

ORIGINAL

RECEIVED FPSC

04 DEC 30 AM 10:00

Colonial Manor Utility Company

*Gary Deremer, President
PO Box 398
New Port Richey, Florida 34652
Tel: 727-919-0408 Fx: 727-848-7701*

COMMISSION
CLERK

041461 - W/B

December 23, 2004

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

Initials of person who forwarded check:

04 DEC 30 AM 9:48

DISTRIBUTION CENTER

Ms. Blanco Bayo, Director
Division of The Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Application for Sale of Facilities Currently Known Floralino Properties, Inc. Utility System To be Known as Colonial Manor Utility Company

Dear Ms. Bayo:

Please find the enclosed application for transfer of ownership of the above referenced utility system. This is an asset purchase a new corporation has been formed for the utility which will become Colonial Manor Utility Company. Colonial Manor will be owned by me as President and 51% shareholder and Cecil Delcher as Vice President and 49% shareholder.

Mr. Delcher and I possess an extensive and diverse background in the water and wastewater utility related industry. I am enclosing our resumes as a part of our application package. In addition, I am the current owner of two Pasco County systems and have a third system in the transfer process at this time, all of which are noted on the application as well.

Over the past 20 years, I have made utility operations my career. I am also licensed by the Florida Board of Business and Professional Regulation as an Underground Utility Contractor, hold a Class "A" Drinking Plant Operator License as well as a class "B" Wastewater Treatment Plant Operator License issued by the Florida Department of Environmental Protection. I also hold certifications a Class "A" Water Distribution Technician, Class "A" Wastewater Collection Technician and Backflow Prevention Technician as issued by the FWPCOA.

Mr. Delcher has been licensed by the Florida Department of Business and Professional Regulation as a General Contractor for over 30 years and in the most recent 10 years focused much of his career on utility related construction. Mr. Delcher has also held a treatment operating license in the past.

Original Tariff forwarded to ECR.

DOCUMENT NUMBER-DATE

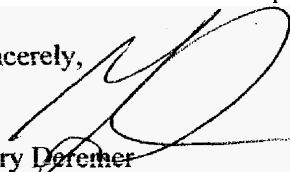
13625 DEC 30 03

FPSC-COMMISSION CLERK

Page Two
RE: Floralino Properties, Inc.
12/23/04

I hope the information contained in our application is sufficient, please do not hesitate to contact me if additional data is required.

Sincerely,



Gary DeFener
President

Enc.



COLONIAL MANOR UTILITY COMPANY

4821 US HWY 19 SUITE 2
NEW PORT RICHEY, FL 34652

1113

DATE 12/28/04

63-1377/631

CHARLARD STYLE .XG

PAY
TO THE
ORDER OF

Florida Public Service Commission

\$ 1,500.00

one thousand five hundred dollars ⁰⁰/₁₀₀

DOLLARS

 Security Features. Details on Back.


MERCANTILE BANK
Port Richey, Florida 34668

FOR Application Fees Florida's Property

J. Lewis

MD

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

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

The undersigned hereby makes application for the sale,
assignment or transfer of (all or part) of Water Certificate No.

153W and/or Wastewater Certificate No. N/A or facilities 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 applicant:

Floralino Properties, Inc.
Name of utility

(727) 843-0064 ()
Phone No. Fax No.

5147 Marine Parkway, Suite B
Office street address

New Port Richey, FL. 34652
City State Zip Code

Same
Mailing address if different from street address

Internet address if applicable

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

Victoria Penick (727) 848-8292
Name U.S. Water Services Corp. Phone No.
4939 Cross Bayou Boulevard
Street address
New Port Richey, FL: 34652
City State Zip Code

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

Colonial Manor Utility Company
Name of utility
(727) 919-0408 (727) 848-7701
Phone No. Fax No.

5320 Captains Court
Office street address
New Port Richey, FL. 34652
City State Zip Code

P.O. Box 398, New Port Richey, FL 34652
Mailing address if different from street address

Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other: _____
(specify)

E) The date and state of incorporation or organization of the buyer:

9/16/03 - Florida

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

Gary Deemer - President	5320 Captains Ct. N.P.R., FL. 34652
Cecil Delcher - V. President	11702 Forest Hills Dr Tampa, FL. 33612
Victoria Penick - Sec/Treas	5525 Berkley Rd NPR, FL 34652

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit I - A statement 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.

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

Dixie Groves Utility Company - Pasco Co - 139W
Virginia Utility Company - Pasco Co - 149W
Holiday Utility Co, Inc - Pasco (Pending Transfer) - 224W

- C) Exhibit II - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit III - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit II - A statement describing the financing the purchase.

- F) Exhibit V + II - A list of all entities upon which the applicant is relying to 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.

G) Exhibit VI - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Victoria Penick (727) 848-8292
Name U.S. Water Services Corp. Phone No.
4939 Cross Bayou Boulevard
Street address
New Port Richey, FL 34652
City State Zip Code

J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

K) Exhibit VII - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) Exhibit VIII - 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 standards set by the Department of Environmental Protection (DEP).

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard 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 violation, 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 to make them.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit IX - 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. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit IV - 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. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit IX - 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. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$1,500⁰⁰ (for water) and N/A (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V OTHER

- A) Exhibit X - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where 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.
- B) Exhibit XI - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C) Exhibit XII - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

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

BY: Anthony Tubolino
Applicant's Signature
Anthony Tubolino
Applicant's Name (Typed)
President
Applicant's Title *

Subscribed and sworn to before me this 23rd day in the month of December in the year of 2004 by Anthony Tubolino Sr.

who is personally known to me or produced identification

Type of Identification Produced

Jaime Mikolai
Notary Public's Signature

Jaime Mikolai

Print, Type or Stamp Commissioned
Name of Notary Public



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

Colonial Manor Utility Company

*Gary Deremer, President
PO Box 398
New Port Richey, Florida 34652
Tel: 727-919-0408 Fx: 727-848-7701*

December 17, 2004

FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

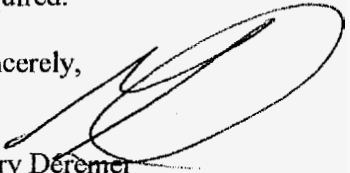
RE: Floralino Properties, Inc. Utility System (a/k/a Colonial Manor Utilities)
Customer Deposits

Dear Commission:

Please accept this brief statement confirming that all existing deposits held by Floralino Properties, Inc. on 01/01/04 were transferred to my control. This was transacted by written check from the previous owner Mr. Tubolino, to the new operating entity which is pending approval by your office titled Colonial Manor Utility Company.

I hope this information is sufficient, please do not hesitate to contact me if additional data is required.

Sincerely,


Gary Deremer
President

Part II
Financial and Technical Information

Exhibit I

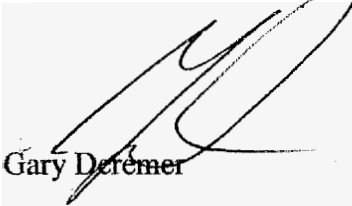
Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part II item A.

EXHIBIT I

The transfer of this utility is being made to persons who have many years of water and wastewater utility related experience in operations, management and maintenance. The buyers have the expertise and finances to better serve the public. There for the transfer is in the best interest of the public. We are attaching, as part of Exhibit I, the resume and financial statements of both Gary Deremer and Cecil Delcher who are the shareholders of the new corporation, Colonial Manor Utility Company, formed to purchase the assets of the Floralino Properties, Inc. Utility System.

They buyer agrees to fulfill the commitments, obligations and representations of the seller with regard to operation of this utility system.



Gary Deremer



**GARY DEREMER
RESUME**

4939 Cross Bayou Boulevard
New Port Richey, Florida 34652
Ph: 727-919-0408 Fx: 727-848-7701

Current Professional Experience:

U.S. Water Services Corporation – Principal Founder and President, Mr. Deremer is responsible for the firm's overall strategic growth, management, business development and quality control of utility design, construction, operation and maintenance. Mr. Deremer has over twenty years of progressive, successful experience in all phases of water and wastewater services including professional consulting, engineering, complete utility operations, environmental laboratory services, maintenance, management and construction.

- Professional experience provides first hand knowledge of all aspects of water and wastewater utility operation, design, regulatory requirements, engineering, maintenance, construction, laboratory services, water distribution and wastewater collection systems.
- Performs economic feasibility and operating efficiency cost analysis for water and wastewater facilities and utility systems. As a result of these analyses the clients have saved and continue to save considerable sums of money.
- Most recent experience involves biological nutrient removal for package wastewater treatment systems. Clients include: the Florida Department of Transportation, Florida Department of Environmental Protection and numerous investor owned utilities throughout Florida.
- Considerable experience related to reverse osmosis, lime softening, ion exchange filtration, activated carbon, pressure and gravity filtration, iron removal, extended aeration, contact stabilization, nitrogen and phosphorus removal, high level disinfection, advanced waste treatment, sequential batch reactors, rotating biological contactors, trickling filters, rapid infiltration basins, spray fields, wetland treatment & disposal systems, reuse and reclaim systems and surface water discharges.
- Extensive experience in Water & Wastewater package plant Design, Construction, Troubleshooting, Operations and Maintenance.
- Responsibilities include direct involvement and oversight of the preparation of various technical reports, policies and plans relating to water

- conservation, water distribution cross connection control, emergency operation procedures, auxiliary power generation, disaster preparedness, capacity analysis for water and wastewater systems, unaccounted water studies and safety programs.
- Provides contract negotiations for private and public utilities relating to bulk water and wastewater agreements, service territories and associated fee and rate schedules.
- Additional responsibilities include, personnel training and development, quality control and facility assessments.
- Provide expert witness testimony in regard to matters of utility system operation and maintenance.

City of Port Richey – Currently, and for 10 years, has maintained the appointed public position of Consulting Director for the City of Port Richey, Florida. A Public Utility System located in Pasco County, serving over 9000 residents.

Past Professional Experience:

American Water Services, Inc.

11/00 – 04/03 General Manager and Vice President for the State of Florida and Caribbean Operation and Maintenance Division of American Water Services, Inc., formerly known as Azurix North America, H₂O Utility Services and Culligan Operating Services; responsibilities included planning, budgeting, staffing, business development, training, and provision of overall management, leadership and direction for the Division. The division consisted of more than 150 employees with estimated annual sales in excess of \$24,000,000.00 for the year 2002.

- Prepared and implemented a merger plan to amalgamate H₂O Utility Services, Inc., & Culligan Operating Services into a Florida Operations and Maintenance Group. The merger plan provided the foundation and blueprint for the Florida Operations and accurately identified areas of administrative consolidation including office

locations, equipment and staffing resources, the cross marketing of business lines within and outside of the Florida group, the creation of geographical regions to enhance customer service and increase profitability, and future markets. The plan was successfully implemented in January 2001 as demonstrated by achieving target margins, staffing stability, increased market share and notable growth.

- The merger plan covered the selection and development of key management personnel, the creation of detailed job descriptions and compensation packages remunerating vital personnel based upon performance and profitability within respective venues. In addition, detailed job descriptions were produced, market salary surveys were conducted and progressive job classifications were developed for all levels of staffing. An adjustment was made to realign compensation levels commensurable to licensing, responsibility, training and experience.

Founder H₂O Utility Services, Inc. 1993

President from inception to 2000 when this company was sold to Azurix/American Water Services, Inc. As a utility operations and maintenance company, the company primarily provided utility related services within the State of Florida. In 1998 the company was expanded to provide Engineering, General Contracting and Laboratory Services. The company experienced progressive growth and substantial profitability and became part of a national company at the time of sale.

- Provided contract management of public, private and individual utilities serving a population of more than 450,000 residents.
- Provided operation, maintenance and management for more than 300 separate water treatment and distribution facilities including 450 groundwater wells ranging in size from .035 MGD to 2.0 MGD.
- Provided operation, maintenance and management for more than 180 separate wastewater treatment and collection facilities ranging in size from .005 MGD to 4.0 MGD.
- Supervised the maintenance activities for various municipal water treatment and distribution systems, and wastewater collection systems with capacities up to 60.0 MGD, including large scale piping system repairs up to 48 inches in diameter.
- Supervised and coordinated all phases of utility related construction project management, including design, design-build, and design-build-operate projects.

Utility Manager - City of Port Richey - May 1989-October 1993 (as direct city employee):

- Managed a twenty million dollar water and wastewater utility system. Utility system services approximately 9,000 residents in West Pasco County, Florida. Developed and implemented plans and procedure for the efficient operation and maintenance of the City's utility system.
- Conducted feasibility studies for private utility systems acquisition.
- Supervised personnel engaged in utility billing, inspection, water and wastewater operation, and maintenance.
- Made recommendations to City Council regarding sufficiency of rates, capital improvements, budgeting, staffing and Utility related contracts.

Plant Operator II - City of St. Petersburg - 1985-May 1989:

- Performed as Plant Operator in 65 MGD lime softening filtration plant.
- Operated centrifugal pumps, limeslakers, solid contact basins, rapid sand filters, coagulation /flocculation feed equipment, aerators, emergency power generators, chlorination equipment, and booster pump stations.

Field Supervisor- Pasco County Utilities – 1983 – 1985:

- Working Supervisor responsible for one or more field crews performing maintenance on the County's water distribution and wastewater collection systems. Work included operation of televising and jet vactor truck, valve, fire hydrant and water meter replacements and repair of broken water and sewer lines.

Extracurricular Professional Activities:

- Prepared curriculum and taught Backflow/Cross Connection on behalf of Region 4 of the Florida Water and Pollution Control Operators Association.
- Instructed students during an annual Short School in the subjects of mathematics and lime softening.
- Conducted numerous oral presentations on water conservation to various civic associations in West Pasco County.

Education:

- California State University, Sacramento. Advanced Waste Treatment Course. January 1994.
- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Wastewater Collection. Technology training Course. September 1993

- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Water Distribution B Technology Training Course. April 1993.
- Florida Chamber of Commerce Environmental Permitting Summer School. July 1991, August 1990.
- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Wastewater Collection Class C Technology Training Course. August 1991.
- California State Univ. Sacramento. Operation of Wastewater Treatment Plants. Volume I: July 1991. Volume II: August 1991.
- Pinellas Vocational Technical Institute. Florida Water and Pollution Control Operators Association. California State University, Sacramento. Operation and Maintenance of a Water Distribution System. February 1990.
- Michigan State University. Supervisory Management in the Water/Wastewater Field. November 1990.
- University of Florida. Water Treatment Plant Operations Course. December 1988.
- California State University, Sacramento. Water Treatment Plant Operation. Volume I: January 1988. Volume II: July 1988.
- Pinellas Vocational Technical Institute. Water Operations Training Program Class C. December 1986.
- Florida Water and Pollution Control Operators Association. Water and Wastewater Treatment. Annual Short School. December 1986. October 1987. February 1988.
- Backflow Prevention Assembly Tester Training Course. September 1990.
- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Water Distribution Class C Technology Training Course. August 1990.
- California State University Sacramento. Operation and Maintenance of Wastewater Collection Systems. Volume I: June 1990. Volume II: September 1990.
- State of Florida, Department of Business and Professional Regulation; Licensed Wastewater Treatment Plant Operator. Certification (#COB8727): Class B July 1994 /Class C May 1990
- Wastewater Collection Technician. Class A Certification #358 July 1997
- Wastewater Collection Technician. Class B Certification #563. October 1993.
- Wastewater Collection Technician. Class C Certification #1351. August 1991.
- Backflow Prevention Assembly Tester. Certification #7.
- Water Distribution Technician. Class A Certification #285 July 1997
- Water Distribution Technician. Class B Certification #371, April 1993.
- Water Distribution Technician. Class C Certification #996. August 1990

Professional Memberships:

- American Water Works Association
- Florida Water and Pollution Control Operators Association
- National Rural Water Association

Professional Certifications:

- State of Florida – Licensed Underground Utility Contractor, 2002
- State of Florida, Department of Business and Professional Regulation: Licensed Water Treatment Plant Operator, Certification (#COA5894) : Class A February 1989 / Class B August 1988 /Class C February 1987 / Class D Nov. 1986

CECIL DELCHER - Resume

4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

Ph: 727-848-8292 Fx: 727-848-7701

Background:

Mr. Delcher has been in the construction field for over thirty years, and has participated in the construction of a wide range of utility, housing and major public works projects in Florida. He has extensive knowledge of the construction process, and the management of large construction projects to ensure quality that meets project specifications, both in terms of cost and time constraints. Successful business relationships have been enjoyed with associates and developers such as US Homes and Lindrick Corporation over the years. Mr. Delcher's attention to detail and excellent client communication have resulted in many repeat projects based on long term successful relationships he has established, both with public and private clients.

Current Professional Experience:

U.S. Water Services Corporation – Vice President, Principal and Certified General Contractor. U.S. Water Services Corporation, is a firm initiated by a group of water and wastewater professionals with high levels of expertise in relation to the business, technical and construction aspects particular to the government regulated water treatment industry. Responsibilities include oversight of bidding, planning and quality control on all major construction projects as well as participation of overall business direction of the company.

D N D Property Partners, Inc. – Vice President and Principal. Property holding company particularly related to provision of water wells for public water systems.

Past Professional Experience:

Azurix North America

- 11/00 – 05/03 General Contractor Qualifier. In his role as a General Contractor, Mr. Delcher was responsible for quality control on all major construction projects. During this period of time, the company's construction divisions were responsible for up to \$10,000,000 of construction annually.

- Services performed under his supervision included building construction, major water and wastewater plant rehabilitation and reconstruction, new plant construction, water distribution and wastewater collection line installation, as well as wastewater lift station and force main construction.

H2O Utility Services, Inc.

- 01/97-11/00 General Contractor Qualifier. H2O Utility Services, Inc. was acquired by the Azurix North America 11/00. Responsibilities included building construction, major water and wastewater plant rehabilitation and reconstruction, new plant construction, water distribution and wastewater collection line installation, as well as wastewater lift station and force main construction and advisement on general business matters. Knowledge and insight gathered from his extensive utility construction experience proved invaluable assisting the company successfully construct a wide range of water and wastewater facilities around the State.

Lindrick Corporation

Housing and Utility System Development.

US Homes, Inc.

National representative residential and multi-unit housing construction.

