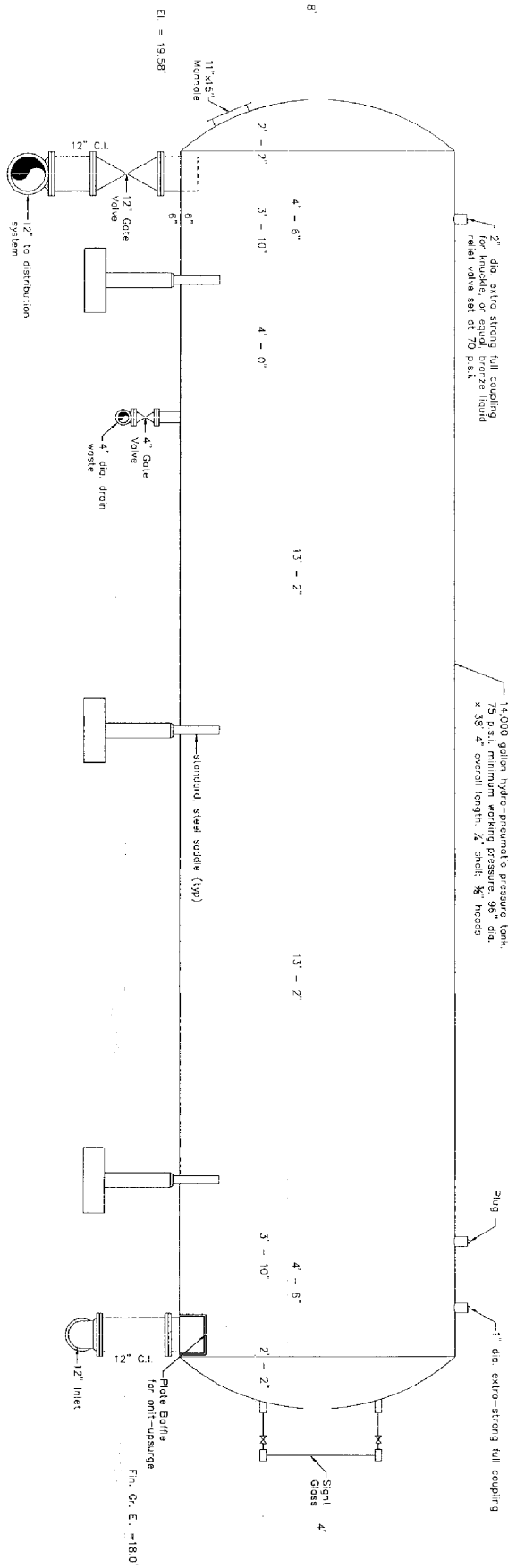
4821 U.S. HIGHWAY 19, SUITE 2
NEW PORT RICHEY, FL 34652
(727) 848-8292 (727) 848-7701

HOLIDAY UTILITY COMPANY, INC.
EXISTING WESTWOOD WATER SUPPLY
WESTWOOD WATER SYSTEM - PHASE I
PASCO COUNTY, FLORIDA

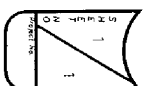
ENGINEERING			
Designer:	M.K.	Date:	1/29/01
Drawn By:	G.S.	Scale:	A1:5
Checked By:	M.K.	Revision No.:	

NO.	DATE	DESCRIPTION

SIDE ELEVATION OF HYDROPNEUMATIC



38' - 4"
35' - 4"



U.S. Water
Services Corporation

4821 U.S. HIGHWAY 19, SUITE 2
NEW PORT RICHEY, FL 34652
(727) 848-8292 (727) 848-7701

HOLIDAY UTILITY COMPANY, INC.
EXISTING HYDROPNEUMATIC TANK
WESTWOOD WATER SYSTEM
PASCO COUNTY, FLORIDA

ENGINEERING			
Designer	M.K.	Date	1/22/94
Drawn By	C.S.	Scale	N.T.S.
Checked By	A.K.	Revision No.	

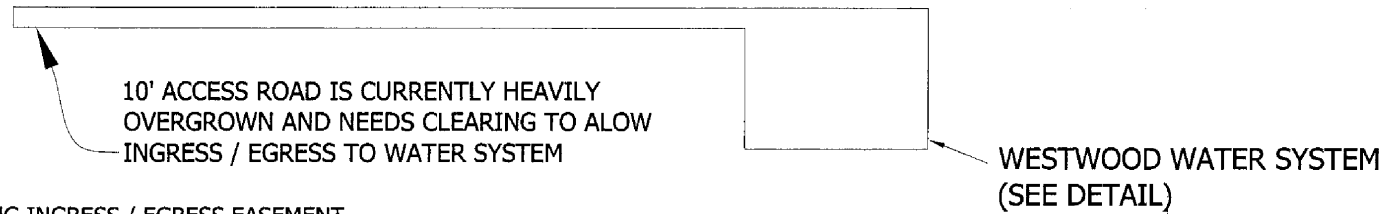
Appendix I

Water Wells Locations

DESCRIPTION:

A PORTION OF TRACTS 58 AND 64 OF THE TAMPA TARPON SPRINGS LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AN 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, PAG 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 THE SAID SOUTH 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 BEGINGING AND CONTAINING 0.21 ACRES MORE OF LESS.



EXISTING INGRESS / EGRESS EASEMENT THAT INCLUDES ACCESS ROAD TO WESTWOOD WATER TREATMENT FACILITY AND HYDRO - PNEUMATIC TANK

10' ACCESS ROAD IS CURRENTLY HEAVILY OVERGROWN AND NEEDS CLEARING TO ALLOW INGRESS / EGRESS TO WATER SYSTEM

WESTWOOD WATER SYSTEM (SEE DETAIL)

ENGINEERING	
Designer: M.A.	Date: 1/27/14
Drawn By: C.S.	Scale: N.T.S.
Checked by: M.A.	Revision No.

HOLIDAY UTILITY COMPANY, INC.
INGRESS / EGRESS EASEMENT
WESTWOOD WATER SYSTEM - PHASE I
PASCO COUNTY, FLORIDA

4821 U.S. HIGHWAY 19, SUITE 2
NEW WYCHITTA, PASCO COUNTY, FL 34652
(772) 846-8254 (727) 946-7701

U.S. Water Services Corporation

Appendix J

Consumptive Use Permit



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only)
or (352) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103
Internet address: <http://www.dep.state.fl.us/swfwmd>

7401 Highway 301 North
Tampa, Florida 33637-6759
1-800-856-0797 or (813) 985-7281
SUNCOM 578-2070

170 Century Boulevard
Bartow, Florida 33630-7700
1-800-492-7862 or (941) 534-1448
SUNCOM 572-6200

118 Corporation Way
Venice, Florida 34292-3524
1-800-329-3503 or (941) 486-1212
SUNCOM 525-5900

4581 West Sovereign Pkwy, Suite 20
Leeconia, Florida 34461-6673
(352) 521-8131
SUNCOM 667-3271

October 26, 1998

Holiday Utility Company, Inc.
PO Box 27
Tarpon Springs, FL 34688-0027

Subject: Final Agency Action Transmittal Letter - Approval
Modification of Permit by Letter

Project Name:	Holiday Utility Company, Inc
Water Use Permit No.:	202319.04
County:	Pasco
Section/Township/Range:	19, 30/26S16E; 24, 25, 23, 26, 27, 34, 35/26S15E

Reference: Chapter 40D-2, Florida Administrative Code (F.A.C.)
Section 40D-2.331(2)(b), F.A.C.

Dear Permittee:

The District modified Water Use Permit (WUP) 202319.03 effective this date, and this letter constitutes Final Agency Action (FAA) for WUP No. 202319.04. The specific modifications are listed in Attachment A, and are considered a part of your water use permit.

You, or any person whose substantial interests are affected by the District's action regarding your application may object to this Final Agency Action by requesting an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, F.A.C. of the Uniform Rules of Procedure. Your request for hearing must be received by the Agency Clerk of the District at its Brooksville address within 21 days of the receipt of this letter. Receipt is deemed to be the fifth day after the date on which this letter is deposited in the United States mail. Other persons may request a hearing within 21 days of the publication of a notice that this letter modification has been issued. Any request for hearing must (1) explain how each petitioner's substantial interest will be affected by the District's action, or proposed action; (2) state all material facts disputed by the petitioner or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C. Failure to file a request for hearing within the appropriate time period shall constitute a waiver of any right you or anyone has to request a hearing under Sections 120.569 and 120.57, F.S.

Enclosed is a "Noticing Packet" that explains the procedures for providing notice to persons having substantial interests that may be affected by the District's action regarding your permit. The packet contains information and guidelines on the noticing procedure and a form that you may use.

Excellence
Through
Quality
Service

FILE

2023 9 04

James L. Allen
Chairman Bushnell
James E. Martin
Vice Chairman, St. Petersburg
Sally Thompson
Secretary, Tampa
Ronald C. Johnson
Treasurer, Lake Wales
Ramon F. Campa
Brandon
Joe L. Davis, Jr.
Wauchula
Pamela Jo Davis
Largo
Rebecca M. Eger
Sarasota
John P. Hardee, IV
Broccenton
Curtis L. Law
Land O'Lakes
Brenda Menendez
Tampa

E. D. "Sonny" Vergara
Executive Director
Gene A. Heath
Assistant Executive Director
Edward B. Helvenston
General Counsel

LETTER MODIFICATION
WUP No. 202319.04

ATTACHMENT A

MODIFICATIONS

The following constitutes modifications to the terms and conditions of this Water Use Permit No. 202319.03, effective October 26, 1998.

This modification is to remove Special Conditions Nos. 6, 10, 11, 12, 13, and 14 from the WUP. These conditions required the Permittee to achieve a specified per capita use rate, conduct water audits, implement a water conservation oriented rate structure; submit a residential water use reports, reuse reports, and quarterly data reports. District staff determined that these conditions were unnecessary for Public Supply Permits of less than 100,000 gpd in a Water Use Caution Area (WUCA). There was no change in total permitted quantities.

1. TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gpd) are:
AVERAGE: 98,000 gpd PEAK MONTHLY: 145,000 gpd
2. WATER USE: PUBLIC SUPPLY
3. SPECIAL CONDITION NOS. 6, 10, 11, 12, 13, and 14 ARE DELETED.

All other terms and conditions of this permit shall remain the same as stated on WUP No. 201923.03, and this permit will still expire on September 11, 2002.

2013

Connection
Sent to BLD
11/9/98

FILE

2023 9 04

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 WATER USE
 GENERAL
 PERMIT NO. 202319.03

PERMIT ISSUE DATE: September 11, 1992

EXPIRATION DATE: September 11, 2002

IT IS THE PERMITTEE'S RESPONSIBILITY TO RENEW THIS PERMIT BEFORE THE EXPIRATION DATE, WHETHER OR NOT THE PERMITTEE RECEIVES PRIOR NOTIFICATION BY MAIL.

This permit, issued under the provisions of Chapter 373, Florida Statutes, and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined herein, and may require various activities to be performed by the Permittee as outlined by the Special Conditions. This permit, subject to all terms and conditions, meets all District permitting criteria.

GRANTED TO:

Holiday Utility Co. Inc.
 (Anclote Wellfield)
 P.O. Box 27
 Tarpon Springs, FL 34688-0027

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gpd)

AVERAGE: 98,000

PEAK MONTHLY: 145,000

<u>Use</u>	<u>Average</u>	<u>Peak Monthly</u>
Public Supply:	98,000 gpd	145,000 gpd

See Withdrawal Table for quantities permitted for each withdrawal point.

PROPERTY LOCATION: Pasco County, approximately 3 miles north of Tarpon Springs, west of U.S. 19.

TYPE OF APPLICATION: New (Expired) WATER USE CAUTION AREA, Northern Tampa Bay

APPLICATION FILED: July 15, 1992 ACRES: 730± Owned
 2,400± Serviced

APPLICATION AMENDED: N/A

MICROFILMED

5

Permit No.: 202319.03
 Permittee: Holiday Utility Co. Inc. (Anclote Wellfield)
 Page 2 of 7

WATER USE: PUBLIC SUPPLY

SERVICE AREA NAME

Holiday Utilities Co.

<u>USE/TYPE</u>	<u>POPULATION SERVED</u>	<u>PER CAPITA RATE</u>
Residential Single Family	974	100

<u>I.D. NO.</u>	<u>PERMITTEE/ DISTRICT</u>	<u>LOCATION LAT/LONG</u>	<u>DIAM. (INCHES)</u>	<u>DEPTH TOTAL/CASED</u>	<u>USE</u>	<u>GALLONS PER DAY</u>		
						<u>AVERAGE</u>	<u>PEAK MONTHLY</u>	
1 / 1		281217/824444	8	65 / UNK	PS	44,000	65,000	Westwood
4 / 21		281044/824638	4	39 / UNK	PS	11,000	16,000	
3 / 22		281040/824639	6	45 / UNK	PS	14,000	21,000	
4 2 / 23		281041/824634	6	100 / UNK	PS	29,000	43,000	
5 / 24		281037/824633	6	UNK / UNK	PS	29,000	43,000	Standby

PS=Public Supply

<u>DISTRICT I.D. NO.</u>	<u>SECTION/TOWNSHIP/RANGE</u>
1	19/26/16
21, 22, 23, 24	35/26/15

SPECIAL CONDITIONS:

All conditions referring to the Permitting Department Director, Resource Regulation, shall be understood to refer to the Brooksville Permitting Department Director, Resource Regulation.

- All reports required by the permit shall be submitted to the District on or before the tenth day of the month following data collection and shall be addressed to:

Permits Data Section, Resource Regulation
 Southwest Florida Water Management District
 2379 Broad Street
 Brooksville, Florida 34609-6899

MICROFILMED

6

Permit No.: 202319.03

Permittee: Holiday Utility Co. Inc. (Anclote Wellfield)

Page 3 of 7

Unless otherwise indicated, three copies of each plan or report, with the exception of pumpage, rainfall, evapotranspiration, water level or water quality data which require one copy, are required by the permit.

2. The Permittee shall continue to maintain and operate the existing non-resettable, totalizing flow meters, or other flow measuring devices as approved by the Permitting Department Director, Resource Regulation, for District ID Nos. 1, 21, 22, 23 and 24, Permittee ID Nos. 1, 4, 3, 2 and 5. Such devices shall maintain an accuracy within five percent of the actual flow as installed. Total withdrawal and meter readings from each metered withdrawal shall be recorded on a monthly basis and reported to the Permits Data Section (using District forms) on or before the tenth day of the following month. If a metered withdrawal is not utilized during a given month, a report shall be submitted to the Permits Data Section indicating zero gallons. Prior to meter installation, non-use shall be documented with monthly pumpage reports indicating zero gallons withdrawn.
3. Water quality samples shall be collected and analyzed, for parameter(s), and frequency(ies) specified below. Water quality samples from production wells shall be collected whether or not the well is being used, unless infeasible. If sampling is infeasible the Permittee shall indicate the reason for not sampling on the water quality data form. Water quality samples shall be analyzed by a Department of Health and Rehabilitative Services (DHRS) certified laboratory under Environmental Laboratory Certification General Category "1". At a minimum, water quality samples shall be collected after pumping the well at its normal rate for a pumping time specified in the table below, or to a constant temperature, pH, and conductivity. In addition, the Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis. Any variance in sampling and/or analytical methods shall have prior approval of the Permitting Department Director, Resource Regulation. Reports of the analyses shall be submitted to the Permits Data Section (using District forms) on or before the tenth day of the following month, and shall include the signature of an authorized representative and certification number of the certified laboratory which undertook the analysis. The parameters and frequency of sampling and analysis may be modified by the Permitting Department Director, Resource Regulation, as necessary to ensure the protection of the resource.

<u>District</u> <u>I.D. No.</u>	<u>Permittee</u> <u>I. D. No.</u>	<u>Minimum Pumping</u> <u>Time (minutes)</u>	<u>Parameter</u>	<u>Sampling Frequency</u>
1 and 23	1 and 2	15	Chlorides, Sulfates, Total Dissolved Solids	Monthly

Water quality samples shall be collected based on the following timetable:

Weekly	Same day of each week
Monthly	Same week of each month
Quarterly	Same week of months specified
Semi-annually	Same week of months specified

MICROFILMED

7

Permit No.: 202319.03

Permittee: Holiday Utility Co. Inc. (Anclote Wellfield)

Page 4 of 7

Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).

4. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 17-532.500(3)(a)(4), F.A.C.
5. By August 30, 1993, the Permittee shall submit a letter report to the Permits Data Section for approval by the Permitting Department Director, Resource Regulation. The latter report will summarize the disposition of wells District ID Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Permittee ID Nos. old 2, old 3, old 4, old 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20. This report shall represent the Permittee's future plans for these wells. Full consideration shall be given to properly abandoning each well, and specific reasons why the well cannot be abandoned shall be provided if a well is proposed to be retained and not put into use. No well(s) shall be abandoned without proper permits.

For each well referenced, the report shall include:

- a. Proposed date of retirement;
- b. Proposed action to be taken;
- c. Reasons for proposed action; and
- d. Proposed completion date of action to be taken.

Proposed modifications to this schedule shall be submitted to the Permitting Department Director, Resource Regulation for approval.

6. The Permittee shall submit to the District within 30 days after each calendar quarter a record for each month within such quarter, showing (1) Total water withdrawn from all withdrawal facilities permitted herein; (2) Total water supplied from all sources to users within the service area in which the withdrawal facilities permitted herein are located; (3) Total water supplied from external sources, if any; (4) Total water supplied to external users, if any. In addition, as part of its first report each year, Permittee shall state the total number of connections served at the end of the previous calendar year within the subdivision in which the withdrawal facilities permitted herein are located.
7. The Permittee shall, to the maximum extent feasible, use the permitted withdrawal facilities to meet their water supply needs up to the permitted quantities.
8. The total quantity distributed by the system, from the permitted withdrawal facilities and any external sources, shall not exceed 98,000 gallons per day on an average annual basis.
9. At such time as the chloride concentration in any water sample reaches the concentration limits designated below, the Permittee shall take appropriate action to reduce concentrations to below those set for the particular well.

MICROFILMED

8

Permit No.: 202319.03

Permittee: Holiday Utility Co. Inc. (Anclote Wellfield)

Page 5 of 7

Provisions shall be made to avoid unacceptable increases in water quality parameter concentrations. Provisions to avoid unacceptable impacts may include but shall not necessarily be limited to reducing withdrawals from individual wells, dissemination of pumpage, establishing warning water levels, overall reduction in withdrawal quantities, well use/production scheduling, refurbishment of wells, retirement of wells, or some combination thereof. Sample concentration readings in excess of the concentrations designated below may occur, provided long-term upward trends or other significant water quality changes do not occur. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the quantities permitted.

District I.D. No.	Permittee I.D. No.	Chloride Concentration Limit (mg/l)
1	1	100
23	2	100

Subsequent to permit issuance, the Permittee may request in writing, a review of the water quality concentration limits by the Permitting Department Director, Resource Regulation, on the basis that the limits are not feasible to attain. Prior to the request for concentration limits review, the Permittee shall document in writing to the District that all feasible withdrawal management measures have been explored within reasonable limits to attain compliance with the concentration limits specified in this permit. The Permittee's written request for review of the limits must include a proposal (well by well) of the lowest feasible concentration limits (based on a review of observed field data) to the Director for consideration. This proposal shall include predictions of changes to the location of the saltwater interface, both laterally and vertically, which may result from the proposed increased limits. If the Permitting Department Director, Resource Regulation, accepts, in writing, that the Permittee has explored all feasible withdrawal management measures within reasonable limits, that the Permittee cannot attain compliance with the concentration limits, and increasing the limits will not cause adverse impacts, the Director may consider modifying concentration limits for each well. If new limits are specified by the District, these shall supersede the limits listed in this permit.

