

830

Tamiami Village Water Company, Inc.  
C/O John J. Ustica  
13281 McGregor Blvd.  
Ft. Myers, Florida 33919  
(813) 489-3933

April 26, 1995

ORIGINAL  
FILE COPY

Director, Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0870

RE: Docket No. 950015-WU

Dear Director:

Enclosed please find one original and fifteen copies of the  
Company's Prefiled Testimony and exhibits for referenced Docket No.

Thank you for your assistance in this matter.

Very truly yours,

John J. Ustica, President  
Tamiami Village Water Company, Inc.

ACK ✓  
AFA Welch  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG 1  
LIN 3 + my  
OPC \_\_\_\_\_  
RCH \_\_\_\_\_  
SEC 1  
WAS Tomlinson  
OTR \_\_\_\_\_

RECEIVED & FILED  
MAY 1 1995  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
04243 MAY-1 95  
FPSC-RECORDS/REPORTING

1. BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2. DOCKET NO. 950015-WU

3. TAMAMI VILLAGE WATER COMPANY, INC.

4. PREFILED DIRECT TESTIMONY OF JOHN J. USTICA

5. Q. Please state your name and business address.

6. A. My name is John J. Ustica and my business address is 13281 McGregor Blvd., Ft.

7. Myers, Fl.

8. Q. How are you employed by the utility?

9. A. I am President and Utility Director.

10. Q. Please tell us about your experience in the utility industry.

11. A. Exhibits JJU-1, JJU-2, and JJU-3 attached outline my experience.

12. Q. How will Tamiami Village Water Company, Inc. purchase the utility?

13. A. Tamiami Village Water Company, Inc. will purchase the utility for cash. There will be no  
14. financing. Exhibits JJU-1, JJU-2, and JJU-3 attached outline this transaction.

15. Q. Will Tamiami Village Water Company, Inc. fulfill the commitments, obligations, and  
16. representations of the sellers with regard to utility matters?

17. A. Yes, the utility understands and accepts its responsibilities in connection with this sale.

18. Q. Please state the name and address of the seller.

19. A. Tamiami Village Utility Inc. P. O. Box 4458, North Ft. Myers, Fl. 33918-4458.

20. Q. Please state the name and address of the buyer.

21. A. Tamiami Village Water Company, Inc., 13281 McGregor Blvd., Ft. Myers, Fl. 33919.

22. Q. What is the nature of the business organization?

23. A. Tamiami Village Water Company, Inc. is a corporation.

24. Q. What are the names and addresses of all the corporate officers, directors, partners, or any  
25. other person who will own an interest in the utility?

1. A. John J. Ustica, 13281 McGregor Blvd., Ft. Myers, Fl. is the President
2. and Director. Kathryn J. Ustica of Ft. Myers, Fl. owns 100% of the stock.
3. Q. What is the date and state of incorporation?
4. A. Tamiami Village Water Company, Inc. was incorporated on 11/29/94 in the
5. State of Florida
6. Q. What other water or wastewater utility does the buyer own?
7. A. The buyer owns no other water or wastewater utility.
8. Q. Please state if there is any entity upon which the applicant is relying to provide funding to
9. the buyer.
10. A. There are no entities providing funding to the buyer.
11. Q. What is the proposed net book value of the system as of the date of proposed transfer?
12. A. Exhibit JJU-1 outlines the book value.
13. Q. Do you know if the books and records of the seller were made available for inspection by
14. the commission.
15. A. Yes, to the best of my knowledge the seller has provided Kathy Welch of the Florida
16. Public Service Commission staff all the necessary information.

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
PURSUANT TO SECTION 367.071, FLORIDA STATUTES

TO: Director, Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale, assignment or transfer of (all) ~~or (part)~~ of Water Certificate No. 388-W and/or Sewer Certificate No. \_\_\_\_\_ or facilities in LEE County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

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

Tamiami Village Utility, Inc. (813) 656-0002

Name of seller Phone No.

P.O. Box 4458

Office street address

North Ft. Myers, Fl 33918-4458

City State Zip Code

Mailing address if different from above

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

Tamiami Village Water Company, Inc. (813) 489-3933

Name of buyer Phone No.

C/O John J. Ustica  
13281 McGregor Blvd.

Office street address

Ft. Myers, Fl 33919

City State Zip Code

Mailing address if different from above

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

John J. Ustica (013 ) 489-3933  
Name Phone No.

13281 McGregor Blvd.

Street address

Ft. Myers, FL

33919

City

State

Zip Code

- 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:

November 29, 1994

Florida

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

John J. Ustica, President & Chairman (no other officers or  
directors)

13281 McGregor Blvd.

Ft. Myers, Florida 33919

- 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 1 - 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.

None

---

---

---

---

- C) Exhibit 2 - 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:

- 1) Customer deposits and interest thereon;
- 2) Any guaranteed revenue contracts;
- 3) Developer agreements;
- 4) Customer advances;
- 5) Debt of the utility; and
- 6) Leases.

- D) Exhibit 3 - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit 4 - A statement describing the financing the purchase.
- F) Exhibit 5 - 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 6 - 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. PSC-92-0807-FOF-WS 08/11/92 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit 7 - 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:

Sarah Williett (813) 656-0002  
 Name Phone No.  
 P.O. Box 4458  
 Street address  
 North Ft. Myers, Florida 33918-4458  
 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 8 - 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 9 - 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) or, 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 10 - 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: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; 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, 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; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and 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 111 - 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 112 - 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:  
\$750.00 (one fee for water  
 and one 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 N/A - 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 *Packaged Separately* - 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.
- C) Exhibit *13* - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

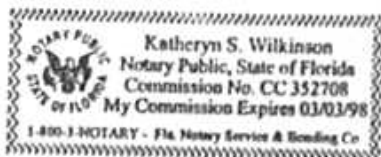
**PART VI AFFIDAVIT**

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

*John J. Ustica*  
(Applicant) *FL D.C. Disc.*

BY: John J. Ustica, President  
Name and Title\*

Subscribed and sworn to before me this 29th  
of December 1994.