Utility and Public Works Projects:

- Constructed 30,000 sf corporate office building – 2000-2001
- Constructed 150,000 gallon elevated storage tank and other water system improvements for the City of Mascotte – 1999
- Constructed master lift station for 1,000,000 gpd tie in of Gulf Harbors WWTP to City of New Port Richey system - 1999
- Constructed Chapel Avenue wastewater pumping station improvements for the City of Port Richey – 1999
- Constructed wastewater pumping station and fire service line for Evangel Assembly of God – Orlando, Florida – 1999
- Constructed duplex submersible wastewater Pumping station for Manatee County – 1999
- Constructed wastewater lift station for Lecanto Middle School – Citrus County School Board - 1999

- Demolition of 150,000 gpd Tarpon Lake wastewater treatment plant and restoration of site for Pinellas County – 1998
- Constructed tertiary filter and flow equalization system modifications to Country Meadows 300,000 gpd wastewater treatment facility, Plant City - 1998
- Constructed new aerobic digester and other plant modifications for 0.36 mgd Jasmine Lakes wastewater treatment facility - 1998
- Constructed hydropneumatic tank and water system improvements for Florida Church of God, Wimauma - 1998
- Constructed ground storage tank modifications for the City of Port Richey water treatment plant – 1994
- Constructed sedimentation basin modifications for the City of Port Richey water treatment plant – 1994
- Relocated the City of Port Richey water treatment and storage facility – 1992
- Constructed the Clay Shake Bridge for the City of Port Richey - 1991
- Constructed the Cross Bayou Bridge for Pasco County – 1983
- Constructed upgrades and modifications to the Lindrick Service Corporation Gulf Harbors to 1,000,000 gpd wastewater treatment plant - 1982
- Constructed three miles of canal in Sea Forest subdivision in Pasco County – 1982
- Constructed 60,000 gpd Highland Lakes potable water treatment plant – Pinellas County – 1973

Education:

- University of Florida, Bachelor of Science, Business Administration – 1960

Professional Certifications and Licenses:

- Licensed General Contractor – State of Florida, 1972, Certificate # CGC-003307
- Florida Wastewater Treatment Certificate, “C”, #5902
- Commercial Pilot’s License, Instrument Rating

Military:

- Patrol Plane Commander, Pacific Fleet
- Retired Lieutenant Commander, USNR

Part II
Financial and Technical Information

Exhibit II

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part II item C.1, C.2, C.3, E , F

THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL BALANCE OR PRINCIPAL PAYMENT DUE UPON MATURITY IS \$140,143.43, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE SECURING THIS NOTE.

MORTGAGE NOTE

\$180,000.00

Port Richey, Florida

Dated: January 20, 2004

Effective January 1, 2004

Maturity date: January 1, 2009

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to **FLORALINO PROPERTIES, INC., a Florida corporation**, or order (the Lender or Holder), in the manner hereinafter specified, the principal sum of One Hundred Eighty Thousand Dollars (\$180,000.00) with interest from the date of January 1, 2004 at the rate of Seven (**7.00%**) per cent. per annum on the balance from time to time remaining unpaid. The said principal and interest shall be amortized over **180** months and payable in lawful money of the United States of America at: P.O. Box 5017, Largo, FL 34649 or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

59 consecutive monthly installments of principal and interest in the amount of **\$1,617.89** are due and payable commencing on February 1, 2004 followed by one payment of all remaining unpaid principal in the amount of \$140,143.43, together with all accrued interest due thereon, on January 1, 2009, together with any advancements made by the mortgagee under the terms of the mortgage securing this note.

During the first five (5) years of the loan term, I must pay a prepayment charge equal to: 5% of the original loan balance during the first year of the loan term; 4% of the original loan balance during the second year of the loan term; 3% of the original loan balance during the third year of the loan term; 2% of the original loan balance during the fourth year of the loan term; and 1% of the original loan balance during the fifth year of the loan term. If I make a partial prepayment, there will be no changes in the due dates or amounts of my payments unless the Lender agrees in writing to those changes.

Unless the law requires otherwise, Lender will apply each of my payments hereunder in the following order and for the following purposes:

- First, to pay prepayment charges due hereunder;
- Second, to pay any advances due to the Lender under the Security Instrument;
- Third, to pay the interest due to Lender hereunder;
- Fourth, to pay deferred interest, if any, due to Lender hereunder;

Fifth, to pay principal due hereunder;
Last, to pay late charges due hereunder.

The mortgage securing this note is not assumable without the written consent of the Mortgagee; in the event of sale of the subject property, whether by deed or agreement for deed, the entire principal balance remaining unpaid shall become due and payable at the option of the Mortgagee.

This note with interest is secured by a mortgage on real estate of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor, and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity date of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL BALANCE OR PRINCIPAL PAYMENT DUE UPON MATURITY IS \$140,143.43, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE SECURING THIS NOTE.

BY SIGNING THIS NOTE BORROWER AGREES TO PAY A PREPAYMENT CHARGE IN CERTAIN CIRCUMSTANCES. PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE PREPAYMENT PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

Colonial Manor Utility Company, a Florida corporation



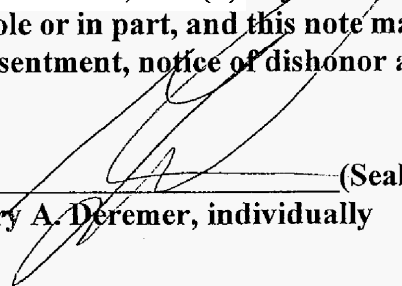
Gary A. Dereemer, President

(corporate seal)

4821 U.S. Hwy. 19, Ste. 2, New Port Richey, FL 34652

All Florida documentary tax stamps required by law have been paid on and are affixed to the original mortgage recorded in the public records of Pasco County, Florida.

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) irrespective of the genuineness, validity, regularity or enforceability of this note, hereby endorses this note and unconditionally guarantees to any holder full payment of the indebtedness evidenced by this note when due by acceleration or otherwise and all other sums due hereunder; agrees to all the terms and conditions of this note; and consents that from time to time, without notice to the undersigned and without affecting any liability of the undersigned, (a) any collateral for payment of this note may be exchanged, released, surrendered, sold (by foreclosure or otherwise) applied or otherwise dealt with at the election of the holder, and (b) any time of payment under this note may be extended or accelerated in whole or in part, and this note may be renewed in whole or in part. The undersigned waives presentment, notice of dishonor and protest.



(Seal)
Gary A. Dereemer, individually



(Seal)
Cecil Delcher, individually

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON STEPHEN C. BOOTH, ESQ. (727) 842-9105	
B. SEND ACKNOWLEDGEMENT TO: Name BOOTH & COOK, P.A.	
Address 7510 RIDGE ROAD	
Address	
City/State/Zip PORT RICHEY, FL 34668	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4821 U.S. HIGHWAY 19, SUITE 2		CITY NEW PORT RICHEY	STATE FL	POSTAL CODE 34652
RE: ORGANIZATION DEBTOR		CORPORATION	FLORIDA	P03000101696 <input type="checkbox"/> NONE

2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

3: SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)- INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME FLORALINO PROPERTIES, INC.				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS POST OFFICE BOX 5017		CITY LARGO	STATE FL	POSTAL CODE 34649

SEE THE ATTACHED EXHIBIT "A"

5. ALTERNATE DESIGNATION (if applicable)

<input checked="" type="checkbox"/> AG. LIEN	<input type="checkbox"/> GNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER	

7. OPTIONAL FILER REFERENCE DATA 03-559

STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME COLONIAL MANOR UTILITY COMPANY			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

9. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10a. ORGANIZATION'S NAME				
10b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
10d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION	10e. TYPE OF ORGANIZATION	10f. JURISDICTION OF ORGANIZATION	10g. ORGANIZATIONAL ID#

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. This FINANCING STATEMENT covers timber to be cut or
 as-extracted collateral, or is filed as a fixture filing.

13. Description of real estate:

SEE THE ATTACHED EXHIBIT "B"

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction – effective 30 years
 Filed in connection with a Public-Finance Transaction – effective 30 years

Exhibit "A"

Water distribution system constructed to serve Units 1, 2, 5 and 7 of Colonial Manor Subdivision in Pasco County, Florida, and all adjunct sites, together with all of the water, water rights, mains, service laterals, hydrants, valves, pipelines, pumps, equipment and appurtenances, all contracts and contract rights arising therefrom, together with all easements and public rights of way necessary or appurtenant thereto for the operation, maintenance, repair and replacement thereof,

Together with all income, revenues, records and customer lists relating to the foregoing, including, but not limited to, all customer service deposits, all prepaid customer bills and invoices, and all accruals thereunder,

Together with all transferrable permits, licenses and governmental approvals relating to all of the foregoing.

Exhibit "B"
(Legal Description)

Parcel 1:

Lot 25, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 1, recorded in Plat Book 8, Page 12, Public Records of Pasco County, Florida.

Parcel 2:

Lots 128 and 129, COLONIAL MANOR, UNIT 2, recorded in Plat Book 8, Page 30, Public Records of Pasco County, Florida.

Parcel 3:

Lots 321 and 322, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 4:

Lot 388, Less the Northerly 10 feet thereof and Lot 389, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 5:

Lot 74, COLONIAL MANOR UNIT 7, recorded in Plat Book 9, Page 57, Public Records of Pasco County, Florida.

First American Title Insurance Company

FATIC-217P
ALTA COMMITMENT 1982

TITLE INSURANCE COMMITMENT



Issued by

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.


Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



CONDITIONS

1. **DEFINITIONS** (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.
2. **LATER DEFECTS** The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.
3. **EXISTING DEFECTS** If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. **LIMITATION OF OUR LIABILITY** Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT** Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

First American Title Insurance Company

SCHEDULE A

Agent File No:

1. Commitment Date: **December 01, 2003** at 8:00 a.m.

2. Policy (or Policies) to be issued:

(a) Owner's Policy (Identify policy type below) Policy Amount \$ **50,000.00**
ALTA Owners Policy (10-17-92)(with Florida Modifications)

Proposed Insured: **Colonial Manor Utility Company**

(b) Loan Policy (Identify policy type below) Policy Amount \$ ~~125,000.00~~ 
ALTA Loan Policy (10-17-92)(with Florida Modifications)

Proposed Insured: **A Natural Person Or Legal Entity To Be Designated its successors and/or assigns as their respective interests may appear**

(c) Other Policy (Identify policy type below) Policy Amount \$

Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Parcel 1-4: Floralino Properties, Inc., a Florida Corporation and Parcel 5: Anthony Tubolino

4. The land referred to in this Commitment is described as follows :

See Attached Schedule A Continued

Booth & Cook, P.A. Attorneys at Law

By: 

Authorized Signatory

Issuing Office File No: 2061-389263

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

First American Title Insurance Company

Schedule A (Continued)

Agent File No.:

Parcels 1:

Lot 25, less the Southerly 15' thereof, COLONIAL MANOR, UNIT 1, recorded in Plat Book 8, Page 12, Public Records of Pasco County, Florida.

Parcel 2:

Lots 128 and 129, COLONIAL MANOR, UNIT 2, recorded in Plat Book 8, Page 30, Public Records of Pasco County, Florida.

Parcel 3:

Lots 321 and 322, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 4:

Lot 388, less the Northerly 10' thereof and Lot 389, less the Southerly 15' thereof, COLONIAL MANOR, UNIT 5, recorded in Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 5:

Lot 74, COLONIAL MANOR, UNIT 7, recorded in Plat Book 9, Page 57, Public Records of Pasco County, Florida.

First American Title Insurance Company

FATIC 214X
ALTA Commitment (1982)

SCHEDULE B - SECTION 1 REQUIREMENTS

Agent's File No.:

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
 - a. Warranty Deed conveying the land from Parcels 1-4: Floralino Properties, Inc., a Florida Corporation, to Colonial Manor Utility Company, a Florida Corporation. In connection with said deed, we will further require:
 - 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation;
 - 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation, together with examples of their signatures;
 - 3) The corporation must have been formed as of the time they acquired title, the date the corporation acquired title to the land;
 - 4) Certificate from the Secretary of State of said corporation's current good standing;
 - 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the procedure set out in §607.1202, F.S.; and
 - 6) The Company reserves the right to make such further requirements as it deems necessary after reviewing any of the documentation required above.
 - b. Warranty Deed conveying the land from Parcel 5: Anthony Tubolinon, as a single person or joined by spouse, if married, to Colonial Manor Utility Company, a Florida Corporation.

First American Title Insurance Company

5. Satisfactory evidence must be furnished as to the proper incorporation of Colonial Manor Utility Company, a Florida corporation, prior to acquisition of the property described in Schedule "A", together with proof as to the current status of said corporation in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
6. Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to the closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company, and all other parties in interest; meeting the minimum standards for all land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 21 HH 6, Florida Administrative Code. The Company reserves the right to make such additional requirements and/or to modify the legal description (shown on Schedule A herein), as it may deem necessary.
7. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, and Water, Sewer and Trash Removal Charges, if any, have been paid.

Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

First American Title Insurance Company

FATIC 216X
ALTA Commitment (1982)
(with printed mineral exception)

SCHEDULE B - SECTION 2 EXCEPTIONS

Agent's File No.:

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year **2004** and subsequent years, which are not yet due and payable.
8. Note: 2003 ad valorem taxes show **PAID** in the gross amount of \$327.94 without homestead exemption for Tax Identification No. 19/26/16/0070/00000/0250. Assessed value is \$16,632.00
9. Note: 2003 ad valorem taxes show **PAID** in the gross amount of \$202.74 without homestead exemption for Tax Identification No. 19/26/16/0080/00000/1280. Assessed value is \$10,282.00
10. Note: 2003 ad valorem taxes show **PAID** in the gross amount of \$218.96 without homestead exemption for Tax Identification No. 19/26/16/009B/00000/3210. Assessed value is \$11,105.00
11. Note: 2003 ad valorem taxes show **PAID** in the gross amount of \$156.10 without homestead exemption for Tax Identification No. 19/26/16/009B/00000/3880. Assessed value is \$7,917.00

First American Title Insurance Company

12. Note: 2003 ad valorem taxes show **PAID** in the gross amount of \$176.20 without homestead exemption for Tax Identification No. 20/26/16/0520/00000/0740. Assessed value is \$8,862.00
13. Note: 2003 Tangible taxes show PAID in the gross amount of \$452.73 for tax identification no. 2 F00430000.
14. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 1, as recorded in Plat Book 8, Page(s) 12, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
15. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 2, as recorded in Plat Book 8, Page(s) 30, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
16. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 5, as recorded in Plat Book 8, Page(s) 100, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
17. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 7, as recorded in Plat Book 9, Page(s) 57, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
18. Water Service Contract as set forth in instrument recorded in Book 253, Page 458 .
19. Declaration of Covenants, Conditions and Restrictions recorded in Book 401, Page 163 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
20. Title to personal property is not insured.

First American Title Insurance Company

Agent File No.:

Note: All of the recording information contained herein refers to the Public Records of Pasco County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

First American Title Insurance Company

A Natural Person Or Legal Entity To Be Designated

Florida Promulgated Closing Service Letter

The operation and scope of the following closing protection letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity(ies) set forth in the Letter and identified as a proposed insured in the commitment.

Re: Issuing Agent: Agent countersigning the attached commitment.

When title insurance of *First American Title Insurance Company* is specified for your protection in connection with closings of real estate transactions in which you are to be the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, the *First American Title Insurance Company*, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing when conducted by said Issuing Agent when such loss arises out of:

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you, or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions

A. The *First American Title Insurance Company* will not be liable to you for loss arising out of:

1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the *First American Title Insurance Company*. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.

2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the *First American Title Insurance Company*.

4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.

B. When the *First American Title Insurance Company* shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the *First American Title Insurance Company* for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

C. Any liability of the *First American Title Insurance Company* for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of *First American Title Insurance Company*. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy, and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.

D. Claims of loss shall be made promptly to the *First American Title Insurance Company* at its principal office at 1 First American Way, Santa Ana, California 92707. When the failure to give prompt notice shall prejudice the *First American Title Insurance Company*, then liability of the *First American Title Insurance Company* hereunder shall be reduced to the extent of such prejudice. The *First American Title Insurance Company* shall not be liable hereunder unless notice of loss in writing is received by the *First American Title Insurance Company* within ninety (90) days from the date of discovery of such loss.

E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.

F. The protection herein offered will be effective until cancelled by written notice from the *First American Title Insurance Company*. Any previous insured Closing Service letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

FIRST AMERICAN TITLE INSURANCE COMPANY



By: Vice President

First American Title Insurance Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with which we or our affiliated companies have joint marketing agreements.

Former Customers

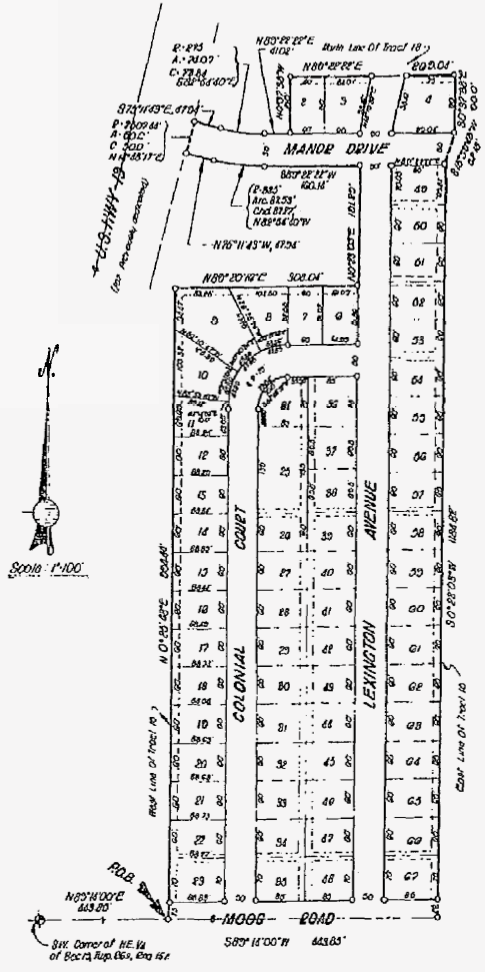
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

COLONIAL MANOR UNIT ONE

BEING A SUBDIVISION OF TRACT 15 AND A PORTION OF TRACT 18 TAMPA-TARPON SPRINGS LAND COMPANY'S SUBDIVISION OF SECTION 10, TOWNSHIP 28S, RANGE 18E, AS RECORDED IN PLAT BOOK 1, PAGE 68, 69 AND 70 PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



State of Florida)
County of Pasco) ss

The undersigned owners of the lots shown on this plat and described as being in Pasco County, Florida, as follows:

Commence at the Southwest corner of the Northeast 1/4 of Section 10, Township 28S, Range 18E, Pasco County, Florida; thence run N82°41'00"E, along the South line of the Northeast 1/4 of said Section 10, 448.65 ft. to a Point of Beginning; thence N0°25'49"E, 354.44 ft.; thence N82°20'18"E, 308.04 ft.; thence N0°23'03"E, 191.20 ft.; thence S85°22'29"W, 160.14 ft.; thence S72°53'11"W along the arc of a curve to the right, said curve having a radius of 380 ft. and a chord of 87.87 ft. which bears N47°54'00"W, thence N72°14'43"W, 470.4 ft. to the Eastern right-of-way line of P.S. Highway 10, as if it were constructed; thence along said right-of-way line 50 ft. along the arc of a curve to the right, said curve having a radius of 1302.4 ft. and chord of 50 ft. which bears N4°48'17"E, thence S72°14'43"E, 470.4 ft.; thence S47°07'11"W along the arc of a curve to the left, said curve having a radius of 225 ft. and a chord of 78.84 ft. which bears S82°34'40"E, thence N85°22'29"W, 160.14 ft.; thence N0°23'03"W, 30 ft.; thence N85°22'29"E, 160.14 ft.; thence S82°34'40"E, 50 ft.; thence S72°14'43"W, 470.4 ft.; thence S0°23'03"W, 191.20 ft.; thence S82°14'00"W, 448.65 ft. to the Point of Beginning.

