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MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD

December 30, 2004

VIA HAND DELIVERY

RECEIVED FPSC
COMMISSION
CLERK
DEC 30 PM 3:28

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

Re: Paradise Lakes Utility; PSC Docket No. 030948-WS
Application for Transfer of Majority Organizational Control
Our File No. 37098.01

Dear Ms. Bayo:

As a follow up to my letter of November 8, 2004 in the above-referenced matter, I am forwarding to you for inclusion in the docket file, a copy of two documents concerning transfer of utility real estate. The following is attached:

CMP _____
COM _____
CTR _____
ECR _____
GCL _____
OPC _____
MMS _____
RCA _____
SCR _____
SEC 1
OTH _____

1. The executed and recorded Warranty Deed from Paradise Lakes, Inc. to Paradise Lakes Utility, LLC with the additional water plant land discussed in detail in the memorandum attached to my November 8, 2004 letter. This deed for transfer of this additional .12 acres for water plant land is now recorded in Pasco County Official Records Book No. 6169 Page 211 through 213.

The correction of the previous error through a Quit Claim Back to the developer for the incorrectly described water plant land from approximately one and a half years ago was also recorded on this same date (December 28, 2004) and is reflected at Book 6169 Page 208 in the public records of Pasco County.

2. Attached is a copy of the final easement executed by Paradise Lakes, Inc. and Paradise Lakes Utility, LLC for the sewage force main located on the development property. This is discussed in more detail in the memo attached to my November 8, 2004 letter under the heading "Sewage Force Main." This easement was recorded in the public records of Pasco County at Book No. 6169 Page 1946 on December 29, 2004.

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

13654 DEC 30 04

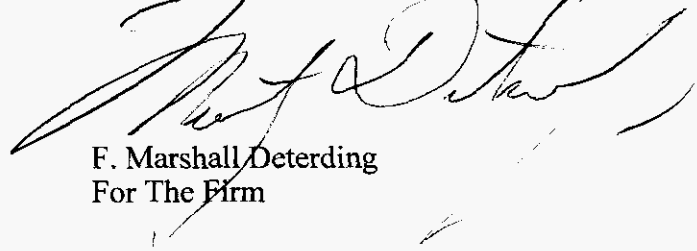
FPSC-COMMISSION CLERK

Blanca S. Bayo
December 30, 2004
Page 2

With the submission of this information clearing up the ownership of the Utility land and the exchange of Utility lands, I believe we have provided everything we promised to the Commission staff. If you or any members of the staff have any further questions in this regard, please let me know.

Sincerely,

ROSE, SUNDBSTROM & BENTLEY, LLP

A handwritten signature in black ink, appearing to read "F. Marshall Deterding", is written over the typed name and firm name.

F. Marshall Deterding
For The Firm

FMD/tms

cc: Cheryl Johnson
Kathy Kaproth
Patti Daniel
Larry DeLucenay
Joe Lettelleir

27.⁰⁰
20⁰⁰ dec starts
27.70



Rept: 842144 Rec: 27.00
DS: 0.70 17: 0.00
12/28/04 Opty Clerk

JED PITTMAN, PASCO COUNTY CLERK
12/28/04 03:59pm 1 of 3
OR BK 6169 PG 211

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756

WARRANTY DEED

THIS INDENTURE, is made on November 19, 2004, 2004, between PARADISE LAKES, INC., a Florida corporation, whose post office address is 2001 Brinson Road, Lutz, Florida 33558 ("Grantor"), and PARADISE LAKES UTILITY, L.L.C., a Florida limited liability company, whose post office address is 1900 Land-O-Lakes Boulevard, Suite 107, Lutz, Florida 33549.

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated in Pasco County, Florida:

Lot ("Unit") 4, Paradise Palms a Condominium, per Declaration of Condominium of Paradise Palms, a condominium as recorded in Official Record Book 5999, page 1676, et. seq., of the Public Records of Pasco County, Florida, together with its proportionate share in the common elements as an appurtenance to the Unit, and as recorded in Conominium Plat Book 6, pages 71 and 72 of the Public Records of Pasco County, Florida.

A portion of Real Estate Tax Parcel Number: 35-26-18-0000-00100-0020.