10. By January 1, 1998, the Permittee shall achieve a per capita water rate equal to or less than 150 gpd; this standard shall remain in effect until modified by rule. By April 1 of each year for the preceding period of October 1 through September 30, the Permittee shall submit a report detailing:
- The population served;
 - Significant deducted uses, the associated quantity, and conservation measures applied to these uses;
 - Total withdrawals;
 - Treatment losses.
 - Environmental mitigation quantities.
 - Sources and quantities of incoming and outgoing transfers of water and wholesale purchases and sales of water, with quantities determined at the supplier's departure point.
 - Documentation of reuse and desalination credits, if taken.

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Permit No.: 202319.03
 Permittee: Holiday Utility Co. Inc. (Anclote Wellfield)
 Page 6 of 7

As of January 1, 1993, if the Permittee does not achieve the specified per capita rate, the report shall document why the rate and requirements were not achievable, measures taken to attempt meeting them, and a plan to bring the permit into compliance. This report is subject to District approval. If the report is not approved, the Permittee is in violation of the Water Use Permit.

The District will evaluate information submitted by Permittees who do not achieve these requirements to determine whether the lack of achievement is justifiable and a variance is warranted. Permittees may justify lack of achievement by documenting unusual water needs, such as larger-than-average lot sizes with greater water irrigation needs than normal-sized lots. However, even with such documented justification, phased reductions in water use shall be required unless the District determines that water usage was reasonable under the circumstances reported and that further reductions are not feasible. For such Permittees, on a case-by-case basis, individual water conservation requirements may be developed for each management period. Per capita rate requirements may be adjusted upward or downward through rulemaking and will become requirements.

11. The Permittee shall adopt a water conservation oriented rate structure no later than January 1, 1993. If the Permittee already has a water conservation oriented rate structure, a description of the structure, any supporting documentation, and a report on the effectiveness of the rate structure shall be submitted by January 1, 1993. Permittees that adopt a water conservation oriented rate structure pursuant to this rule shall submit the above-listed information by July 1, 1993.
12. The Permittee shall conduct water audits of the water distribution system during each management period. A water audit may include the following activities: detection of unauthorized uses and authorized unmetered uses, correction of under-registration of meters, determination of fire flow use, and leak detection/repair. The initial audit shall be conducted no later than January 1, 1993. Water audits which identify a greater than 12 percent unaccounted for water shall include a schedule for remedial action, followed by appropriate actions. Audits shall be completed and reports documenting the results of the audit shall be submitted as an element of the report required in the per capita condition to the Permits Data Section by the following dates: April 1, 1993; April 1, 1997; April 1, 2001; and April 1, 2011. Water audit reports shall include a schedule for remedial action if needed.
13. Beginning April 1, 1993, and by April 1 of each year thereafter, the Permittee shall submit a residential water use report for the preceding period of October 1, through September 30, detailing:
 - a. The number of single family dwelling units served and their total water use,
 - b. The number of multi-family dwelling units served and their total water use,
 - c. The number of mobile homes served and their total water use.

Where separate indoor and outdoor meters exist, residential water use quantities shall include both the indoor and outdoor water uses associated with the dwelling units, including irrigation water.

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Permit No.: 202319.03

Permittee: Holiday Utility Co. Inc. (Anclote Wellfield)

Page 7 of 7

14. By January 1 of each year for the preceding period of October 1 through September 30, the Permittee shall submit a report detailing:
- a. Quantity of total reclaimed water provided by the Permittee for reuse on both a total annual average daily and monthly basis;
 - b. For all individual customer reuse connections with line sizes of 4 inches or greater, list:
 1. account name and address;
 2. location of connection(s) by latitude - longitude;
 3. line size;
 4. meter (yes or no); and
 5. metered quantities, if metered.

STANDARD CONDITIONS:

1. The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit "A" and made a part hereof.



Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MICROFILMED

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40D-2
Exhibit "A"

STANDARD WATER USE PERMIT CONDITIONS

1. If any of the statements in the application and in the supporting data are found to be untrue and inaccurate, or if the Permittee fails to comply with all of the provisions of Chapter 373, F.S., Chapter 40D, or the conditions set forth herein, the Governing Board shall revoke this permit in accordance with Rule 40D-2.341, following notice and hearing.
2. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing.
3. The Permittee shall not deviate from any of the terms or conditions of this permit without written approval by the District.
4. In the event the District declares that a Water Shortage exists pursuant to Chapter 40D-21, the District shall alter, modify, or declare inactive all or parts of this permit as necessary to address the water shortage.
5. The District shall collect water samples from any withdrawal point listed in the permit or shall require the permittee to submit water samples when the District determines there is a potential for adverse impacts to water quality.
6. The Permittee shall provide access to an authorized District representative to enter the property at any reasonable time to inspect the facility and make environmental or hydrologic assessments. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
7. Issuance of this permit does not exempt the Permittee from any other District permitting requirements.
8. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below applicable minimum water level established in Chapter 40D-8 or rates of flow in streams fall below the minimum levels established in Chapter 40D-8.
9. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
10. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.

11. The District may establish special regulations for permits within the regions designated a Water Use Caution Area. If the District has established, or establishes in the future, a Water Use Caution Area for the region that encompasses this permit, at such time as the Governing Board adopts such special regulations, this permit shall be subject to them upon notice and after a reasonable period for compliance.
12. The Permittee shall mitigate, to the satisfaction of the District, any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include:
 - a. A reduction in water levels which impairs the ability of a well to produce water;
 - b. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - c. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of any aquifer or water body.
13. The Permittee shall mitigate to the satisfaction of the District any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include the following:
 - a. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams, or other watercourses;
 - b. Sinkholes or subsidence caused by reduction in water levels;
 - c. Damage to crops and other vegetation causing financial harm to the owner; and
 - d. Damage to the habitat of endangered or threatened species.
14. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
15. A District identification tag shall be prominently displayed at each withdrawal point by permanently affixing the tag to the withdrawal facility.
16. Permittees must notify the District within 30 days of the sale or conveyance of permitted water withdrawal facilities or the land on which the facilities are located. The District will transfer the permit provided the source, use and withdrawal quantities remain the same. All terms and conditions of the permit shall become binding on the transferee.

MICROFILMED

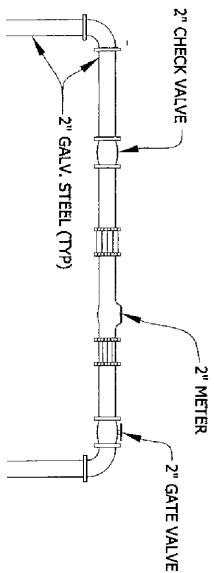
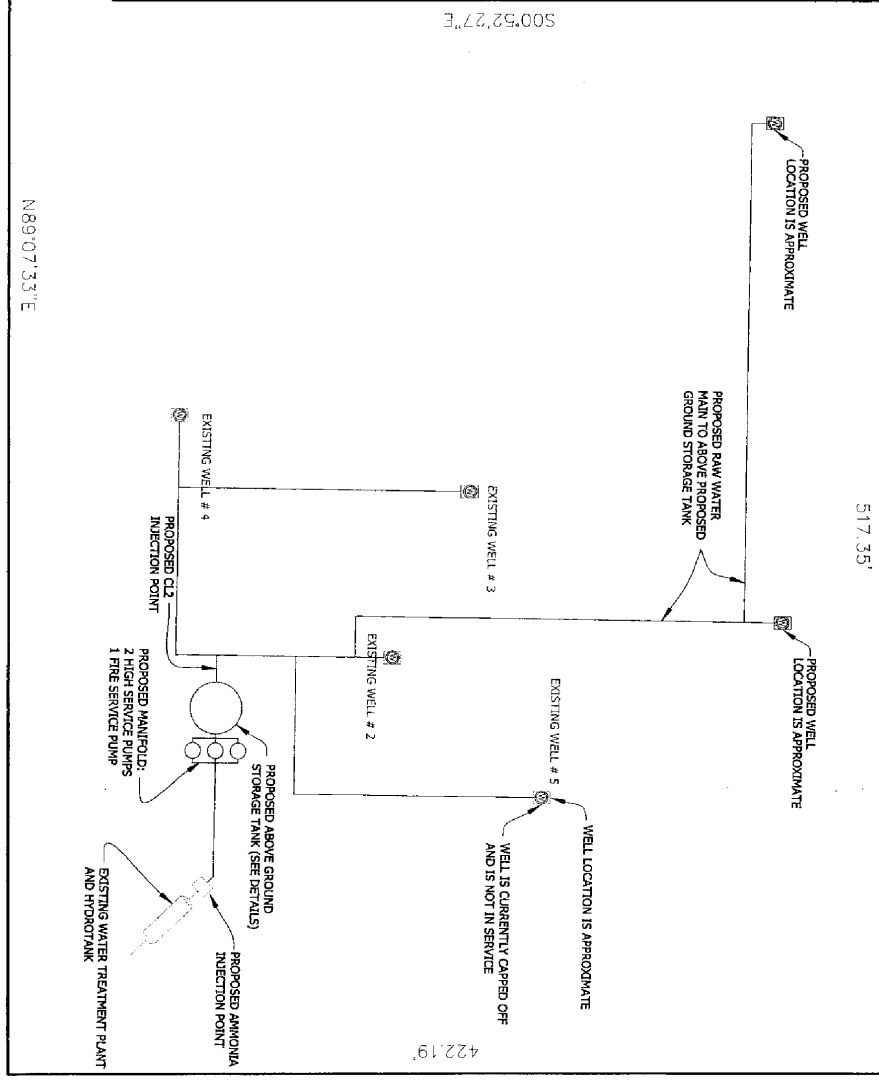
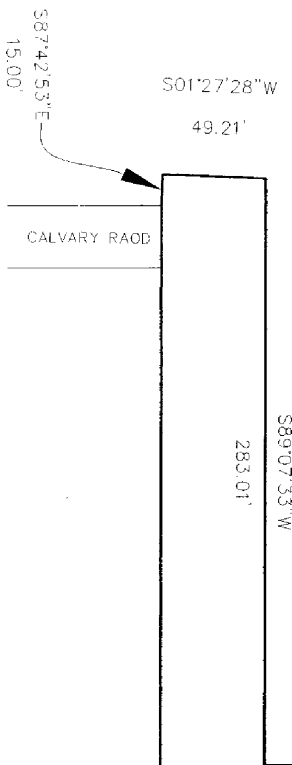
Appendix K

Phase I Proposed Expansion

DESCRIPTION:
 A PORTION OF THE TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION IN THE NORTHEAST 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 SPRING LAND COMPANY SUBDIVISION EIGHT-OF-WAY IN SECTION 34, NORTH 01°27'25" 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, 317.35 FEET; THENCE SOUTH 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.