*Kathryn S. Wilkinson*  
Notary Public

\*If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

Exhibit 1

Application for the Sale of Water Certificate No. 388-W

Tamiami Village Utility, Inc. is in the process of selling its wastewater certificate. The stockholders of Tamiami Village Utility have decided also to dispose of its water certificate. John J. Ustica, President of Tamiami Village Water Company, Inc. is familiar with the current operation of the facility and is a resident of Lee County. Mr. Ustica has been involved in wastewater and water operations for the past fifteen years. Mr. Ustica is a Certified Public Accountant serving as past external auditor of the Town Of Southeast and presently has clients in the water and wastewater utility business. Any additional information is available upon request.

Tamiami Village Water Company, Inc. will be capitalized by cash and will purchase the Utility in Cash with no financing. The company is in the process of obtaining bank relations which will include a line of credit for any emergency repairs.

Tamiami Village Water Company , Inc. states that it will fulfill the commitments, obligations and representations of the seller with regard to water utility matters.

TAMIAMI VILLAGE UTILITY, INC.  
P. O. BOX 4458  
N. FT. MYERS FL 33918-4458  
813-656-0002

December 21, 1994

John J. Ustica, President  
Tamiami Village Water Company, Inc.  
13281 McGregor Boulevard  
Fort Myers FL 33919

RE: Water Service Agreement; Supplemental Provisions

Dear Mr. Ustica:

This letter supplements and clarifies the Water Service Agreement executed December 8, 1994 by Tamiami Village Utility, Inc. and Tamiami Village Water Company, Inc. The following terms are incorporated by reference into the agreement:

1. Customer deposits - TVU will transfer to TVWC any customer initial deposits as evidenced by the books and records of TVU at the date of closing. Utility customers retain all rights to such balances.
2. Delinquent deposits - TVU will return to the proper customer any delinquent deposits prior to closing, consistent with TVU's existing tariff schedule.
3. Customer advances - TVU will transfer to TVWC any customer advance payments, as of the date of closing. Customers retain all rights to such advance payments.
4. Debts and liabilities - TVU will transfer no debts or liabilities to TVWC at the date of closing without the express consent of TVWC.

These supplemental terms will be subject to the approved tariff schedule under which TVU operates.

Sincerely,

Tamiami Village Utility, Inc.  
By: Edward Karmazyu  
Edward Karmazyu

## WATER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of November, 1994, by and between TAMIAMI VILLAGE UTILITY, INC., a Florida corporation, hereinafter referred to as "Owner," and TAMIAMI VILLAGE WATER COMPANY, a Florida corporation, hereinafter referred to as "Service Company."

WHEREAS, Owner owns and operates a water distribution system serving lands located in Lee County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Service Area," and the Service Area has been developed and is continuing to be developed and into a mobile home community, RV Park, and commercial establishments; and

WHEREAS, Owner holds Certificate No. 388-W granted by the Florida Public Service Commission (FPSC), and desires to cease providing water service to the Service Area and has requested Service Company provide such service for the Service Area; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Owner's existing Service Availability Policy, water service to the Service Area and thereafter operate applicable facilities so that the occupants of the improvements on the Service Area will receive an adequate level of water distribution service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Service Company hereby covenant and agree as follows:

1.0 The foregoing recitations are true and correct.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Contribution-in-aid-of-Construction (CIAC)" The sum of money and/or the value of property represented by cost of the water distribution system including water pipes and meters, which Owner transfers, or agrees to agree to transfer, to Service Company at no cost to Service Company to provide utility service to specified property.

- (b) "Consumer" - A person who receives water service from Owner
- (c) "Point of Delivery" - The point where the pipes of Service Company are connected with the pipes of the Consumer.
- (d) "Service Area" - The area or parcel of land described in Exhibit A, attached.
- (e) "Service" - The readiness and ability of Service Company to furnish and maintain water service to the Point of Delivery, according to applicable rules and regulations of regulatory agencies.

3.0 Water Distribution Facilities - Water distribution facilities shall include all water lines, pumps, valves, meters and other equipment located within the boundaries of the Service Area, and constructed for the purpose of providing service to the dwelling units and commercial establishments in the Service Area, and includes the parts, supplies, furniture, and equipment listed in Exhibit B, attached. Owner shall convey ownership of the water distribution facilities by bill of sale to Service Company with easements necessary for access, repair, and maintenance for Twenty Four Thousand Dollars (\$24,000.00), payable as follows: \$4,800 upon execution of this agreement and the remainder at the closing of this transaction, which shall occur as soon as reasonably possible following approval of this Agreement by the FPSC.

4.0 Agreement to Serve. Upon the satisfaction of the terms of this agreement, including approval by the FPSC, and final closing of the transaction, Service Company shall assume full responsibility for operation and management of the water distribution system within the Service Area. Service Company agrees that once it provides water service to the Service Area and Consumers or others who have connected to the system, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water service to the Service Area in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

4.1 Owner agrees to provide Service Company with a schematic diagram of utility water lines located within the Service Area described in Exhibit A.

5.0 Application for Service. Consumers shall not have the right to and shall not connect to the facilities of Service Company until formal written application has been made to Service Company in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

6.0 Exclusive Right to Provide Service. Owner shall not engage in the business or businesses of providing water service to the Service Area during the period of time Service Company, its successors and assigns, provide water service to the Service Area, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company so long as it is in material compliance with this Agreement shall have the sole and exclusive right and privilege to provide water service to the Service Area and to the occupants of such residence, building or unit constructed thereon. Service Company represents and warrants that it is now or will be duly licensed to provide water service to the Service Area, subject to FPSC approval, and that it will take all necessary steps in order to keep in good standing all permits necessary to carry out this Agreement.