Now Covenanted and bound to be divided and subdivided as shown hereon and do hereby dedicate to the perpetual use of the public all roads, streets, alleys and other rights of way and all parks and recreation areas and all easements for utilities, drainage and other purposes and for all purposes incident thereto as shown and described hereon, reserving, however, the reversion or reversions thereof should the same be renounced, abandoned, abandoned or the use thereof discontinued as prescribed by law by appropriate official action of the proper officials having authority or jurisdiction thereof. This the 17th day of July, A.D. 1964.

<u>Walter B. Krysher</u> Owner	<u>Frank A. Jones</u> Mortgagee
<u>Paul E. Krysher</u> Owner	<u>John M. Jones</u> Mortgagee
<u>Donna P. Nessler</u> Witness	<u>Donna P. Nessler</u> Witness

Signed, sealed and delivered in the presence of
Walter B. Krysher Witness
Paul E. Krysher Witness
Donna P. Nessler Witness

State of Florida)
County of Pasco) ss
I hereby certify on this 17th day of July, A.D. 1964, to five me personally appeared WALTER B. KRYSHER and his wife, PAUL E. KRYSHER as owners, also FRANK ALTON JONES and his wife, MAE JONES as mortgagees, to me known to be the persons described in and who executed the foregoing certificate and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed. Witness my hand and official seal of New Port Pichey, Pasco County, Florida, the day and year aforesaid.

My Commission Expires July 17, 1964

SURVEYOR'S CERTIFICATE. I hereby certify on this 17th day of July, A.D. 1964 that the plat was surveyed and that monuments (P.P.M.) were set as indicated and that angles, lengths and dimensions are correct.

Walter A. Casson
Plat Surveyor's Reg. No. 100
Plat Engineer's Reg. No. 100

APPROVED by the Board of County Commissioners of Pasco County, Florida, on this 17th day of July, A.D. 1964
Stanley B. Reynolds Chairman

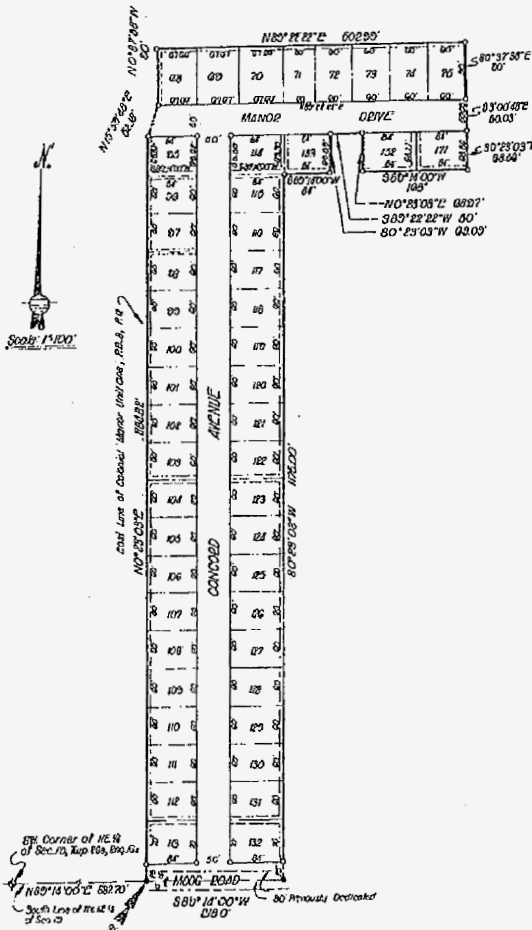
FILED AND RECORDED in the Public Records of Pasco County, Florida, on this 17th day of July, A.D. 1964 in PLAT BOOK 1, PAGE 12

Stanley B. Reynolds Clerk of Circuit Court
John M. Jones etc.

NOTE: all easements shown on this plat are for drainage only unless they are shown on a plat of easements and are shown on both sides of a lot unless otherwise noted.

COLONIAL MANOR UNIT TWO

A SUBDIVISION OF A PORTION OF TRACT 13 IS TAMBAPON SPRINGS LAND COMPANY'S SUBDIVISION OF SEC. 10, TWP. 26S, R. 10E, AS RECORDED IN P.B.C. 68,036 TO, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; ALSO A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 26S, RANGE 10E, PASCO COUNTY, FLORIDA.



State of Florida) ss
County of Pasco)
The undersigned names of the tracts shown on the plat and described as being in Pasco County, Florida, as follows:

Commence at the Southwest Corner of the Northeast 1/4 of Section 10, Township 26S, Range 10E, Pasco County, Florida; thence run along the South line of the Northeast 1/4 of said Section 10, 1000.00' E, 682.00' N to a Point of Beginning; thence N0°37'35"E, 1000.00'; thence N10°05'45"E, 328.00'; thence N0°37'35"W, 500.00'; thence N80°12'28"E, 608.50'; thence S0°37'35"E, 500.00'; thence S3°00'48"E, 500.00'; thence S0°37'35"W, 500.00'; thence S80°12'28"W, 100.00'; thence N0°37'35"E, 882.50'; thence S80°22'28"W, 500.00'; thence S0°37'35"W, 500.00'; thence S80°12'28"W, 100.00'; thence S0°37'35"E, 500.00' to the Point of Beginning.

Now covered said land to be divided and subdivided as shown hereon and do hereby dedicate to the perpetual use of the public all roads, streets, alleys and other rights of way and all parts and recreation areas and all easements for utilities, drainage and other purposes and for all purposes not stated therein as shown and depicted hereon, reserving, however, the reversion or reversions thereof should the same be abandoned, discontinued or for its use thereon discontinued as prescribed by law by appropriate official action of the proper officials having charge or jurisdiction thereof. This 19th day of June, A.D. 1964.

OWNERS:
Walter B. Krueger - Owner
Evelyn E. Krueger - Owner

MORTGAGEES:
Evelyn E. Krueger - Mortgagee
Walter B. Krueger - Mortgagee

Witnesses:
James H. Decker - Witness
James H. Decker - Witness

State of Florida) ss
County of Pasco)
I hereby certify on this 19th day of June, A.D. 1964, before me personally appeared WALTER B. KRUEGER and his wife EVELYN E. KRUEGER as owners, also EVELYN E. KRUEGER and her wife JANE KRUEGER as mortgagees, to me known to be the persons mentioned in and who executed the foregoing certificate and declaration and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed. Witness my hand and official seal of New Port Richey, Pasco County, Florida, the day and year above stated.

My Commission Expires _____
Notary Public, State of Florida, at Large

SURVEYOR'S CERTIFICATE: I hereby certify on this 19th day of June, A.D. 1964, that the plat was surveyed and that monuments (if any) were set as indicated and that angles, lengths and dimensions are correct.

WALTER A. CARSON, Jr.
P.O. Box 1000, Easton, Mo. 65244
Fla. Engineer's Reg. No. 6244

APPROVED by the Board of County Commissioners of Pasco County, Florida, on this 19th day of July, A.D. 1964.
Chairman

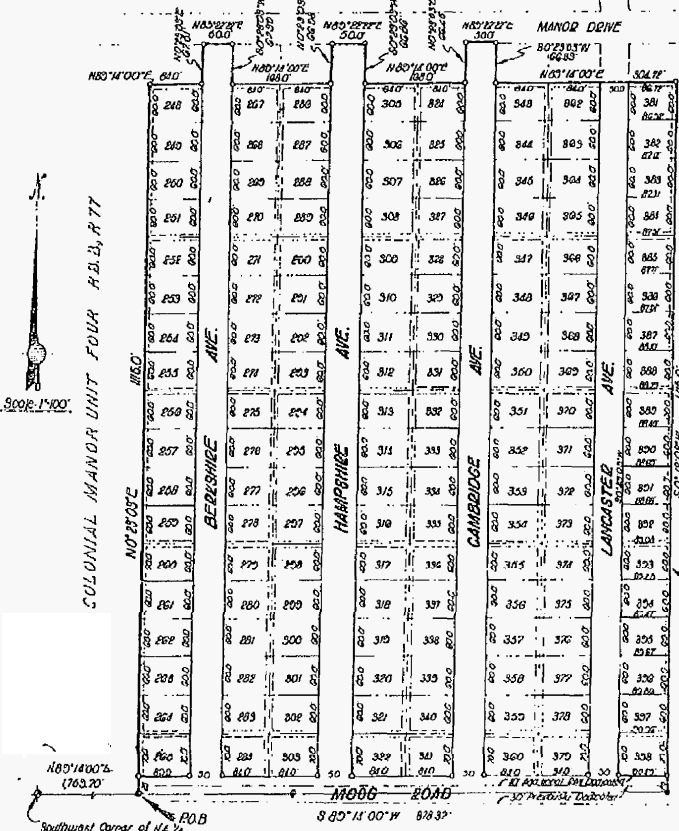
FILED AND RECORDED in the Public Records of Pasco County, Florida, on this 19th day of July, A.D. 1964 in P.B.C. 68,036 PAGE 30.
Stanley C. Blumstein - Clerk of Circuit Court
By: [Signature], Deputy Clerk

NOTE: all easements shown thus [Symbol] are for drainage only. Side lot easements are 30' in width, rear lot easements are 50' in width, corner side of lot line unless otherwise noted.

COLONIAL MANOR • UNIT FIVE

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20S, RANGE 16E, PASCO COUNTY, FLORIDA.

COLONIAL MANOR UNIT THREE N.E. 1/4, P. 53



State of Florida)
County of Pasco) ss
The undersigned owners and mortgagees of the lands shown on this plat and described as being in Pasco County, Florida, as follows;

Commence at the Southwest corner of the Northeast 1/4 of Section 13, Township 20S, Range 16E, Pasco County, Florida; thence run along the South Line of the Northeast 1/4 of said Section 13, N 89° 14' 00" E, 1,253.70 ft. to a Point of Beginning; thence N 72° 03' 12" E, 118 ft.; thence N 85° 14' 00" E, 84 ft.; thence N 0° 23' 03" E, 820 ft.; thence N 85° 22' 22" E, 60 ft.; thence S 0° 23' 03" E, 67.5 ft.; thence N 0° 23' 03" E, 128 ft.; thence N 85° 22' 22" E, 50 ft.; thence S 0° 23' 03" E, 66.8 ft.; thence N 85° 14' 00" E, 128 ft.; thence N 0° 23' 03" E, 66.4 ft.; thence N 85° 14' 00" E, 80 ft.; thence S 0° 23' 03" E, 66.3 ft.; thence N 85° 14' 00" E, 304.7 ft.; thence S 0° 14' 00" E, 118 ft.; thence S 0° 14' 00" E, 82.3 ft. to the Point of Beginning. have caused said land to be divided and subdivided as shown hereon and do hereby dedicate to the perpetual use of the public all roads, streets, alleys and other rights of way and all parks and recreation areas and all easements for utilities, drainage and other purposes and for all purposes incident thereto as shown and depicted hereon, reserving however the reversion or reversions thereof. Should the same be abandoned, discontinued, abandoned or the use thereof discontinued as prescribed by law by appropriate official action of the proper officials having charge or jurisdiction thereof. This the _____ day of _____ A.D. 1962.

OWNERS:

Walter B. Hughes - owner
Signed, sealed and delivered in the presence of
Donna Newell - Witness
Lilma Leal - Witness

MORTGAGEES:

Charles Leland - mortgagee
Signed, sealed and delivered in the presence of
Donna Newell - Witness
Lilma Leal - Witness



State of Florida) ss
County of Pasco)
I hereby certify on this _____ day of _____ A.D. 1962, before me personally appeared WALTER B. HUGHES and his wife EVELLE POTTER as owners, also CHARLES LELAND JONES, HARRY ALFRED JONES and his wife GIBBIE ANN JONES as mortgagees, to me known to be the persons described in and who executed the foregoing certificate and declaration and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed. Witness my hand and official seal of New Port Roney, Pasco County, Florida, the day and year aforesaid.

Donna Newell
Notary Public, State of Florida at Large

My Commission Expires DECEMBER 22, 1967.

SURVEYOR'S CERTIFICATE: I hereby certify on this 7th day of MARCH A.D. 1962, that this property was surveyed and monument thereon were set as indicated by all angles, lengths and dimensions are correct.

Walter A. Caskey
Ft. D. Surveyors
Ft. D. Engineers

APPROVED, by the Board of County Commissioners of Pasco County on this 20th day of MARCH A.D. 1962.

G. E. Stover - Chairman

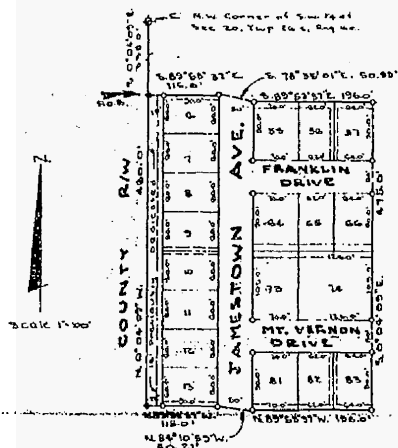
NOTE: All easements are shown with --- and thus --- sections for drainage purposes unless otherwise shown. All easements are 30 ft. wide unless otherwise shown. All easements are 60 ft. wide unless otherwise shown. Indicated Permanent Reference Monument.

FILED AND RECORDED in the public records of Pasco County, Florida on this 11th day of APRIL A.D. 1962 in PLAT 8008 - PAGE 108.

Stanley R. Jordan - Clerk of Circuit Court

COLONIAL MANOR UNIT SECTION

BEING A SUBDIVISION OF A PORTION OF TRACT 55, TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 & 70, PUBLIC RECORDS OF PASCO COUNTY, FLA.



State of Florida, ss.
County of Pasco.
The undersigned owners of the land shown on this plat and described as being in Pasco County, Florida as follows:
Commence at the Northwest Corner of the southwest 1/4 of Section 20, Township 26 South, Range 16 East, thence run S 0° 04' 28\"/>

having caused said land to be divided and subdivided as shown hereon and do hereby dedicate to the perpetual use of the Public, all roads, streets, alleys, and other rights of way and all parks and recreation areas and all easements for utilities, drainage and other purposes and for all purposes incident thereto as shown and depicted hereon, reserving, however, the reversion, alienation, lease, the same be renounced, discontinued, abandoned, or the use thereof discontinued as prescribed by law by appropriate official action of the proper officials, taxing, change or jurisdiction thereof, this the 28th day of June, A.D. 1968.

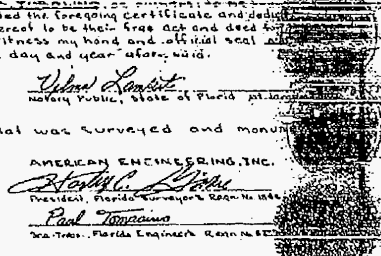
OWNER

Anthony Pabolin owner Stephen A. Miller owner
Mary A. E. Galt witness Paul C. Tompkins witness

NSIS:
 -D- Indicates Permanent Reference Monument (Perman)
 -I- Indicates Intermediate Reference Monument (Interim)
 -R- Indicates Rear Lot Casements are set in width each side of lot line
 -S- Indicates Side Lot Casements are set in width each side of lot line

State of Florida, ss.
 County of Pasco.
 I hereby certify on this 28th day of June, A.D. 1968, before me personally appeared Anthony Pabolin and Stephen A. Miller, both of whom I know to be the persons described in and who executed the foregoing certificate and deed and generally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed, witness my hand and official seal at New Port Richey, Florida, this 28th day and year aforesaid.

My Commission expires Aug 18, 1970



SURVEYOR'S CERTIFICATE: I hereby certify on this 28th day of June, A.D. 1968, that this Plat was surveyed and monuments (P.R.M.) were set as indicated and all angles, lengths, and dimensions are correct.

APPROVED: by the Board of County Commissioners of Pasco County, Florida on this 28th day of June, A.D. 1968
P. E. Smith Chairman

FILED AND RECORDED: in the Public Records of Pasco County, Florida, on this 28th day of June, A.D. 1968 in PLAT BOOK 9 PAGE 57

Stanley E. Pappas Clerk of Circuit Court

Sec. 6.04

WATER SERVICE CONTRACT

* * * * *

THIS AGREEMENT, Made and entered into this 20th day of March, A.D. 1964, by and between, FLORALINO PROPERTIES, INC., a Florida Corporation, of 3406 East Bay Drive, Largo, Florida, hereinafter called the Contractor; and WAITER B. KRYSHER and KUTH KRYSHER, his wife, and S & J BUILDERS, INC., a Florida Corporation, hereinafter called the Developer;

WITNESSETH, That for and in consideration of the sum of Ten Dollars and other valuable consideration, the Developer gives and grants to the Contractor an exclusive contract for water service and installation of water system on and in the following described real property, located and being situate in Pasco County, Florida, under the terms, covenants and conditions hereinafter set out, to-wit:

All lots in COLONIAL MANOR, UNIT #1, as per plat recorded in Plat Book 8 at page 12 of the Public Records of Pasco County, Florida; together with all lots in all future plats of COLONIAL MANOR, Pasco County, Florida.