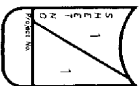
TYPICAL WELL MANIFOLD
 N.T.S.

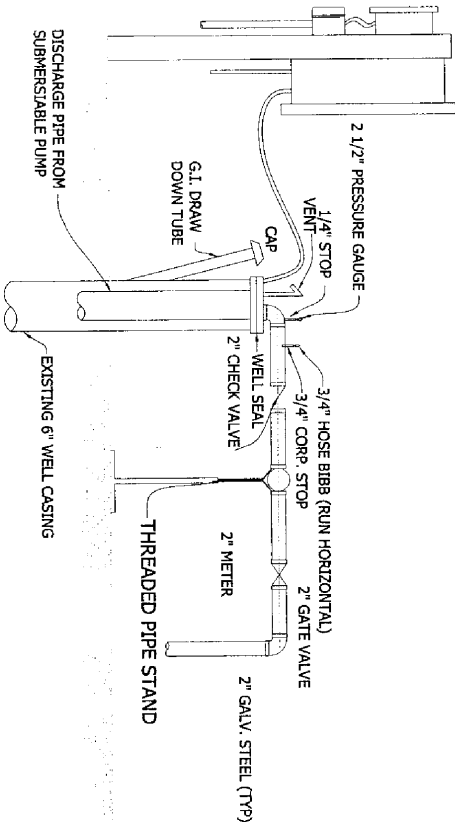


4821 U.S. HIGHWAY 19, SUITE 2
 NEW PORT RICHEY, FL 34652
 (727) 848-8292 (727) 848-7701

HOLIDAY UTILITY COMPANY, INC.
 PROPOSED ANCLOTE WELLFIELD
 ANCLOTE WATER SYSTEM - PHASE I
 PASCO COUNTY, FLORIDA

ENGINEERING	
Designer: M.K.	Date: 1/29/04
Drawn By: C.S.	Scale: 1"=50'
Checked By: M.K.	Revision No.

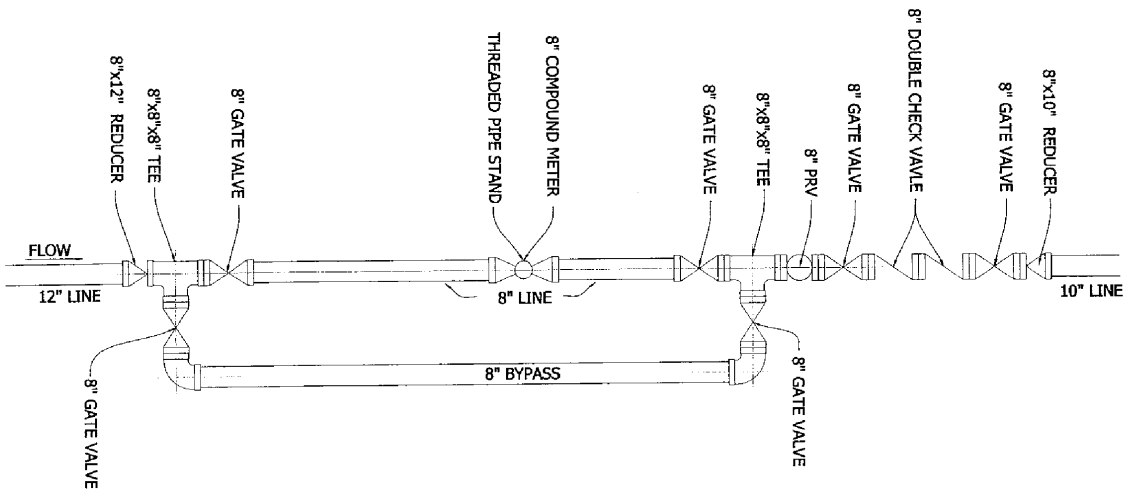




PROPOSED WELL MANIFOLD

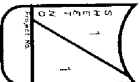
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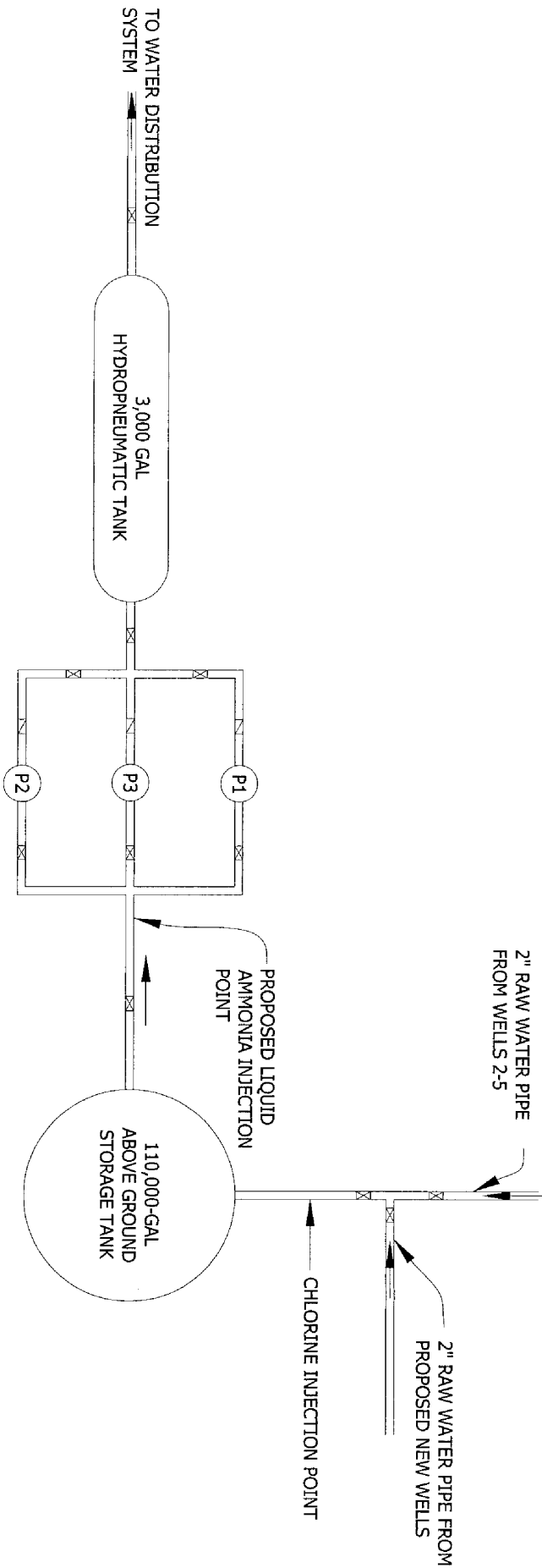
PROPOSED WELL DETAILS:
SUBMERSIBLE PUMP DEPTH: 30' ±
WELL CASING DEPTH: 30'-50' ±
OVERALL DEPTH: 40'-80' ±



DETAIL - PROPOSED INTERCONNECT TO CITY OF TARPON SPRINGS

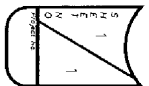
N.T.S.





- HIGH SERVICE PUMP
- P1: HIGH SERVICE PUMP
- P2: HIGH SERVICE PUMP
- P3: HIGH SERVICE FIRE PUMP

NOTE:
 High service pumps will operate on a lead / lag basis. Lead pump on at 50 psi and off at 60 psi. Lag pump is on at 45 psi and off at 60 psi.
 The high service fire pump is on at 40 psi and off at 60 psi.