7.0 Rates. Service Company agrees that the rates to be charged to Consumer shall be those set forth in the tariff of Service Company approved by the FPSC. However, notwithstanding any provisions in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Consumers located within the Service Area shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

7.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water service to the Service Area. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law.

7.2 Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon any Consumer of the water service provided to the Service Area by Service Company.

8.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Owner, Consumer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

9.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted to Owner at: Tamiami Village Utility, INC., P.O. Box 4458, North Fort Myers, FL 33918-4458; and if to the Service Company, at : Tamiami Village Water Company, Atten: John Ustica, 13281 McGregor Blvd., Fort Myers, FL 33919.

10.0 Laws of Florida. This Agreement shall be governed by the laws of Florida, and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

11.0 Costs and Attorney's Fees. In the event Owner or Service Company is required to enforce this Agreement, by instituting suit or otherwise, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees for administrative proceedings, trials and appeals.

12.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party, including but not limited to Act of God; national emergency, rationing or other governmental restriction; windstorm, hurricane, sinkhole or disaster or catastrophe; unforeseeable failure or breakdown of pumping transmission; or restrictions, regulations, or actions of any governmental authority, said party shall not be liable for such non-performance, so long as said party uses its best efforts to perform in the event of said disaster.

13.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses, including attorney's fees, to which the party may become subject by reason of or arising out of the other party's performance of this Agreement.

13.1 Parties further agree that in respect to any present or future lawsuits against Owner, whereby Service Company may incur liability as a result of this sale or be subject to lien or attachment of assets, Owner agrees to indemnify Service Company for all losses incurred, costs, attorney's fees, and costs of bonds, if required.

#### Miscellaneous Provisions

14.0 This Agreement supercedes all previous agreements or representations, either oral or written, heretofore in effect between Owner and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Owner and Service Company.

15.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.



16.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions.

17.0 Service Company shall at all reasonable times and hours, and upon reasonable notice to Owner, have the right to inspect water distribution facilities covered by this Agreement.

18.0 This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company, This agreement shall survive the sale of Service Company to any party.

19.0 The parties recognize that prior to the time Service Company may actually carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities. The Service Company agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

19.1 Service Company, at its sole cost and expense, shall make the necessary filings with the Florida Public Service Commission to implement this Agreement. If this Agreement is not approved by the FPSC without material modification, the Service Company or Owner may cancel this Agreement upon written notice to the other party.

19.2 Owner shall provide to Service Company its original cost of water service capital assets, the accumulated depreciation, and any applicable CIAC.

19.3 Service Company shall provide to whatever company or other entity that is responsible for providing wastewater services to the Service Area water meter readings within a reasonable time after such data is available and on such reasonable terms regarding cost and format.

IN WITNESS WHEREOF, Owner and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

TAMIAMI VILLAGE UTILITY, INC.

Thomas F. French  
Print Name Thomas F. French

By Edward Karmayyn  
Print Name EDWARD KARMARYN  
Title President

Edmer Willett  
Print Name EDMER WILLETT

TAMIAMI WATER COMPANY

Edmer Willett  
Print Name EDMER WILLETT

By John J. Ustica  
Print Name JOHN J. USTICA  
Title PRESIDENT

Thomas F. French  
Print Name THOMAS F. FRENCH

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of December, 1994, by EDWARD KARMAZYN, as President, on behalf of Tamiami Village Utility, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.



SANFORD M MARTIN  
My Commission CC415621  
Expires Oct. 23, 1998  
Bonded by HAI  
900-422-1555

Sanford M. Martin  
Notary Public - Florida

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of December, 1994, by JOHN J. USTICA, as President of Tamiami Village Water Company. He is personally known to me or has produced \_\_\_\_\_ as identification.



SANFORD M MARTIN  
My Commission CC415621  
Expires Oct. 23, 1998  
Bonded by HAI  
900-422-1555

Sanford M. Martin  
Notary Public - Florida

15

15

LEGAL DESCRIPTION

Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEASURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1937.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 89 degrees 33 minutes 50 seconds East for 575.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 26 minutes 10 seconds East for 209.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.

Subject to easements, restrictions and reservations of record.

Bearings based upon Plat of TAMiami VILLAGE, Unit 1, Plat Book 33, page 100, of the Public Records of Lee County, Florida.

ADDITIONAL LEGAL DESCRIPTIONS FOLLOW.....

SUN BANK/S.W. FLORIDA, N.A.  
LITTLETON ROAD BRANCH  
IN SOUTHWEST 1/4, SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

Description

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING.

Thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°56'20"W. along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5829.58 feet, Delta Angle 01°05'08"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N.89°53'40"W. along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.

TAMIAMI PLAZA  
IN SOUTHWEST 1/4, SECTION 27-43-24  
LEE COUNTY, FLORIDA

Description

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of Said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from

continued on next page.....

center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING.

Thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.89°53'40"E. along the Southerly line of an 80.00 feet wide parcel II land as recorded in O.R.B. 1687, page 1106 for 291.50 feet; thence S.05°56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.08 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

EXHIBIT "A", page 3 of 3

WATER PARTS INVENTORYSEPTEMBER 27, 19943/4"

Coupling	19
Female Adapter	10
90°	35
Male Adapter	7
45°	22
90° Female Adapter	11
Plug	48
T's	20
Compression Coupling	7
Ball Cock PVC Valve	6

1/2"

90°	11
Coupling	18
T's	19
45°	6
Male Adapter	18

Reducer 1" to 3/4" Adapter	6
Reducer 1-1/4" to 1"	1
90° 1" x 3/4"	7
3" PVC	10 Ft.
4" PVC	30 Ft.
6" PVC	16 Ft.
10 Ft. Length 3/4	28
2" PVC	20 Ft.
1" Black Flexible Pipe	25 Ft.
1-1/4" Black Flexible Pipe	6 Ft.
1-1/2" Plastic Union	5

