

# LAKE SIDE WATERWORKS, INC.

COMMISSION  
CLERK

13 FEB 18 PM 3:18

RECEIVED-FPSC

CH# 1071

\$ 750.00

2-15-13

RT

DATE RECEIVED

FEB 19 2013 3 06

February 15, 2013

Office of Commission Clerk  
Ms. Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 120317-WS – Application for approval to transfer water and wastewater Certificate Nos. 567-w and 494-S in Lake County – response to FPSC letter dated January 18, 2013**

This letter will serve as our response to items addressed in your letter dated January 18, 2013 concerning information requested in our Application for approval:

1. Parties to Notify: All parties were notified in accordance with Rule 24-30.030(1). In preparation of our Application the last three pages of the list provided by the Commission was mistakenly left out of the filing.
2. Included along with this letter is our additional \$750.00.
3. There is no request for additional service territory. Lakeside's application is for transfer of existing territory served by Shangri-la- By-The Lake.
4. Customer deposits were transferred from Shangri-la-By-The Lake to Lakeside and have been credited to customer accounts. There were no guaranteed revenue contracts, developer agreements, or customer advances. Lakeside provided a copy of a lease and no other leases are involved.
5. Lakeside is working with Shangri-la-By-The Lake and their accountant to acquire the adjustments requested.
6. The seller in good faith will work with Lakeside regarding the books and records.

FPSC

DOCUMENT NUMBER-DAT

4939 Cross Bayou Blvd. New Port Richey, FL 34652 - Tel: (866) 753-8292 Fax: (727) 848-7000 00885 FEB 18 2013

FPSC-COMMISSION CLERK

# LAKESIDE WATERWORKS, INC.

7. Enclosed is a copy of the Assignment of Easements which incorporates the land upon which the water treatment plant resides.

**Additional Information:** Affidavit – in compliance with Rule 25-30.030(6), F.A.C. As can be seen within the docket, there was a cover letter stating attached was the affidavits for both Exhibits L and M. The Affidavit was inadvertently left out as with the items addressed above in item 1. Attached is the affidavit.

Respectfully,



Gary Deremer, President  
Lakeside Waterworks, Inc.  
4939 Cross Bayou Blvd.  
New Port Richey, FL 3465

52,577

INSTRUMENT #2012123850  
OR BK 4243 PG 1860 - 1865 (6 PGS)  
DATE: 11/27/2012 10:44:50 AM  
NEIL KELLY, CLERK OF THE CIRCUIT COURT  
LAKE COUNTY  
RECORDING FEES \$52.50

Prepared by and return to:  
Martin S. Friedman, Esq.  
Sundstrom, Friedman & Fumero, LLP  
766 N. Sun Drive, Suite 4030  
Lake Mary, Florida 32746

THOMAS & COOK, P.A.  
2710 RIDGE ROAD  
LAKE MARY, FL 32746



**ASSIGNMENT OF EASEMENTS**

**THIS ASSIGNMENT OF EASEMENTS** (this "Assignment") is made as of the 16<sup>th</sup> day of November, 2012, by **SHANGRI-LA BY THE LAKE UTILITIES, INC.**, a Florida corporation, ("Assignor") to **LAKESIDE WATERWORKS, INC.**, Florida corporation ("Assignee"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain Asset Purchase Agreement dated October 18, 2012, (the "Purchase Agreement").

**WHEREAS**, among the Assets owned by Assignor and intended to be conveyed to Assignee, in accordance with the Purchase Agreement, are the rights of Assignor under all easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Assignor for the construction, operation and maintenance of the Utility System, as described and set forth in the Purchase Agreement (the "Easements"); and

**WHEREAS**, Assignor has agreed to transfer to Assignee any and all of the rights, title and interest of Assignor as grantee under the Easements, including, but not limited to, those certain Easements described in Exhibit "A" attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations and agreements contained herein, together for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, canals, streets, and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the Utility System or the Assets; provided however that, other than as contained in the Purchase Agreement, Assignor makes no representation or warranty herein regarding the Easements.

2. Assignee hereby accepts the transfer and assignment of the Easements as set forth in Paragraph 1 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Easements which accrue thereunder from and after the date hereof. As of the date of this Assignment, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Easements shall cease and terminate. Assignor shall have no

liability or obligation with respect to the Easements after the date hereof, other than those which accrued prior to the date hereof.