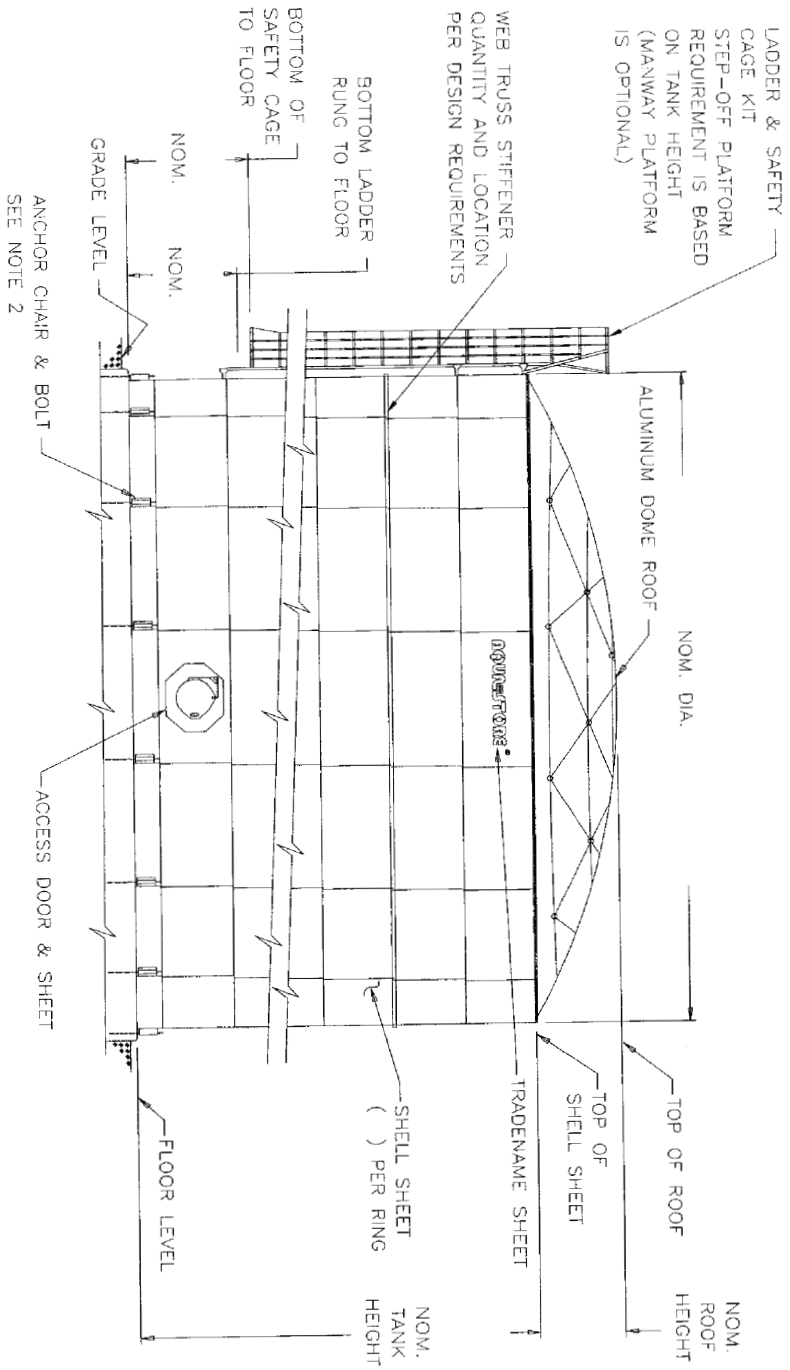


U.S. Water
 Services Corporation

4821 U.S. HIGHWAY 19, SUITE 2
 NEW PORT RICHEY, FL 34652
 (727) 848-8292 (727) 848-7701

HOLIDAY UTILITY COMPANY, INC.
 WATER TREATMENT FACILITY IMPROVEMENTS
 ANCLOTE WATER SYSTEM - PHASE I
 PASCO COUNTY, FLORIDA

ENGINEERING	
Designer: A.K.	Date: 1/29/04
Drawn By: C.K.	Scale: 1"=60'
Checked By: A.K.	Revision No:



- GENERAL NOTES:
1. FOR TANK DIMENSIONAL VALUES SEE "WATER & TREATMENT TANK GENERAL DIMENSIONS" DRAWING NO. 261375.
 2. FOR FOUNDATION CONFIGURATIONS AND CORRESPONDING CONSTRUCTION MATERIAL REQUIREMENTS REFER TO THE PROJECT SUBMITTAL DOCUMENTATION.

REV	DESCRIPTION
1	RELEASED FOR M/I MARKETING SALES & PRE-SUBMITTAL USAGE 5-8-90. RKK
2	REVISED GENERAL NOTES AND LABELS, REVISED ANCHOR CHAIR POSITIONS. 1-2-91. RKK
3	REVISED NOTE 2 ECN 98172, 06/11/98. MCA/
4	CHANGED GLASS FLOOR TO STEEL FLOOR. ECN 99170, 09/01/99 JTF/
5	REVISED COMPANY NAME ECN 01100, 5/24/01 DMA

ENGINEERED STORAGE PRODUCTS COMPANY
 CONFIDENTIAL
 DEKALB, ILLINOIS 60115
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 ESPEC COPYRIGHT © 2001
 ALL RIGHTS RESERVED

WATER TANK
 WITH STEEL FLOOR
 FOUNDATION
 36' THRU 101' DIA

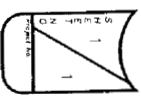
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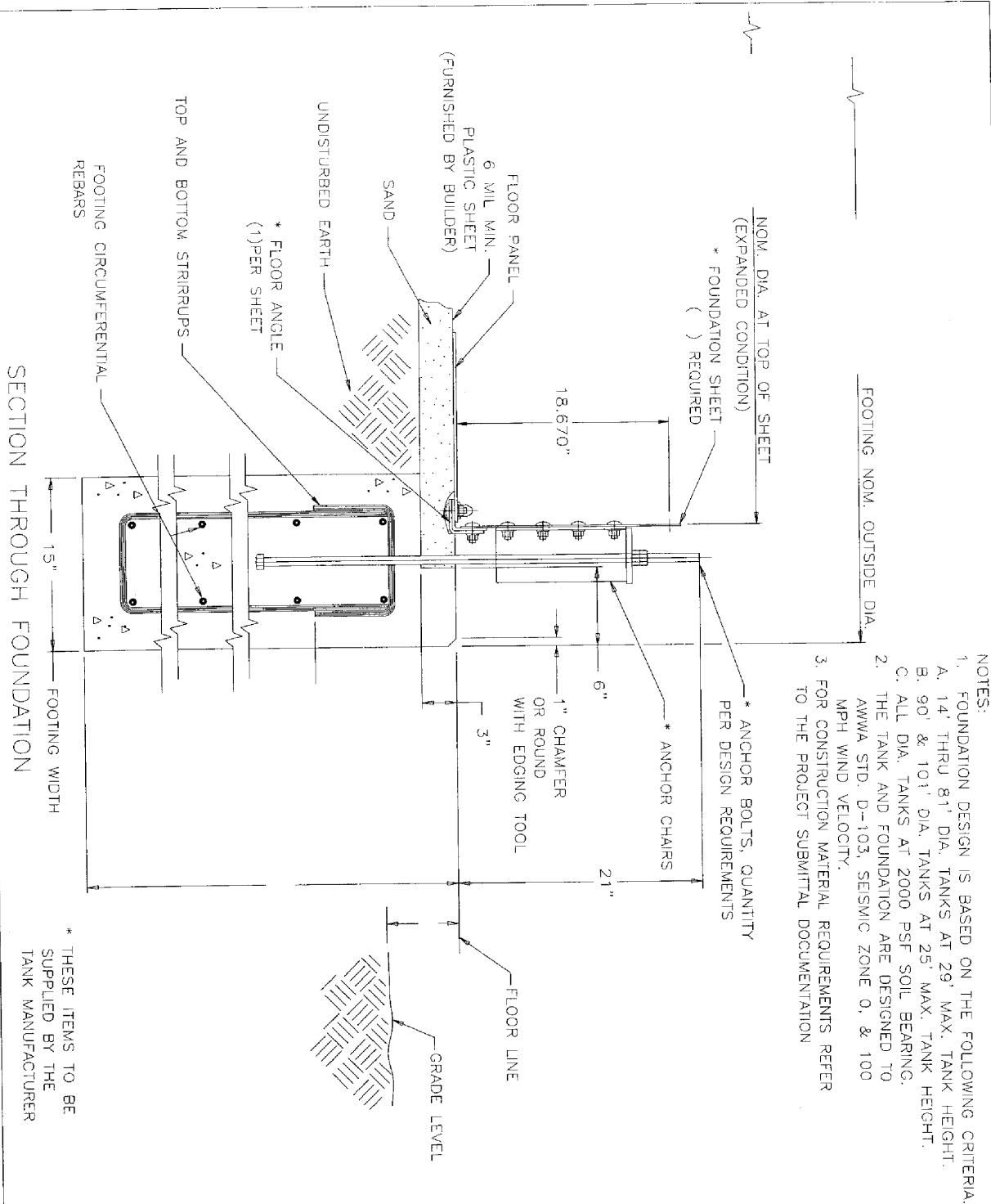
HOLIDAY UTILITY COMPANY, INC.
 ABOVE GROUND STORAGE TANK
 ANCLOTE WATER SYSTEM - PHASE I
 PASCO COUNTY, FLORIDA

ENGINEERING			
Design:	M.K.	Date:	1/29/91
Drawn By:	C.S.	Scale:	N.T.S.
Checked By:	M.K.	Project No.:	



4821 U.S. HIGHWAY 19, SUITE 2
 NEW PORT RICHEY, FL 34652
 (727) 848-8292 (727) 848-7701





- NOTES:
- FOUNDATION DESIGN IS BASED ON THE FOLLOWING CRITERIA.
 - 14' THRU 81' DIA. TANKS AT 29' MAX. TANK HEIGHT.
 - 90' & 101' DIA. TANKS AT 25' MAX. TANK HEIGHT.
 - ALL DIA. TANKS AT 2000 PSF SOIL BEARING.
 - THE TANK AND FOUNDATION ARE DESIGNED TO AWWA STD. D-103, SEISMIC ZONE 0, & 100 MPH WIND VELOCITY.
 - FOR CONSTRUCTION MATERIAL REQUIREMENTS REFER TO THE PROJECT SUBMITTAL DOCUMENTATION

REV	DESCRIPTION
1	RELEASED FOR M/I MARKETING SALES & PRE-SUBMITTAL USAGE
2	ADDED 18.670" DIMENSION & FLOOR ANGLE CALL OUT;
3	REVISED NOTE 3; REMOVED QTY. CALL-OUTS FOR FLOOR & FOOTING. ECN 98172. 06/11/98. MCA/
4	CHANGED GLASS FLOOR TO STEEL FLOOR. ECN 99170. 09/01/99

A.O. SMITH
ENGINEERED STORAGE PRODUCTS COMPANY
DEKALB, ILLINOIS 60115

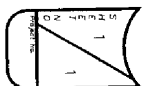
CONFIDENTIAL

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ALL RIGHTS RESERVED

STEEL FLOOR
FOUNDATION
14' DIA. THRU
101' DIA.