WATER PARTS INVENTORY

SEPTEMBER 27, 1994

<u>1"</u>	
1" Coupling	4
1" T	4
End Cap	11
90°	5
Plugs	28

<u>1-1/4"</u>	
T's	8
Cap	8
Female Adapter	10
Coupling	8
45°	8
Male Adapter	4

<u>1-1/2" PVC SCHEDULE 40</u>	
90°	2
Female Adapter	9
45°	6

<u>2" PVC SCHEDULE 40</u>	
Compression Fitting	8
90° L	9
90° 2 x 2 Female Adapter	4
45°	14
Female Adapter	7
90° Male Adapter	7
T's 2 x 3/4	2
T's 2 x 1-1/2	4
T's 2 x 2	3
Reducer 2 x 3/4	1
Reducer 2 x 1	1
Coupling	1
End Cap	1

WATER PARTS INVENTORY

SEPTEMBER 27, 1994

3" PVC SCHEDULE 40

90° L	9
Reducer (3" to 2")	7
Female (3" to 2")	2
Male Adapter 3 x 3 x 2	2
Male Adapter	3
45°	2
90°	2
T's	6

4" PVC SCHEDULE 40

90° ELS	9
4" Compression Coupling	3
Coupling	12
Female Adapter	1
Male Adapter	8
Reducer (4" to 2-1/2")	6
Reducer (4" to 2")	5
Caps	1
T's	3
45° ELS	7
60° ELS	3

6" PVC SCHEDULE 40

T's	6
Reducer (6" to 4")	6
Compression Coupling	6
6" Coupling	4
6" Male Adapter	6



WATER PARTS INVENTORY  
SEPTEMBER 27, 1994

GRAY FITTING

3" Female Adapter	7
1/2" Female Adapter	12
1" 90°	8
T's 3/4 x 3/4 x 1	14
90° 1" x 3/4"	1
45°	13

BRONZE

4" Valve	1
3" Valve	4
1-1/4" Valve	2
1" Valve	3
Shut Off Valve	10
3/4" Gate Valves	9

MISCELLANEOUS

Plastic Valve 1-1/2" Gate	3
Meter Box	10
Meter Box Cover	9
2" Repair Valve	2
Water Meter 3/4 x 5/8	7
Water Meter 1-1/2"	1
Water Bibs (Faucet)	4

W. R - MISCELLANEOUS INVENT

SEPTEMBER 27, 1994

Barricade	4
Flashing Light	3
Square Shovels	2
Point Shovels	3
Pick Ax	1
Tamper	1
8" Expansion Plug	2
6" Expansion Plug	4
4" Compression Sleeve	5
6" Compression Sleeve	1
Cone	3
Pull Cart	1
Electric Generator	1
Briggs & Stratton Pump 3 H.P.	1
Light on Tri-Pode	1
Sump Pump SSM33A1	1
Meter Repair Keys	2
Blade Key	1
Fork Key	1
Square Spud Keys 2" x 2"	2
Steel Probe 4'	1
Meter Turn Off Key 2'	1
Nylon Strap Wrench	1
Chain Wrench 36"	1
Chain Wrench 18"	1
Meter Spreader	1
Basin Wrench	1
Stilson Wrenches 8" - 12" - 24"	3
Box of Water Meter & Pipe Tools	1
Hack Saws	2
Electric Cord 100'	1
Electric Cord 50'	1
Push Brooms	2
Pipe Locator	1
<del>Barricade</del>	

WATER - MISCELLANEOUS - OFFICE

SEPTEMBER 27, 1994

Computer Center	1
Desk	1
Desk with Extension	1
Secretary Chairs	3
Chair	1
File Cabinet - 4 Drawer Locking	1
Telephone - AT&T	1
Typewriter - Cannon MX350	1
Calculator Sharp EL 1197 IV	1

WATER - MISCELLANEOUS

SEPTEMBER 27, 1994

Malex Golf Cart	1
Harley-Davidson Battery Charger	1
Steel Shelf - 4'	1
Work Bench 8'	1
Vise 4'	1

I N V E N T O R Y  
S E P T E M B E R 2 7 , 1 9 9 4

H A R D W A R E

P.C. = INNOVATIVE TOWER  
MAIN PROCESSOR 80386  
NUMERIC PROCESSOR NONE  
FLOPPY DRIVE A: 1.2. MB, 5"  
FLOPPY DRIVE B: 1.44 MB, 3"  
ROM-BIOS DATE 05/05/91  
BASE MEMORY SIZE 640 KB  
EXT. MEMORY SIZE 1,024 KB  
HARD DISK C: TYPE 47  
HARD DISK D: TYPE NONE  
SERIAL PORTS: 3F8, 2F8, 3E8  
PARALLEL PORT: 378  
INTEL INTERNAL FAX MODEM - MODEM 2400 BPS, FAX 9600 BPS  
SEND, 4800 BPS REC

TTX MONOCHROME SCREEN  
101 KEYBOARD  
PANASONIC KX-1180 MULTI-MODE (9-PIN) PRINTER  
AMERICAN POWER CONVERSION, BACK UPS. 200

S O F T W A R E

MS- DOS VERSION 5.0  
EASYBILL  
DOXFAX  
CC PLUS (CARBON COPY)  
OWP (ONE WRITE PLUS) ACCOUNTING  
INTELFXM

Exhibit 3

Application for the Sale of Water Certificate No. 388-W

To the best knowledge of the buyer there are no outstanding regulatory assessment fees, fines or refunds owed concerning the water utility.

Exhibit 4

Application for the Sale of Water Certificate No. 388-W

The full purchase will be paid in cash.

Exhibit 5

Application for the Sale of Water Certificate No. 388-W

Applicant is relying on no funding. The Company has the funds to purchase the utility for cash.

