

LINDRICK SERVICE CORPORATION

POST OFFICE BOX 1176
NEW PORT RICHEY, FLORIDA 34656-1176
(813) 849-2266

FILE COPY

June 30, 1997

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

970822-WU

RE: Acquisition of SH Utilities, Inc.
by Lindrick Service Corporation

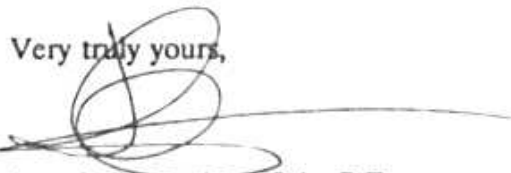
Dear Sir:

Enclosed please find a joint application submitted by Lindrick Service Corporation and SH Utilities Incorporated for transfer of Water Certificate No. 111-W and all utility facilities from SH Utilities, Inc. to Lindrick Service Corporation. Upon approval of the transfer, Lindrick Service then requests that Certificate 111-W be cancelled and Lindrick's Water Certificate #157-W be amended to include the Shamrock Heights Service area.

It is Lindrick's intent to incorporate SH Utilities' existing rate schedules into Lindrick's tariff. Lindrick Service will thereafter operate with separate rate schedules for various communities within its service area.

If you have any questions, please feel free to contact Linda Miedwig, P.E. at the number listed in the application form.

Very truly yours,



Joseph R. Borda, A.I.A., P.E.
President

JRB:dlk

cc: James Cochran, President
SH Utilities

Frederick T. Reeves, Esquire

DOCUMENT

06745 JUL -3 97

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

Linda O. Miedwig (609) 662-5307
Name Phone No.
Lindrick Service Corp.
10 E. Chestnut Street, Merchantville Train Station
Street address
Merchantville, N.J. 08109
City State Zip Code

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

Lindrick Service Corporation
Name of utility
(813) 849-2266 (813) 848-4866
Phone No. Fax No.
4925 Cross Bayou Blvd.
Office street address
New Port Richey FL 34652
City State Zip Code
P.O. Box 1176, New Port Richey, FL 34656-1176
Mailing address if different from street address
N/A
Internet address if applicable

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

Corporation Partnership Sole Proprietorship

Other: _____
(specify)

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

Florida, Incorporated 1965

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

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

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

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

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

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

F) Exhibit D - 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 E - 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. Order #17434 issued 5/11/87 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit F - 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.)

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit J - 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 K - 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.

**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
 2540 Shumard Oak Blvd.
 Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,
 assignment or transfer of (all ~~XXXXXX~~ of Water Certificate No
 111-W and ~~XXXXXX~~ facilities in
 Pasco County, Florida, and submits the
 following information:

PART I APPLICANT INFORMATION

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

SH Utilities, Inc.
 Name of utility

(813) 849-9389 () same
 Phone No. Fax No.

7552-4 Congress Street
 Office street address

New Port Richey FL 34653-1106
 City State Zip Code

N/A
 Mailing address if different from street address

N/A
 Internet address if applicable

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

Linda O. Miedwig (609) 662-5307
Name Lindrick Service Corp. Phone No.
10 E. Chestnut Street, Merchantville Train Station
Street address
Merchantville, N.J. 08109
City State Zip Code

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

Lindrick Service Corporation
Name of utility
(813) 849-2266 (813) 848-4866
Phone No. Fax No.
4925 Cross Bayou Blvd.
Office street address
New Port Richey FL 34652
City State Zip Code
P.O. Box 1176, New Port Richey, FL 34656-1176
Mailing address if different from street address
N/A
Internet address if applicable

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

Corporation Partnership Sole Proprietorship
Other: _____
(specify)

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

Florida, Incorporated 1965

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

Joseph R. Borda, A.I.A., P.E., President

Marlene B. Borda, Vice President

Margaret E. Mountain, Secretary/Treasurer

Address for all is P.O. Box 1176, New Port Richey, FL 34656-1176

- 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 A - 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.

Lindrick Service Corporation

Water Certificate 157-W

Sewer Certificate 107-S

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

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

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

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

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

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

F) Exhibit D - 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 E - 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. Order issued 5/11/87 #17434 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit F - 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:

James A. Cochran	(813)	849-9389
Name	Phone No.	
7552-4 Congress Street		
Street address		
New Port Richey	FL	34653-1106
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. Books and records are available.
- K) Exhibit G - 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 H - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

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

PART III NOTICE OF ACTUAL APPLICATION

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

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit J - 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 K - 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 (for water) and N/A (for
wastewater).

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

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

PART V OTHER

- A) Exhibit L - 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 M - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C) Exhibit N - 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 James A. Cochran (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY:

James A. Cochran
Applicant's Signature

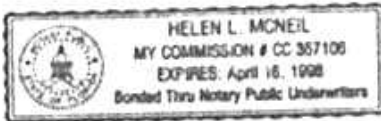
James A. Cochran

Applicant's Name (Typed)

PRES.

Applicant's Title *

Subscribed and sworn to before me this 2nd
of July 1997.



Helen L. McNeil
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.

