

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code:

030458-WU

FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Pursuant to Section 367.071, Florida Statutes)

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

The undersigned hereby makes application for the transfer of the majority organizational control of **HOLIDAY UTILITY COMPANY, INC.**, utility operating under Water Certificate No. 224-W and/or Wastewater Certificate No. N/A located 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 seller:

HOLIDAY UTILITY COMPANY, INC.

Phone No. (727) 934-5964

Office street address:
3130 Shipwatch Drive
Holiday, Florida 34691

Mailing address:
P.O. Box 27
Tarpon Springs, Florida 34688

Internet Address:
N/A


PSC/ECR 015-R (Rev. 2/91)



Water and Wastewater Utility
Operations, Maintenance,
Engineering, Management

Victoria Penick
Vice President / Administrative Director
Cell: 727-639-5522
vpuswc@aol.com

4821 U.S. Highway 19, Suite 2 • New Port Richey, FL 34652
Phone: 727-848-8292 • Fax: 727-848-7701 • Toll Free: 866-753-8292

 **COPY**
DOCUMENT NUMBER: DATE
04672 MAY 23 8
FPSC-COMMISSION CLERK

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

Victoria Penick, Preparer/US Water Services Corp (727) 848-8292
(or)
Melody Mickler, Current Utility Manager (727) 532-3069
3130 Shipwatch Drive
Holiday, Florida 34691

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

Utility: Holiday Utility Company, Inc.
Buyer: Holiday Waterworks Corporation
Mr. Gary Deremer

Street Address: 4821 US Highway 19, Suite 2
New Port Richey, Florida 34652
(866) 753-8292

Mailing address: Same

Internet address if applicable: n/a

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Gary Deremer, President
5320 Captains Court
New Port Richey, Florida 34652

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit - A statement by the buyer 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.

Please see attachment marked "Part II Exhibit A".

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

None. Please see attachment marked "Part II Exhibit B".

- C) Exhibit - A copy of the purchase agreement.

Please see attachments marked "Part II Exhibit C and C.1"

- D) Exhibit - A statement of how the buyer is financing the purchase.

Please see attachment marked "Part II Exhibit D/E".

- E) Exhibit - A list of all entities, including affiliate which have provided or will 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.

Please see attachment marked "Part II Exhibit D/E".

- F) Exhibit - 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 DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) 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 violations, 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.

Please see attachment marked "Part II Exhibit F".

PART III NOTICE OF ACTUAL APPLICATION

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

(1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

(2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;

(3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;

(4) the regional planning council;

(5) the Office of Public Counsel;

(6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;

(7) the appropriate regional office of the Department of Environmental Protection; and

(8) the appropriate water management district. Copies of the notice and a list of entities noticed shall accompany the affidavit.

THESE ITEMS WILL BE PROVIDED AS A LATE FILED EXHIBIT.

B) Exhibit - 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.

WILL BE PROVIDED AS A LATE-FILED EXHIBIT.

C) Exhibit - 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.

WILL BE PROVIDED AS A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$750.00 (for water system under 500 ERC's) included and attached to Exhibit IV A.

PART V OTHER

- A) Exhibit - Evidence that the utility owns the land where the utility treatment facilities are located. If 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.

Please see attachments Exhibit V A and V A.1 covering property assignment for wells 2,3 and 4. Easement agreement provided for well 1.

- B) Exhibit - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. Sample tariff sheets are attached.

Please see attachment Exhibit V B.

- C) Exhibit - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

Please see attachment Exhibit V C.

PART VI AFFIDAVIT

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

BY:

[Signature] / Pres.
Applicant's Signature For
Holiday Waterworks Corporation
Gary Deremer

GARY DEREMER
Applicant's Name (Typed)

President
Applicant's Title *
Holiday Waterworks Corporation

Subscribed and sworn to before me this 22nd day of the month of May

in the year of 2003 by Gary Deremer who is

personally known to me or produced the following identification

Type of Identification Produced

[Signature]
Notary Public's Signature

Print, Type or Stamp **Cecil R. Delcher**
Commission # DD102261
Expires May 1, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public

Name of

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

**Part II
Financial and Technical Information**

Exhibit A

**Transfer of Major Control
PSC Application – Holiday Utility Company**

The Holiday Utility Company was established many years ago and has been maintained as a family owned entity since that time. As the service area is developing, it has become more complicated to maintain and requires a higher level of expertise in dealing with regulatory requirements and quality control. The Principal of Holiday Waterworks Corporation (buyer), Mr. Gary Deremer, has many years experience in private and public water and wastewater operations, maintenance and compliance. It is felt that the expertise that will be afforded Holiday Utility Company will certainly benefit the local service area and bring the management of the Utility to a higher level of sophistication and customer service.