1. This contract shall be in full force and effect for a period of Thirty (30) Years from the date hereof, and then shall be automatically extended to successive Ten (10) Year periods.
2. The Contractor shall lay and maintain water lines within the described real property, but on portions thereof designated as road ways in any future platting and subdividing of the lands, so that each separate building lot will be properly serviced with potable water and the Contractor will maintain sufficient pressure on said water line so that each user may have an adequate supply of water at

all times. Acts of God, disasters or calamities being excepted for a reasonable and emergency time only.

(a) The Contractor shall install such lines and make necessary street crossings therefor prior to paving being completed.

(b) The Contractor shall have the right to install water laterals to service said lots and shall have the easements and right to repair, maintain or replace such laterals at any time without being liable for damages to said lot owners, it being understood that installation and repair of laterals running from the shut-off valve at the water main to dwellings or other water outlets shall become the obligation of each individual lot owner. The Contractor shall have the exclusive right to supply the water to all lots and it shall be on a metered basis with charges commensurate with other charges for similar services.

(c) Each lot owner, before using any water, shall deposit with the Contractor a deposit of Twenty-five and No/100th (\$25.00) Dollars, which deposit shall be transferable but not refundable, and which deposit shall not bear interest.

(d) In the event that the water charges herein set forth are not paid when due, the Contractor, or its assigns, shall have the right to shut-off the water on such lots and shall not be required to continue service until water charges and assessments are paid, and if not paid upon demand, the contractor shall have the right to file a lien against said lots, having the same effect as a mechanic's lien in accord with the Statutes of the State of Florida.


IN WITNESS WHEREOF, the Contractor and the Developer have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered
in Presence of:

Kathleen Thompson
Harvey V. Delzer

FLORALINO PROPERTIES, INC.

By: Joe Tubolino
President

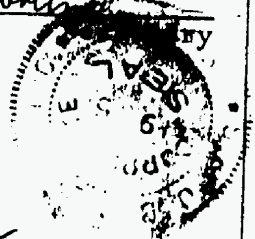
Attest: Sam Tubolino
CORPORATE SEAL: 

Signed, Sealed and Delivered
in Presence of:

Kathleen Thompson
Harvey V. Delzer

S & J BUILDERS, INC.

By: Sam Tubolino
President

Attest: Joe Tubolino
CORPORATE SEAL: 

Signed, Sealed and Delivered
in Presence of:

Harvey V. Delzer
Donna Nessler

Walter B. Krysher (SEAL)
Walter B. Krysher
Ruth E. Krysher (SEAL)
Ruth Krysher

STATE OF FLORIDA)
 :
COUNTY OF PASCO)

I HEREBY CERTIFY, That on this 20th day of March, A.D. 1964,
before me personally appeared, Joe Tubolino and
Sam Tubolino, President and Secretary of

FLORALINO PROPERTIES, INC., a corporation under the laws of the State
of Florida, to me known to be the persons described in and who execu-
ted the foregoing Water Service Contract and severally acknowledged
the execution thereof to be their free act and deed as such officers,
for the uses and purposes therein mentioned; and that they affixed

NOTARY PUBLIC
COUNTY OF PASCO)

I HEREBY CERTIFY, That on this 9th day of March, A.D. 1964,
I have personally appeared, WALTER P. KAYSER and RUTH EYSER,
his wife, to be known to be the persons described in and who execu-
ted the foregoing Water Service Contract and severally acknowledged
the execution thereof to be their free act and deed.

WITNESS my signature and official seal at Port Richey, in the
County of Pasco and State of Florida, the day and year last afore-
said.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 19, 1964
Bonded by American Surety Co. of N. Y.

Harvey V. DeLzer
Notary Public



ORDER TO
HARVEY V. DELZER
ATTORNEY-AT-LAW
P. O. BOX 278
FORT RICHEY, FLA.

HARVEY V. DELZER
ATTORNEY-AT-LAW
P. O. BOX 278
FORT RICHEY
FLORIDA

FILED FOR RECORD
PASCO COUNTY, FLA.

1964 MAR 24 PM 5:01

Stanley Burnside

197249

FILED FOR RECORD
Deed
PASCO COUNTY, FLA
MAY 16 11 23 AM '68

KNOW ALL MEN BY THESE PRESENTS that the undersigned, A TONY TUBOLINO, and his assigns, in the fee owner of all the lots located in that subdivision known as "COLONIAL MANOR, UNIT #6 now recorded in Book _____ Page _____ of the Public Records of Pasco County, Florida that

All lots in Colonial Manor, Unit #6, plus all the lots in all future plats of Colonial Manor, Unit #6, Pasco County, Florida are hereby declared subject to the following limitations, restrictions and uses:

The Contractor shall have the right to install water laterals to service all said lots and shall have the easements and right to repair, maintain or replace such laterals at any time without being liable for damages to said lot owners, it being understood that installation and repair of laterals running from the shut-off valve at the water main to dwellings or other water outlets shall become the obligation of each individual lot owner. The Contractor shall have the exclusive right to supply the water to all lots and it shall be on a metered basis with charges commensurate with other charges for similar services.

Upon resale of lot and house, the new lot owner, before using any water, shall deposit with the Contractor a deposit of Twenty-five and no/100 (\$25.00) Dollars, which deposit shall be transferable but not refundable, and which shall not bear interest.

In the event that the water charges herein set forth are not paid when due, the Contractor, or its assigns, shall have the right to shut-off the water on such lots and shall not be required to continue service until water charges and assessments are paid, and if not paid upon demand, the Contractor shall have the right to file a lien against said lots, having the same effect as a mechanic's lien in accord with the Statutes of the State of Florida.

No trailer, tent, garage, or other outbuilding erected on the lots above described shall be used as a residence, temporarily or permanently, and no outbuilding may be erected except a garage for not more than two (2) cars. No fences will be erected on the front or side lawns of the lot.

No noxious trade or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

187B

ARTICLE 10

No barricades or other obstructions shall be placed on any lot in the area covered by these restrictions.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period, excluded.

This declaration shall constitute covenants to run with all the herein above described lots, as provided by law, and shall be binding on all parties and all persons claiming under it, and for the benefit of and limitations upon all future owners of said lots.

IN WITNESS WHEREOF, A. Tony Tubolino, has set his hand and seal the day and year above written.

Elizabeth K. King
Witness
David Wilson
Witness

A. TONY TUBOLINO
A. Tony Tubolino

STATE OF FLORIDA;

COUNTY OF PASCO;

I HEREBY CERTIFY, That on this 16 day of May
A.D., 1968, before me appeared, A. TONY TUBOLINO

to me known to be the person described in and who executed the
foregoing and severally acknowledged the execution thereof to be
their free act and deed.

WITNESS my signature and official seal at New York Mickey,
in the County of Pasco and State of Florida, the day and year last
aforesaid.

My commission expires:

[Signature] (Seal)
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES MAY 20, 1970

Property Appraiser's
Parcel Identification No.
20-26-16-0520-00000-0740

PREPARED BY/RETURN TO:
Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, FL 34668

File # 03-559

WARRANTY DEED

THIS INDENTURE, made this 14 day of JAN, 2004, BETWEEN **Anthony T. Tubolino, individually and as Trustee, and Anthony T. Tubolino, Jr., as Trustee, comprising a majority of the Board of Trustees of A. "TONY" TUBOLINO, INC., a dissolved Florida corporation**, Grantor*, whose post office address is: Post Office Box 5017, Largo, FL 33779-5017, and **COLONIAL MANOR UTILITY COMPANY, a Florida corporation**, whose post office address is 4821 U.S. Highway 19, Suite 2, New Port Richey, FL 34652, Grantee*,

WITNESSETH that said grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida, to-wit:

Parcel 5:
Lot 74, COLONIAL MANOR UNIT 7, recorded in Plat Book 9, Page 57, Public Records of Pasco County, Florida;

SUBJECT TO all easements, restrictions and reservations of record, and taxes for the year 2004 and subsequent years,

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

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Signature of Witness:
Debra S Gibb
Print or type witness name below:
Debra S Gibb

Anthony T. Tubolino (seal)
Anthony T. Tubolino, individually and as Trustee

Anthony T. Tubolino, Jr. (seal)
Anthony T. Tubolino, Jr., Trustee

Signature of Witness:
Mari Shiner
Print or type witness name below:
Mari Shiner

STATE OF FLORIDA
COUNTY OF ~~PASCO~~ Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Anthony T. Tubolino and Anthony T. Tubolino, Jr.,

who is/are personally known to me or
 who has/have produced Florida Driver License (type of identification) as identification,

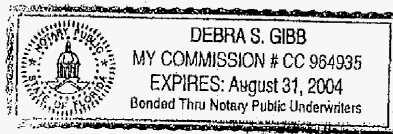
and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same for the reasons therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of January, 2004.

my commission expires:

Debra S Gibb
Notary Public
Debra S Gibb

seal of notary



Printed, typed or stamped name of notary

Property Appraiser's
Parcel Identification No.
19-26-16-0070-00000-0250
19-26-16-0080-00000-1280
19-26-16-009B-00000-3210
19-26-16-009B-00000-3880

PREPARED BY/RETURN TO:

Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, FL 34668

File # 03-559

WARRANTY DEED

THIS INDENTURE, made this 20 day of JAN, 2004, BETWEEN **FLORALINO PROPETIES, INC., a Florida corporation**, Grantor*, whose post office address is: Post Office Box 5017, Largo, FL 33779-5017, and **COLONIAL MANOR UTILITY COMPANY, a Florida corporation**, whose post office address is 4821 U.S. Highway 19, Suite 2, New Port Richey, FL 34652, Grantee*,

WITNESSETH that said grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida, to-wit:

Parcel 1:

Lot 25, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 1, recorded in Plat Book 8, Page 12, Public Records of Pasco County, Florida.

Parcel 2:

Lots 128 and 129, COLONIAL MANOR, UNIT 2, recorded in Plat Book 8, Page 30, Public Records of Pasco County, Florida.

Parcel 3:

Lots 321 and 322, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 4:

Lot 388, Less the Northerly 10 feet thereof and Lot 389, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

SUBJECT TO all easements, restrictions and reservations of record, and taxes for the year 2004 and subsequent years,

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

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

FLORALINO PROPERTIES, INC.,
a Florida corporation

Signature of Witness:

Print or type witness name below:

STEPHEN C. BOOTH

A. Tony Tubolino (seal)
A. Tony Tubolino, President

Signature of Witness:

Print or type witness name below:

PATRICIA COFFMAN

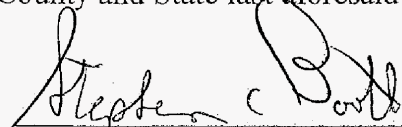
STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared A. Tony Tubolino as President of Floralino Properties, Inc., a Florida corporation,

 A who is/are personally known to me or
 who has/have produced _____ (type of identification) as
identification,

and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same for the reasons therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day
of January, 2004.



Notary Public

my commission expires:

seal of notary



Printed, typed or stamped name of notary

**SELLER'S AFFIDAVIT OF NO LIENS
and
CERTIFICATION OF NONFOREIGN STATUS**

BEFORE ME, the undersigned notary public, personally appeared Anthony Tubolino, individually and Anthony T. Tubolino and Anthony T. Tubolino, Jr. comprising a majority of the Board of Trustees of A. "Tony" Tubolino, Inc., a dissolved Florida corporation (hereafter "Owner"), who first being duly sworn and on oath, depose and say:

1. That the undersigned has personal knowledge of all matters set forth in this affidavit.
2. That the undersigned is/are the Owners (hereafter Owner) of the fee simple title to certain property (hereinafter referred to as Property) described on Exhibit A attached hereto and made a part hereof, subject only to those matters set forth on First American Title Insurance Commitment No. FACC 03-559 issued by its agent, Booth & Cook, P.A., and made a part hereof by reference.
3. That the undersigned Owner has been vested with title to the properties since 1968.
4. That the Owner's title to and possession and enjoyment of the property has been open, notorious, peaceable and undisturbed.
5. That neither the Owners' title to nor possession of the property has ever been disputed or questioned, nor is the owner aware of any facts by reason of which the title to, or possession of, the property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the property or any portion of it or any personal property located on it might be adversely asserted.
6. No person or entity other than the Owner claims or is presently entitled to the right of possession or is in possession of the property and there are no tenancies, leases or other occupancies that affect the property.
7. That there are no existing unrecorded deeds, land contracts, mortgages, agreements for deed, leases (except those as disclosed herein), options to purchase, or other instruments adversely affecting title to said property.
8. There are no disputes concerning the location of the boundary lines of the property.
9. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the property or any improvements on it or any part of it or against any personal property located on it.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the property or the improvements located on it.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions, pending or completed, recorded or to be recorded among the Public Records of any county in the State of Florida.

12. No improvements or repairs have been made to the property during the 90 day period immediately preceding the date of this affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the property, or for services of architects, surveyors or engineers incurred in connection with the property.

13. Subsequent to the date of the title commitment issued in connection with the property identified herein, the owner has not and the owner hereby agrees and represents that he will not execute any instrument, or do any act whatsoever that in any way would or may affect the title to the property, including but not limited to the mortgaging or conveying the property or any interest in it or causing any liens to be recorded against the property or the owner.

14. This affidavit is made to induce Colonial Manor Utility Company to purchase all of the property and to induce BOOTH & COOK, P.A., as agents for ATTORNEYS' TITLE INSURANCE FUND or FIRST AMERICAN TITLE INSURANCE COMPANY, to issue a policy to insure the title to the property.

15. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax is not required upon this disposition of a U.S. real property interest, the undersigned transferor(s), hereby certify the following:

a. The undersigned Owner/Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations with regard to the tax withholding requirement of Section 1445 of the Internal Revenue Code of 1954, as amended);

b. The Owner's taxpayer identification number (social security number) is (one for each owner): 59-1199909.

c. The undersigned Owner's domicile address is P.O. Box 5017, Largo, FL 34649-5017.

d. There are no other persons who have an ownership interest in the above described property other than those persons set forth above in subparagraph b.

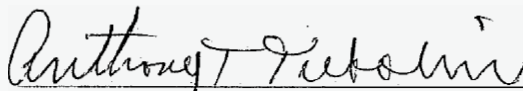
e. The undersigned hereby further certify and declare:

(i). I/we understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I/we have made here could be punished by fine, imprisonment, or both.

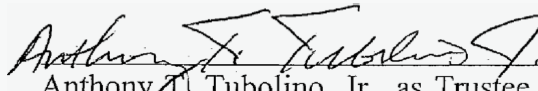
(ii). I/we understand that the purchaser of the above described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (94 Statute 2682, as amended).

16. This affidavit is made and given by Affiant(s) with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein. Under the penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the transferor.

17. The undersigned affirm that they comprise a majority of the Board of Trustees of A. "Tony" Tubolino, Inc., a dissolved Florida corporation.



Anthony T. Tubolino, individually and as Trustee of A. "Tony" Tubolino, Inc., a dissolved Florida corporation



Anthony T. Tubolino, Jr., as Trustee of A. "Tony" Tubolino, Inc., a dissolved Florida corporation

State of Florida; County of ^{Pinellas} ~~Pasco~~

Sworn to and subscribed before me this 14th day of January, 2004 by Anthony Tubolino and Anthony T. Tubolino, Jr.,

 who is/are personally known to me or license
 who has/have produced Florida Drivers (type of identification) as identification.



Notary Public

commission expires on:

seal

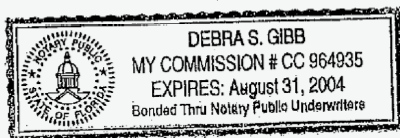


Exhibit "A"

Parcel 5:

Lot 74, COLONIAL MANOR, UNIT 7, recorded in Plat Book 9, Page 57, Public Records of Pasco County, Florida.



PREPARED BY/RETURN TO:

Stephen C. Booth, Esquire

BOOTH & COOK, P.A.