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT A

Lindrick Service Corporation originated in 1960 and has been providing both water and wastewater utility services continually since that time to single-family, multi-family and commercial customers in its operating territory in New Port Richey, Florida (lands originally owned by Lindrick Corporation). On February 20, 1987, all stock of Lindrick Service Corporation was purchased by Joseph R. Borda, the utility's current president.

SH Utilities' service area is contiguous to Lindrick Service Corporation. Acquisition of SH Utilities by LSC will offer both utilities economies of scale in operation and their customers will benefit from the related service improvements.

The buyer, Lindrick Service Corporation, intends to fulfill the commitments, obligations and representations of SH Utilities, Inc. with regard to utility matters.

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Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT B

A copy of the Contract for Sale of SH Utilities, Inc. to Lindrick Service Corporation is attached.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of May, 1997, by and between **S & H UTILITIES, INC.**, a Florida Corporation, hereinafter referred to as "Seller" and **LINDRICK SERVICE CORPORATION**, a Florida Corporation, hereinafter referred to as "Buyer".

W I T N E S S E T H:

WHEREAS, Seller owns a fee interest in certain realty, personalty and/or fixtures as set forth in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and

WHEREAS, the Seller is currently providing central water distribution to the Property and homeowners as set forth on the attached Exhibit "B" the list of owners, so that the occupants of the improvements on the Property and the appurtenant facilities will receive an adequate water supply, and

WHEREAS, Seller desires to sell all assets of Seller's corporation to Buyer and Buyer desires to purchase same upon the terms and conditions set forth herein,

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby covenant and agree as follows:

1. Seller agrees to sell, transfer, and assign all the assets, right, title, interest and goodwill of Seller's water service systems as described on Exhibit "A" and Buyer agrees to buy same upon the terms and conditions hereinafter recited, subject to verification of same by Buyer or Buyer's agent.

The purchase price is One Hundred Fifty Thousand Dollars (\$150,000.00) payable as follows:

Deposit	\$ 5,000.00
Purchase Money Mortgage	\$100,000.00
Balance due at Closing - Approx	\$ 45,000.00

Seller agrees to hold a purchase money balloon mortgage in the amount of \$100,000.00 at eight percent (8%) interest per annum as per the attached amortization schedule. The balance shall be cash at closing. The closing of this transaction shall take place on or before August 27, 1997, provided, however, that the date may be extended if due to delays not caused by Buyer, including without limitation Buyer's failure to receive any and all governmental approvals.

The deposit and any or all monies paid by or on behalf of Buyer shall be completely refundable to Buyer in the event that all contingencies are not met or Buyer otherwise terminates as permitted under the terms of this Contract.

Proration on expenses of the business, including but not limited to, rent, utilities, telephone, and tangible personal property taxes, shall be as of closing and paid outside of closing. Buyer shall have all utilities and telephone transferred to its name as of closing. All prepaid lease and security deposits, deposits, and prepaid lease items of any kind are specifically included as part and parcel of the purchase price hereunder and shall be transferred to Buyer at closing, free of any interest of Seller. Customer deposits shall be transferred without any accrued interest inasmuch as it will be paid to customers as of the August billing date. All prepaid customer accounts less all customer accounts receivable will be paid to Buyer 45 days after closing.

Further, the parties agree that accounts receivable and accounts payable shall be reconciled as of closing, with all receivables and liabilities accruing prior to closing being the responsibility of Seller and those accruing after closing being the responsibility of the Buyer. Buyer agrees to assist Seller (premise visits, shut-off for non-payment) in collecting any and all customers accounts remaining unpaid during the first 45 days after purchase of this utility.

The sale includes but is not limited to the total service area for approximately 200 single family customers on tariff area as defined by PSC, whichever is greater, together with property known as Frank's Nursery, Burned Bank and Walgreen's and two (2) wellfields with water distribution system.

Sale is contingent upon approval from SWFWMD for withdrawal of additional water for wells being purchased in an amount satisfactory to Buyer and limited only by the pumps mechanical capacity. Further, Buyer's obligations hereunder are contingent upon Buyer's inspections as per Paragraph 4 hereunder.

Buyer's obligation under this Contract is specifically contingent upon Buyer receiving approval from Southwest Florida Water Management District to pump a minimum of an additional 100,000 gallons per day from well sites being purchased. Buyer will have ninety (90) days from date of execution of this Agreement by all parties within which to obtain such approval. Should Buyer be unable to obtain such approval, Buyer may, at Buyer's option, go forward with the Contract without such approval or terminate the Agreement and be entitled to the immediate return of all deposits paid by Buyer or on Buyer's behalf.

Buyer's obligation to close is further conditioned upon Buyer's receipt of any and all approvals required by any governmental unit or body having jurisdiction over Seller's water distribution system, including without limitation, necessary approvals from the Public Service Commission.

2. REPRESENTATIONS AND WARRANTIES OF SELLER: The Seller warrants and represents that (which warranties and representations shall specifically survive the making of this Agreement and delivery of any documents required herein or the performance of any duties required herein):

(a) It is a corporation duly organized, existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to carry on its business as now conducted.

(b) Seller has the corporate power and authority to enter into and perform this Agreement and is the fee simple owner of the Property. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of the Seller in accordance with its terms.