Exhibit 6

Application for the Sale of Water Certificate No. 388-W

Utility Plant in Service 07/31/91		\$ 202516	
Additions: 08/01/91-12/31/91	\$2103		
01/01/92-12/31/92	7894		
01/01/93-12/31/93	<u>3180</u>	<u>13177</u>	
Utility Plant in Service 12/31/94			\$ 215693
Accumulated Depreciation 07/31/94		\$ (87494)	
Depreciation: 08/01/91-12/31/91	\$5034		
01/01/92-12/31/92	6934		
01/01/93-12/31/93	7137		
01/01/94-12/31/94	<u>7137</u>	<u>(26242)</u>	
Accumulated Depreciation 12/31/94			(113736)
Add equipment listed below originally charged to wastewater net of depreciation:			
Typewriter		\$ 161	
Monitor and Keyboard		173	
Copier Stand		15	
Surge Protector		81	
2 Desks And Chair		176	
Computer		510	
Chair		<u>63</u>	
Total			1179
CIAC			(105363)
Amortization of CIAC 07/31/91		\$ 47417	
Amortization: 08/01/91-12/31/91	\$2108		
01/01/92-12/31/92	4215		
01/01/93-12/31/93	4215		
01/01/94-12/31/94	<u>4215</u>	<u>14753</u>	
Amortization of CIAC 12/31/94			62170
Working Capital Allowance 07/31/94			<u>16574</u>
Rate Base 12/31/94			<u>\$ 76517</u>



Exhibit 7

Application For Sale of Water Certificate No. 388-W

An acquisition adjustment of \$35943 would be required to balance at 12/31/94 calculated as follows:

Utility Plant In Service 12/31/94	\$215693
Accumulated Depreciation 12/31/94	(113736)
Equipment originally charged to wastewater	1179
CIAC 12/31/94	(105363)
Amortization of Ciac 12/31/94	62170
Total	<u>\$ 59943</u>
Purchase Price	<u>24000</u>
Acquisition adjustment	<u><u>\$ 35943</u></u>

Exhibit 8

Application for the Sale of Water Certificate No. 388-W

The buyer has obtained copies of all federal income tax returns of the seller from the date the last rate base was established.

Exhibit 9

Application for the sale of Water Certificate No. 388-W

After reasonable investigation the system appears to be in satisfactory condition and the water system has no violations.

Exhibit 10

Application for the Sale of Water Certificate No. 388-W

Affidavit

John J. Ustica, President of Tamiami Village Water Company, Inc. confirms that proper notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administration code. A copy of such Notice is attached.

A handwritten signature in cursive script that reads "John J. Ustica". The signature is written in dark ink and is positioned above the printed name and title.

John J. Ustica, President  
Tamiami Village Water Company, Inc.

## LEGAL NOTICE

Notice is hereby given on December 29, 1994, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate No. 388-W from Tamiami Village Utility, Inc. to Tamiami Village Water Company, Inc., providing service to the following described territory in Lee County, Florida.

Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEESURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1937.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 89 degrees 33 minutes 50 seconds East for 575.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.70 feet; thence South 0 degrees 26 minutes 10 seconds East for 207.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.

Subject to easements, restrictions and reservations of record.

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING.

Thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°56'20"W. along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5029.58 feet, Delta Angle 01°05'08"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N.89°53'40"W. along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.

v  
(continued on next page)

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of Said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from

center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING.

Thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.89°53'40"E. along the Southerly line of an 80.00 feet wide parcel II land as recorded in O.R.D. 1687, page 1106 for 291.50 feet; thence S.05°56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.08 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is:

Tamiami Village Water Company, Inc.  
C/O John J. Ustica  
13281 McGregor Blvd.  
Fort Myers, Florida 33919

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
11/28/94-01/26/95

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LEE COUNTY</u>	
Bayshore Utilities, Inc. (WU013) 2259 Clubhouse Road North Ft. Myers, FL 33917-2523	Wayne Carson Wampler (813) 482-4024
Bonita 75 Corporation (SU683) 28090 Quail's Nest Lane Bonita Springs, FL 33923-6999	Plant (813) 947-3366
Bonita Center Treatment Plant, Inc. (SU609) 10397 Southern Blvd. Royal Palm Beach, FL 33411-4338	Bruce Kravitz (407) 790-1414
Bonita Country Club Utilities, Inc. (SU285) 10200 Maddox Lane Bonita Springs, FL 33923-7639	Michael J. Miceli (813) 992-2800
Bonita Springs Utilities (SU707) P. O. Box 2368 Bonita Springs, FL 33959-2368	(Utility) (813) 992-0711
Bonita Springs Water System, Inc. (SU650) 11860 East Terry Street Bonita Springs, FL 33923-5263	T. Harvey Haines
Buccaneer Water Service (De Anza Properties-XI, Ltd.) (WU026) 2210 North Tamiami Trail North Ft. Myers, FL 33903-2871	Bob Custer (813) 995-3542
Buccaneer Water Service (MIC-DeAnza Financing Limited Part (WU730) 2 North Riverside Plaza, Suite 1515 Chicago, IL 60606	Darrell Custer (813) 995-3337
Capital Sunbelt/Fund '84, Ltd. (SU424) P. O. Box 5318 Lakeland, FL 33807-5318	Raymond Moats (813) 647-1581
Del Vera Limited Partnership (SU612) 18021 North Tamiami Trail North Ft. Myers, FL 33903-1308	Robert G. Peters (813) 543-6200 ext 528
Eagle Ridge Utilities, Inc (SU398) 14589 Eagle Ridge Dr., S.E. Ft. Myers, FL 33912-1804	Frederick Quinn (813) 489-0998

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)

11/28/94-01/26/95

UTILITY NAME

MANAGER

LEE COUNTY (continued)