OR BK **6169** PG **212**
2 of 3

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, if any, which are specifically not reimposed or extended hereby, and to taxes for the year 2004 and subsequent years.

SUBJECT to the terms and conditions as are set forth in the Declaration of Condominium of Paradise Palms, a condominium as recorded in Official Record Book 5999, page 1676, et. seq., of the Public Records of Pasco County, Florida.

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

WITNESSES:

PARADISE LAKES, INC.,
a Florida corporation

Elizabeth K Sumlin
Print name: ELIZABETH K. SUMLIN
Eileen Siegel
Print name: EILEEN SIEGEL

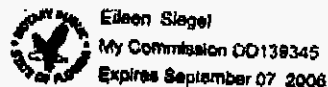
By: [Signature]
Joseph T. Lettelieir
As its President

STATE OF FLORIDA)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 19th day of Nov, 2004, by JOSEPH T. LETTELLEIR, as President of PARADISE LAKES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Eileen Siegel
Notary Public
Print name: EILEEN SIEGEL

My commission expires:



OR BK **6169** PG **213**
3 of 3

DESCRIPTION: LOT 4, PARADISE PALMS, A CONDOMINIUM

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST IN PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, RUN THENCE N88°48'04"W A DISTANCE OF 35.50 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35; THENCE N00°18'59"W A DISTANCE OF 240.00 FEET TO THE SOUTHEAST CORNER OF PROPOSED PARADISE PALMS, A CONDOMINIUM; THENCE N88°43'44"W ON THE SOUTH BOUNDARY THEREOF A DISTANCE OF 39.85 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF PROPOSED PARADISE PALMS, A CONDOMINIUM, FOR A POINT OF BEGINNING. THENCE CONTINUE ON STATED SOUTH BOUNDARY OF PROPOSED PARADISE PALMS, A CONDOMINIUM, N88°43'44"W A DISTANCE OF 67.26 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY OF PROPOSED PARADISE PALMS, A CONDOMINIUM, N21°40'10"W A DISTANCE OF 85.92 FEET TO THE SOUTH BOUNDARY OF PROPOSED PARADISE PALMS COURT; ~~THENCE ON STATED SOUTH BOUNDARY OF PROPOSED PARADISE PALMS COURT THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) S85°05'35"E A DISTANCE OF 25.80 FEET; (2) N89°57'18"E A DISTANCE OF 9.95 FEET; (3) S01°11'56"W A DISTANCE OF 10.78 FEET; & (4) N88°48'04"E A DISTANCE OF 21.37 FEET; DEPARTING SAID SOUTH BOUNDARY OF PROPOSED PARADISE PALMS COURT, THENCE CONTINUE N88°48'04"E A DISTANCE OF 18.67 FEET; THENCE S18°45'43"E A DISTANCE OF 73.08 FEET TO THE POINT OF BEGINNING.~~

CONTAINING 5,035.5 SQUARE FEET, MORE OR LESS (0.116 ACRES, M.O.L.)

#321377 v1 - ParadisePalmsLegalLot4Revised

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

Gerald T. Buhr
Buhr & Associates, P.A.
1519 North Dale Mabry, Suite 100
Lutz, FL 44548
(813) 949-3681

For Recording Purposes Only

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 23rd day of December, 2004, by **PARADISE LAKES, INC.**, a Florida corporation, located at 2001 Brinson Road, Lutz, FL 33549, its successors and assigns, hereinafter referred to as "Grantor," to **PARADISE LAKES UTILITY, LLC**, located at 2348 Raden Drive, Land O Lakes, FL 34639, its successors and assigns, hereinafter referred to as "Grantee".