(c) The making of this Agreement will not violate any provisions of any law, Federal or State, or the Certificate of Incorporation or By-Laws of the Seller or result in the breach of or constitute an event of default under the terms of any contractual Agreement to which the Seller is a party or by which the Seller is otherwise bound.

(d) Any approval, authorization or consent required to permit Seller to perform his obligation hereunder shall be the obligation of Seller at Seller's cost and expense. Any approval, authorization or consent Buyer requires, including consent from the Public Service Commission, shall be obtained by Buyer at Buyer's expense.

(e) The execution and delivery of this Agreement has been duly authorized by the Stockholders and Directors of the Company.

(f) Seller hereby represents that Seller knows of no liabilities existing for which Buyer may become liable. Should such liabilities arise, Seller shall indemnify and hold Buyer harmless from all such damages including without limitation costs and attorney's fees. Should Seller fail to indemnify Buyer, Buyer may elect to withhold payment under the Mortgage until satisfied.

(g) The parties agree that each will cooperate with the other to comply with any and all governmental or regulatory requirements including without limitation the filing of the annual report.

3. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer warrants and represents that (which warranties and representations shall specifically survive the making of this Agreement):

(a) Buyer is a Corporation duly organized, existing and in good standing under the Laws of the State of Florida and has the corporate power and authority to carry on its business as now conducted.

(b) Buyer has the corporate power and authority to enter into and perform this Agreement. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of Buyer in accordance with its terms, which are in accordance with the Rules of the Public Service Commission.

(c) The making of this Agreement will not violate provisions of any statutory laws, Federal or State or the Certificate of Incorporation or By-Laws of Buyer or result in the breach of, or constitute an event of default under the terms of any contractual agreement to which Buyer is a part or by which Buyer is otherwise bound.

(d) Buyer will comply with the applicable rules and regulations of governmental authorities having jurisdiction over its operations and this Agreement, any such applicable rules, regulations and authority, as now constituted or as amended, from time to time, being incorporated into this Agreement and made a part hereof by reference.

4. ON-SITE INSTALLATION: Seller hereby agrees to transfer ownership and control to Buyer, of the on-site water distribution systems. The term 'on-site potable water treatment and distribution systems' means and includes all potable water distribution and supply mains, lines, pipes, pumps, storage facilities and any other related facilities and treatment facilities and equipment, including pumping stations, constructed within the boundaries of the Property in accordance with the terms of this Agreement, to serve each Consumer within the Property.

(a) **Inspection.** Buyer or Buyer's agent shall have the right to conduct such inspections as Buyer reasonably deems necessary of the water distribution systems, including without limitation maps for the total systems, all as is built drawings, PSC annual reports and verification of inventory, and all test data and/or reports of any government agencies for the immediately preceding three (3) years, and to determine compliance with the approved plans and specifications and that same is acceptable to Buyer in Buyer's sole and absolute discretion.

Buyer shall have the right to inspect, at its sole cost and expense, consumer installations at all reasonable times, provided that the responsibilities and agreements that apply to Buyer's use of easement areas, as set forth in Paragraph 5 of this Agreement, shall also apply to any and all actions taken by Buyer pursuant to this Paragraph.

(b) Transfer of Title. Seller hereby agrees to transfer to Buyer title to all on-site water distribution systems owned by Seller and servicing the property set forth in Exhibit "A". Such conveyance shall take place at closing. As evidence of said transfer of title, Seller shall:

(i) Convey to Buyer, by Bill of Sale in form reasonably satisfactory to Buyer's counsel, the on-site water distribution systems and as approved by Buyer. Seller will provide title insurance on each well/pump lot. Cost of title insurance, recording fees, and documentary stamps will be split 50/50 by Buyer and Seller.

(ii) Assign any and all warranties, and maintenance, completion and performance bonds, if any, and the right to enforce same to the Buyer which Seller obtained from any contractor, person, or entity or otherwise owns or holds.

(iii) Provide to the Buyer an executed, notarized No Lien Affidavit in form reasonably satisfactory to Buyer's counsel on the utility systems installed by Seller.

(iv) Provide Buyer with all appropriate operation/maintenance and parts manuals and or operation/maintenance contracts.

(v) Transfer or assign all Easement Agreements held by Seller for easements and/or rights-of-way covering areas in which the on-site water distribution systems are installed, by recordable document in form acceptable to Buyer.

(vi) Transfer any and all well sites as described in Exhibit "A" free and clear of all encumbrances of any kind whatsoever as well as access thereto.

5. EASEMENTS: Seller agrees to grant, give and assign to Buyer all rights Seller has to maintain, repair, replace, construct and operate said on-site water distribution facilities. Seller warrants and represents that there are no mortgages or other encumbrances on the property being conveyed.

Seller hereby agrees that all easement grants have been utilized in accordance with the established and generally accepted practice of the water industry with respect to the installation, maintenance, repair, replacement, construction and operation of all its facilities in any of the easement areas. Seller has, at all times, maintained such facilities in good order, condition and repair in accordance with all standards and specifications as may be prescribed by any governmental or regulatory authority having jurisdiction. Seller represents and warrants to Buyer that the above referenced grants have legal access to the property which Buyer is purchasing.