7510 Ridge Road

Port Richey, FL 34668

File # 03-559 scb

ASSIGNMENT

THIS INDENTURE, made this 14 day of JAN, 2004, BETWEEN **FLORALINO PROPERTIES, INC.**, a Florida corporation, and **A. TONY TUBOLINO**, also known as **ANTHONY TUBOLINO**, individually, and also **Anthony T. Tubolino** and **Anthony T. Tubolino, Jr.**, comprising a majority of the Board of Trustees of **A. "TONY" TUBOLINO, INC.**, a dissolved Florida corporation, Assignor*, whose post office address is: Post Office Box 5017, Largo, FL 33779-5017, and **COLONIAL MANOR UTILITY COMPANY**, a Florida corporation, whose post office address is 4821 U.S. Highway 19, Suite 2, New Port Richey, FL 34652, Assignee*,

WITNESSETH that said Assignor, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to said Assignor in hand paid by said Assignee, the receipt whereof is hereby acknowledged, by these presents has assigned, remised, released and quit-claimed to the said Assignee, and Assignee's successors and assigns forever, the following described easements, situate, lying and being over, across and upon the property located in **PASCO** County, Florida, described as follows:

See the attached Exhibit "A" incorporated herein by reference;

TOGETHER WITH all of Assignor's interest in and to those certain utility agreements recorded in ORB 253, Page 458 and ORB 401, Page 163, Public Records of Pasco County, Florida;

SUBJECT TO all easements, restrictions and reservations of record, and taxes for the year 2004 and subsequent years,

*"Assignor" and "Assignee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Assignor has hereunto set Assignor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Floralino Properties, Inc., a Florida corporation

Signature of Witness:

[Signature]
Print or type witness name below:
Debra S Gibb

[Signature] (seal)
A. Tony Tubolino, President

(corporate seal)

Signature of Witness:

[Signature]
Print or type witness name below:
Lori Shiner

[Signature]
A. Tony Tubolino, a/k/a Anthony Tubolino
individually

A. "Tony" Tubolino, Inc., a dissolved Florida
corporation

[Signature]
Anthony T. Tubolino, Trustee
[Signature]
Anthony T. Tubolino, Jr., Trustee

STATE OF FLORIDA
COUNTY OF ~~PASCO~~
Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take
acknowledgments, personally appeared A. Tony Tubolino, a/k/a Anthony Tubolino and Anthony T.
Tubolino, individually and as President of Floralino Properties, Inc., a Florida corporation, and as
trustee of A. "Tony" Tubolino, Inc., a dissolved Florida corporation,

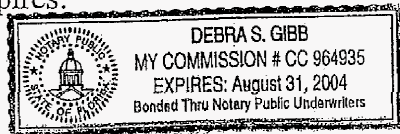
 who is/are personally known to me or
 who has/have produced Florida Driver License (type of identification) as
identification,

and who executed the foregoing instrument and acknowledged before me that he/she/they executed
the same for the reasons therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day
of January, 2004.

my commission expires:

seal of notary



[Signature]
Notary Public
Debra S Gibb
Printed, typed or stamped name of notary

STATE OF FLORIDA
COUNTY OF PASCO *Anellas*

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Anthony T. Tubolino, Jr., individually as Trustee of A. "Tony" Tubolino, Inc., a dissolved Florida corporation,

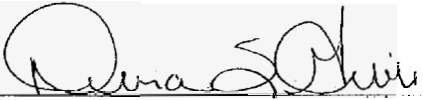
 / who is/are personally known to me or
who has/have produced Florida Driver license (type of identification) as identification,

and who executed the foregoing instrument and acknowledged before me that he/she/~~they~~ executed the same for the reasons therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of January, 2004.

my commission expires:

seal of notary


Notary Public
Debra S Gibb
Printed, typed or stamped name of notary

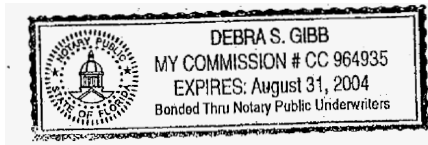


Exhibit "A"

ALL OF the right, title and interest of the Assignor in and to the non-exclusive easements for ingress, egress and utilities for the operation, repair, replacement, and maintenance of the water service system serving the Colonial Manor Subdivision and adjunct sites, and all appurtenances thereto, as created and reserved under the Plat(s) of Colonial Manor Unit One recorded in Plat Book 8, Page 12, and Colonial Manor Unit 2 recorded in Plat Book 8, Page 30 and Colonial Manor Unit 5 recorded in Plat Book 8, Page 100 and Colonial Manor Unit 7 recorded in Plat Book 9, Page 57,

together with and subject to the terms and provisions of those certain Water Service Contracts recorded in Official Records Book 253, Page 458, and in Official Records Book 401, Page 163, all as recorded in the Public Records of Pasco County, Florida.

THIS INSTRUMENT PREPARED BY:

Stephen C. Booth, Esq.

BOOTH & COOK, P.A.

7510 Ridge Road

Port Richey, Florida 34668

BILL OF SALE, ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, That **FLORALINO PROPERTIES, INC.**, a Florida corporation, and **Anthony T. Tubolino, a/k/a A. Tony Tubolino, a/k/a Anthony Tubolino, individually and as Trustee, and Anthony T. Tubolino, Jr., as Trustee**, comprising a majority of the Board of Trustees of **A. "Tony" Tubolino, Inc.**, a dissolved Florida corporation, Party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to him paid by **COLONIAL MANOR UTILITY COMPANY**, a Florida corporation, party of the second part, the receipt whereof which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following goods and chattels,

See the attached Exhibit "A" incorporated herein by reference.

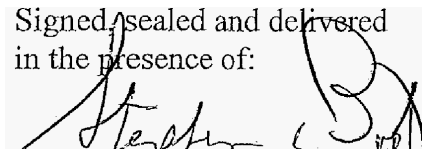
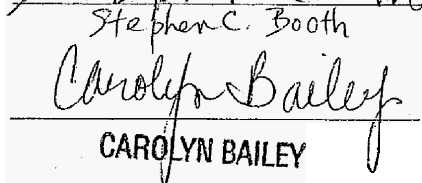
TO HAVE AND TO HOLD the same unto the said party of the second part forever.

And he does covenant to and with the said party of the second part that he is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that he has good right to sell the same as aforesaid, and that he will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, against the lawful claims and demands of all persons whomsoever.


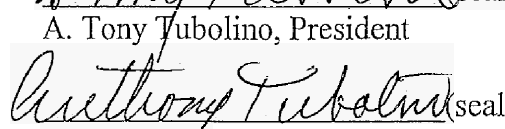
Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all notes herein described if more than one.

IN WITNESS WHEREOF he has hereunto set his hand and seal the 20 day of January, 2004.

Signed, sealed and delivered
in the presence of:


Stephen C. Booth

CAROLYN BAILEY

Floralino Properties, Inc., a Florida corporation

 (seal)
A. Tony Tubolino, President
 (seal)
Anthony Tubolino, a/k/a Anthony T. Tubolino,
individually and as Trustee of A. "Tony" Tubolino, Inc.
a dissolved Florida corporation

Debi Skemie

Anthony T. Tubolino, Jr. (seal)

Anthony T. Tubolino, Jr.
as Trustee of A. "Tony" Tubolino, Inc.
a dissolved Florida corporation

State of Florida
County of ~~Pasco~~

Pinellas

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Anthony T. Tubolino, a/k/a A. Tony Tubolino, a/k/a Anthony Tubolino, and also Anthony T. Tubolino, Jr.

who is/are personally known to me, or
 who has/have produced Florida Driver License (type of identification) as identification,

and who acknowledged before me that the foregoing bill of sale was executed freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the State and County aforesaid this 14th day of January, 2004.

seal of notary

my commission expires on:

Debra S. Gibb

Signature of Notary Public

Debra S. Gibb

Printed, typed or stamped name of notary

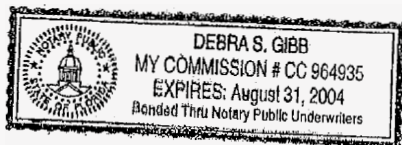


Exhibit "A"

Water distribution system constructed to serve Units 1, 2, 5 and 7 of Colonial Manor Subdivision in Pasco County, Florida, and all adjunct sites, together with all of the water, water rights, mains, service laterals, hydrants, valves, pipelines, pumps, equipment and appurtenances, all contracts and contract rights arising therefrom, together with all easements and public rights of way necessary or appurtenant thereto for the operation, maintenance, repair and replacement thereof,

Together with all income, revenues, records and customer lists relating to the foregoing, including, but not limited to, all customer service deposits, all prepaid customer bills and invoices, and all accruals thereunder,

Together with all transferrable permits, licenses and governmental approvals relating to all of the foregoing.

Mortgage and Security Agreement

Rec:	_____
DS:	_____
Int:	_____
Total	_____

This instrument prepared by/Return to:
Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, Florida 34668

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL BALANCE OR PRINCIPAL PAYMENT DUE UPON MATURITY IS \$140,143.43, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT is executed this 20 day of JAN., 2004, by **COLONIAL MANOR UTILITY COMPANY, a Florida corporation**, whose mailing address is 4821 U.S. Highway 19, Suite 2, New Port Richey, FL 34652 (collectively the "Borrower") in favor of **FLORALINO PROPERTIES, INC., a Florida corporation** (the "Lender"), whose address is Post Office Box 5017, Largo, Florida 33779-5017, and is made in reference to the following facts:

Borrower is justly indebted to Lender in the principal sum of One Hundred Eighty Thousand Dollars (**\$180,000.00**) which is evidenced by a promissory or mortgage note executed by Borrower in favor of Lender, dated of even date herewith (the "Note"), the terms and conditions of which are incorporated in and made a part hereof. The Note bears interest at the rates stated therein, provides for payments of principal and interest in the manner stated therein and has a maturity date of January 1, 2009.

Lender is desirous of securing the prompt payment of the Note, and any additional indebtedness accruing to the Lender on account of any future payments, advances, or expenditures made by the Lender or on account of any other indebtedness incurred in connection with this Mortgage or any other instrument securing the Note as set forth herein.

Mortgage and Security Agreement

NOW THEREFORE, for and in consideration of Lender making the aforesaid loan to Borrower and for other good and valuable consideration, and to secure the payment of the aforesaid indebtedness, the Borrower does hereby grant, bargain, sell, alien, remise, convey and confirm unto the Lender all that certain land, and all structures, buildings and improvements thereon, of which Borrower is now seized and in possession, situate in Pasco County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The subject property is not the homestead of the Borrower.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances and all structures, buildings and improvements of every kind and description now or hereafter on said land, and all heretofore or hereafter vacated alleys and streets abutting the said land and all riparian and littoral rights, easements, rights, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the said land.

TOGETHER WITH all of Borrower's interest as lessor in and to all leases or rental arrangements of the Property or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Borrower or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.

TOGETHER WITH all furniture, furnishings, appliances and equipment and all other tangible and intangible property now or hereafter owned or acquired by the Borrower and now or hereafter located or installed at or in any other improvement on the Property elsewhere at or on the Property, together with all accessories and parts now attached to or used in connection with any such Property or which may hereafter at any time be placed in or added thereto and also any and all replacements and proceeds of any such Property. The tangible and intangible personal property collateral is more fully described in Exhibit "B" attached hereto and by this reference made a part hereof.

Proceeds of collateral are covered as provided in Sections 679.203 and 679.306 Florida Statutes. Products of collateral are covered.

All of the above described property and interests will sometimes be referred to herein as the "Property".

TO HAVE AND TO HOLD the Property unto the Lender and its successors and assigns forever.

The Borrower hereby covenants and agrees with and warrants to the Lender as follows: (i) that Borrower is the absolute fee simple owner of the Property; (ii) that the Property is and will remain free and clear of all encumbrances, covenants, restrictions, easements and reservations except

Mortgage and Security Agreement

such matters as may be shown on Exhibit "C" if any attached hereto and by this reference made a part hereof (the "Permitted Exceptions"); (iii) that Borrower has full power and lawful right to mortgage and convey the Property; (iv) that no delinquency exists with respect to the payment of any taxes, assessments, water or sewer charges or other governmental impositions of any kind levied or assessed on the Property; (v) that it shall be lawful for the Lender at all times to peacefully enter upon, hold, occupy and enjoy the Property and every part thereof; (vi) that Borrower will make such further assurances to protect the fee simple title to the Property in the Lender as may be reasonably required; and (vii) that Borrower does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

And the Borrower does hereby further covenant and agree with and promise to the Lender as follows:

1. Payment. Borrower shall strictly and fully comply with all provisions of this Mortgage and of the Note secured hereby and with the provisions of any other instrument securing the Note. Borrower shall promptly pay Lender all sums of money evidenced by the Note, as well as all sums of money required by this Mortgage and in any other instrument securing the Note, on the days, respectively, the same severally become due.

2. Taxes. Borrower shall, during the terms of this Mortgage, pay all taxes, assessments and encumbrances of every nature that may for any and all purposes be payable, assessed or imposed on the Property, or any part thereof, or the income therefrom, and upon this Mortgage and the Note, or the money secured and evidenced thereby, and shall pay them before the delinquency thereof and receipts evidencing payment of said taxes, assessments, levies and encumbrances shall be deposited with Lender on or before March 31st of each subject year during the term of this Mortgage. Borrower may contest, by any and all appropriate administrative, trial or appellate proceedings, or any combination, and in Lender's name, if required by law, the amount, validity, enforceability, or application of any tax, assessment, water rent, claim, lien or encumbrance, if and only for so long as (i) such contest suspends the collection or enforcement of the item(s) contested; (ii) no part of the Property will be subject to loss, sale or forfeiture before final determination of any such contest; (iii) Borrower furnishes such security as may be required by law in connection with each such contest; (iv) the value, usefulness, and marketability of the Property will not be adversely impaired by any such contest; (v) Borrower otherwise is not in default under any provision of this Mortgage; (vi) each such contest is continuously prosecuted diligently to final determination; (vii) Borrower pays, or causes to be paid, and defends, indemnifies and holds Lender harmless of and from, any and all losses, judgments, decrees, and costs (including all reasonable attorneys' fees) incurred in connection with each such contest; and (viii) Borrower, promptly following final determination of each such contest, fully pays and discharges all amounts that may be levied, assessed, charged, imposed, or otherwise determined to be payable, together with all penalties, fines, interests, costs and expenses, and otherwise complies with such final determination at Borrower's sole cost and expense. So long as Borrower complies with the foregoing and Lender is promptly reimbursed for all costs and expenses incurred, Lender will cooperate with Borrower in connection with any such contest.

Mortgage and Security Agreement

3. Insurance. Borrower shall keep the buildings and other improvements which are now, or which hereafter may be erected on the Property, including any personal property and fixtures described above, constantly insured against loss by fire with extended coverage in a sum not less than full insurable value so as to avoid any claim on the part of the insurers for co-insurance, and in addition shall keep in force and effect policies of insurance insuring against such other hazards, casualties, and contingencies as Lender may require, including, but not limited to, Flood Insurance, Property Damage Insurance and Public Liability Insurance. All insurance required by Lender hereunder shall be on such forms, for such periods, and in such amounts as Lender may require with loss payable to the Lender under a clause acceptable to Lender in its sole discretion (which shall include a minimum of thirty [30] days' advance notice of cancellation of such insurances). Borrower shall deliver the policy, or policies, to the Lender, as additional security, and where renewal policies are necessary in the performance of this covenant, Borrower shall deliver the same to Lender at least thirty (30) days before the expiration of the existing insurance. In the event of loss, the Borrower shall give immediate notice by mail to the Lender; and in the event Borrower shall fail to agree with the insurance companies involved as to the amount and terms of any loss within sixty (60) days of the happening of such loss, then the Lender may negotiate with and settle said loss with such insurance companies, and neither the Lender nor the insurance companies involved shall, upon such settlement being made, be liable in any manner to the Borrower. The Lender shall have the right to apply any funds received from insurance policies required under this Mortgage or under any other instrument securing the Note to the payment of this indebtedness or other sums hereby secured. The right to any return premiums on any insurance policies covered by this Mortgage is hereby assigned to Lender as further security for the Note secured hereby.

4. Condemnation. In the event the Borrower is served with process or otherwise notified of a condemnation action or any other action which involves a taking of the Property or any part thereof, the Borrower shall notify the Lender in writing of such within five (5) days from the date of service of process or such other notification (so as to be received by the Lender within said period). The Lender may participate in any condemnation negotiations or proceedings, and the Borrower, from time to time, shall execute and deliver to the Lender all instruments requested by the Lender of any settlement of any condemnation proceedings or proceedings shall be a condition precedent to any such settlement being valid and binding on the Lender. The execution by Borrower of any such settlement without having first obtained the Lender's written acceptance thereof shall constitute a default under this Mortgage. Borrower shall compensate Lender for expenses incurred by Lender in connection therewith, and such compensation and expenses, with interest thereon from the date the service was rendered or the expense was paid at the highest rate permitted by applicable law, shall be secured by the lien of this Mortgage. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Any such award or awards received by the Lender may, at its option, either be applied as a credit on any portion of the indebtedness or sums secured hereby, whether then matured or subsequently to mature (provided that such does not exceed the amount necessary to pay in full all

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indebtedness secured by this Mortgage and all other instruments securing the Note), or paid to Borrower.

5. Use and Alteration of Property. Borrower shall not initiate or acquiesce in a change in the zoning or land use classification of the Property without Lender's written consent. Borrower shall not make any change in the use of the Property which will create an environmental or other hazard not in existence on the date hereof, nor shall Borrower in any way increase any hazard.

6. Surface Alteration and Mineral Rights. Borrower shall not consent to, permit or indulge in any entry, either by itself or by any others, upon the surface of the Property for the purpose of exploration, drilling, prospecting, mining, excavation or removal of any earth, sand, dirt, rock, minerals, oil or any other substance without the Lender's approval and written consent.

7. Hazardous Waste. Borrower warrants and represents to Lender:

(1) That neither Borrower nor any other person to the Borrower's knowledge, after reasonable inquiry, has ever used the Property as a facility for the storage, treatment or disposal of any "Hazardous Substances", as that term is hereinafter defined;

(2) That the Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local "Environmental Laws" (as that term is defined hereinafter), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC Statute 9601, et seq., the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Statute 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 USC Statute 6901, et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes, the Pollutant Spill Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida Statutes, as the same may be amended from time to time and all ordinances, regulations, codes, plans, orders, and decrees now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of the Borrower and Lender;

(3) That (i) as of the date hereof there are no hazardous or toxic materials, substances, wastes or other environmentally regulated substances (including solids or gaseous products and any materials containing asbestos), the presence of which is limited, regulated or prohibited by any state, federal or local governmental authority or agency having jurisdiction over the Property, or which are otherwise known to pose a hazard to health or safety of occupants of the Property, located on, in or under the Property or used in connection therewith, or (ii) Borrower has fully disclosed to Lender in writing the existence, extent and nature of any such hazardous or toxic material waste or other environmentally regulated substance, which Borrower is legally authorized and empowered to maintain on, in or under the Property or use in connection therewith, and Borrower has obtained and will maintain all licenses, permits and approvals required with respect

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thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

(4) That Borrower shall notify Lender of any change in the nature or extent of any hazardous or toxic materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property; and

(5) That Borrower is not aware of, nor has the Borrower, nor any of its subsidiaries or affiliated entities received notice of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with Environmental Laws or any ordinance, regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release of threatened release into the environment, of any Hazardous Substance; and

(6) That there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower or the Property, relating in any way to any Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder; Borrower hereby agrees to indemnify, reimburse, defend and hold harmless Lender, its officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, Lender directly or indirectly, resulting from: (a) any acts or activities of Borrower, its agents, employees or contractors, at, on or about the Property which contaminate air, soils, surface waters or groundwaters over, on or under the Property; (b) arising from or out of any Hazardous Substance on, in or under the Property; (c) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of Borrower or any other person and any environmental damage alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any Hazardous Substance; or (d) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Property;

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Without limiting the foregoing, this indemnification provision specifically protects the Lender against any claim or action from activities described in (a), (b), (c) or (d) above, based in whole or in part upon any environmental statute, rule, regulation or policy, including but not limited to Chapters 403 and 376, Florida Statutes, the Florida Administrative Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 USC Statute 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 USC Statute 6901, et seq., and other laws, whether now in existence or enacted in the future.

Borrower's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Lender with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation. Borrower's obligation under this section shall not be limited to any extent by the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note (and other obligations secured hereby) and this Mortgage, or any foreclosure under this Mortgage, or any delivery of a deed in lieu of foreclosure. The provisions of this section shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which the Lender, and its successors and assigns succeed to ownership of the Property.