3. The parties covenant and agree for themselves and their successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

4. This Assignment shall inure to the benefit of Assignee, its successors and permitted assigns, and shall bind Assignor and its successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

7. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

Executed as of the day and year first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

WITNESSED:

SHANGRI-LA BY THE LAKE UTILITIES, INC. a Florida corporation

Lorne McDaniel  
Print Name: LORNE MCDANIEL

By: Jay E. Werner  
Jay E. Werner, President

Lindsay Tilley  
Print Name: Lindsay Tilley

STATE OF ILLINOIS

COUNTY OF Ogle

This instrument was acknowledged before me this 15<sup>th</sup> day of November, 2012, by Jay E. Werner, as President of Shangri-La By The Lake Utilities, Inc., a Florida corporation, on its behalf.



Marty Grant  
Notary Public  
Marty Grant  
(Print, Type or Stamp Commissioned Name)

Personally Known **OR** Produced Identification  
Type of Identification Produced Drivers License

WITNESSED:

LAKESIDE WATERWORKS, INC., a  
Florida corporation

Carolyn Bailey  
Print Name: CAROLYN BAILEY

By: [Signature]  
Gary A. Deremer, President

Patricia Coffey  
Print Name: PATRICIA COFFEY

STATE OF FLORIDA

COUNTY OF Pasco

This instrument was acknowledged before me this 16 day of November, 2012, by Gary A. Deremer, President of Harbor Waterworks, Inc.. on its behalf.

Carolyn Bailey  
Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_



## Exhibit A

### Parcel 1:

Shangri-La by the Lake Mobile Home Park; an island in Government Lots 9 and 13, Section 6, Township 19 South, Range 26 East, Lake County, Florida, lying South, East, and North of the following described centerline of a canal easement recorded in Official Records Book 411, Page 996, Public Records of Lake County, Florida, and West of Lake Eustis; said centerline being described as follows: From the Northeast corner of said Government Lot 9, (Government Lot 9 is cited incorrectly in Official Records Book 411, Page 996, Point of Commencement should be the Southeast corner of Government Lot 8), run South  $00^{\circ}30'50''$  West along the East line of Government Lot 9 (This line is cited incorrectly in Official Records Book 411, Page 996), a distance of 325.00 feet to the point of beginning of the following described canal centerline; thence West, a distance of 995.45 feet to the point of curvature of a curve concave Southeasterly and having a radius of 100.00 feet; run thence Westerly and Southerly along the arc of said curve, through a central angle of  $90^{\circ}30'30''$  (Central angle calculates  $89^{\circ}29'10''$ ) a distance of 157.98 feet, (Arc distance calculates 156.18 feet) to the point of tangency of said curve; run thence South  $00^{\circ}30'50''$  West, a distance of 434.74 feet, to the point of curvature of a curve concave Northeasterly and having a radius of 100.00 feet; run thence Southerly and Easterly along the arc of said curve, through a central angle of  $89^{\circ}29'10''$  (Central angle calculates  $90^{\circ}30'50''$ ) a distance of 156.18 feet, (Arc distance calculates 157.98 feet) to the point of tangency of said curve; run thence East to the East line of said Government Lot 9, thence continue East 650.00 feet, more or less, to the waters of Lake Eustis, return to the point of beginning and run East through said Government Lot 13, a distance of 1250.00 feet, more or less, to the waters of the aforesaid Lake Eustis and end of this centerline description.

### Parcel 2:

The South 685.00 feet of the East 380.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 19 South, Range 25 East, Lake County, Florida, Less the East 50.00 feet and Less the South 25.00 feet thereof.

### Parcel 3:

From the Northwest corner of Government Lot 9, Section 6, Township 19 South, Range 26 East, Lake County, Florida, run North  $89^{\circ}59'40''$  East, along the North line of said Government Lot 9, a distance of 1542.48 feet, more or less, to intersect the alignment of the Easterly right of way of Harbor Shores Road (CR5-5942), as described in Official Records Book 43, Page 632, Public Records of Lake County, Florida; run thence South  $00^{\circ}28'58''$  West, along the aforesaid right of way alignment, a distance of 33.00 feet, to the South right of way of Harbor Shores Road, as described in the aforesaid Official Records Book 43, Page 632, and the point of beginning of the following described parcel of land; from said point of beginning continue South  $00^{\circ}28'58''$  West, a distance of 138.00 feet; run thence North  $89^{\circ}31'02''$  West, a distance of 58.00 feet; run thence South  $00^{\circ}28'58''$  West, a distance of 136.00 feet, more or less, to the North side of a canal and a point hereby designated as Point "A"; begin again at the point of beginning and run North  $89^{\circ}59'40''$  East, along the aforesaid South right of way, a distance of 177.17 feet, to intersect a line, which is 100.00 feet Easterly, when measured perpendicularly to an existing 6 inch well; run thence South  $00^{\circ}28'58''$  West, a distance of 272.00 feet, more or less, to the North side of the aforesaid canal; run thence Westerly along the North side of the canal a distance of 235.17 feet, more or less to the aforesaid Point "A" and end of this description.