6. **RATES:** Buyer acknowledges that the rates currently charged to individual Consumers of water services are as approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Buyer, 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 which shall, in any event, at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law.

7. **EXCLUSIVE RIGHT TO PROVIDE SERVICE:** Seller agrees that Seller, or the successors and assigns of Seller, shall not engage in the business or businesses of providing potable water services to the Property during the period of time Buyer, its successors and assigns, provide water services to the Property, it being the intention of the parties hereto that under the foregoing provisions and also other provisions of this Agreement, Buyer shall have the sole and exclusive right and privilege to provide water services to the Property and to the occupants of such residence, building or unit constructed thereon.

8. **BINDING EFFECT OF AGREEMENT:** This Agreement shall be binding upon and shall inure to the benefit of Seller, Buyer and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

9. **NOTICE:** Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by U.S. certified or registered mail, return receipt requested, by express mail or by telegram, and if to Seller, shall be mailed or delivered to Seller at:

S & H UTILITIES, INC.
C/O

with copies to:

and if to Buyer, at:

LINDRICK SERVICE CORPORATION

with copies to:

10. LAW OF FLORIDA: This Agreement shall be governed by the Laws of the State 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, if applicable.

11. COSTS AND ATTORNEY'S FEES: In the event the Buyer or Seller is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party, shall be entitled to recover from the other party all attorney's fees and costs incurred, including such fees and costs on appeal.

12. INDEMNIFICATION: Buyer or Buyer's agent shall, within 45 days of execution of this Agreement, have the right to inspect all of Seller's books and records concerning the operation of the water systems to determine whether or not same is acceptable to Buyer. Should Buyer determine, in Buyer's sole discretion, that any or all of the records reflect matters not acceptable to Buyer, Buyer may elect to terminate this Contract and receive a refund of all monies paid by Buyer or on Buyer's behalf.

13. NOTICE: Seller represents to Buyer that Seller has not received any notice of any proposed rate changes and/or hearings affecting the rates or ability to provide service at the rates and amounts currently existing. (1997 Price Index of 1.69% excluded.)

14. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Seller and Buyer, made with respect to the matters herein contained, and when duly executed, constitutes, the agreement between Seller and Buyer. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed, in writing, and duly signed by the party to which they are to be applied.

15. When required by the context, the singular number shall include the plural, and the masculine, feminine and neuter genders shall each include the other.

16. 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.

17. Unless otherwise agreed to in writing, the submission of this Seller Agreement for examination by either party to the other does not constitute an offer by either party but becomes effective only upon execution thereof by both Buyer and Seller.

18. 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, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

19. Buyer shall have the right to inspect, at its sole cost and expense, Consumer Installations at all reasonable times, provided that the responsibilities and agreements that apply to Buyer's use of easement areas, as set forth in Paragraph 8 of this Agreement, shall also apply to any and all actions taken by Buyer pursuant to this Paragraph.

20. This Agreement is binding on the successors and assigns of the parties hereto. The rights and obligations created pursuant to this Agreement run with the land described in Exhibit "A" and shall be binding upon the successors in title or legal interest of Seller's rights and obligations herein. This Agreement shall survive the sale or transfer of Buyer to any party.

21. Each party hereby agrees to grant such further assurance and provide such additional documents as may be required, each by the other, in order to carry out the terms, conditions and comply with the express intent of this Agreement.

22. The Seller agrees to convey, at Buyer's cost, by Warranty Deed or lien free easement, at Buyer's sole option, potable well sites as set forth in Exhibit "A".

23. TIME IS OF THE ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Agreement and this applies to all terms and conditions contained herein.

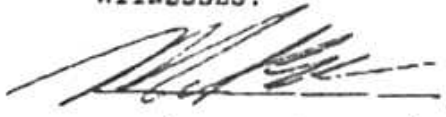
24. In the event that a Court or regulatory body having jurisdiction of this Agreement shall find that any provision or requirement of this Agreement is invalid and unenforceable, then such finding of invalidity shall not affect or diminish any other requirement or provision of this Agreement. Thus, this Agreement shall be deemed to be severable.

25. **FURTHER ASSURANCES:** Seller and Buyer agree that at any time and from time to time after the execution hereof, that Seller and Buyer will execute and deliver to any other person, political subdivision or regulatory agency such further instruments or documents and reports as may reasonably be required to give effect to this Agreement contemplated hereunder, including, but not limited to, those documents and reports that may be of assistance in the issuance of governmental permits and consents, provided that no such instrument shall alter the Agreement of the parties hereunder.

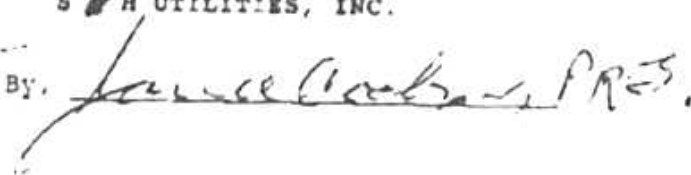
IN WITNESS WHEREOF, Seller and Buyer have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterparts shall be considered an original executed copy of this Agreement.

WITNESSES:

S O H UTILITIES, INC.