As used herein, "Environmental Law" means any federal, state or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

As used herein, "Hazardous Substances" means any substance or material (i) identified in Section 101(14) of CERCLA, 42 USC Statute 9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Sec. 376.301(10), Florida Statutes, as same may be amended from time to time.

(7) Lender shall have the right, in its sole discretion, to require Borrower to periodically (but not more frequently than annually unless an Environmental Complaint is than outstanding) perform (at Borrower's expense) an environmental audit and, if deemed necessary by Lender, an environmental risk assessment, each of which must be satisfactory to Lender in its sole discretion, of the Property, hazardous waste management practices and/or hazardous waste disposal sites used by Borrower. Such audit and/or risk assessment must be by an environmental consultant satisfactory to Lender. Should Borrower fail to perform such environmental audit or risk assessment within thirty (30) days of the Lender's written request, Lender shall have the right but not the

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obligation to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall bear interest at the default rate set forth in the Note and shall be secured by this Mortgage and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of the Lender.

(8) Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Lender to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

8. Waste and Mechanics' Liens. Borrower shall keep the Property and all equipment, appurtenances and accessories constantly in good order and repair; shall comply with all laws, ordinances and regulations now or hereafter affecting the Property or any part thereof; and shall not permit, suffer or commit any waste, impairment or deterioration of said Property, or any part thereof.

9. Protection of Lender's Security. Borrower shall execute and/or cause to be executed such further assurances of title to the Property, and to take and cause to be taken, such steps, including legal proceedings as may at any time appear to the Lender to be desirable to perfect the title to the Property in the Lender. Upon a failure or default in or breach of performance of any of the covenants and agreements contained herein, the Lender may, without notice to the Borrower, pay all taxes, assessments, and public charges, and/or take such steps as may be necessary to secure or redeem the Property from forfeiture or sale, and/or effect or renew any insurance, and/or make such repairs as may be necessary to keep the Property, equipment, appurtenances and accessories in good order and repair. There is no obligation upon the Lender to make such payments or take such steps, nor shall any act of the Lender or any failure to act under the powers granted by this paragraph, nor any lapse of time, be construed as the waiver of any breach of the covenants and agreements contained herein. Any funds expended or costs incurred by Lender in the exercise of its rights under the terms of this provision shall be for the account of the Borrower, shall be immediately due and payable to Lender by Borrower upon demand, shall be secured by the lien of this Mortgage until paid in full and shall bear interest at the highest rate permitted by law to be charged by Lender until paid in full.

10. Payments Received. That any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage, or by any subsequent owner of the Property, or by any other person whose interest in the Property might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation or by any partner of a partnership or beneficiary of a trust which at any time may be liable for such payment or may own or have such an interest in the Property, shall be deemed, as between the Lender and all persons who at any time may be liable as aforesaid or may own the Property, or any part thereof, to have been made on behalf of all such persons.

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11. Civil Proceedings. If any action or proceeding is commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Lender is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Mortgage (including to protect its interests in any condemnation proceedings), all sums paid by the Lender for the expense of any litigation (including reasonable attorneys' fees and appellate counsel fees, if any) to prosecute or defend the rights and lien created by this Mortgage shall on notice and demand be paid by the Borrower, together with interest thereon at the highest rate permitted by law to be charged by Lender, and shall be a lien on the Property, prior to any right or title to, interest in or claim upon the Property subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

12. Inspections and Management. The Borrower agrees that Lender and any person authorized by the Lender shall have the privilege of making inspections of the Property at reasonable times during the life of this Mortgage. If, at any time after default by the Borrower in the performance of any of the terms, covenants or provisions of this Mortgage or of the Note, the management or maintenance of the Property shall be determined by the Lender to be unsatisfactory, the Borrower shall employ for the duration of such default, as managing agent of the Property, such person or firm as from time to time shall be approved by the Lender.

13. Uniform Commercial Code. When and if Borrower and Lender shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoyment of the Property, this Mortgage shall be deemed the Security Agreement as defined in said Uniform Commercial Code and the remedies for and violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said financing statement by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at Lender's sole election. Borrower and Lender agree that the filing of such financing statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Property (furniture only excepted) and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Lender, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) the rights in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for a loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Lender as

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determined by this instrument or impugning the priority of the Lender's lien granted hereby or by any other recorded documents, but such mention in the financing statement is declared to be for the protection of the Lender in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Lender's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal government, must be filed in the Commercial Code Records. Borrower shall pay all costs of filing such statements and renewals and releases thereof and shall pay all reasonable costs and expenses, including reasonable attorneys' fees and any record searches for financing statements Lender may reasonably require, incident to the preparation and filing of such financing statements.

14. Assignment of Rents. Borrower does hereby assign and set over unto the Lender as additional security for the indebtedness and other items herein secured, all rents, issues, profits, income and accounts receivable generated through the use by Borrower or other of all or any part of the Property, including any such rents, issues, profits, income and accounts receivable of any business activity conducted by Borrower on or through the use of the Property, as well as the proceeds of all the foregoing. Borrower does hereby appoint the Lender its attorney-in-fact to collect said rents, issues, profits, income and accounts receivable with or without suit and apply the same, less expenses of collection, to the said indebtedness, other secured items and repairs, in such manner as the Lender may elect; provided, however, that until there be a default under the terms of this Mortgage (which is not cured within the applicable curative period prescribed herein), Borrower may continue to collect and enjoy said rents, issues, profits, income and accounts receivable giving only an annual accounting to the Note Holder for the same. The curing of any default within the period permitted by this Mortgage shall entitle the Borrower to again collect said rents, issues, profits, income and accounts receivable. This assignment of rents, issues, profits, income and accounts receivable and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the Lender for failure or inability to collect any rents, issues, profits, income and accounts receivable herein assigned. The foregoing assignment, lien and power of attorney shall apply to all rents, issues, profits, income, accounts receivable, choses in action and the proceeds of same hereafter accruing from present contracts for deed, purchase agreements, option agreements or leases and rentals of the Property and any business activity conducted from or on the Property and from all contracts for deed or purchase agreements, option agreements or leases and rentals and any business activity hereafter made or conducted by the present or any future owners of the Property, and any persons entering into contracts for purchase or sale of the Property shall take subject to all the provisions and conditions hereof.

15. Security Agreement. Borrower does hereby grant to Lender a first security interest and lien in the personal property set forth herein (the "Collateral") as additional security to secure the payment of the Note and for the performance of each and every of the covenants and agreements contained in this Mortgage. The Collateral was and shall be acquired and is and shall be used primarily for business use. The Collateral shall be kept at and on the Property. Borrower shall pay all taxes and assessments levied or assessed against the Collateral. Borrower shall keep the Collateral

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continuously insured against loss by fire, theft, tornado, windstorm, flood and such other hazards, as may from time to time be required by Lender, in companies and in amounts in each company as may be approved by and acceptable to Lender.

16. Release of Liability. Without affecting the liability of any party (other than any party released pursuant thereto) for payment of any indebtedness secured hereby, and without affecting the superiority or validity of the lien hereof upon any Property not released pursuant thereto, Lender may at any time and from time to time, without notice, in whole or in part, release, discharge, or modify the obligation of any party liable for payment of any indebtedness secured hereby, or extend the time for payment for such indebtedness, or agree to alter any other terms of payment of such indebtedness or accept additional security of any kind or release any Property securing such indebtedness or consent to the making of any map or plat for the creation of any easements thereon or otherwise.

17. Intervening Liens. Any agreement hereafter made by Borrower and Lender pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

18. Waiver. No failure of Lender to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present, or future default on the part of Borrower; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by Lender shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of failure of Borrower to procure such insurance or to pay such taxes, debts, liens or charges. The lien of this instrument shall remain in full force and effect during any postponement or extension of time of payment of any part or all of the indebtedness secured hereby and during the term of any future advances made hereunder.

19. Default. The happening of any of the following events shall constitute a default hereunder: (a) a default shall occur under the Note; (b) failure of Borrower or any other Obligor (as hereinafter defined) to perform any agreement in this Mortgage or in any other instrument securing said Note or in any other instrument executed in connection with the loan secured hereby; (c) the filing of any petition under the Bankruptcy Code, or any similar federal or state statute, by any Obligor (which term shall mean and include the Borrower, each borrower, endorser, surety, guarantor, and all others who may become liable for all or any part of the obligations secured hereby, as well as anyone that owns, from time to time, all or any portion of the Property or any interest therein) or by any Obligor against another Obligor; (d) the filing by anyone other than an Obligor of any petition under the Bankruptcy Code, or any similar federal or state statute, against any Obligor; (e) the filing in any court by any person or entity of an application for the appointment of a receiver or trustee to take custody of the Property or any part thereof; (f) the filing of any application in any court for the appointment of a receiver for the benefit of one or more creditors, or the making of a general assignment for the benefit of creditors as to any Obligor; (g) the death, dissolution, termination, business failure, merger, consolidation, or reorganization of any Obligor;

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(h) any warranty, representation, certificate or statement of any Obligor (whether contained in this Mortgage, the Note, or other instruments of security or other instruments executed in connection with the loan secured hereby) is not true; (i) a default shall occur under or any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien prior or subordinate to the lien of this Mortgage affecting the property (including collateral encumbered by the other instruments of security for the Note); (j) a default by Borrower or other Obligor shall occur under any lease or contract affecting all or any part of the Property; (k) should any license or permit in existence on the date of this Mortgage or any other license or permit necessary for the operation and use of the Property contemplated herein be revoked or terminated or should any conditions imposed by any governmental authority not be complied with by the time requested by such authority as a condition to the non-revocation or non-termination. Lender shall give written notice to Borrower of any non-monetary default and Borrower shall have thirty (30) days from the date of posting of the notice within which to cure the non-monetary default. The enumeration of events of under this paragraph 19 shall not exclude such other events of default under this Mortgage which are set forth in other paragraphs.

20. Acceleration. Immediately upon the occurrence of any monetary default, or should a nonmonetary default occur hereunder and remain uncured for thirty (30) days or more after written notice of such nonmonetary default, then, without further notice, the full unpaid principal amount of the Note together with all accrued interest shall become immediately due and payable at the option of the Lender as fully and completely as if said aggregate sum were originally stipulated to be paid at such time. A monetary default shall be deemed to include failure to make payments of principal, interest and late charges under the Note as well as payments of escrow, taxes and governmental assessments and premiums for insurance under this Mortgage and any security agreement securing the Note. That is to say, upon the breach of any of the terms or covenants herein to be performed by the Borrower and the failure of the Borrower to cure such breach within the applicable curative period set forth in the preceding sentence, the Lender or holder shall have the right to accelerate the maturity of this Mortgage as though it were due and payable on the day following such curative period and to demand payment in full of the Mortgage amount or any unpaid balance thereof, and to exercise all the rights and remedies herein or by law reserved to the Lender the same as in any event of default hereunder, anything in the Note secured hereby or herein to the contrary notwithstanding. Notwithstanding anything contained in this paragraph 24 to the contrary, there shall be no curative period as set forth above in the event of any default specified in paragraphs 23(c), (h) or (i), hereof. If the Note secured hereby is a demand note, the terms and provisions of this paragraph or of any other provision in this Mortgage, shall not be deemed or interpreted to alter or abrogate the demand nature of the Note or the rights of Lender under a demand instrument.

21. Receiver. In the event a suit is instituted to foreclose or reform this Mortgage or to enforce payment of any claims hereunder, the Lender shall have the right, at any time pending such suit, to apply to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Property, and of all rents, profits, income, issues, accounts receivable and proceeds as

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assigned hereunder; and upon such application such court shall forthwith appoint a Receiver of the Property, all and singular, and of such rents, income, profits, issues and accounts receivable with the usual powers and duties of Receivers in like cases, and such appointment shall be made as a matter of absolute right to the Lender and without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of the Borrower.

22. Costs and Attorneys' Fees. In the event the Property or any part thereof becomes the subject of or involved in any action or court proceeding (including any bankruptcy case or proceeding), the Borrower shall pay and reimburse the Lender for all costs, charges and expenses, including reasonable attorneys' fees, and further including those on appeal, incurred by the Lender in connection with or growing out of such action or proceeding and all such costs, charges, expenses and attorneys' fees shall be secured by the lien of this Mortgage. The Borrower agrees to pay all such costs, charges, expenses and attorneys' fees to the Lender promptly.

23. Late Charges. Installments, payable under the terms hereof and the Note secured hereby, not paid when due shall be subject to "late charges" as provided in the Note, and such "late charges" are secured by the lien hereof.

24. Transfer of Property. If all or any part of the Property or any interest therein is sold or transferred by Borrower (or any subsequent owner of the Property) or if the Property is made subject to a master leasehold interest between Borrower (or subsequent owner of the Property) as the lessor and another party as the lessee, or if the Property becomes subject to any contract(s) for deeds without the Lender's prior written consent, Lender may, at Lender's option, and without notice to Borrower, declare all sums secured by this Mortgage to be immediately due and payable. Any change in the ownership of the corporate stock or partnership shares or units or other evidence of ownership that results in the transfer of control and/or management of Borrower, or any sale or transfer of any beneficial interests in Borrower or any transfer incorporating wraparound financing shall be deemed to be a transfer of the Property within the meaning of this paragraph. For purposes of this paragraph the term "master leasehold interest" shall be deemed to mean the interest created when Borrower (or subsequent owner of the Property) leases the entire Property to another party, who does not necessarily take occupancy of the Property, for a term exceeding eighteen (18) months, and said other party then subleases out portions of the Property to individual tenants occupying space in the Property.

25. Other Limitations. In addition to the limitation hereinabove set forth, Borrower agrees that the following events shall not occur on or after the day and year first above written without the prior written consent of Lender: (a) transfer of beneficial interests in Borrower or any subsequent owner of the Property (if Borrower, or such subsequent owner, is not a natural person or persons but is a corporation, partnership, trust or other legal entity) by Borrower (or any subsequent owner of the Property); (b) encumbering of all or any part of the Property except in favor of Lender; (c) conversion of the Property into a congregate form of ownership; (d) sales or leases of interval ownership or time sharing of all or any part of the Property; (e) conversion of the Property

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into condominium form of ownership; or (f) the Borrower is disqualified to do business in the State of Florida. If any of such events do occur, such shall be deemed a default under this Mortgage, and the Lender or holder shall have the right to accelerate the maturity of this Mortgage as though it were due and payable on the day of such default and to demand payment in full of the said Note or any unpaid balance thereof, and to exercise all rights and remedies herein or by law reserved to the Lender the same as in any event of default hereunder, anything contained in the Note secured hereby or herein to the contrary notwithstanding. The Borrower acknowledges that the loan secured hereby is a commercial loan and that Lender is making such loan to Borrower not only on the basis of the collateral secured by this Mortgage but likewise on the basis of the Borrower owning all of the Property during the term of said loan. Accordingly, Borrower agrees that limitations contained in this paragraph shall be strictly construed against the Borrower and in favor of Lender. Any default under any of such limitations shall be non-rebuttable and conclusively presumed to jeopardize the security and collateral of Lender for its loan, as same is defined and construed under Florida appellate decisions as may exist from time to time (but without any expressed or implied consent or waiver that state law rather than federal law shall be applicable in the construction and application of the foregoing provisions). At the option and in the sole discretion of Lender, Federal regulatory or statutory law as affects "due on sale" or "due on encumbrance" clauses when a federal savings and loan association is the lender shall apply and control, rather than Florida law, irrespective of any other provision contained in this Mortgage to the contrary.

26. Proceeds of Claims, Awards, Rents and Sales. All monies which are paid to, collected or received by Lender in connection with or as the proceeds of insurance loss claims, condemnation awards, rents, or leases, or sales, including a foreclosure sale, shall be applied by Lender as follows: first, to payment of Lender's costs including the costs of collection of said indebtedness and the foreclosure of this Mortgage and including any advances made by Lender pursuant to Lender's rights set forth herein and all expenses, real estate commissions and attorneys' fees incurred by Lender; second, to payment to Lender of interest, at the highest legal rate permitted by law to be charged by Lender, on said costs from the date of such expenditures; and third, at option of Lender to (a) restoration or repair of the Property, if applicable, or (b) to payment of interest due on the principal indebtedness, and the remainder, if any, to the principal indebtedness secured by this Mortgage.

27. Set Off. The Obligors shall have no right of set off against the Lender under this Mortgage or under any of the Documents. The Lender, however, subsequent to the maturity of the Note (whether by acceleration or otherwise) shall have the right, immediately and without further action by it, to set off against this Mortgage or any of the Documents all money owed by the Lender in any capacity to each or any Obligor, whether or not said money owed by the Lender is due.

28. Amounts Due. The Borrower, within fifteen (15) days upon request in person or upon request by mail, will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any defenses exist against the Mortgage debt.

Mortgage and Security Agreement

29. Notice. Any written notice, demand or request that is required to be made hereunder or under the Note or under any other instrument of security for the Note shall be served in person or by registered or certified mail, return receipt requested, addressed to the party to be served at its address set forth above. The above addresses may be changed as to the applicable party by providing the other party with notice of such address change in the same manner; provided, however, the address of the Borrower must be located within the continental United States of America. In the event that written notice, demand or request is made as provided in this paragraph, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address or because the party has moved or otherwise other than for insufficient postage, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such writing was initially placed in the U.S. Postal System by the sender.

30. Highest Rate of Interest. In the event that an interest rate is established as "the highest legal rate permitted by law" or other similar term or terms, in this Mortgage or in any other Document (as defined hereinabove), and such interest rate is unascertainable or no such highest rate exists or is applicable to the loan transaction secured hereunder, then such term or terms shall mean an interest rate of eighteen percent (18%) per annum, the amount of such interest shall be determined based on a 365 or 366 day year, as applicable.

31. Severability. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provisions or of the remaining provisions of this Mortgage.

32. Exemptions. The Borrower agrees not to set up or claim the benefit of curtesy or dower laws, or any exemption of insolvency laws against any claim of the Lender, for any sum of money which may become due and payable to it, under the covenants and agreements of the Note, or of this Mortgage, or any other instrument securing said Note, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being hereby expressly waived.

33. Binding Effect. Whenever the context of this Mortgage so admits or requires, the terms Borrower and Lender shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders, and if used, the term Note include all the notes herein described if more than one.