It is the intention of Mr. Deremer and Holiday Waterworks Corporation to fulfill the commitments, obligations and representations of the seller with regard to utility matters.

Please see resume of Gary Deremer included within this Exhibit.

Please see Exhibit D/E for Mr. Deremer's financial statement.

HOLIDAY WATERWORKS **CORPORATION**

4821 U.S. Highway 19, Suite 2
New Port Richey, Florida 34652

Ph: 727-848-8292 Fx: 727-848-7701
Toll: 1-866-753-8292

GARY DEREMER - Resume

Founder and President:

Twenty years of progressive, successful experience in all phases of water and wastewater services including professional consulting, engineering, complete utility operations, environmental laboratory services, maintenance, management and construction.

Current Professional Experience:

U.S. Water Services Corporation – Principal Founder and President, Mr. Deremer is responsible for overall strategic growth, management, business development and quality control of utility design, construction, operation and maintenance.

Past professional experience provides first hand knowledge of all aspects of water and wastewater utility operation, design, regulatory requirements, engineering, maintenance, construction, laboratory services, distribution and collection systems, operation of excavation equipment, vacuum and closed circuit televising trucks, sealing & grouting equipment, pipeline installation, lift station repair and rehabilitation, and overall business management.

Additionally, extensive experience related to reverse osmosis, lime softening, ion exchange filtration, activated carbon, pressure and gravity filtration, iron removal, extended aeration, contact stabilization, nitrogen and phosphorus removal, high level disinfection, advanced waste treatment, sequential batch reactors, rotating biological contactors, trickling filters, rapid infiltration basins, spray fields, wetland treatment & disposal systems, reuse and reclaim systems and surface water discharges.

Responsibilities include preparation of various technical reports, policies and plans relating to water conservation, water distribution cross connection control, emergency operation procedures, auxiliary power generation, disaster preparedness, capacity analysis for water and wastewater systems, unaccounted water studies, safety programs and oversight of all other regulatory reports. Provides contract negotiations for private and public utilities relating to bulk water and wastewater agreements, service territories and associated fee and rate schedules.

City of Port Richey – Currently, and for several years, has maintained the appointed public position of Consulting Director for the City of Port Richey, Florida, Public Utility System serving over 9000 residents.

Atlantic Utility Services Company– As Vice President of Operations and a stockholder of this minority business enterprise, Mr. Deremer is responsible for all aspects of utility design, construction, operation and maintenance of various water and wastewater treatment systems.

Community Utilities of Florida, Inc. - Founder and President. Parent company to several investor owned water utility systems located in Pasco County, Florida.

Past Professional Experience:

American Water Services, Inc.

- 11/00 – 04/03 General Manager and Vice President for the State of Florida and Caribbean Operation and Maintenance Division of American Water Services, Inc., formerly known as Azurix North America, H₂O Utility Services and Culligan Operating Services; responsibilities included planning, budgeting, staffing, business development, training, and provision of overall management, leadership and direction for the Division. The division consisted of more than 150 employees with estimated annual sales in excess of \$18,000,000.00 for the year 2002.
- Prepared and implemented a merger plan to amalgamate H₂O Utility Services, Inc., & Culligan Operating Services into a Florida Operations and Maintenance Group. The merger plan provided the foundation and blueprint for the Florida Operations and accurately identified areas of administrative consolidation including office locations, equipment and staffing resources, the cross marketing of business lines within and outside of the Florida group, the creation of geographical regions to enhance customer service and increase profitability, and future markets. The plan was successfully implemented in January 2001 as demonstrated by achieving target margins, staffing stability, increased market share and notable growth.
- The merger plan covered the selection and development of key management personnel, the creation of detailed job descriptions and compensation packages remunerating vital personnel based upon performance and profitability within respective venues. In addition, detailed job descriptions were produced, market salary surveys were conducted and progressive job

classifications were developed for all levels of staffing. An adjustment was made to realign compensation levels commensurable to licensing, responsibility, training and experience.