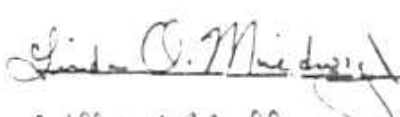
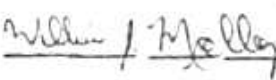

Helen L. Smith

By:


James C. Roberts, PRES.

WITNESSES:

LINDRICK SERVICE CORPORATION


Linda V. M...

William J. Molloy

By:



Attest:

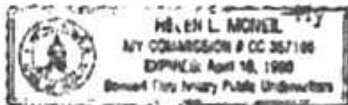
Secretary

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 27th day of May, 1997, by Jessica A. Cochran as President of S & H UTILITIES, INC., a Florida Corporation, who acknowledged the execution of same on behalf of the Corporation for the purposes therein mentioned; who () did () did not take an oath, and who (X) is personally known to me or who furnished for identification the following _____

WITNESS my hand and official seal in the County and State last aforesaid.

Helen L. M. Neel
Notary Public, State of Florida



Commission Expires:

HELEN A. M. NEEL
Type or Print Name of Notary

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____ as _____ of LINDRICK SERVICE CORPORATION a Florida Corporation, who acknowledged the execution of same on behalf of the Corporation for the purposes therein mentioned; who () did () did not take an oath, and who () is personally known to me or who furnished for identification the following _____

WITNESS my hand and official seal in the County and State last aforesaid.

William J. Malloy
Notary Public, State of Florida
My Commission Expires:

WILLIAM J. MALLOY
Notary Public of New Jersey
My Commission Expires Jan. 28, 2001

Type or Print Name of Notary

EXHIBIT "A"**(ITEMS INCLUDED IN SALE)**

Any and all items associated with the water distribution system owned and operated by Seller including without limitation potable water distribution and supply mains, lines, pipes, pumps, storage facilities, other related facilities and treatment facilities and equipment, including pumping stations, well sites, all easements or rights-of-way, all maps of the distribution system and as built drawings; a copy of the 1995 and 1996 P.S.C. Annual Reports, all present customer records for the past two (2) years. All test reports as maintained by the certified operator (H2O UTILITIES SERVICES, INC.)

EXHIBIT "B"**LIST OF CUSTOMERS**

Approx. 197 Single Family and miscellaneous customers as currently serviced by PSC tariff area under Tariff No. _____

Frank's Nursery

Barnett Bank

Walgreen's

Two (2) well lots with wells

Interest Vision
Amortization Schedule

Loan or Annuity Variables:

Start Date:	Aug 27, 1997	End Date:	Sep 27, 2002
Start Payment:	Aug 27, 1997	No. of Payments:	61
Start Interest:	Aug 27, 1997	Interest Rate:	8.000%
Payment Freq.:	Monthly	Initial Principal:	\$100000.00
Compound Freq.:	Monthly	Payment Amount:	\$2000.00
Days in No./Yr.:	Actual No.	Balloon:	\$50.71
Payment Mode:	In Arrears	Amortization Method:	Simple Int.

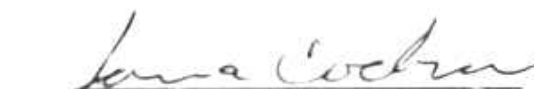
No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
	Aug 27, 1997	0.00	0.00	0.000	0.00	100000.00
1	Sep 27, 1997	2000.00	679.45	8.000	1320.55	98679.45
2	Oct 27, 1997	2000.00	648.85	8.000	1351.15	97328.30
3	Nov 27, 1997	2000.00	661.30	8.000	1338.70	95989.60
4	Dec 27, 1997	2000.00	631.16	8.000	1368.84	94620.77
SUBTOTAL:		8000.00	2620.77		5379.23	
5	Jan 27, 1998	2000.00	642.90	8.000	1357.10	93263.67
6	Feb 27, 1998	2000.00	633.68	8.000	1366.32	91897.35
7	Mar 27, 1998	2000.00	563.97	8.000	1436.03	90461.32
8	Apr 27, 1998	2000.00	614.64	8.000	1385.36	89075.97
9	May 27, 1998	2000.00	585.70	8.000	1414.30	87661.67
10	Jun 27, 1998	2000.00	595.62	8.000	1404.38	86257.29
11	Jul 27, 1998	2000.00	567.17	8.000	1432.83	84824.46
12	Aug 27, 1998	2000.00	576.34	8.000	1423.66	83400.80
13	Sep 27, 1998	2000.00	566.67	8.000	1433.33	81967.47
14	Oct 27, 1998	2000.00	538.96	8.000	1461.04	80506.44
15	Nov 27, 1998	2000.00	547.00	8.000	1453.00	79053.44
16	Dec 27, 1998	2000.00	519.80	8.000	1480.20	77573.24
SUBTOTAL:		24000.00	6952.47		17047.53	
17	Jan 27, 1999	2000.00	527.07	8.000	1472.93	76100.31
18	Feb 27, 1999	2000.00	517.07	8.000	1482.93	74617.38
19	Mar 27, 1999	2000.00	457.93	8.000	1542.07	73075.31
20	Apr 27, 1999	2000.00	496.51	8.000	1503.49	71571.82
21	May 27, 1999	2000.00	470.61	8.000	1529.39	70042.43
22	Jun 27, 1999	2000.00	475.90	8.000	1524.10	68518.33
23	Jul 27, 1999	2000.00	450.53	8.000	1549.47	66958.86
24	Aug 27, 1999	2000.00	455.02	8.000	1544.98	65423.88
25	Sep 27, 1999	2000.00	444.52	8.000	1555.48	63868.41
26	Oct 27, 1999	2000.00	419.96	8.000	1580.04	62288.36
27	Nov 27, 1999	2000.00	423.22	8.000	1576.78	60711.58
28	Dec 27, 1999	2000.00	399.20	8.000	1600.80	59110.78
SUBTOTAL:		24000.00	5537.54		18462.46	
29	Jan 27, 2000	2000.00	400.53	8.000	1599.47	57511.32
30	Feb 27, 2000	2000.00	389.69	8.000	1610.31	55901.01
31	Mar 27, 2000	2000.00	354.35	8.000	1645.65	54255.35
32	Apr 27, 2000	2000.00	367.63	8.000	1632.37	52622.99