34. Remedies. The exercise by Lender of any one or more of the remedies provided for herein shall not be deemed to be the exclusive remedy(ies) of Lender, it being understood that Lender's rights and remedies hereunder are cumulative and exercisable concurrently.

Mortgage and Security Agreement

35. Headings. The headings of the paragraphs contained in this Mortgage are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.


PROVIDED ALWAYS HOWEVER, that if the Borrower shall pay unto the said Lender the monies provided for in and by said Note or Notes and this Mortgage and shall well and truly keep, observe and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants thereof as and when required thereby, then this deed and the estate hereby created shall cease and be null and void, otherwise the same shall remain of binding force and effect.

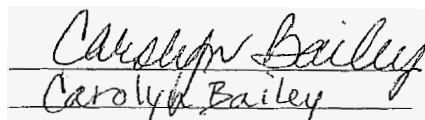
IN WITNESS WHEREOF, the Borrower has executed this Mortgage or has caused the same to be executed by its duly authorized representatives on the date and year first above written.

EACH BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH BORROWER AGREES TO ITS TERMS.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL BALANCE OR PRINCIPAL PAYMENT DUE UPON MATURITY IS \$140,143.43, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

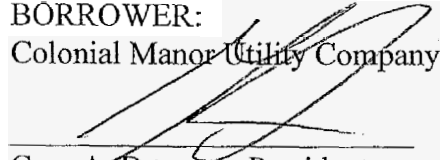
WITNESSES:


STEPHEN C. BOOTH


Carolyn Bailey

BORROWER:

Colonial Manor Utility Company


Gary A. Deremer, President

(corporate seal)

Address:

4821 US 19, Ste. 2,
New Port Richey, FL 34652

Mortgage and Security Agreement

STATE OF FLORIDA

COUNTY OF PASCO

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Gary A. Deremer, as President of Colonial Manor Utility Company, a Florida corporation,

X who ___ is personally known to me or ___ who has produced _____ (type of identification) as identification

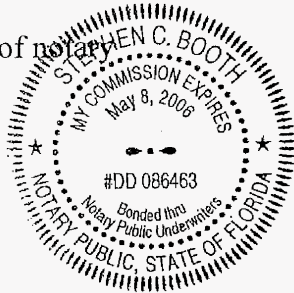
and who acknowledged before me that the foregoing instrument was executed for the reasons expressed therein.

Witness my hand and official seal in the county and state aforesaid this 20 day of JAN, 2004.

my commission expires on:

Stephen C Booth
Signature of Notary public

seal of notary



printed, typed or stamped name of notary

Commission No. _____

Mortgage and Security Agreement

Exhibit "A"
(Legal Description)

Parcel 1:

Lot 25, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 1, recorded in Plat Book 8, Page 12, Public Records of Pasco County, Florida.

Parcel 2:

Lots 128 and 129, COLONIAL MANOR, UNIT 2, recorded in Plat Book 8, Page 30, Public Records of Pasco County, Florida.

Parcel 3:

Lots 321 and 322, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 4:

Lot 388, Less the Northerly 10 feet thereof and Lot 389, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 5:

Lot 74, COLONIAL MANOR UNIT 7, recorded in Plat Book 9, Page 57, Public Records of Pasco County, Florida.

Mortgage and Security Agreement

Exhibit "B"

Water distribution system constructed to serve Units 1, 2, 5 and 7 of Colonial Manor Subdivision in Pasco County, Florida, and all adjunct sites, together with all of the water, water rights, mains, service laterals, hydrants, valves, pipelines, pumps, equipment and appurtenances, all contracts and contract rights arising therefrom, together with all easements and public rights of way necessary or appurtenant thereto for the operation, maintenance, repair and replacement thereof,

Together with all income, revenues, records and customer lists relating to the foregoing, including, but not limited to, all customer service deposits, all prepaid customer bills and invoices, and all accruals thereunder,

Together with all transferrable permits, licenses and governmental approvals relating to all of the foregoing.

ASSET PURCHASE AGREEMENT

AGREEMENT made as of this 1st day of **October**, by and between **Floralino Properties, Inc.**, a Florida corporation (“Seller”), and **Colonial Manor Utility Company**, a Florida corporation (“Purchaser”).

WHEREAS, Seller owns certain assets related to a water distribution system and the related easements if any, supplying **Colonial Manor** subdivision, and adjunct sites if any, and having mailing address of PO Box 5017, Largo, Florida 33779; and

WHEREAS, Purchaser desires to acquire all of the Water Utility Assets of Seller used in connection with the business, along with the related easements if any; and

WHEREAS, Seller desires to sell, transfer and assign Purchaser Seller’s Assets; and

WHEREAS, the parties desire to document their understanding regarding the purchase and sale of the Assets.


NOW, THEREFORE, in consideration of the promises and of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

1. **Purchase Price.** In consideration for the sale of the Assets hereinabove described, Purchaser will pay Seller the sum of \$303,000 (Three Hundred Thousand & 00/100 Dollars), and will not assume any liabilities of Seller.
 - (a) **Method of Payment.** The Purchase price shall be paid as follows:
 - (1) \$303,000.00 (Three Hundred Three Thousand & 00/100 Dollars) for the water utility in its entirety. The purchase price shall be owner financed, with a recorded note for payment guaranteed personally by Gary Deremer, amortizing \$303,000.00 at 7% interest over 15 years (180 months), with a mortgage balloon no earlier than 5 years (60 months).
 - (b) The Seller and Purchaser will settle all accruals; prepaid customer bills and all customer service deposits shall be transferred when control of the residential accounts are transferred.
 2. The Seller has good and marketable title to all of the personal Assets, tangible and intangible, being conveyed to Purchaser hereunder and is conveying such title to Purchaser. Such assets are subject to no liens and encumbrances. All such Assets are in working condition, but otherwise sold “AS IS”.
 3. Due to the current billing cycle of Seller, Purchaser agrees to prorate collections for items billed in the month of October and collected in relation to the accounts identified in the 8000-9000 account number range and transfer to seller as collected.
 4. The parties acknowledge that this contract must be approved by the Florida Public Service Commission and is contingent on that approval. Purchaser shall use diligence to apply for such approval at its expense, and Seller shall reasonably

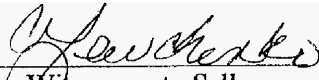
cooperate with the application in order to gain such approval. All costs connected with the application shall be borne by purchaser, whether or not the application is approved or denied.

5. The Closing. The Closing shall be held at a location to be determined, on November 1st, 2003 ("Closing Date"). If all other conditions of the contract have been satisfied but the approval of the Public Service Commission or other applicable governmental body has not at that time been granted or denied, the Closing shall nonetheless be held on the schedule subject to any other provision of this contract.
6. Effective Date. The conveyances of the Assets shall be effective for all accounting and proration purposes as of the close of business on the Closing Date.
7. Survival of Representation and Warranties. The warranties, representations, covenants and agreements set forth herein shall be continuous and shall survive the termination of this Agreement or any part hereof.
8. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated hereby, and this Agreement supersedes in all respects all written or oral understanding and agreements hereto existing between the parties hereto.
9. Expenses. Each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transaction contemplated hereby, including the fees and expenses of its counsel, certified public accountant and other experts.

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



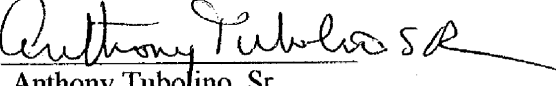
Witness as to Seller



Witness as to Seller



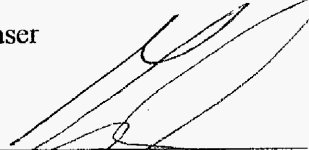
Witness as to Purchaser

Seller
By: 

Anthony Tubofino, Sr.

As: President
Of: Floralino Properties, Inc.

(corporate seal)

Purchaser
By: 

Gary Beremer

As: President

[Signature]
Witness as to Purchaser

Of: Colonial Manor Utility Company
(corporate seal)

AS NOTARY TO SELLER:
STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 3 day of Oct, 2003, by Anthony Tubolino, Sr. as President of Colonial Manor Properties, who is personally known to me.

[Signature]
Notary Public

My Commission expires:



AS NOTARY TO PURCHASER:
STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 3rd day of Oct., 2003, by G. Drenny, as president of Colonial Manor Utility Company, who is personally known to me.

[Signature]
Notary Public

My Commission expires:



**AGREEMENT TO CLOSING PRIOR TO
PUBLIC SERVICE COMMISSION APPROVAL**

BY THIS INSTRUMENT, in connection with the sale of water utility assets currently known as the Floralino Properties, Inc., ("Seller") a Florida Corporation, to Colonial Manor Utility Company, a Florida Corporation, ("Buyer") the parties agree that the transaction remains contingent upon the approval of the Public Service Commission and that the closing is subject to rescission if the approval is not granted, the buyer agrees to operate the system and to keep bookkeeping and other records in a form as close as possible to that used by Floralino Properties, Inc., prior to the sale.

BUYER acknowledges that the transaction is being executed at this time at his request and that:

1. Buyer shall hold seller harmless from any loss suffered as a result of closing before the approval of the Public Service Commission, including, without limitation, liability for fines levied by the Commission.
2. Any additions, repairs, improvements to any real property or personal property conveyed to buyer shall be made at the buyer's expense, and seller shall be under no duty to reimburse buyer for any such expenses if the Public Service Commission approval is not granted. Income generated by the assets purchased shall be the property of buyer, who may use the income in making any such additions, repairs and improvements. However, buyer shall not mortgage or pledge any future income generated by the assets, in order to finance such repairs, additions or improvements prior to such approval.
3. Certain prorations to have been preformed at closing, will be made within a reasonable time after closing rather than as an adjustment at closing. Any net amount owed shall be paid by the obligor in cash, promptly after the computation of the prorations have been completed.

Signed:

Floralino Properties, Inc

By: 

Anthony Tubolino, Sr.

As: President

Date: 10/30/03

Colonial Manor Utility Company

By: 

Gary Deremer

As: President

Date: 10/30/03

Part II
Financial and Technical Information

Exhibit III


Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part II item D.

EXHIBIT IV

STATEMENT OF SELLER
REGARDING DISPOSITION OF FEES

Seller acknowledges all fees and fines or refunds owed have been paid to date. All regulatory assessment fees due through the calendar year 2003 have been paid by Seller in a timely manner to the Florida Public Service Commission.

Handwritten signature of Anthony Tubolino, Sr. and the initials SR.

Anthony Tubolino, Sr.
President
Floralino Properties, Inc.

Part II
Financial and Technical Information

Exhibit V

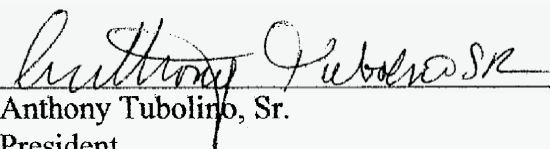
Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part II item F.

EXHIBIT V

STATEMENT OF FUNDING

The applicant is to receive cash direct from the stockholders of Buyer for partial sale. Remaining balance is to be owner financed by Applicant. Financial statements of both shareholders of Buyer are attached. Financial agreements regarding Owner financing of balance are included in Exhibit II.



Anthony Tubolino, Sr.
President
Floralino Properties, Inc.

Gary and Patricia Deremer

STATEMENT OF ASSETS AND LIABILITIES

(ESTIMATED VALUE BASIS)
May 17, 2004

Gary and Patricia Deremer

STATEMENT OF ASSETS AND LIABILITIES

(ESTIMATED VALUE BASIS)

May 17, 2004

ASSETS:

Cash		
Checking	\$	95,362.00
Savings		120,862.00
Marketable Securities		190,903.00
Real Estate		
Primary Residence		850,000.00
Commercial Office Building		1,500,000.00
Mooring Lots Gulf Harbors		80,000.00
Developed Lots		
Multi Family Zoned: Seaforest Drive		40,000.00
Multi Family Zoned: Firestation Road		70,000.00
Commercial Zoned: Office Bldg Prop Firestation Road		150,000.00
Tract 53 - Port Richey 10 Acres 85 % Interest Held		144,500.00
Personal Effects		200,000.00
Vehicles		
Watercraft - 3 Vessels		53,000.00
Note Receivable U.S. Water Services		15,000.00
Note Receivable Lindrick Service Corp.		111,250.00
Business Assets		
**U.S. Water Services Corporation Net Book Value @ 70% Shares Held		431,370.00 **
D&D Property Partners, Inc. Net Book Value @ 51% Shares Held		96,408.00
Community Utilities of Florida, Inc. Net Book Value @ 100% Shares Held		943,919.00
Holiday Waterworks Corporation Net Book Value @ 100% Shares Held Includes 5.34 Acres		589,278.00
Total Assets:		<u>5,681,852.00</u>

Liabilities:

Notes Payable		
Personal Residence		346,000.00
Office Building		812,781.00
Holiday Utility Company		100,000.00
Total Liabilities:		<u>1,258,781.00</u>
Excess Of Assets Over Liabilities:	\$	<u>4,423,071.00</u>

** Actual Company Market Value Estimated at 70 % = \$2,800,000.00

Cecil Delcher and Diana Miller

STATEMENT OF ASSETS AND LIABILITIES

(ESTIMATED VALUE BASIS)

April 15, 2004

Cecil Delcher and Diana Miller

STATEMENT OF ASSETS AND LIABILITIES (ESTIMATED VALUE BASIS)

April 15, 2004

ASSETS:

Cash		
Checking	\$	21,000.00
Savings		5,000.00
Marketable Securities		270,000.00
IRA's/ Retirement Accounts		201,000.00
Real Estate		
Primary Residence		350,000.00
Secondary Residence 518 N. Gulf Boulevard -Indian Rocks Beach		200,000.00
Lots		121,000.00
Personal Effects		45,000.00
Vehicles		18,000.00
Note Receivable U.S. Water Services		46,600.00
Business Assets		
**U.S. Water Services Corporation	Net Book Value @ 10% Shares Held	62,200.00 **
D&D Property Partners, Inc.	Net Book Value @ 49% Shares Held	92,627.00
Colonial Manor Utility Company	Net Book Value @ 49% Shares Held	260,000.00
Construction Equipment Owned		
Trackhoe, Wheel Loader, Etc.		62,000.00
Total Assets:		<u>1,754,427.00</u>

Liabilities:

Notes Payable		
Personal Residence		0.00
Other Properties		0.00
Other Debts		0.00
Total Liabilities:		<u>0.00</u>
Excess Of Assets Over Liabilities:	\$	<u>1,754,427.00</u>

** Actual Company Market Value Estimated at 10 % = \$400,000.00

Part II
Financial and Technical Information

Exhibit VI

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part II item G.

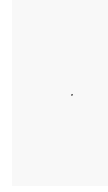
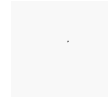
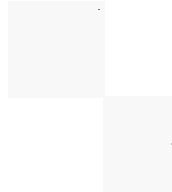
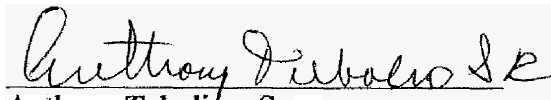


EXHIBIT VI

STATEMENT OF SELLER
RATE BASE AT TIME OF TRANSFER

Seller acknowledges net book value of the asset to be \$147,591.00 at the time of transfer of asset on January 1, 2004, per page 46 of PSC Order No. PSC-03-1250-PAA-WU, Docket No. 030250-WU (copy attached).



Anthony Tubolino, Sr.
President
Floralino Properties, Inc.

ORDER NO. PSC-03-1250-PAA-WU
 DOCKET NO. 030250-WU
 PAGE 46

FLORALINO PROPERTIES, INC. TEST YEAR ENDING 12/31/02 SCHEDULE OF WATER RATE BASE		SCHEDULE NO. 1-A DOCKET NO. 030250-WU	
DESCRIPTION	BALANCE PER UTILITY	COMM. ADJUST. TO UTIL. BAL.	BALANCE PER COMM.
1. UTILITY PLANT IN SERVICE	\$326,635	\$35,302	\$361,937
2. LAND & LAND RIGHTS	16,272	\$0	\$16,272
3. NON-USED AND USEFUL COMPONENTS	0	\$0	\$0
4. CIAC	(173,559)	\$0	(\$173,559)
5. ACCUMULATED DEPRECIATION	(287,992)	\$41,439	(\$246,553)
6. AMORTIZATION OF CIAC	173,559	\$0	\$173,559
7. WORKING CAPITAL ALLOWANCE	0	\$15,935	\$15,935
8. WATER RATE BASE	<u>\$54,915</u>	<u>\$92,676</u>	<u>\$147,591</u>

Part II
Financial and Technical Information

Exhibit VII

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part II item K.

Colonial Manor Utility Company

Gary Deremer, President
PO Box 398
New Port Richey, Florida 34652
Tel: 727-919-0408 Fx: 727-848-7701

EXHIBIT VII

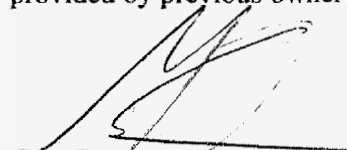
December 23, 2004

FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Floralino Properties, Inc. Utility System (a/k/a Colonial Manor Utilities)
Tax Returns

Dear Commission:

Please accept this brief statement confirming that all copies of previous tax returns have been provided by previous owner Mr. Anthony Tubolino.



Gary Deremer
President

Part II
Financial and Technical Information

Exhibit VIII

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part II item L.

Colonial Manor Utility Company

*Gary Deremer, President
PO Box 398
New Port Richey, Florida 34652
Tel: 727-919-0408 Fx: 727-848-7701*

EXHIBIT VIII

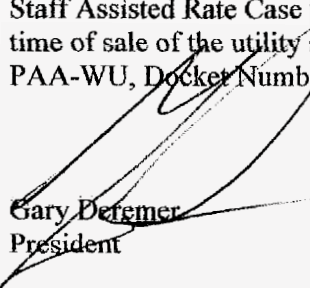
December 23, 2004

FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Floralino Properties, Inc. Utility System (a/k/a Colonial Manor Utilities)
System Condition

Dear Commission:

After inspection of the aforementioned utility system, I find that is in working order. However, the system is need of improvement as has been presented to the Commission in the most recent Staff Assisted Rate Case **undertaken by the Commission**. **All improvements not completed at the** time of sale of the utility system will be completed as noted in PSC Order Number PSC-03-1250-PAA-WU, Docket Number 030250-WU.