- Coordinated company name change to Azurix North America which included re-assignment of numerous contracts, updating of company identification with respect to signage, letterhead, uniforms, vehicles, etc., and qualifying Azurix North America as a State of Florida General Contractor, Engineering Firm and Certified Environmental Laboratory.
- Developed new accounting practices and procedures to document, identify and track profitability for each of the five regions, Engineering and Laboratory divisions.
- Secured in excess of \$160,000,000.00 in aggregate value of new business in the areas of utility operation, maintenance and construction during the year of 2001.
- In late 2001 expanded to create an additional region in the US Virgin Islands. Initial presence in the market was established, the region became self-supportive in regard to revenue, high levels of growth were obtained.
- Letters were received during the year 2001 recognizing the contributions of the Florida Operations and Maintenance division for outstanding service from Hillsborough County, Suwannee Utility District, City of Port Richey, Palm Beach County School Board, Florida Department of Environmental Protection as well as other clients.

Founder H2O Utility Services, Inc. 1993

- President from inception to 2000 when this company was sold to Azurix/American Water Services, Inc. As a utility operations and maintenance company, the company primarily provided utility related services within the State of Florida. In 1998 the company was expanded to provide Engineering, General Contracting and Laboratory Services. The company experienced progressive growth and substantial profitability and became part of a national company at the time of sale.
- Provided contract management of public, private and individual utilities serving a population of more than 450,000 residents.
- Provided operation, maintenance and management for more than 300 separate water treatment and distribution facilities including 450 groundwater wells ranging in size from .035 MGD to 2.0 MGD.

- Provided operation, maintenance and management for more than 180 separate wastewater treatment and collection facilities ranging in size from .005 MGD to 4.0 MGD.
- Supervised the maintenance activities for various municipal water treatment and distribution systems, and wastewater collection systems with capacities up to 60.0 MGD, including large scale piping system repairs up to 48 inches in diameter.
- Supervised and coordinated all phases of utility related construction project management, including design, design-build, and design-build-operate projects.

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

- Managed a twenty million dollar water and wastewater utility system. Utility system services approximately 9,000 residents in West Pasco County, Florida. Developed and implemented plans and procedure for the efficient operation and maintenance of the City's utility system.
- Revised the City of Port Richey Backflow Prevention Ordinance, providing for a Cross Connection Control Program.
- Conducted feasibility studies for private utility systems acquisition.
- Supervised personnel engaged in utility billing, inspection, water and wastewater operation, and maintenance.
- Presented a water conservation style rate structure to the City Council, which subsequently became an ordinance.
- Evaluated work performance of subordinates, initiated personnel actions relating to hiring, retention, promotion, discipline, and termination.
- Participated in new employee orientation, trained and instructed subordinates.
- Made recommendations to City Council regarding sufficiency of rates, capital improvements, budgeting, staffing and Utility related contracts.

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

- Performed as Plant Operator II in 65 MGD lime softening filtration plant.
- Monitored influent and effluent pumping rates, controlled operation of four well fields, performed well field preventive maintenance schedules.
- Conducted lab procedures in water quality analysis, assisted in controlling stock of chemicals used for treatment processes.

- Operated centrifugal pumps, limeslakers, solid contact basins, rapid sand filters, coagulation /flocculation feed equipment, aerators, emergency power generators, chlorination equipment, and booster pump stations.
- Assisted with the preparation of the Department of Environmental Regulation reporting; training new personnel and conducted public tours of the treatment facility.

Field Supervisor- Pasco County Utilities – 1983 – 1985:

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

Extracurricular Professional Activities:

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

Education:

- California State University, Sacramento. Advanced Waste Treatment Course. January 1994.
- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Wastewater Collection. Technology training Course. September 1993
- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Water Distribution B Technology Training Course. April 1993.
- Florida Chamber of Commerce Environmental Permitting Summer School. July 1991, August 1990.
- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Wastewater Collection Class C Technology Training Course. August 1991.
- California State Univ. Sacramento. Operation of Wastewater Treatment Plants. Volume I: July 1991. Volume II: August 1991.
- Pinellas Vocational Technical Institute. Florida Water and Pollution Control Operators Association. Backflow Prevention Assembly Tester Training Course. September 1990.

- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Water Distribution Class C Technology Training Course. August 1990.
- California State University Sacramento. Operation and Maintenance of Wastewater Collection Systems. Volume I: June 1990. Volume II: September 1990.
- California State University, Sacramento. Operation and Maintenance of a Water Distribution System. February 1990 .
- Michigan State University. Supervisory Management in the Water/Wastewater Field. November 1990.
- University of Florida. Water Treatment Plant Operations Course. December 1988.
- California State University, Sacramento. Water Treatment Plant Operation. Volume I: January 1988. Volume II: July 1988.
- Pinellas Vocational Technical Institute. Water Operations Training Program Class C. December 1986.
- Florida Water and Pollution Control Operators Association. Water and Wastewater Treatment. Annual Short School. December 1986. October 1987. February 1988.

Professional Certifications:

- State of Florida, Department of Business and Professional Regulation: Licensed Water Treatment Plant Operator, Certification (#COA5894)
 - **Class A** February 1989
 - **Class B** August 1988
 - **Class C** February 1987
 - **Class D** November 1986
- State of Florida, Department of Business and Professional Regulation; Licensed Wastewater Treatment Plant Operator. Certification (#COB8727).
 - **Class B** July 1994
 - **Class C** May 199
 - Wastewater Collection Technician. **Class A** Certification #358 July 1997
 - Wastewater Collection Technician. **Class B** Certification #563. October 1993.
 - Wastewater Collection Technician. **Class C** Certification #1351. August 1991.
 - Backflow Prevention Assembly Tester. Certification #7.
 - Water Distribution Technician. **Class A** Certification #285 July 1997

- Water Distribution Technician.
Class B Certification #371, April 1993.
- Water Distribution Technician.
Class C Certification #996. August 1990

Professional Memberships:

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

Part II
Financial and Technical Information

Exhibit B

Transfer of Major Control
PSC Application – Holiday Utility Company

No other utility systems are owned by the Holiday Waterworks Corporation.

Part II
Financial and Technical Information

Exhibit C

Transfer of Major Control
PSC Application – Holiday Utility Company

Please see attached in additional exhibit C.1.

STOCK PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") dated the 25 day of April, 2003 (the "Effective Date") between Holiday Waterworks Corp and/or assigns (the "Buyer"), at P.O. Box 398, New Port Richey, Florida 34652, and Elaine Mickler individually, and as Personal Representative of the Estate of Bartley L Mickler, Deceased ("the Seller") and other shareholders (collectively, the "Seller") at Holiday, Florida, sets forth the terms and conditions by which the Buyer shall acquire all of the outstanding stock of HOLIDAY UTILITY, INC., a Florida corporation (the "Company"). The Buyer and Seller are referred to collectively as the "Parties".

RECITALS

WHEREAS, Seller owns all the issued and outstanding stock of the Company that operates a water utility business located in Pasco County, Florida.

WHEREAS, Seller desires to sell and Buyer desires to purchase all of the issued and outstanding stock of the Company (the "Company Stock") on and subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the Parties agree as follows:

1. Purchase and Sale of Stock: Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller and the Seller agrees to sell, transfer, assign, and deliver to the Buyer, the Company Stock free and clear of any Encumbrances on the Closing Date against receipt by Seller of the Purchase Price.

2. Purchase Price: In consideration for the sale of the Company Stock, the Buyer agrees to pay Seller Eighty Thousand and 00/100 Dollars (\$80,000.00), with Five Thousand and 00/100 Dollars (\$5,000.00) down and the balance on or before April 30, 2003.

3. The Closing: The Closing of the transactions contemplated by this Agreement shall take place at ALLGOOD & MISEMER, P.A., 5645 Nebraska Ave., New Port Richey, Florida 34652, on April 30, 2003, however, such date may be extended by mutual agreement of the Buyer and Seller.

At the Closing, the Seller shall deliver to the Buyer stock certificates representing the Company Stock, in each case with stock powers attached hereto duly executed in blank, resignations of such directors and officers as Buyer may request, the Stock and Minute Books, the Corporate Seal of the Company, and a certificate of good standing from the state of incorporation of the Company and the appropriate corporate resolutions of the Company authorizing the transactions contemplated by this Agreement.