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
33	May 27, 2000	2000.00	345.07	8.000		
34	Jun 27, 2000	2000.00	345.36	8.000	1654.93	50968.05
35	Jul 27, 2000	2000.00	323.37	8.000	1654.64	49513.41
36	Aug 27, 2000	2000.00	322.78	8.000	1676.63	47636.78
37	Sep 27, 2000	2000.00	311.42	8.000	1677.22	45959.56
38	Oct 27, 2000	2000.00	290.30	8.000	1688.58	44270.98
39	Nov 27, 2000	2000.00	288.39	8.000	1709.70	42561.29
40	Dec 27, 2000	2000.00	267.87	8.000	1711.61	40849.68
SUBTOTAL:		24000.00	4006.76		1732.13	39117.55
41	Jan 27, 2001	2000.00	265.78	8.000	19993.24	
42	Feb 27, 2001	2000.00	254.00	8.000	1734.22	37383.35
43	Mar 27, 2001	2000.00	218.71	8.000	1746.00	35637.33
44	Apr 27, 2001	2000.00	230.04	8.000	1781.29	33956.04
45	May 27, 2001	2000.00	210.98	8.000	1769.96	32086.07
46	Jun 27, 2001	2000.00	205.85	8.000	1789.02	30257.05
47	Jul 27, 2001	2000.00	187.42	8.000	1794.25	28502.90
48	Aug 27, 2001	2000.00	181.35	8.000	1812.58	26690.32
49	Sep 27, 2001	2000.00	168.99	8.000	1818.65	24871.67
50	Oct 27, 2001	2000.00	151.50	8.000	1831.01	23040.66
51	Nov 27, 2001	2000.00	143.99	8.000	1848.50	21192.16
52	Dec 27, 2001	2000.00	127.14	8.000	1856.01	19336.15
SUBTOTAL:		24000.00	2345.75		1872.86	17463.29
53	Jan 27, 2002	2000.00	118.65	8.000	21654.25	
54	Feb 27, 2002	2000.00	105.87	8.000	1881.35	15581.95
55	Mar 27, 2002	2000.00	84.00	8.000	1894.13	13687.82
56	Apr 27, 2002	2000.00	79.98	8.000	1916.00	11771.82
57	May 27, 2002	2000.00	64.78	8.000	1920.02	9851.80
58	Jun 27, 2002	2000.00	53.79	8.000	1935.22	7916.59
59	Jul 27, 2002	2000.00	39.26	8.000	1946.21	5970.37
60	Aug 27, 2002	2000.00	27.24	8.000	1960.74	4009.63
61	Sep 27, 2002	2050.71	13.84	8.000	1972.76	2036.87
SUBTOTAL:		18050.71	587.42		2036.87	0.00
GRAND TOTAL:		122050.71	22050.71		17463.29	
					100000.00	

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT C

SH Utilities hereby represents that there are no outstanding regulatory assessment fees, fines or refunds owed.


James A. Cochran, President
SH Utilities, Inc.

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT D

A statement describing financing of the purchase, including a list of entities providing funding to the buyer.

The Agreement of Sale (Exhibit B) outlines the financing of the purchase. The Seller agrees to hold a purchase money balloon mortgage in the amount of \$100,000.00 at eight percent interest per annum to be repaid in accordance with the amortization schedule attached to the agreement. The balance of the transaction is to be cash.

Copies of the Buyer's and Seller's financial statements are available if required for approval of certificate transfer.

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT E

The net book value of SH Utilities, Inc. as reflected by SH Utilities 1996 annual report balance sheet is attached.

Net book value will be adjusted by accumulated depreciation and amortization, actual cash on hand, receivables and liabilities as of the actual date of the transfer (anticipated prior to August 27, 1997).