Environmental Protection Systems of Pine Island, Inc. (SU287) 3039 York Road St. James City, FL 33956-2303	Kevin J. Cherry (813) 283-1144
FFEC-Six, Ltd. (WS070) P. O. Box 4535 North Ft. Myers, FL 33918-4535	Robert D. Brown (813) 731-5565
Florida Cities Water Company - Lee County Division (WS076) P. O. Box 6459 Ft. Myers, FL 33911-6459	Roger Ytterberg (813) 936-0247
Forest Park Property Owner's Association (SU645) 5200 Forest Park Drive North Ft. Myers, FL 33917-5404	James D. Berger (813) 543-1155
Forest Utilities, Inc. (SU293) 6385 Presidential Court, SW, Suite 104 Ft. Myers, FL 33919-3576	David Swor (813) 481-0111
Fountain Lakes Sewer Corporation (SU572) 2510 Minnehaha Avenue Minneapolis, MN 55404	Tore Wistrom (612) 721-4877
Gulf Utility Company (WS096) P. O. Box 350 Estero, FL 33928-0350	Carolyn B. Andrews (813) 267-1000
Gumbo Limbo Enterprises (SU297) 5752 12th Avenue N.W. Naples, FL 33999-1318	John H. Newberry (813) 597-4537
Hacienda Treatment Plant, Inc. (SU431) 3750 Bonita Bay Blvd. Bonita Springs, FL 33923-8623	Robert C. Willey (813) 597-1911
Harbor Utilities Company, Inc. (WS101) P. O. Box 128 Bonita Springs, FL 33959-0128	James J. Ryan (813) 992-3231
Hunter's Ridge Utility Co. of Lee County (SU674) 12500 Hunters Ridge Drive Bonita Springs, FL 33923-3401	Don Huprich (813) 992-6061



LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
11/28/94-01/26/95

UTILITY NAME

MANAGER

LEE COUNTY (continued)

Imperial Bonita Estates (Imperial Bonita Associates d/b/a) (SU665) 3801 Bee Ridge Road, Suite 12 Sarasota, FL 34233-1104	Martin Newby (813) 923-1456
L.C.M. Sewer Authority, Inc. (SU353) X Water Spectrum, Inc. 1391 Timberlane Road, Suite 103 Tallahassee, FL 32312-1719	Hank Landis (904) 893-8040
Landis Enterprises, Inc. (SU723) 1391 Timberlane Road, Suite 103 Tallahassee, FL 32312-1719	Hank Landis (904) 893-8040
Mobile Manor, Inc. (WU167) 150 Lantern Lane North Fort Myers, FL 33917-6515	Henry G. Ness (813) 543-1414
North Fort Myers Utility, Inc. (SU317) P. O. Box 2547 Fort Myers, FL 33902-2547	Jack Schenkman (813) 543-4000 or 1808
North Trail Utilities (Del Tura) (SU315) 18621 North Tamiami Trail North Ft. Myers, FL 33903-1309	Robert G. Peters (813) 543-6200 ext 528
Pine Island Cove Homeowners Association, Inc. (SU724) 7290 Ladyfish Drive St. James City, FL 33956-2723	Shirley Becker (813) 283-3100
S-W Disposal System, Inc. (SU329) P. O. Box 2288 Bonita Springs, FL 33959-2288	Richard B. Kopley (813) 992-5100
Sanibel Bayou Utility Corporation (SU331) 1681 Kennedy Causeway, #100E North Bay Village, FL 33141-4132	Field Supervisors (813) 597-6059
South Seas Utility Company (SU408) 12800 University Drive, Suite 350 Ft. Myers, FL 33907-5336	Joe K. Blacketer (813) 481-2011

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)

11/28/94-01/26/95

UTILITY NAME

MANAGER

LEE COUNTY (continued)

Southern States Utilities, Inc. (WS565)  
1000 Color Place  
Apopka, FL 32703-7753

Forrest L. Ludsen  
(407) 860-0050

Spring Creek Village Utilities, Ltd. (WS234)  
4501 Spring Creek Road, Box 1  
Bonita Springs, FL 33923-7133

Dennis H. Waltchack  
(813) 992-3800/936-8888

Sun Up South, Inc. (SU601)  
2524 North Tamiami Trail  
North Ft. Myers, FL 33903-2358

Thomas Collins  
(813) 995-5880

Tamiami Village Utility, Inc. (WS597)  
P. O. Box 4458  
North Ft. Myers, FL 33918-4458

Wayne Wampler  
(813) 656-0002

Three "S" Disposal, Inc. (SU587)  
X Lee County Utilities Department  
2178 McGregor Blvd.  
Ft. Myers, FL 33901-3417

David Owen  
(813) 336-2236

Useppa Island Utility, Inc. (WS249)  
P. O. Box 640  
Bokeelia, FL 33922-0640

Vincent Formosa  
(813) 283-1061

LIS. OF WATER AND WASTEWATER UTILITIES IN LEE CO. FL

(VALID FOR 60 DAYS)

11/28/94-01/26/95

GOVERNMENTAL AGENCIES

CITY OF CAPE CORAL  
P.O. BOX 150027  
CAPE CORAL, FL 33915-0027

CITY OF FORT MYERS  
2200 SECOND STREET  
FORT MYERS, FL 33902

CITY OF SANIBEL  
800 DUNLOP ROAD  
SANIBEL, FL 33957-0750

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

LEE COUNTY BOARD OF COMMISSIONERS  
P.O. BOX 398  
FT MYERS, FL 33902

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

SO. FLORIDA WATER MANAGEMENT DISTRICT  
P.O. BOX 24680  
WEST PALM BEACH, FL 33416-4680

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)

11/28/94-01/26/95

STATE OFFICIALS

State Of Florida Public Counsel  
C/O The House Of Representatives  
The Capitol  
Tallahassee, FL 32399-1300

Division Of Records And Reporting  
Florida Public Service Commission  
101 E. Gaines Street  
Tallahassee, FL 32399-0870

Exhibit 11

Application for the Sale of Water Certificate No. 388-W

Affidavit

John J. Ustica, President of Tamiami Village Water Company, Inc. confirms that notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code to each customer. A copy of such Notice is attached.