4. Representations and warranties of the Seller: the Seller represents and warrants that:

- (i) it has all the requisite power and authority to enter into this Agreement;
- (ii) the Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida;
- (iii) the authorized capital stock of the Company consists of 99 shares of common stock, of which 99 shares are issued and outstanding, duly authorized, validly issued, fully paid and non assessable.
- (iv) this Agreement and its consummation will not conflict with or result in a breach of the Company's bylaws.
- (v) the Buyer has been provided with the most recent Financial Statements (Exhibit A") for the Company, and that they have been maintained in accordance with generally accepted accounting principles and there are no undisclosed Liabilities associated with the Company;
- (vi) to the knowledge of the Seller and the Company, there are no violations of any Environmental, Health, and Safety law;
- (vii) the Company has good and marketable title to all real property purported to be owned in fee and good and merchantable title to all personal property free and clear of all Encumbrances, except for the property where the wells are located at Anclote (see Exhibit "A"). The company has a lease on the well located at Westwood (see Exhibit "B").

5. Agreements through Closing: the Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the following conditions:

- (i) the representations and warranties of Seller will be accurate at and as of the Closing Date as though such representations and warranties had been made at and as of such date;

6. Termination: Anything herein to the contrary notwithstanding, this Agreement shall terminate upon the occurrence of any of the following events: (i) by mutual consent of buyer and Seller or (ii) written notice from the Buyer to Seller or Seller to the Buyer if the Closing has not occurred on or before one hundred and twenty (120) days from the date of this Agreement.

7. Indemnification:

- (i) Buyer agrees to indemnify the Seller and the Company against any litigations brought against the Seller or the Company involving this stock sale.
- (ii) Buyer accepts the Assets at Closing on an as is condition and basis with all faults. No claim, indemnification or adjustment to the purchase price will be made for repairs, maintenance or improvements required after the Closing Date to the assets, water systems, or any such components.

8. Covenants: Seller and Buyer agree as follows:

- (i) Operations: Seller agrees to provide reasonable assistance to the

Buyer in the administration and operation of the Business for a period of ninety (90) days after the Closing.

9. Public Service Commission Approval:

(i) The parties acknowledge that this transaction is subject to the jurisdiction of the Florida Public Service Commission (the "FPSC") and Section 367.071 of the Florida Statutes. Recognizing that FPSC approval of the transaction and transfer of the water certificate may not be accomplished on or before the Closing date, this Agreement shall be subject to modification, including rescission by mutual agreement, in the event the FPSC fails to approve the transfer. Furthermore, it is the understanding of the Parties that the Buyer is assuming all of the risk and expenses (including Seller's) of the regulatory approval process, or lack thereof, and as such, Seller agrees to fully cooperate with Purchaser to obtain such regulatory approvals. In the event the FPSC fails to approve the transaction, the Seller agrees to cooperate with the Buyer to the maximum extent reasonably possible in Buyer's efforts to sell the Company to another entity.

(ii) The Buyer promptly and at its sole cost and expense shall apply for all necessary approvals and authorization required from the FPSC, and agrees to use its reasonable best efforts, at its sole cost and expense, to obtain such approvals and authorizations from the FPSC.

10. General Provisions:

(i) Expenses: The Parties to this Agreement shall be responsible for his or its own expenses incurred in connection with this Agreement including any broker's fees.

(ii) Further Assistance: Seller shall execute and deliver without additional expense to the Buyer such additional documents as are reasonably necessary to transfer the Business to the Buyer.

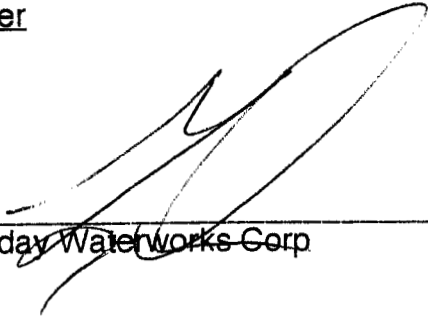
(iii) Governing law: This Agreement supersedes all previous agreements and understandings between the Parties and shall be governed by all construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida.

(iv) Default: In the event of a default, the non-defaulting party shall be entitled to its cost of enforcing its rights, including court costs, arbitration costs, and attorney fees.

(v) Modification and Waiver: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understandings with the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties making the waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective as of the date first written above.