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ 106593	\$ 106593
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-3	<u>77229</u>	<u>73450</u>
Net Utility Plant -----		\$ 29364	\$ 33143
Cash -----		2492	958
Customer Accounts Receivable (141) -----		5145	5304
Other Assets (Specify): -----			
NON UTILITY PROPERTY -----		7367	7367
MISC. DEFERRED DEBITS -----		4066	4066
		<u> </u>	<u> </u>
Total Assets -----		\$ 48434	\$ 50838
Liabilities and Capital:			
Common Stock Issued (201) -----	F-6	1000	1000
Preferred Stock Issued (204) -----	F-6		
Other Paid in Capital (211) -----		49796	49796
Retained Earnings (215) -----	F-6	-62734	-60484
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6	<u> </u>	<u> </u>
Total Capital -----		\$ -11936	\$ -9688
Long Term Debt (224) -----	F-6	\$	\$
Accounts Payable (231) -----			
Notes Payable (232) -----			
Customer Deposits (235) -----			
Accrued Taxes (236) -----		1607	1532
Other Liabilities (Specify) -----			
Loan from officer -----		53758	51710
		<u> </u>	<u> </u>
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-6	<u>5009</u>	<u>7308</u>
Total Liabilities and Capital -----		\$ 48434	\$ 50838

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT F

No acquisition adjustment is requested at this time.

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT G

The Seller, SH Utilities, Inc. was contacted regarding provision of copies of federal income tax returns. These returns include all the Seller's corporate financial information and not just that of the utility system. Therefore, for reasons of confidentiality, the Seller prefers not to provide full copies of the returns but will share any information necessary for consummation of sale agreement/certificate transfer.

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT H

Representatives of Lindrick Service Corporation have inspected SH Utilities, Inc.'s water system and satisfied themselves that the system is in satisfactory operating condition, and is being operated in compliance with all applicable standards set by the Department of Environmental Protection.



Joseph R. Borda
President
Lindrick Service Corporation

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBITS I, J & K

Affidavits that the notice of actual application was given to all governing bodies, customers and published in a newspaper of general circulation will follow.

A copy of the form of notice is attached.

LEGAL NOTICE

Notice is hereby given on _____, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Water Certificate No. 111-W from SH Utilities, Inc. to Lindrick Service Corporation, providing service to the following described territory in Pasco, Florida.

For the Shamrock Heights area in Township 26 South, Range 16 East, Pasco County.

Sections 17 & 18 - Begin at the Southeast corner of the Southwest 1/4 of Northwest 1/4, thence due North 1620 feet, thence due West 1160 feet to the Southeast right of way line of U.S. 19, thence Southwesterly to the point of intersection of said Southeast right of way line of U.S. 19 with the North right of way line of S. R. S-518, thence East along said North right of way line of S. R. S-518 to the Point of Beginning.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT L

Evidence that the utility owns the land upon which the utility facilities are located is provided by the copies of tax bills for the utility systems parcels attached herewith.

1996 REAL ESTATE

P&L 09386-03

PARCEL 17-26-16-0060-00000-01

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MIKE OLSON, TAX COLLECTOR, PASCO COUNTY, P.O. BOX 276, DADE CITY FL 33526-0276

ASSESSD VAL 4297 SHAMROCK HTS NO 2 MB 2 PG MLCD 62
 HMSTD EX 8 S1/2 LOT 14 & N1/2 LOT 15
 OTHER EX RB 913 PG 892
 TAXABLE VAL 4297

PAID #1

SH UTILITY INC
7552-4 CONGRESS ST
NEW PORT RICHEY FL 34653-1106

11/27/96 *PAID* 135352 89

|||||

THIS IS YOUR RECEIPT. THANK YOU.

PROPERTY TAX RECEIPT • PASCO COUNTY FLORIDA

1996 REAL ESTATE

P&L 09415-04

PARCEL 17-26-16-0260-00000-10

--	--	--	--	--	--

MIKE OLSON, TAX COLLECTOR, PASCO COUNTY, P.O. BOX 276, DADE CITY FL 33526-0276

ASSESSD VAL 5390 SHAMROCK HTS NO 5 B 8 P 87 MLCD 62
 HMSTD EX LOT 169
 OTHER EX RB 913 PG 892
 TAXABLE VAL 5390

PAID #2

SH UTILITY INC
7552-4 CONGRESS ST
NEW PORT RICHEY FL 34653-1106

11/27/96 *PAID* 135353 112

|||||

THIS IS YOUR RECEIPT. THANK YOU.

PROPERTY TAX RECEIPT • PASCO COUNTY FLORIDA

1996 TANGIBLE PERSONAL PROPERTY

P&L 20491-18

ACCOUNT S-00047-00

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MIKE OLSON, TAX COLLECTOR, PASCO COUNTY, P.O. BOX 276, DADE CITY FL 33526-0276

ASSESSD VAL 25430 WATER SYSTEM MLCD 62
 EXEMPTIONS SHAMROCK HEIGHTS
 TAXABLE VAL 25430 093 0000 0000 00000
 PENALTY

SH SYSTEM

S H UTILITY INC
7552 CONGRESS ST STE 4
NEW PORT RICHEY FL 34653-1106

11/27/96 *PAID* 135354 528

|||||

THIS IS YOUR RECEIPT. THANK YOU.