## **Exhibit A**

**(Continued)**

**Parcel 4:**

Real property in Government Lot 9, Section 6, Township 19 South, Range 26 East, Lake County, Florida, described as follows: From the Northwest corner of Government Lot 9, Section 6, Township 19 South, Range 26 East, Lake County, Florida, run North 89°59'40" East, along the North line of said Government Lot 9, a distance of 1484.48 feet, to a point that is North 89°59'40" East, and 8.00 feet from the Southeast corner of Government Lot 8, Section 6, Township 19 South, Range 26 East, run thence South 00°28'58" West, a distance of 325.00 feet to the centerline of canal, and point of beginning of the following described easement; from said point of beginning, run East, along said canal centerline, a distance of 58.00 feet; run thence North 00°28'58" East, a distance of 18.87 feet, to the North edge of said canal and the South side of the aforescribed Parcel 3; thence Westery, along the North side of said canal and South side of Parcel 3, a distance of 58.00 feet; run thence South 00°28'58" West, a distance of 18.49 feet to the point of beginning and end of this description.

Together with rights and interest created by those certain Easement Agreements recorded in Official Records Book 1189, Page 1653, Official Records Book 1189, Page 1659, Official Records Book 1189, Page 1665, Official Records Book 1189, Page 1671, Official Records Book 1516, Page 1893, and Official Records Book 1516, Page 1898, all being recorded in the Public Records of Lake County, Florida.

**Parcel Identification Number: 06-19-26-0003-000-03300 & 01-19-25-0004-000-03101**



**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS** that **SHANGRI-LA BY THE LAKE UTILITIES, INC.**, a Florida corporation ("Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by **LAKESIDE WATERWORKS, INC.**, a Florida corporation ("Purchaser"), the receipt of which is hereby acknowledged pursuant to the Asset Purchase Agreement between the parties, dated October 18, 2012 (the "Purchase Agreement"), hereby grant, sell, assign, and convey to Purchaser all of Seller's right, title, and interest in and to all of the personal property, both tangible and intangible, of the Assets, as such term is defined in the Purchase Agreement including, but not limited to, the following:

(a) All water supply, treatment, storage, distribution, and transmission facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, together with all additions or replacements thereto;

(b) The following, but only to the extent that Seller's right, title, or interest is transferable: all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain, and operate the Utility System and its plants and systems for the collection and disposal of wastewater, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Certificates");

(c) All supplier lists, customer records, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Utility System in Seller's possession, including rights of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form;

(d) All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias, or other reproducible materials in Seller's possession, including rights of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form;

(e) All rights of Seller under any Developer Agreements which are assumed by Purchaser pursuant to the Purchase Agreement;

(f) All rights and obligations of Seller under the Contracts and Leases which are assumed by Purchaser pursuant to the Purchase Agreement;

Notwithstanding the foregoing, Seller does not hereby convey to Purchaser those certain Excluded Assets, as such term is defined and described in the Purchase Agreement.

W. J. COOK, P.A.  
7510 RIDGE ROAD  
FOUNTAIN HILLS, FL 34603

R: RETURN E

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests, or encumbrances.

All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement. The terms and conditions contained in the Purchase Agreement are incorporated herein by reference.

SELLER MAKES NO REPRESENTATION AS TO THE CONDITION OF THE ASSETS. PURCHASER ACKNOWLEDGES THAT IT IS ACQUIRING THE ASSETS "AS-IS".

IN WITNESS WHEREOF, this instrument shall be effective as of the 16<sup>th</sup> day of November, 2012.

WITNESSED:

SHANGRI-LA BY THE LAKE UTILITIES, INC.

Laura Werner  
Print Name: Laura Werner

By: Jay E. Werner  
Jay E. Werner, President

Sandra Schnulle  
Print Name: Sandra Schnulle

STATE OF ILLINOIS

COUNTY OF Ogle

This instrument was acknowledged before me this 19<sup>th</sup> day of November, 2012, by Jay E. Werner as president of Shangri-La By The Lake Utilities, Inc., a Florida corporation, on its behalf.