* THESE ITEMS TO BE SUPPLIED BY THE TANK MANUFACTURER

DRWG NO. 261366



Appendix L

Development Water Service Agreements

DEVELOPER SERVICE AGREEMENT

HOLIDAY UTILITY COMPANY, INC. furthermore referred to as **UTILITY** and **GULFWINDS, LLP**, hereto known as **DEVELOPER** agree as follows:

1. **DEVELOPER** desires **UTILITY** to make water service available to the property established in the **UTILITY** service territory established in 1974 and noted in the **UTILITY** tariff, (Property) and incorporated by reference herein for the benefit in perpetuity of **DEVELOPER**, its successors, administrators and assigns.
2. **UTILITY** agrees to make water service available to the Property for the benefit of **DEVELOPER**, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.
3. The Contribution-In-Aid-of-Construction (CIAC) required by **UTILITY** to provide water service is estimated to be an amount yet to be determined. A breakdown of the CIAC estimate shall be provided as needed. This amount must be paid to **UTILITY**, prior to start up of design of extension of **UTILITY** infrastructure is under way, if not already established in the immediate area. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in **UTILITY**'s tariff.
4. The estimated CIAC is further based upon an estimate of administrative and legal fees and for recording fees associated with this Agreement.
5. **UTILITY** reserves the right and the **DEVELOPER** agrees to allow the **UTILITY** to inspect and/or test the on-site water distribution system prior to rendering service and from time to time thereafter, but **UTILITY** assumes no responsibility for the system.
6. The providing of water service is subject to prevailing rates, fees, and charges of **UTILITY**, as set forth in **UTILITY**'s approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The **DEVELOPER** agrees to comply with all Rules and Regulations of **UTILITY** as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

Developer Service Agreement
HolUtil/Gulfwinds LLP
01/16/04

7. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence.

8. The parties agree that the following mutual protections are included in this Agreement:
 - a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
 - b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
 - c. This Agreement is subject to the laws of the State of Florida.
 - d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
 - e. The UTILITY has the exclusive right to provide water service to the Property;
 - f. This Agreement is binding on both parties and each has the power and authority to bind themselves and their respective business organizations by signing below; and
 - g. This Agreement shall be filed with the Florida Public Service Commission.

ACCEPTED BY DEVELOPER:

Signature: _____

Michael J. Ryan

As: General Partner

Date: January 16, 2004

Signature: _____

James M. Dreher

As: General Partner

Date: January 16, 2004

ACCEPTED BY UTILITY:

Signature: _____

As: Gary Deremer, President

Date: January 16, 2004

DEVELOPER SERVICE AGREEMENT

HOLIDAY UTILITY COMPANY, INC. furthermore referred to as **UTILITY** and **ELAINE MICKLER as Personal Representative of the Bartley L. Mickler Estate**, hereto known as **DEVELOPER** agree as follows:

1. DEVELOPER desires UTILITY to make water service available to the property established in the UTILITY service territory established in 1974 and noted in the UTILITY tariff, (Property) and incorporated by reference herein for the benefit in perpetuity of DEVELOPER, its successors, administrators and assigns.
2. UTILITY agrees to make water service available to the Property for the benefit of DEVELOPER, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.
3. The Contribution-In-Aid-of-Construction (CIAC) required by UTILITY to provide water service is estimated to be an amount yet to be determined. A breakdown of the CIAC estimate shall be provided as needed. This amount must be paid to UTILITY, prior to start up of design of extension of UTILITY infrastructure is under way, if not already established in the immediate area. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in UTILITY's tariff.
4. The estimated CIAC is further based upon an estimate of administrative and legal fees and for recording fees associated with this Agreement.
5. UTILITY reserves the right and the DEVELOPER agrees to allow the UTILITY to inspect and/or test the on-site water distribution system prior to rendering service and from time to time thereafter, but UTILITY assumes no responsibility for the system.
6. The providing of water service is subject to prevailing rates, fees, and charges of UTILITY, as set forth in UTILITY's approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The DEVELOPER agrees to comply with all Rules and Regulations of UTILITY as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

Developer Service Agreement
HolUtil/Mickler
05/01/03

7. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence.
8. The parties agree that the following mutual protections are included in this Agreement:
 - a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
 - b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
 - c. This Agreement is subject to the laws of the State of Florida.
 - d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
 - e. The UTILITY has the exclusive right to provide water service to the Property;
 - f. This Agreement is binding on both parties and each has the power and authority to bind themselves and their respective business organizations by signing below; and
 - g. This Agreement shall be filed with the Florida Public Service Commission.

ACCEPTED BY DEVELOPER:

Signature: Elaine Mickler

As: Elaine Mickler as Personal Representative of the Mickler Estate

Date: May 1, 2003

ACCEPTED BY UTILITY:

Signature: Gary Deremer

As: Gary Deremer, President

Date: May 1, 2003

EXHIBIT II-H

By this application for transfer and amendment to certificate, Applicant also seeks a Commission order reaffirming Applicant's authority to serve the territory described in the attachments to Exhibit II-G of this Application. The territory described in these attachments is identical to the legal description of the territory described in the tariff of Holiday Utility Company as filed with the Commission since the inception of the utility, except for three areas which Holiday acknowledges may currently be receiving service from Pasco County. Upon filing the original application for transfer in this docket, Applicant was informed by Commission staff that there were certain discrepancies between the legal description contained in the utility's tariff of the territory which the Applicant is authorized to serve and the legal description contained in the Commission's order which originally granted the territory to Applicant (the "Initial Order"). Since the date of Applicant's formation and the issuance of the original certificate of authority from the Commission, Applicant as well as state regulators, developers and neighboring utilities have operated under the premise that the territory for which the reaffirmation of authority to serve is sought by Applicant in this Application is the territory which Applicant always has been authorized by the Commission to serve.

Applicant requests that the territory described in Exhibit II-G be reaffirmed for Applicant in this transfer proceeding. The following facts further support such a reaffirmation of territory:

1. A number of years ago, the Commission deleted from Applicant's service territory, certain territory which the Commission believed the Applicant was authorized to serve based upon the legal description contained in the Applicant's tariff. Only recently have Commission staff and Applicant discovered that the area was not located within the service area identified in the Initial Order.

2. Applicant is currently serving customers located outside of the territory set forth in the Initial Order but within the territory described in Applicant's tariff. Applicant has been diligent in identifying these customers since being notified by Commission staff of the territory description discrepancy and requests, through this Application, the Commission's reaffirmation of Applicant's authority to continue to serve these customers.

3. There is a current need for service to the areas requested by Applicant which lie outside of the area described in the Initial Order for which Applicant has been working with developers to provide service. Please see copies of developer agreements included in Appendix L of Exhibit II-G, attached hereto. The expedited reaffirmation of Applicant's service territory will facilitate the timely delivery of service to these developers.

WATER TARIFF

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Second Revised Sheet No. 1.0
Cancels First Revised Sheet No. 1.0

WATER TARIFF

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

4821 U.S. Highway 19, Suite 2
New Port Richey, Florida 34652
(ADDRESS OF COMPANY)

727-815-0730 / Emergency 727-848-8292
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

WATER TARIFF

TABLE OF CONTENTS

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Rules and Regulations -----	6.0
Service Availability Policy -----	26.0
Standard Forms -----	20.0
Technical Terms and Abbreviations -----	5.0
Territory Authority -----	3.0

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 224-W

COUNTY – Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
6780	07/17/75	73489-W	Original
8080	12/05/77	770521-W	Amendment

(Continued to Sheet No. 3.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, FOR A POINT OF COMMENCEMENT; THENCE RUN NORTH ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 1,320 FEET MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 880 FEET MORE OR LESS TO THE WEST BOUNDARY OF BEACON SQUARE UNIT 13-B AS RECORDED IN PLAT BOOK 9, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST BOUNDARY, A DISTANCE OF 220 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1696 OF SAID UNIT 13-B; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID UNIT 13-B AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 13-A, AS RECORDED IN PLAT BOOK 9, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 12 AS RECORDED IN PLAT BOOK 9M PAGE 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,864.48 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1467 OF SAID UNIT 12; THENCE NORTH A DISTANCE OF 220 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1450 OF SAID UNIT 12; THENCE EAST, A DISTANCE OF 62.75 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1225 OF BEACON SQUARE UNIT 10-A AS RECORDED IN PLAT BOOK 9, PAGES 63 AND 64 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH A DISTANCE OF 85 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1225; THENCE EAST A DISTANCE OF 250.74 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1229 OF BEACON SQUARE UNIT 11-A AS RECORDED IN PLAT BOOK 9 PAGE 73 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH A DISTANCE OF 85.51 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 40 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1229; THENCE NORTH A DISTANCE OF 85.72 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 1,188.80 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1247 OF SAID UNIT 11-A; THENCE SOUTH A DISTANCE OF 92.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT 1247; THENCE EAST ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 139 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF

(continued to sheet 3.2)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

BEACON SQUARE UNIT 1 AS RECORDED IN PLAT BOOK 8, PAGE 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1-A AS RECORDED IN PLAT BOOK 8, PAGE 112 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,631.97 FEET, MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, TO A POINT OF BEGINING; THENCE SOUTH ALONG THE WESERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, A DISTANCE OF 1,493 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A FLORIDA POWER COMPANY CORPORATION EASEMENT AS RECORDED IN SUB PLAT BOOK 1, PAGES 69 AND 70 RECORDED IN PASCO COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID FLORIDA POWER COMPANY EASEMENT, A DISTANCE OF 2,355 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 17 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'0"W ALONG THE NORTH BOUNDARY OF SAID LOT 17, LOT 16 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LOT 15 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA A DISTANCE OF 154.06 FEET, MORE OR LESS, TO THE NORTHWESST CORNER OF SAID LOT 15; THENCE S60°00'00"W ALONG THE NORTH BOUNDARIES OF LOTS 15 THROUGH 13 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA A DISTANCE OF 220 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE S30°00'00"W ALONG THE NORTH BOUNDARIES OF LOTS 12 THROUGH 7, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 415 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S75°00'00"W A DISTANCE OF 160.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 6 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'00"W A DISTANCE OF 400.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT A OF AMBLEWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 25, PAGE 78 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N75°00'00"W A DISTANCE OF 310.00 FEET, MORE OR LESS, TO THE NORTH CORNER OF SAID LOT A; THENCE N30°00'00"W, A DISTANCE OF 220.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 6 OF AMBLEWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 25, PAGE 78 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S75°00'00"W, A DISTANCE OF 390.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 10 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY,

(continued to sheet 3.3)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

FLORIDA; THENCE S30°00'00"W, A DISTANCE OF 310.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT D OF AMBLEWOOD OF GULFTRACE, AS RECORDED IN PLAT BOOK 25, PAGE 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N60°00'00"W, A DISTANCE OF 330.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 17 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF LOTS 19-23, AND 25-26, A DISTANCE OF 560.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 26 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N60°00'00"W, A DISTANCE OF 360.00 FEET, MORE OR LESS, TO THE NORTH CORNER OF LOT 30 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°27'46"E, A DISTANCE OF 186.78 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF LOT 21 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLOIRDA; THENCE S89°32'14"E, A DISTANCE OF 290.54 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT B OF GLENWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE BOUNDARY OF SAID TRACT B, A DISTANCE OF 146.50 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID TRACT B, A DISTANCE OF 250.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 21 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N45°00'00"W, A DISTANCE OF 270.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 25 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 25, A DISTANCE OF 150.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 27 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N75°00'00"E, A DISTANCE OF 450.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 38 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N44°34'10"E, A DISTANCE OF 854.46 FEET, MORE OR LESS, TO THE EAST CORNER OF LOT 45 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID LOT 45, A DISTANCE OF 99.90 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 45 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH BOUNDARY OF LOT 1229 OF BEACON SQUARE UNIT 11-A AS RECORDED IN PLAT BOOK 9, PAGE 73 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 4.73 FEET, MORE OR LESS, TO THE SOUTHEAST

(continued to sheet 3.4)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.3)

CORNER OF SAID LOT 1229; THENCE NORTH A DISTANCE OF 85.72 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 1,188.80 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1247 OF SAID UNIT 11-A; THENCE SOUTH A DISTANCE OF 92.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT 1247; THENCE EAST ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 139 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1 AS RECORDED IN PLAT BOOK 8, PAGE 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1-A AS RECORDED IN PLAT BOOK 8, PAGE 112 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,631.97 FEET, MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, TO A POINT OF BEGINING; THENCE SOUTH ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2,268 FEET, MORE OR LESS, TO A POINT 380 FEET, MORE OR LESS, NORTH OF THE INTERSECTION OF SAID RIGHT-OF-WAY WITH SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE WEST A DISTANCE OF 700 FEET, MORE OR LESS TO POINT OF 380 FEET, MORE OR LESS, NORTH AND 530, MORE OR LESS, EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH A DISTANCE OF 380 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 530 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 30, A DISTANCE OF 1,320 FEET, MORE OF LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 5,280 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 15 EAST, AND THE EAST LINE OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 7,016 FEET, MORE OR LESS TO THE NORTH EAST CORNER OF HOLIDAY LAKES WEST UNIT ONE AS RECORDED IN PLAT BOOK 26, PAGES 17 THROUGH 19 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°54'27"W ALONG THE NORTH BOUNDARY OF HOLIDAY LAKES WEST UNIT ONE AS RECORDED IN PLAT BOOK 23, PAGES 17 THROUGH 19, AND HOLIDAY LAKES WEST UNIT TWO AS RECORDED IN PLAT BOOK 23, PAGES 97 AND 98, A DISTANCE OF 1,984 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID HOLIDAY LAKES UNIT TWO; THENCE S00°19'59"W ALONG THE WEST BOUNDARY OF SAID HOLIDAY LAKES WEST UNIT 2, A DISTANCE OF 799.98 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF HOLIDAY

(continued to sheet 3.5)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.4)

LAKES UNIT FOUR, AS RECORDED IN PLAT BOOK 25, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF PASCO COUNTY; THENCE S89°54'27"W ALONG THE NORTH BOUNDARY OF SAID HOLIDAY LAKES WEST UNIT FOUR, A DISTANCE OF 946 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID HOLIDAY LAKES WEST UNIT 4; THENCE S00°09'54"W, ALONG THE EAST BOUNDARY OF SAID HOLIDAY LAKES UNIT FOUR, A DISTANCE OF 1,424.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 15 EAST, A DISTANCE OF 1693.59 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF TRACT 22 OF TAMPA TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY OF WHICH PINELLAS COUNTY FORMELY WAS A PART; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 22 AND ITS SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 2,165 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE NORTH BANK OF THE ANCLOTE RIVER; THENCE MEANDER IN A NORTHWESTERLY DIRECTION ALONG THE SAID MEAN HIGH WATER LINE, A DISTANCE OF 3,590 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PROPERTY OWNED BY THE FLORIDA POWER CORPORATION, AS DESCRIBED IN THE FINAL JUDGEMENT OF CIVIL CIRCUIT NO. 2015 DATED FEBRUARY 23, 1971 AND RECORDED FEBRUARY 23, 1971 IN OFFICIAL RECORD BOOK NO. 531, PAGE 31, AS CLERKS INSTRUMENT NO. 263921 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER COMPANY PROPERTY, A DISTANCE OF 7,950 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SPUTHWEST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE EAST A DISTANCE OF 1320 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE EAST A DISTANCE OF 1,320 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26, TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE EAST A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE CENTER SECTION CORNER OF SAID SECTION 26; THENCE SOUTH A DISTANCE OF 2,640 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 2,640 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 3100 FEET, MORE OR LESS, TO THE POINT OF BEGINING; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 35, AND THE EAST LINE OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 8380 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

First Revision Sheet No. 4.0
Cancels Original Sheet No. 4.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
PASCO	Westwood	General Services Residential Services	12.0 13.0
PASCO/PINELLAS	Anclote	General Services Residential Services	12.0 13.0

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 2.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility, which is HOLIDAY UTILITY COMPANY, INC. .
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the point of delivery of the Service Connection, whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 5.1)

GARY DEREMER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

15.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered services, or the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
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GARY DEREMER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

(Continued on Sheet No. 8.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment. A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spacers are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

(Continued on Sheet No. 10.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.

20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.

22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.

23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.

24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.

25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

26.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that the customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

(continued to Sheet No. 11.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Second Revised Sheet No. 11.0
Cancels First Revised Sheet No. 11.0
Cancels First Revised Sheet No. 12.0
Cancels Original Sheet No. 13.0
Cancels First Revised Sheet No. 14.0
Cancels Original Sheet No. 15.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from 10.0)

27.0 DISCONNECT BY RENTER/LESSEE: Should a premise becomes unoccupied, such as in the case of a renter moving and disconnecting service, or owner moving but maintaining ownership of premises, the service will be discontinued as instructed by either the lessee or the owner. The owner will however be liable for payment of the base facility charges on an ongoing basis as long as the residence remains unassigned to others through formal application procedures, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Second Revised Sheet No. 12.0
Cancels Original Sheet No. 16.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	16.0
Fire Protection	15.0
General Service, GS	13.0
Meter Test Deposit	17.0
Miscellaneous Service Charges	18.0
Residential Service, RS	14.0
Service Availability Fees and Charges	19.0

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD Monthly

RATE	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"	\$ 5.37
	1"	\$ 13.45
	1 1/2"	\$ 26.90
	2"	\$ 43.07
	3"	\$ 86.11
	4"	\$ 134.56
	6"	\$ 269.14
	<u>General Service Gallonage Charge</u>	
	Per 1,000 Gallons	\$ 1.36

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. On the fifth day after mailing delinquent notice, and in accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued

EFFECTIVE DATE -

TYPE OF FILING

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

RATE	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"	\$ 5.37
	1"	\$ 13.45
	1 1/2"	\$ 26.90
	2"	\$ 43.07
	3"	\$ 86.11
	4"	\$ 134.56
	6"	\$ 269.14

Residential Service Gallonage Charge (Per 1,000 Gallons)

Per 1,000 Gallons \$ 1.36

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. On the fifth day after mailing delinquent notice, and in accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

FIRE PROTECTION CHARGE

RATE SCHEDULE FP

AVAILABILITY - Available throughout the area served by the utility.

APPLICABILITY - To fire hydrants furnishing fire protection installed on public or private property connected to the water mains of the company.

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

BILLING PERIOD- Monthly

RATE - \$4.00

MINIMUM CHARGE- \$4.00

TERMS OF PAYMENT- Net 20 Days

EFFECTIVE DATE-

TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$ 3 x Average Bill	\$ 3 x Average Bill
1"	\$ 3 x Average Bill	\$ 3 x Average Bill
1 1/2"	\$ 3 x Average Bill	\$ 3 x Average Bill
Over 2"	\$ 3 x Average Bill	\$ 3 x Average Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a) after the customer has six months of customer history with the utility. The Company will pay or credit accrued interest of to the Customer's account during the month of December each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code. The Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

- (a) Made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the company),
- (b) Paid with a check refused or returned by a bank,

(continued on Sheet No. 16.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

(continued from Sheet No. 16.0)

(c) Been disconnected for non-payment, or

(d) At any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of **8% per annum** upon the retainment of such deposit.