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT M

Lindrick Service Corporation has in place a water tariff which will be amended by inclusion of SH Utilities service area description and rates. An original and two copies of the following tariff pages are submitted for approval:

<u>Tariff Page</u>	<u>Sheet Number</u>
Territory Served	3.0
Description of Territory Served	3.1
Communities Served Listing	4.0
Index of Rate Schedules	16.0
General Service, GS - Shamrock Heights	17.1
Residential Service, RS - Shamrock Heights	18.1

SECOND REVISED SHEET 3.0
CANCELS FIRST REVISED SHEET 3.0

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 157W

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5613	12/27/72	C-72670-W	
5797	7/5/73	C-73117-W	
7282	6/11/76	760277-W	Amendment
9275	3/10/80	790791-WS	Amendment

(Continued to Sheet No. 3.1)

Joseph R. Borda
ISSUING OFFICER

President
TITLE

SECOND REVISED SHEET 3.0
CANCELS FIRST REVISED SHEET 3.0

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 157W

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

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(Continued to Sheet No. 3.1)

Joseph R. Borda
ISSUING OFFICER

President
TITLE

SECOND REVISED SHEET 3.0
CANCELS FIRST REVISED SHEET 3.0

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 157W

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

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(Continued to Sheet No. 3.1)

Joseph R. Borda
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A PORTION OF GOVERNMENT LOT #1, SECTION #1 and FRACTIONAL PARTS OF SECTION #12 AND SECTION #13, TOWNSHIP 26, SOUTH, RANGE 15 EAST AND FRACTIONAL PARTS OF SECTIONS #6, 7, 8, 17 AND 18, TOWNSHIP 26, SOUTH, RANGE 16 EAST.

ALSO, FOR THE SHAMROCK HEIGHTS COMMUNITY, IN TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY.

Sections 17 & 18 - Begin at the Southeast corner of the Southwest 1/4 of Northwest 1/4, thence due North 1620 feet, thence due West 1160 feet to the Southeast right of way line of U.S. 19, thence Southwesterly to the point of intersection of said Southeast right of way line of U.S. 19 with the North right of way line of S. R. S-518, thence East along said North right of way line of S. R. S-518 to the Point of Beginning.

Joseph R. Borda
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A PORTION OF GOVERNMENT LOT #1, SECTION #1 and FRACTIONAL PARTS OF SECTION #12 AND SECTION #13, TOWNSHIP 26, SOUTH, RANGE 15 EAST AND FRACTIONAL PARTS OF SECTIONS #6, 7, 8, 17 AND 18, TOWNSHIP 26, SOUTH, RANGE 16 EAST.

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Joseph R. Borda
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

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Joseph R. Borda
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Pasco	Shamrock Heights	RS,GS	17.1, 18.1
Pasco	Gulf Harbors	RS, GS	17.0, 18.0
Pasco	Gulf Harbors Woodlands	RS, GS	17.0, 18.0
Pasco	Gulf Landings	RS, GS	17.0, 18.0

Joseph R. Borda
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Pasco	Shamrock Heights	RS,GS	17.1, 18.1
Pasco	Gulf Harbors	RS, GS	17.0, 18.0
Pasco	Gulf Harbors Woodlands	RS, GS	17.0, 18.0
Pasco	Gulf Landings	RS, GS	17.0, 18.0

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LINDRICK SERVICE CORPORATION

INDEX OF RATE SCHEDULES

	<u>Sheet Number</u>
General Service, GS	17.0
General Service, GS - Shamrock Heights	17.1
Residential Service, RS	18.0
Residential Service, RS - Shamrock Heights	18.1
Fire Hydrants	19.0
Held for Future Use	20.0

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WATER TARIFF

GENERAL SERVICERATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers in the Shamrock Heights community for which no other schedule applies.

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

BILLING PERIOD - Bi-Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 11.32
1"	\$ 28.31
1 1/2"	\$ 56.64
<u>Gallage Charge</u> per 1,000 gallons	\$ 1.87

MINIMUM CHARGE - Base Facility Charge per two month \$ 11.32

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Joseph R. Borda
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WATER TARIFF

GENERAL SERVICERATE SCHEDULE GS

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ISSUING OFFICER

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TITLE

NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 11.32
<u>Gallage Charge</u> per 1,000 gallons	\$ 1.87
- MINIMUM CHARGE - Base Facility Charge per two month \$ 11.32
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
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Joseph R. Borda
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President
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NAME OF COMPANY Lindrick Service Corporation

WATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service purposes in private residences and individually metered apartment units in the Shamrock Heights community.

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BILLING PERIOD - Bi-Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 11.32
<u>Gallage Charge</u> per 1,000 gallons	\$ 1.87

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Joseph R. Borda
ISSUING OFFICER

President
TITLE

Application for Sale of SH Utilities, Inc.
to Lindrick Service Corporation

EXHIBIT N

A copy of SH Utilities current certificate is attached. Upon approval of transfer of the utility certificate and facilities to Lindrick Service Corporation, the original Certificate will be submitted to Florida PSC.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

111-W

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

S H Utilities, Inc.

Whose principal address is

1674 Central Drive

Port Richey, Florida 33568

(Pasco)

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

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


ORDER 16633 DATED 9/25/66 DOCKET 861187-WU

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Director, Division of Records & Reporting


Executive Director