Marty Grant  
Notary Public  
Marty Grant  
(Print, Type or Stamp Commissioned Name)

Personally Known OR  Produced Identification  
Type of Identification Produced Driver License

WITNESSED:

Carolyn Bailey  
Print Name: CAROLYN BAILEY

Patricia Goffman  
Print Name: PATRICIA GOFFMAN

LAKESIDE WATERWORKS, INC.,

By: Gary A. Deremer, President

STATE OF FLORIDA

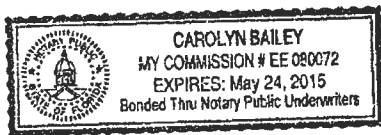
COUNTY OF Pasco

This instrument was acknowledged before me this 16 day of November, 2012, by Gary A. Deremer as President of Lakeside Waterworks, Inc., on its behalf.

Carolyn Bailey  
Notary Public State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Lakeside Waterworks, Inc.'s Application )  
for Approval of Transfer of Shangri-La By The )  
Lake Utilities, Inc. Water and Wastewater System )  
in Lake, Florida. )  
\_\_\_\_\_ )

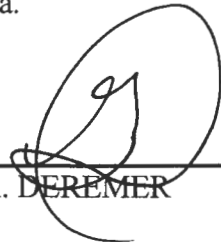
Docket No. \_\_\_\_\_  
Filed: December 21, 2012

**AFFIDAVIT**

STATE OF FLORIDA:  
COUNTY OF PASCO:

BEFORE ME, the undersigned authority, personally appeared Gary Deremer, who after being duly sworn, deposes and says:

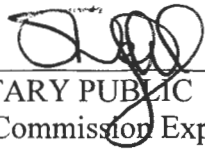
- 1. That I, Gary A. Deremer, am the President and Chief Operating Officer of Lakeside Waterworks, Inc.
- 2. That I hereby affirm that the that on December 20, 2012 mailed the Transfer Notice to the customers of Shangri-La by the Lake Utilities in Lake County, FL. In accordance with Rule 25-30.030 (6) in Lakeside Waterworks, Inc.'s Application for Approval of Transfer, Application for Transfer of Shangri-La By The Lake Utilities, Inc. Water and Wastewater System in Lake County, Florida.
- 3. Further, Affiant sayeth not.

  
\_\_\_\_\_  
GARY A. DEREMER

STATE OF FLORIDA:  
COUNTY OF PASCO:

Subscribed and sworn to before me this 20th day of December, 2012, by Gary A. Deremer, who is personally known to me.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

COMMISSIONERS:  
RONALD A. BRISÉ, CHAIRMAN  
LISA POLAK EDGAR  
ART GRAHAM  
EDUARDO E. BALBIS  
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF  
ACCOUNTING AND FINANCE  
MARSHALL WILLIS  
DIRECTOR  
(850) 413-6900

## Public Service Commission

January 18, 2013

Mr. Gary Deremer  
Lakeside Waterworks, Inc.  
5320 Captains Court  
New Port Richey, Florida 34652

**Re: Docket No. 120317-WS – Application for approval to transfer water and wastewater Certificate Nos. 567-W and 494-S in Lake County from Shangri-La by the Lake Utilities, Inc. to Lakeside Waterworks, Inc.**

Dear Mr. Deremer:

The above-referenced application for Shangri-La by the Lake Utilities, Inc. (Shangri-La or Utility) has been received and reviewed by my staff. Please complete the following deficiencies and provide the requested additional information to clarify the application.

### Deficiencies

1. **Parties to Notify.** The cover letter to Exhibit L states that a copy of the notice and the list of entities in receipt of the notice was attached to the affidavit. However, the list of entities submitted as part of Exhibit L only contains the first two pages of the five-page list provided by the Commission. Please notify all parties on pages three through five of the attached document, as required by Rule 25-30.030(1), Florida Administrative Code (F.A.C.)
2. **Filing Fee.** The Utility did not remit the correct filing fee for the application to transfer pursuant to Rule 25-30.030(2)(c), F.A.C. According to the Utility's 2011 Annual Report, Shangri-La has the capacity to serve 381 water ERCs and 1063 wastewater ERCs. As such, the appropriate filing fee is: Water, up to 500 ERCs: \$750; Wastewater, 501 to 2,000 ERCs: \$1,500; for a total filing fee of \$2,250. The Commission has received Shangri-La's filing fee of \$1,500; therefore, please remit the remaining balance of \$750.
3. **Tariffs.** Rule 25-30.036(3)(o), F.A.C., Application for Amendment to Certificate of Authorization, requires the application to contain the original and two copies of sample tariff sheets reflecting the additional service area. Shangri-La's application did not specifically state that the amended service area would include additional territory. Please provide a statement clarifying the Utility's intent with respect to its Application for

Amendment of Certificate. If applicable, please provide two copies of sample tariff sheets reflecting the additional service area.