Buyer



Holiday Waterworks Corp

Sellers



Elaine Mickler
as Personal Representative of the
Estate of Bartley L. Mickler, deceased.



Elaine Mickler
Individually

Executed by Buyer on
April 25th, 2003

Executed by Seller on
April 25th, 2003

Exhibit "B" As To Stock Purchase Agreement

PREPARED BY AND RETURN TO:
D. Scott Douglas, Esquire
Macfarlane, Ferguson &
McMullen
400 Cleveland Street
Post Office Box 1669
Clearwater, Florida 34617

GRANT OF EASEMENT

THIS INDENTURE made and entered into this ____ day of October, 1996, by and between DIMMITT CAR LEASING, INC., Grantor, a Florida Corporation, Grantor, whose mailing address is 25191 U.S. Highway 19 North, Clearwater, FL 34623 and HOLIDAY UTILITIES, INC. Grantee, whose mailing address is Route 1, Box 268, Tarpon Springs, FL 33589.

W I T N E S S E T H:

WHEREAS, Grantor is seized in fee simple and in possession of land lying in said Pasco County, Florida which is legally described and drawn on Exhibit "A" (the "Easement Parcel") attached hereto; and

WHEREAS, Grantee operates a water utility company from the Easement Parcel and Grantee desires to obtain an easement on the Easement Parcel which will allow the Grantee to continue to operate its water utility company; and

WHEREAS, Grantor has agreed, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to grant to the Grantee and all other persons claiming by, through or under Grantee, an easement over the land legally described in Exhibit "A", for the purposes and in the manner expressed below;

NOW, THIS INDENTURE, that, in pursuance of this agreement and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby agrees as follows:

EXHIBIT "A"

1. Grantor grants unto Grantee, Grantee's successors and assigns to Grantee an easement over the Easement Parcel for purposes of Grantee continuing to operate its water utility company.

2. This Grant of Easement to Grantee is an exclusive easement and for the duration of the easement the Grantee, Grantee's successors and assigns shall have sole right to possession of the Easement Parcel.

3. At such time as the Grantee, Grantee's successors and assigns shall no longer operate as a licensed utility on the Easement Parcel then this Grant of Easement shall lapse and have no further force and affect.

4. Grantee agrees to landscape the east 67 foot boundary, the south 87 foot boundary, and the west 57 west foot boundary of the Easement Parcel with landscaping which will shield the above ground improvements within the Easement Parcel from single family residential homes that may be built in or around the Easement Parcel. The Grantee may replace and maintain the existing above ground improvements but shall not add additional above ground improvements or increase the height of existing above ground improvements. ,

5. The Easement Parcel currently provides a 10 foot wide corridor for access to the Easement Parcel from Haver Street (Plat Name, Hickory Lane) and at such time as the Grantor, his successors or assigns shall develop the property around the Easement Parcel the access corridor may be relocated to provide a shorter access point to the Easement Parcel than currently exists at Haver Street.

6. It is understood and agreed that Grantor, and Grantor's heirs and assigns will be in no way bound to improve, maintain or construct underground utilities for Grantee's water utility company or to keep such utilities in repair.

7. The Grantee shall indemnify and hold harmless the Grantor from any claims against the Grantor, his successors and or assigns, which may be brought as a result of the Grantee, Grantee's successors or assigns, operation of the water utility company.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals the day and year first above written.

In the Presence of:

DIMMITT CAR LEASING, INC.

Print Name _____

Larry H. Dimmitt, Jr. (SEAL)
President

Print Name _____

HOLIDAY UTILITIES, INC.

Print Name _____

Bartley L. Mickler (SEAL)
President

Print Name _____

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Larry H. Dimmitt, Jr., as President of Dimmitt Car Leasing, Inc. me personally known or who has produced _____ as identification and who did take an oath, and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed and the capacity so stated.

WITNESS my hand and official seal at _____, said County and State, this ____ day of October, 1996.

Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of October, 1996, by Bartley L. Mickler, as President of Holiday Utilities, Inc. who is personally known to me or who has produced a Florida driver's license as identification and did take an oath.