W I T N E S S E T H

That the said Grantor, for and in consideration of ten and 00/100 dollars (\$10.00), and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto over the whole of the Easement as shown in Exhibit "A", the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of above ground or underground water, wastewater and reclaimed water facilities, including the right to reconstruct, improve, add to, change the size or remove above ground or underground water, wastewater and reclaimed water mains, lines, services, meter boxes (including valves), fittings, hydrants and appurtenances, and all sewer force mains, gravity lines, manholes, laterals (including valves), lift stations, and related facilities and the right to attach water, sewer, or reclaimed water mains, lines and related facilities to serve any other person, partnership, corporation, other legal entity over, in, through and under the following described real property ("Easement Area"):

See Legal Description Attached as Exhibit "A"

And in areas where Grantee does not use the surface of the Easement Area, the said Grantor retains, reserves and shall continue to enjoy the use of the surface of the above described Easement Area for any and all purposes which do not interfere with Grantee's present or future use of the subject Easement, including the right to grant easements for the furnishing of utility services other than potable or

reclaimed water service or wastewater service. Provided, however, that Grantor shall not construct any form of structure over the Easement Area except standard paved or concrete driveways, streets or sidewalks. Also provided that every grant of easements to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace, adjust, alter or change any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein. Should Grantor, its successors or assigns change the grade above Grantee's installed facilities, or perform any construction on the surface of the Easement Area which is permitted hereunder, which change in grade and or construction requires the lowering, relocation and/or protection of Grantee's installed facilities, (such protection to include but not be limited to the construction of a vault to protect the pipes) such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns. Also provided that Grantor shall maintain the easement surface such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

Notwithstanding anything herein, set forth to the contrary, Grantee accepts and approves any and all improvements or structures in place within the Easement Area as of the date of the execution of this Grant of Easement. No structure or improvement to the property other than standard three (3) foot wide, non-ornamental sidewalks or non-ornamental asphalt driveways, shall be located within the subject Easement Area, including without limitation, prohibition of boundary walls, buildings, public roads or rights-of-way, structures, cement parking areas, sidewalks wider than three (3) feet, ornamental sidewalks, ornamental or cement driveways or walkways, any form of cement slabs, fences, any tree or other vegetation (other than grass sod). Provided further that, if at any time in the future any portion of any asphalt driveways or sodded areas shall be destroyed, removed, damaged or disturbed in any way by Grantee as a result of Grantee installing, excavating, repairing, maintaining, replacing, reconnecting or attaching any water or reclaimed water or sewer mains, lines or related facilities within the foregoing described Easement Area, Grantee's sole obligation to restore the surface of the Easement Area shall be limited to the replacement of dirt (to previous grade), sod, repair or replacement of asphalt pavement or standard, non-ornamental sidewalk located in the said Easement Area which may have been destroyed, removed, or damaged. Should the Grantee damage or destroy any improvements existing within the Easement Area as of the date of execution of the Grant of Easement, the Grantee agrees to replace such improvements to their former existing condition.

Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warrant and forever defend the above described Easement and the rights herein conferred against any person or legal entity whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized and proper offices, under authority duly vested in them by said corporation, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

WITNESSES:

[Signature]
Sign Name

Stephanie M Kelley
Type or Print Name

[Signature]
Sign Name

Stephanie Gibson
Type or Print Name

PARADISE LAKES, INC.

By: [Signature]
Joseph T. Lettelleir, President

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 23rd day of December 2004, by Joseph T. Lettelleir as GRANTOR for the LEASE on behalf of Paradise Lakes Inc. He/she is personally known OR Produced Identification . Type of Identification Produced: _____

Signature of Notary: [Signature]
Stephanie Anne Frost Gibson
Printed or stamped name of Notary

MY COMMISSION EXPIRES:



15.0' Utility Easement:

Job Number: 0704-015

The East 15.00 feet of the following described parcel:
A parcel of land lying in Section 36, Township 26 South, Range 18 East, Pasco County, Florida being more particularly described as follows:

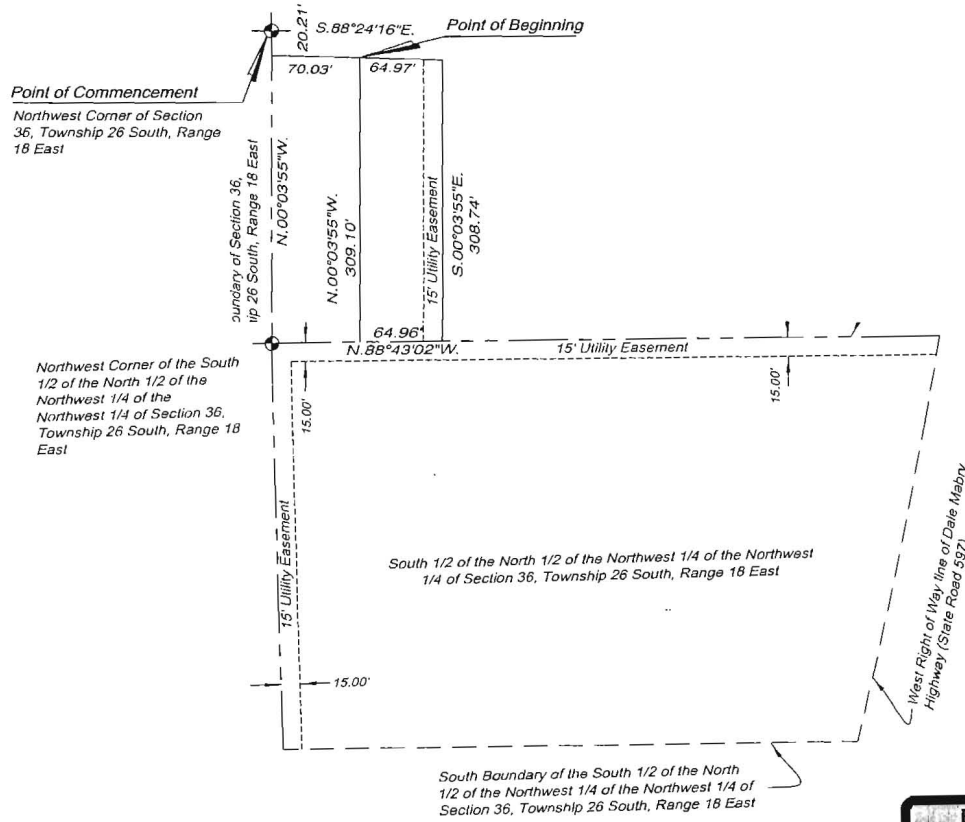
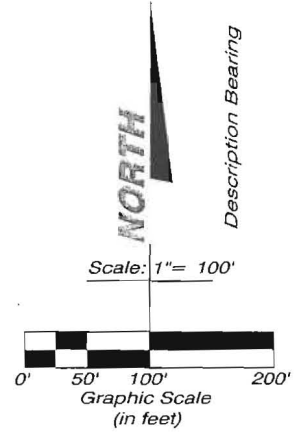
Commencing at the Northwest corner of Section 36, Township 26 South, Range 18 East; thence along the West Boundary of said Section 36, South 00°03'55" East, 20.21 feet; thence departing said West boundary, South 88°24'16" East, 70.03 feet to the POINT OF BEGINNING; thence continuing South 88°24'16" East, 65.03 feet; thence South 00°03'55" East, 308.74 feet, to a point on the North Boundary of the South 1/2 of North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 36; thence along the said North Boundary North 88°43'02" West, 64.96 feet; thence departing said North Boundary, North 00°03'55" West, 309.10 feet to the POINT OF BEGINNING.

AND

The North 15.00 feet of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 26 South, Range 18 East, Pasco County Florida, lying West of the Westerly right-of-way line of State Road 587 which right-of-way line is more particularly described in instrument recorded in Official Records Book -49, Page 57 of the Public Records of Pasco County, Florida.

AND

The West 15.00 feet of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 26 South, Range 18 East, Pasco County Florida, Less the North 15.00 feet thereof.



**Dale Mabry Highway
(State Road 587)**



The survey depicted here is not covered by professional liability insurance.

CERTIFIED TO: Paradise Lakes Utility, LLC

Subdivision: --			
Section: 35	Township: 26	Range: 18	Plat Book: -- Page: --
Last Date of Field Survey: N/A			
Party Chief: NA	Drawn By: WEF	Checked By: WKM	
Revision	Date	By:	

MAP OF SKETCH and DESCRIPTION SURVEY

12-15-04
Date of Signature

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor & Mapper.

MORRIS SURVEYING, INC.

License Business Number 5051

24812 State Road 54
Lutz, Florida # 33559
Phone No. (813) 949-3636
Fax No. (813) 909-1728
Kmorris@morrisurveying.com

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