Gary Deremer
President

Part III
Financial and Technical Information

Exhibit IX

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part III item A, B, C:

TO BE PROVIDED AS A LATE FILED EXHIBIT.



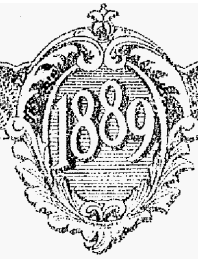
Part V
Financial and Technical Information

Exhibit X

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part V item A:

FATIC 524



Policy No. **FA-35-623579**

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Gary L. Keruott* PRESIDENT

ATTEST *Mark R. Arneson* SECRETARY

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.
The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.
The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured,

All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

(i) To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

(ii) Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. TERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage.

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

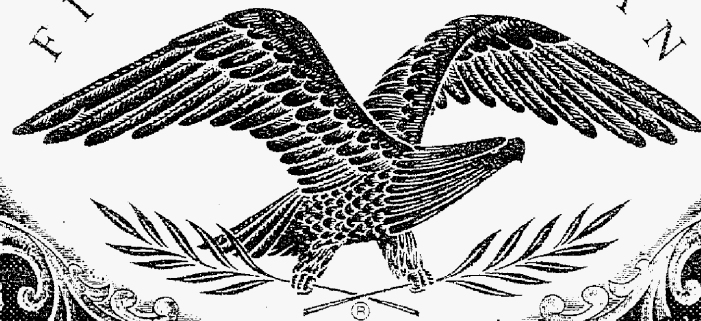
16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, California 92707.

FIRST AMERICAN



First American Title Insurance Company

**POLICY
OF
TITLE
INSURANCE**



FIRST AMERICAN TITLE INSURANCE COMPANY
OWNER'S FORM
SCHEDULE A

Agent's File No.

03-559 scb

Search #2061-389263

Policy No. FA-35-623579

Date of Policy:

M.

Amount of Insurance:

February 4, 2004 at 3:58 p.m.

\$50,000.00

1. Name of Insured:

COLONIAL MANOR UTILITY COMPANY, a Florida corporation

2. The estate or interest in the land which is covered by this policy is: fee simple.

3. Title to the estate or interest in the land is vested in the above insured.

4. The land referred to in this policy is described as follows:

Parcel 1:

Lot 25, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 1, recorded in Plat Book 8, Page 12, Public Records of Pasco County, Florida.

Parcel 2:

Lots 128 and 129, COLONIAL MANOR, UNIT 2, recorded in Plat Book 8, Page 30, Public Records of Pasco County, Florida.

Parcel 3:

Lots 321 and 322, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

Parcel 4:

Lot 388, Less the Northerly 10 feet thereof and Lot 389, Less the Southerly 15 feet thereof, COLONIAL MANOR, UNIT 5, recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida.

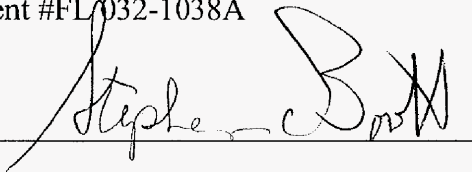
Parcel 5:

Lot 74, COLONIAL MANOR, UNIT 7, recorded in Plat Book 9, Page 57, Public Records of Pasco County, Florida.

BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, Florida
(727) 842-9105

Agent #FL032-1038A

by:

A handwritten signature in black ink, appearing to read "Stephen Booth", is written over a horizontal line. The signature is cursive and somewhat stylized.

FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B
Alta Owner's Policy

Agent's file No. 03-559 scb

Policy No. FA-35-623579

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which may arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any rights, interests, or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as existing liens in the public records or in the records of the local tax collecting authority at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by prior owners.
7. Taxes and assessments for the year 2004 and subsequent years.

Special Exceptions:

8. Exceptions from coverage numbered #1 and #3 above are hereby deleted.
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 1, as recorded in Plat Book 8, Page 12, Public Records of Pasco County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 2, as recorded in Plat Book 8, Page 30, Public Records of Pasco County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 5, as recorded in Plat Book 8, Page 100, Public Records of Pasco County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

12. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of COLONIAL MANOR, UNIT 7, as recorded in Plat Book 9, Page 57, Public Records of Pasco County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

13. Water Service Contract as set forth in instrument recorded in ORB 253, Page 458, as assigned to Colonial Manor Utility Company by Assignment recorded in ORB 5715, Page 784, Public Records of Pasco County, Florida.

14. Declaration of Covenants, Conditions and Restrictions recorded in ORB 401, Page 163, as assigned to Colonial Manor Utility Company by Assignment recorded in ORB 5715, Page 784, Public Records of Pasco County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

15. Title to personal property is not insured hereunder.

16. Mortgage and Security Agreement dated 1/20/04 from Colonial Manor Utility Company, a Florida corporation, to Floralino Properties, Inc., a Florida corporation, in the sum of \$180,000.00, as recorded in ORB 5715, Page 791, Public Records of Pasco County, Florida.

17. UCC-1 Financing Statement from from Colonial Manor Utility Company, a Florida corporation, to Floralino Properties, Inc., a Florida corporation, as recorded in ORB 5715, Page 810, Public Records of Pasco County, Florida (and counterpart filed as Document # 200406045621 on 2/2/2004 with the Department of State, Secretary of State, Tallahassee, Florida).

SERVICE QUALITY AND AVAILABILITY

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you.

A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints: 1-800-929-7186. Office hours will be from 8:30 AM through 5:30 PM, Monday through Friday.

BOOTH & COOK, P. A.
ATTORNEYS AT LAW

Stephen C. Booth
J. Harris Cook

RIDGEWOOD EXECUTIVE CENTER
7510 Ridge Road
Port Richey, Florida 34668
727/842-9105
FAX: 727/848-7601

July 14, 2004

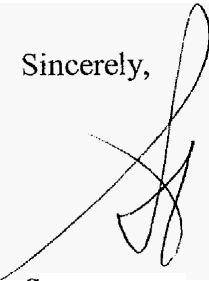
Gary A. Deremer
Colonial Manor Utility Co.
4821 US 19, Suite 2
New Port Richey, FL 34652

RE: Purchase from Floralino Properties, Inc. Et al
Our # 03-559 scb

Dear Gary:

Enclosed for your safekeeping please find the original owner's title insurance policy with regard to the matter noted above.

Sincerely,



Steve

SCB/cb

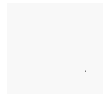
Enclosure

Part V
Financial and Technical Information

Exhibit XI

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part V item B:



WATER TARIFF

Colonial Manor Utility Company
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Colonial Manor Utility Company
NAME OF COMPANY

P.O. Box 398
New Port Richey, Florida 34652
(ADDRESS OF COMPANY)

727-919-0408 / Emergency 727-848-8292
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Colonial Manor Utility Company

NAME OF COMPANY

WATER TARIFF

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Rules and Regulations-----	6.0
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Standard Forms-----	19.0
Technical Terms and Abbreviations-----	5.0
Territory Authority-----	3.0

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: Colonial Manor Utility Company

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 153-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>
5846	9/11/73	3135-W	Original
PSC-01-1302-FOF-WU	03/15/02	991486-WU	DTER

(Continued to Sheet No. 3.1)

ANTONY TUBOLINO, SR.
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

In Sections 19 and 20, Township 26, Range 16 East, Pasco County, Florida.

Commence at the Northeast Corner of the Southeast ¼ of said Section 19 for a point of Beginning, thence run North along the East line of said Section 19 1315 feet; thence West 2140 feet to a point on the East Right of Way line of U.S. Highway Number 19, as it is now established; thence Southwesterly along said Right of way line 345 feet; thence East 35 feet thence South 990 feet to the North line of the Southeast ¼ of said Section 19; thence run easterly along said line 225 feet; thence Southerly 1000 feet; thence West 450 feet to the East Right of way line of U.S. Highway Number 19 as it is now established; thence South along said Right of way line 250 feet; thence East 1435 feet; thence North 250 feet; thence East 1435 feet; thence North 250 feet; thence East 115 feet; thence North 1000 feet to the North line of the Southeast ¼ of said Section 19; thence Easterly along said North line of the Southeast ¼ 895 feet to the Point of Beginning.

Commence at the northwest corner of the Southwest ¼ of said Section 20; thence run East along the North line of the Southwest ¼ of said Section 20, a distance of 50 feet for a Point of Beginning; thence run South 1670 feet; thence East 860 feet; thence North 1670 feet; thence West 850 feet to the Point of Beginning.

TERRITORY DESCRIPTION TO BE LESS AND EXCEPTED:

HOLIDAY MALL:

Tract 38 and that portion of Tract 39 of Tampa-Tarpon Springs Land Co. Subdivision of Section 19, Township 26 South, Range 16 East, as shown on plat recorded in Plat Book 1, Pages 68, 69 and 70 of the public records of Pasco County, Florida, lying East of U.S. Highway No., 19 (State Road No. 55) as it is now constructed; LESS AND EXCEPT the following described portions of said tracts:

1. Commence at the Northwest corner of the Southeast ¼ of said Section 19; thence run along the North boundary of the Southeast ¼ of said Section 19, N 89 degrees - 14'-00" E a distance of 404.21 feet; thence S 4 degrees - 26'-28" W a distance of 15.05 feet to the South right of way line of Moog Road for a POINT OF BEGINNING; thence continue S 4 degrees - 26'-28" W a distance of 185.00 feet; thence S 89 degrees - 14'-00" W a distance of 150.00 feet to the Easterly right of way line of State Road No. 55, Section 14030 (U.S. Highway No. 19) as it is now constructed; thence along said right of way line a distance of 185.01 feet along the arc of a curve to the right, to the South right of way line of Moog Rod, said curve having a radius of 7,507.44 feet and a chord of 185.00 feet which bears N 4 degrees - 26'-28" E; a distance of 150.00 feet to the POINT OF BEGINNING;

GARY DEREMER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED
LESS AND EXCEPTED

2. Commence at the intersection of the Southerly boundary of said Tract 39 and the Easterly right of way line of State Road No. 55 (U.S. Highway No. 19) as it is now constructed for a POINT OF BEGINNING; thence run along the said Easterly right of way line of State Road No. 55, N 1 degree – 24'-23" E a distance of 150.00 feet; run thence N 89 degrees – 16'-17" E a distance of 175.00 feet; thence run S 1 degree – 24'-23" W a distance of 150.00 feet; thence run S 89 degrees – 16'-17" W a distance of 175.00 feet along the Southerly boundary of said Tract 39 to the POINT OF BEGINNING at the Easterly right of way line of State Road No. 55:
3. Commence at the Northeast corner of Tract 38 for a POINT OF BEGINNING the Northeast corner of said Tract 38 being 15.0 feet South of the North boundary of the Southeast ¼ of said Section 19; thence run S 0 degrees – 23'-57" W a distance of 975.56 feet; thence run S 89 degrees – 16'-17" W a distance of 90 feet; thence run N 0 degrees – 23'-57" E a distance of 360.00 feet; thence run N 89 degrees – 14'-00" E a distance of 60 feet; thence run N 0 degrees 23'-57" E a distance of 370.00 feet; thence run S 89 degrees – 14'-00" W a distance of 80 feet; thence run N 0 degrees – 23'-57" E a distance of 245.0 feet; more or less to the Southerly right of way line of Mood Road; thence run N 89 degrees – 14'-00" E along said Southerly right of way line of Moog Road a distance of 110.00 feet to the POINT OF BEGINNING.

GARY DEREMER
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TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
PASCO	Colonial Manor Subdivision		12-18

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: Colonial Manor Utility Company

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 Colonial Manor Utility Company and/or Colonial Manor Utilities.

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.

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.

(Continued to Sheet No. 5.1)

GARY DEREMER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY: Colonial Manor Utility Company

WATER TARIFF

(Continued from Sheet No. 5.0)

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: Colonial Manor Utility Company

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	9.0	21.0
Application	7.0	3.0
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Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
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Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
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Meter Accuracy Requirements	10.0	24.0
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Payment of Water and Wastewater Service Bills Concurrently	9.0	18.0

(Continued to Sheet No. 6.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: Colonial Manor Utility Company

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
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Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	9.0	19.0

GARY DEREMER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY: Colonial Manor Utility Company

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.

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.

(Continued on Sheet No. 8.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: Colonial Manor Utility Company

WATER TARIFF

(Continued from Sheet No. 7.0) -

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.

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.

(Continued on Sheet No. 9.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: Colonial Manor Utility Company

WATER TARIFF

(Continued from Sheet No. 8.0)

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.

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.

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 splices 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: Colonial Manor Utility Company

WATER TARIFF

(Continued from Sheet No. 9.0)

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.

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

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	15.0
Fire Protection	14.0
General Service, GS	12.0
Meter Test Deposit	16.0
Miscellaneous Service Charges	17.0
Residential Service, RS	13.0
Service Availability Fees and Charges	18.0

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

GENERAL SERVICERATE 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"	\$ 8.02
	3/4"	\$ 12.03
	1"	\$ 20.06
	1 1/2 "	\$ 40.11
	2"	\$ 64.18
	3"	\$ 128.36
	4"	\$ 200.56
	6"	\$ 401.12
	<u>General Service Gallonage Charge</u>	
	Per 1,000 Gallons	\$ 2.19

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 - December 1, 2003

TYPE OF FILING 2003 SARC

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

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	Meter Size	Base Facility Charge
	5/8"	\$ 8.02
	3/4"	\$ 12.03
	1"	\$ 20.06
	1 1/2"	\$ 40.11
	2"	\$ 64.18
	3"	\$ 128.36
	4"	\$ 200.56
	6"	\$ 401.12

Residential Service Gallonage Charge (Per 1,000 Gallons)

0 - 10,000 Gallons	\$ 2.12
Above 10,000 Gallons	\$ 2.65

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 - December 1, 2003

TYPE OF FILING 2003 SARC

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY
WATER TARIFF

FIRE PROTECTION CHARGE

RATE SCHEDULE FP

AVAILABILITY - HELD FOR FUTURE USE
APPLICABILITY -
LIMITATIONS -
BILLING PERIOD-
RATE -

MINIMUM CHARGE-

TERMS OF PAYMENT-

EFFECTIVE DATE

TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

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"	\$ 48.00	\$ 48.00
1"	\$ 48.00	\$ 48.00
1 1/2"	\$ 48.00	\$ 48.00
Over 2"	\$ 48.00	\$ 48.00

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 **8% per annum** to the Customer's account during the month of **September** 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. 15.1)

NAME OF COMPANY: FLORALINO PROPERTIES, INC.

(continued from Sheet No. 15.0)

(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 9% per annum upon the retainment of such deposit.

EFFECTIVE DATE - January 1, 2004

TYPE OF FILING - Deposit

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

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"	\$20.00
1" and 1 1/2"	\$25.00
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 - January 1, 2004

TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

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	\$ 15.00	\$ 15.00
Violation Reconnection Fee	\$ 15.00	\$ 15.00
Premises Visit Fee (in lieu of disconnection)	\$ 10.00	\$ 10.00
Premises Visit Fee (at request of customer)	\$ 25.00	\$ 25.00

EFFECTIVE DATE - January 1, 2004

TYPE OF FILING - Asset Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGESRESERVED FOR FUTURE USE

<u>Description</u>	<u>Refer to Service Availability Policy Amount</u>	<u>Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$1	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$1	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (GPD)	\$	
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)	\$	
All others-per gallon	\$	
or		
Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$1	
<u>Plan Review Charge</u>	\$1	
<u>Plant Capacity Charge</u>		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - January 1, 2004
TYPE OF FILING - Asset TransferGARY DEREMER
ISSUING OFFICERPRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet Number</u>
APPLICATION FOR METER INSTALLATION	22.0
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	23.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	20.0

GARY DEREMER
OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Date: _____

Received From: _____

Address: _____

Account #: _____ for meter deposit

COLONIAL MANOR UTILITY COMPANY

By: _____

Print: _____
Representative of Colonial Manor Utility

Company

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

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

- To begin service, a Deposit of \$48.00 plus a Connection Fee of \$15.00 payable to Colonial Manor Utility Company is required with this agreement.
- 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 December to customers' accounts.
- 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.
- 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.
- 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:

- 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 no 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.
- 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.
- The Customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
- 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.

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

(Continued from Sheet No 21.0)

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: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Date: _____

We, Colonial Manor Utility Company agree to install _____ meter at

_____, Account Number

_____ on the _____ date of _____ 20____. The meter installation fee is

to be _____. Payable at the time of installation.

COLONIAL MANOR UTILITY COMPANY

By: _____

Print: _____
Utility Representative

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

COPY OF CUTOMER'S BILL

727-848-8292			
Colonial Manor Utility Company			
PO Box 398			
New Port Richey, Floarida 34652		Postage	
	Previous Use	Current Use	Total Gallons
	#####	#####	This Cycle
	#####	#####	#####
Bal Forward:	\$		
Water:	\$		
Total:	\$		
Special Memo Area		Customer Name and Address	

NAME OF COMPANY: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

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: COLONIAL MANOR UTILITY COMPANY

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water service to approximately 745 residential and commercial customers. The existing service area has some area available for general service customers. As such a cash plant capacity charge and a customer connection charge have been established. The plant capacity charge has been designed so that each customer pays their share of the plant costs and was not designed to make-up for plant CIAC not previously collected.

There are no developer agreements in existence and none are contemplated.

Part V
Financial and Technical Information

Exhibit XII

Transfer of Assets
PSC Application – Floralino Properties, Inc.

Please see attached in relation to Part V item C:

Colonial Manor Utility Company

*Gary Deremer, President
PO Box 398
New Port Richey, Florida 34652
Tel: 727-919-0408 Fx: 727-848-7701*

Exhibit XII

December 23, 2004

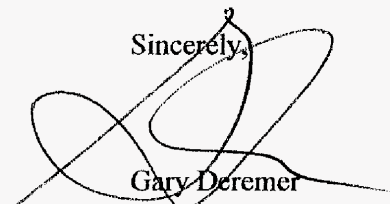
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Original Certificate
Floralino Properties, Inc. Water Utility System
t/b/k/a Colonial Manor Utility Company

Dear Commission:

Please accept this brief statement in reference to our attempts to locate the original utility operating certificate issued to Floralino Properties, Inc. Mr. Tubolino, previous owner has not been able to locate the certificate and we have searched the records that are in our possession at this time and have not been able to locate the certificate. **I feel we have exhausted all** possibilities of locating it at this time.

Sincerely,



Gary Deremer
President