EFFECTIVE DATE -

TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$10.00
1" and 1 1/2"	\$12.50
2"	\$15.00
2 1/2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit if the meter found to register in excess of prescribed accuracy limits and in accordance with Rule 25-30.266, Florida Administrative Code. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a services charge for conducting the meter test.

METER FIELD TEST REQUEST -- Upon written request of any customer the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed Rule 25-30.265, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ 15.00	\$ 15.00
Normal Reconnection Fee	\$ 10.00	\$ 15.00
Violation Reconnection Fee	\$ 10.00	\$ 10.00
Premises Visit Fee	\$ 10.00	\$ 10.00

EFFECTIVE DATE -

TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

RESERVED FOR FUTURE USE

<u>Description</u>	Refer to Service Availability Policy <u>Amount</u>	<u>Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$ N/A	
1"	\$ "	
1 1/2"	\$ "	
2"	\$ "	
Over 2"	\$ 1	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ 200.00	
1" metered service	\$ 500.00	
1 1/2" metered service	\$ 1,000.00	
2" metered service	\$ 1,600.00	
3" metered service	\$ 3,200.00	
4" metered service	\$ 5,000.00	
6" metered services	\$ 10,000.00	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (GPD)	\$ N/A	
All others-per gallon/month	\$ "	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (GPD)	\$ "	
All others-per gallon/month	\$ "	
<u>inspection Fee</u>	\$ 1	
<u>Main Extension Charge</u>		
Residential-per ERC (GPD)	\$ 1	
All others-per gallon	\$ 1	
or		
Residential-per lot (foot frontage)	\$ N/A	
All others-per front foot	\$ "	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ N/A	
1"	\$ "	
1 1/2"	\$ "	
2"	\$ "	
Over 2"	\$ 1	
<u>Plan Review Charge</u>	\$ 1	
<u>Plant Capacity Charge</u>		
Residential-per ERC (GPD)	\$ N/A	
All others-per gallon	\$ "	
<u>System Capacity Charge</u>		
Residential-per ERC (GPD)	\$ 1	
All others-per gallon	\$ Per Approved Tariff Rate Schedule	

Actual Cost is equal to the total cost incurred for services rendered. 1

EFFECTIVE DATE --

TYPE OF FILING --

GARY DEREMER
 ISSUING OFFICER

PRESIDENT
 TITLE

Second Revised Sheet No. 20.0
Cancels Original Sheet No. 21.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet Number</u>
APPLICATION FOR METER INSTALLATION	23.0
APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0

GARY DEREMER
OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Date: _____

Received From: _____

Address: _____

Account #: _____ for meter deposit.

HOLIDAY UTILITY COMPANY, INC.

By: _____

Print: _____
Representative of HOLIDAY UTILITY
COMPANY, INC.

GARY DEREMER
OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

Sample Application Form

APPLICATION FOR SERVICE

SERVICE ADDRESS			
ACCOUNT NO. (assigned by utility)		BEGIN SERVICE DATE	
NAME	<input type="checkbox"/>	<input type="checkbox"/>	SOCIAL SECURITY NUMBER
PHONE	OWNER	TENANT	DRIVERS LICENSE NO. STATE

DEPOSITS

1. To begin service, a Deposit of 3 x average bill, plus a Connection Fee of \$15.00 payable to HOLIDAY UTILITY COMPANY is required with this agreement.
2. Deposits are necessary to protect paying Customers from losses caused by those who do not pay. Deposits earn interest annually. Interest on deposits held over six months will be credited annually in September to customers' accounts.
3. Deposits are held for a period of 23 months or until service is interrupted. The timely manner in which payments are made will directly affect the deposit. Failure to pay before the delinquent date shown on the monthly bill or returned checks may necessitate an increase in the amount of the deposit to cover two months average billing or delay the refunding of the deposit. Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered.
4. Deposits guarantee the payment of any indebtedness for water and/or sewer, which may be or become due to the Company by the Customer. Customer agrees that the deposit may be applied in discharge of an indebtedness of the Customer to the Company whatsoever and that the Company may use the deposit as if the Company were the absolute owner thereof. Upon discontinuance of the service covered by this deposit the Company agrees to refund to the Customer the deposit less any amounts then due the Company.
5. Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of the deposit to cover any indebtedness.

BY SIGNING THIS AGREEMENT, THE CUSTOMER AGREES TO THE FOLLOWING:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold service to such apparatus of device.
2. The Company may refuse or discontinue water service rendered under allocation made by any member or agent of a household, organization or business for any of the reasons contained in Rule 25 – 30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for water service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.

(Continued on Sheet 22.1)

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No 22.0)

5. When a Customer wishes to terminate service on any premises where water and wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.
6. The Customer agrees that the duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, testing, inspecting or removing Company property, reading meters and other purposes incidental to performance under or termination of Company's agreement with the Customer. And in such performance, the Company shall not be liable for trespass.
7. By the signing of this agreement, the Customer recognizes and agrees to abide by all existing policies, Tariffs, Rules and Regulations of the Company and any amendments thereto. Copies of said Rules and Regulations, and amendments thereto, are available for inspection at the utility office.
8. The Customer further agrees that all bills for water and/or sewer will be paid on or before the due date, and if not so paid the Company will have the right to disconnect service and charge a fee for payment collection or reconnecting the service. It is further understood and agreed that the sale of water occurs at the meter and the Company has no responsibility relative to service after the water reaches the Customer's side of the meter.

Customer Signature: _____

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Date: _____

We, HOLIDAY UTILITY COMPANY, INC. , agree to install _____ meter at
_____, Account Number
_____. The meter installation fee is to be _____. Payable at the time of
installation.

HOLIDAY UTILITY COMPANY, INC.

By: _____

Print: _____
Utility Representative

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

COPY OF CUTOMER'S BILL

727-848-8292
 Holiday Utility Company
 PO Box 398
 New Port Richey, Floarida 34662

Postage

METER READ		USAGE	AMOUNT

Bal Forward.
 Water
 Total

DUE DATE	AMT DUE
ACCT NO	IF LATE PAY
BILL DATE	SRV TYPE

STREET ADDRESS	
DUE DATE	IF LATE PAY
RETURN THIS STUB WITH PAYMENT	
ACCT NO	AMT DUE

Special Memo Area

Customer Name and Address

GARY DEREMER
 ISSUING OFFICER

PRESIDENT
 TITLE

First Revised Sheet No. 25.0
Cancels Original Sheet No. 26.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 18.0
Service Availability Policy.....	Go to Sheet No. 25.0
Table of Daily Flows.....	N/A

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water service to approximately 334 residential and commercial customers. The existing service area has some area available for general service customers.

There are two developer agreements in existence at this time:

- 1) Gulfwinds LLC
- 2) Mickler Estate Property Development

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

224-W

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

HOLIDAY UTILITY COMPANY, INC.

Whose principal address is

P. O. BOX 27

TARPON SPRINGS, FL. 33589 (PASCO COUNTY)

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

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

ORDER 6780 DATED 7-17-75 DOCKET 73489-W

ORDER 8080 DATED 12-5-77 DOCKET 770521-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

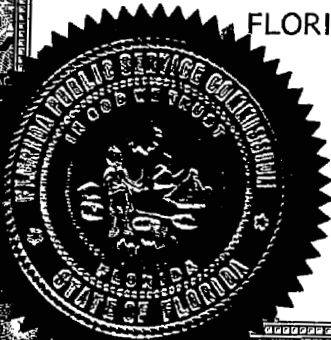
BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. DeValley

Administrative Secretary

William J. Mayo

Chairman



20,000.00



Rcpt: 680860 Rec: 10.50
DS: 148.00 05/15/03 09:11am 1 of 2
05/15/03 Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK
OR BK 5358 PG 368

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

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
Kenneth R. Misemer

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

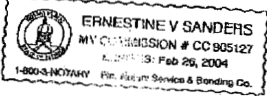
Ernestine V. Sanders
Ernestine V. Sanders

STATE OF FLORIDA
COUNTY OF PASCO

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

Ernestine V. Sanders
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"



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

JED PITTMAN PASCO COUNTY CLERK
 09/16/03 10:38am 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. R. Weaver
Print Name J. R. 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: Stan E. Mickler, PAL 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. N/A 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:

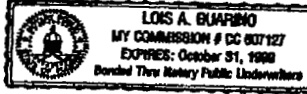


OR BK 5539 PG 1951
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STATE OF FLORIDA
COUNTY OF PINELLAS

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. Blarino
Notary Public
Print Name
My Commission Expires:



OR BK 5539 PG 1952
4 of 5

H:\DATA\ATY\DSB\DIMMITT\EASEMT.NAT

THIS IS NOT A SURVEY

WESTWOOD UNIT TWO
(PLAT BOOK 9, PAGE 109)

N

SCALE: 1"=100'

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

HAYVER (FIELD) HICKORY (PLAT) LAKE

86 85 84 83 82 81 80 79

N89°15'34"E 434.55'

S89°15'34"W 347.56'

N00°41'46"W 10.00'

N00°44'26"W 57.00'

0.21 ACRES ±

SOUTH LINE OF WESTWOOD UNIT TWO S00°44'26"E 67.00'

S89°15'34"W 87.00'

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

TRACT 64

TRACT 58

N00°41'46"W 857.85'

S89°19'53"W SOUTH LINE OF SEC. 19-26-16
(Bearing Basis)

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.

DR 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.

DIMITT CAR LEASING

SHETCH AND LEGAL DESCRIPTION

SCALE 1"=100'	DATE 9/10/96	DRAWN ACAD	CALCULATED 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
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 34625
(813) 791-1441 • FAX: (813) 791-9228