4. **Contract for Sale.** Rule 25-30.037(2)(h)(1,2,3,4, and 6), F.A.C., Application for the Authority to Transfer, requires that the contract for sale include the disposition of customer deposits, any guaranteed revenue contracts, developer agreements, customer advances, and leases. Please provide an explanation for the above-mentioned items.
5. **Net Book Value.** Rule 25-30.037(2)(l), F.A.C., Application for the Authority to Transfer, requires the proposed net book value of the system as of the date of the proposed transfer. Staff notes that by Order No. PSC-96-0062-FOF-WS, the Commission established rate base of \$62,185 for water and \$84,367 for wastewater. Please identify all adjustments made to rate base subsequent to Order No. PSC-96-0062-FOF-WS.
6. **Books and Records.** Rule 25-30.037(2)(n), F.A.C., Application for the Authority to Transfer, states, 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/or detailed steps taken to obtain the books and records. Please provide a statement that the buyer has obtained the books and records. If the buyer has not obtained the books and records, please provide a statement that a good faith, extensive effort has been made to obtain the books and records and the detailed steps taken to obtain the books and records.
7. **Land Ownership.** Rule 25-30.037(2)(q), F.A.C., Application for the Authority to Transfer, requires evidence that the utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the land, such as a 99-year lease. Staff has received a copy of the lease for land associated with the wastewater treatment facilities. Please submit a copy of the lease or proof of ownership of the land where the water treatment facilities are located.

Additional Information

1. **Affidavit.** There was no affidavit stating that a copy of the transfer notice was sent to the customers as required by Rule 25-30.030(6), F.A.C. Please provide all customers with a copy of the transfer notice, and submit an affidavit attesting to this notification.

The original and four copies of the response to the information requested in this letter should be filed with the Commission on or before February 18, 2013. As noted above, only the original and two copies of the tariff are required. When filing the response, please refer to Docket Number 120317-WS, and direct the response to:

Mr. Gary Deremer, President

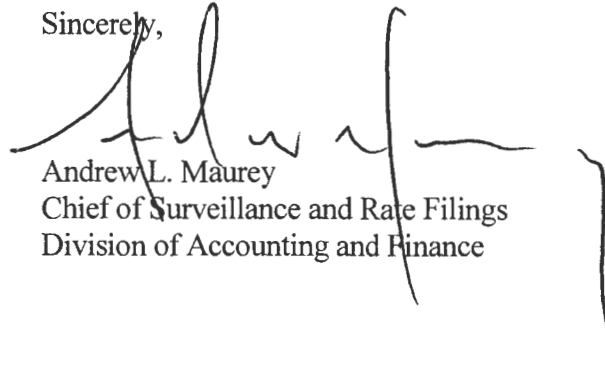
Page 3

January 18, 2013

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

Should you have any questions concerning the information in this letter, please contact Martha Barrera at (850) 413-6212 for legal questions, Melinda Watts at (850) 413-6952 for engineering questions, or Avy Smith at (850) 413-6425 for all other questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew L. Maurey". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew L. Maurey  
Chief of Surveillance and Rate Filings  
Division of Accounting and Finance

ALM/as

cc: Division of Accounting and Finance (Fletcher)  
Division of Engineering (Ballinger, Watts)  
Office of Auditing and Performance Analysis (Daniel)  
Office of the General Counsel (Barrera)  
Office of Commission Clerk (Docket No. 120317-WS)

Attachment



From: (727) 848-8292  
Shannon Wolge  
US Water Services Corp  
4839 Cross Bayou Boulevard  
New Port Richey, FL 34652

Origin ID: CLWA



Ship Date: 15FEB13  
ActWgt: 1.0 LB  
CAD: 4513064/INET3370

Delivery Address Bar Code



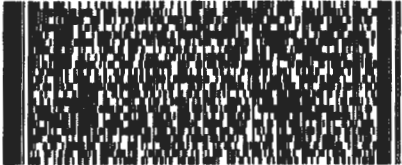
SHIP TO: (850) 413-6770  
**Ann Cole**  
**Florida Public Service Commission**  
**2540 SHUMARD OAK BLVD**  
**TALLAHASSEE, FL 32399**

BILL SENDER

Ref # C Smith  
Invoice #  
PO #  
Dept #

**MON - 18 FEB A2**  
**STANDARD OVERNIGHT**

TRK# 7947 5166 7282  
8291



**XH TLHA**

**32399**  
FL-US  
TLH



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.