John J. Ustica, President  
Tamiami Village Water Company, Inc.

### LEGAL NOTICE

Notice is hereby given on December 29, 1994, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate No. 388-W from Tamiami Village Utility, Inc. to Tamiami Village Water Company, Inc., providing service to the following described territory in Lee County, Florida.

Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEESURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1937.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 89 degrees 33 minutes 50 seconds East for 575.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 26 minutes 10 seconds East for 209.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.

Subject to easements, restrictions and reservations of record.

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING.

Thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°56'20"W. along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5829.58 feet, Delta Angle 01°05'08"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N.89°53'40"W. along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.

(continued on next page)

A tract or parcel of land in the Southeast . . . of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of Said Section for 25.0 feet; thence S.09°53'40"E. along the North right of way (25.0 feet from

center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING.

Thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.09°53'40"E. along the Southerly line of an 80.00 feet wide parcel II land as recorded in O.R.B. 1687, page 1106 for 291.50 feet; thence S.05°56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.00 feet; thence N.04°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is:

Tamiami Village Water Company, Inc.  
C/O John J. Ustica  
13281 McGregor Blvd.  
Fort Myers, Florida 33919

Tamiami Village Water Company, Inc.  
C/O John J. Ustica  
13281 McGregor Blvd.  
Ft. Myers, Florida  
(813) 489-3933

January 3, 1994

Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0870

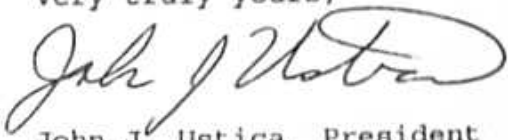
Transfer - Water Certificate No. 388-W  
from Tamiami Village Utility, Inc.

Enclosed, please find the following:

- 1. Exhibit 12 (late filed exhibit)

Should you have any questions or need additional information,  
please contact me.

Very truly yours,



John J. Ustica, President  
Tamiami Village Water Company, Inc.

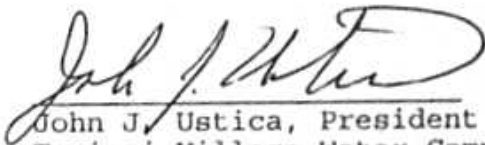


Exhibit 12

Application for the Sale of Water Certificate No. 388-W

Affidavit

John J. Ustica, President of Tamiami Village Water Company, Inc. confirms 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 Administration Code. A copy of such Notice with proof of publication is attached.



John J. Ustica, President  
Tamiami Village Water Company, Inc.

**NEWS-PRESS**  
Published every morning — Daily and Sunday  
Fort Myers, Florida

**Affidavit of Publication**

STATE OF FLORIDA  
COUNTY OF LEE

Before the undersigned authority, personally appeared \_\_\_\_\_

Brenda Leighton

who on oath says that he/she is the \_\_\_\_\_

Legal Coordinator of the News-Press, a

daily newspaper, published at Fort Myers, in Lee County, Florida, that the  
attached copy of advertisement, being a Legal Notice

in the matter of Transfer of Certificate No.

388-W

in the \_\_\_\_\_ Court

was published in said newspaper in the issues of December 30,

1994

Alliant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida and that said newspaper has heretofore been continuously published in said Lee County, Florida, each day, and has been entered as a second class mail matter at the post office in Fort Myers in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of the advertisement; and alliant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Brenda Leighton*

Sworn to and subscribed before me this

thirtieth day of December

19 94 by

Brenda Leighton

who is personally known to me ~~and who takes the oath~~

as identification, and who did or did not take an oath

Notary Public Linda Gale Sheley

Print Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_

CLASS 18



**LEGAL NOTICE**  
Notice is hereby given on December 30, 1994, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate No. 388-W from Tamiami Village Utility, Inc. to Tamiami Village Water Company, Inc., providing service to the following described territory in Lee County, Florida:  
Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEESURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 40 through 26 of the Lee County, Florida Public Records which is described as follows:  
From the Southwest corner of said North Half (N 1/2) of the Southwest Quarter (SW 1/4); thence North 67 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1927.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 87 degrees 33 minutes 50 seconds East for 525.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 26 minutes 10 seconds East for 209.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.  
Subject to easements, restrictions and reservations of record.  
A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:  
From the Southwest corner of said fraction of Section; thence N 0° 19' 10" W, along the West line of said Section for 25.0 feet; thence S. 89° 53' 40" E, along the North right of way (75.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the West-erly line (S. 05° 56' 20" W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING.  
Thence N. 05° 56' 20" E, along said prolongation for 388.19 feet; thence S. 84° 03' 40" E, for 290.00 feet; thence S. 05° 56' 20" W, along the West-erly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5639.58 feet, Delta Angle 81° 05' 08" ); thence Southwesterly along the arc of said curve for 110.46 feet; thence N. 89° 53' 40" W, along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.  
A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43

3

### LEGAL NOTICE

Notice is hereby given on December 29, 1994, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate No. 388-W from Tamiami Village Utility, Inc. to Tamiami Village Water Company, Inc., providing service to the following described territory in Lee County, Florida.

Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEESURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1937.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 89 degrees 33 minutes 50 seconds East for 575.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 26 minutes 10 seconds East for 209.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.

Subject to easements, restrictions and reservations of record.

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING.

Thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°56'20"W. along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5829.58 feet, Delta Angle 01°05'00"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N.89°53'40"W. along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.

(continued on next page)

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of Said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from

center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING.

Thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.09°53'40"E. along the Southerly line of an 00.00 feet wide parcel 11 land as recorded in O.R.D. 1687, page 1106 for 291.50 feet; thence S.05°56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.08 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is:

Tamiami Village Water Company, Inc.  
C/O John J. Ustica  
13281 McGregor Blvd.  
Fort Myers, Florida 33919

Tamiami Village Water Company, Inc.  
C/O John J. Ustica  
13281 McGregor Boulevard  
Fort Myers, Florida 33919

March 28, 1995

Director, Division of Records and Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399

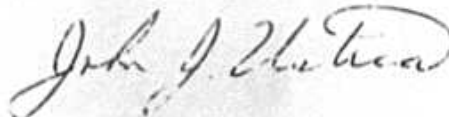
Re: Docket No. 950015-WU

The purpose of this filing is to fulfill the deficiencies in the above referenced application per letter of Christine C. Tomlinson dated February 14, 1995.

- Item 1. Contract for sale - See addendum to contract signed by appropriate parties;
- Item 2. Statement of Financial and Technical Ability - See Statement by President of Utility, Financial Statement of Utility, Letter from bank verifying line of credit.
- Item 3. Evidence of Ownership - Since the utility distributes water only and does not own any land there would be no evidence that the Utility owns land. A Bill of Sale will be issued upon transfer;
- Item 4. Tariff - an original and two copies using the new modified tariffs sheets are attached;
- Item 5. Certificate - It is my understanding the original certificate has been located and is in your possession;

Thank you for your assistance in this matter.

Very truly yours,



John J. Ustica, President  
Tamiami Village Water Company, Inc.

March 8, 1995

ADDENDUM - WATER SERVICE AGREEMENT:  
CLARIFICATION AND SUPPLEMENT

This addendum made this 8<sup>TH</sup> day of MARCH, 1995 between Tamiami Village Utility, Inc. (Owner) and Tamiami Village Water Company (Service Company).

Whereas Owner and Service Company desire to clarify certain terms and provisions of the Water Service Agreement, dated December 8, 1994;

WHEREAS Florida Public Service Commission has requested additional information and clarification related to said Agreement;

Now, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Service Company hereby covenant and agree as follows:

- A. To clarify the agreed upon consideration described in Paragraph 3.0 of the agreement, Owner and Service Company agree that no other consideration, including stock, stock options, employment, or assumption of obligations, shall be required consideration of either party.
- B. To clarify and supplement the terms of Paragraph 6.0, Owner and Service Company agree that Owner shall transfer all rights and duties to Service Company relating to the Developer Agreement, dated June 30, 1989, executed by Owner and Cynwyd Investments. Owner further states and assures Service Company that Owner does not possess and will not transfer or convey to Service Company under this agreement any guaranteed revenues contract or lease relating to the provision of water services.

IN WITNESS WHEREOF, Owner and Service Company have executed or have caused this Addendum, with the named Developer Agreement attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy.

WITNESSES:

TAMIAMI VILLAGE UTILITY, INC.

[Signature]  
Print Name ROBERT P. STEWART

BY [Signature]  
Print Name ROBERT P. STEWART  
Title PRESIDENT

[Signature]  
Print Name SARA WILLET

TAMIAMI WATER COMPANY

[Signature]  
Print Name \_\_\_\_\_

BY [Signature]  
Print Name JOHN J. USTICA  
Title PRESIDENT

[Signature]  
Print Name JULIE M. HILBURN

STATE OF FLORIDA

COUNTY OF LEE

8<sup>TH</sup> The foregoing instrument was acknowledged before me this day of March, 1995, by ROBERT P. STEWART, as President, on behalf of Tamiami Village Utility, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.



SANFORD M. MARTIN  
My Commission CC415621  
Expires Oct. 23, 1998  
Bonded by HAI  
900-422-1555

[Signature]  
Notary Public - Florida

STATE OF FLORIDA

COUNTY OF LEE

8<sup>TH</sup> The foregoing instrument was acknowledged before me this day of March, 1995, by JOHN USTICA, as President of Tamiami Village Water Company. He is personally known to me or has produced \_\_\_\_\_ as identification.



SANFORD M. MARTIN  
My Commission CC415621  
Expires Oct. 23, 1998  
Bonded by HAI  
900-422-1555

[Signature]  
Notary Public - Florida

Tamiami Village Water Company, Inc.  
Docket No. 950015-WU  
Statement of John J. Ustica , President  
Item 2

John J. Ustica, President of Tamiami Village Water Company, Inc. is familiar with the current operation of this water utility. Mr. Ustica is a Certified Public Accountant, and is presently engaged by the utility to prepare the Annual Report. Mr. Ustica was also engaged by the utility during its rate case to handle the accounting functions. He also testified before the Commission during that rate case. He has prepared the price indexing as well as the pass through for this Utility. Mr. Ustica has extensive experience in the Water and Waste Water area, he served as external auditor for the Town of Southeast, a township with numerous water and waste water operations and presently has another client in the Utility business.

It is not anticipated at this time that we will be retaining any current employees of the Utility.

No operator's license is required since we do not process.

Balance Sheet  
March 15, 1995

Cash in Bank	\$ 19,200
Down Payment	4,800
Capitalized Costs	
Application Fees	1,500
Postage	314
News Paper Fees	231
Customer labels	<u>50</u>
Total Assets	<u>\$ 26,095</u>
Capital	<u>\$ 26,095</u>



AmSouth Bank  
8655 College Parkway  
Fort Myers, Florida 33919-9978

---

**AmSOUTH**

February 24, 1995

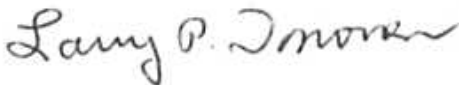
Mr. John Utisca  
Tamiami Village Water Company, Inc.  
13281 McGregor Boulevard  
Fort Myers, FL 33919

Re: Line of Credit

Dear Mr. Utisca:

This is to confirm that you have been approved for a line of credit for \$30,000. As soon as you receive the approval from the Public Service Commission, we can close on the loan. If I can be of any other assistance, please call.

Sincerely,



Larry P. Donovan  
Senior Vice President

LPD/dc

5