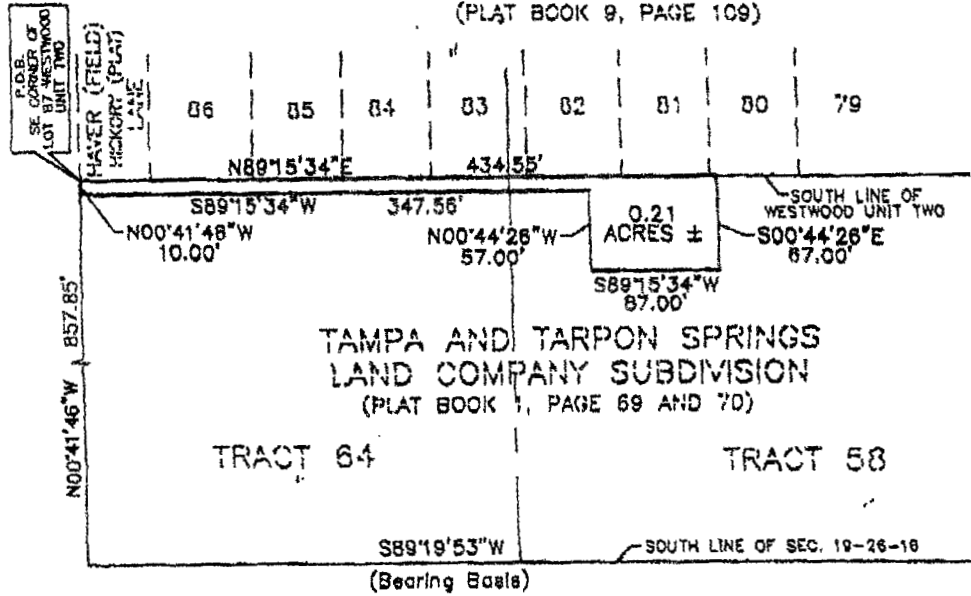
Notary Public
Print Name

My Commission Expires:

H:\DATA\ATY\DSD\OIMMITT\EASEMT.WAT

THIS IS NOT A SURVEY

WESTWOOD UNIT TWO
(PLAT BOOK 9, PAGE 109)



LEGAL DESCRIPTION

A portion of Tracts 58 and 64 of the Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1, on pages 69 and 70 of the Public Records of Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of Lot 87, Westwood Unit Two, as recorded in Plat Book 9, on page 109 of the Public Records of Pasco County, Florida; thence, along the South boundary line of said Westwood Unit Two, N89°15'34"E, for 434.55 feet; thence, leaving said South boundary line, S00°44'26"E, for 87.00 feet; thence S89°15'34"W, for 87.00 feet; thence N00°44'26"W, for 57.00 feet; thence S89°15'34"W, for 347.55 feet; thence N00°41'48"W, for 10.00 feet to the POINT OF BEGINNING and containing 0.21 acres more or less.

NOTES:

1. Sketch is a graphic representation and does not reflect a field survey.
2. Basis of Bearings: held the South line of Section 19, Township 26 South, Range 18 East, Pasco County, Florida. Said line bears, S89°19'53"W.
3. No title information furnished to the surveyor in conjunction with this sketch.

DIMMIT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

SCALE	DATE	DRAWN	CALCULATED	CHECKED
1"=100'	9/10/96	ACAD	V.G.B.	V.G.B.
ID. No.	SECTION	TOWNSHIP	RANGE	
3999-100-000.455	19	26 SOUTH	16 EAST	

I hereby certify that this legal description and sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61617-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Sketch and Legal Description not valid unless signed and embossed with Surveyor's Seal

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
SCIENTISTS • LANDSCAPE ARCHITECTS

24945 U.S. HIGHWAY 19 NORTH CLEARWATER, FLORIDA 34623
(813) 791-1441 • FAX (813) 791-9228

VINCENT G. BALLANTON
PROFESSIONAL SURVEYOR AND MAPPER # 5496

IN THE CIRCUIT COURT FOR PASCO COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF
BARTLEY L. MICKLER,

Deceased.

Case No. 99001454 CP

DIV - J

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN:

JUL 13 3 32 PM '99
CLERK OF CIRCUIT COURT
PASCO COUNTY, FLORIDA
FILED FOR RECORD



WHEREAS, BARTLEY L. MICKLER, as resident of Pasco County, Florida, died on April 5, 1999, owning assets in the State of Florida; and

WHEREAS, ELAINE L. MICKLER has been appointed Personal Representative of the Estate of the decedent and has performed all acts prerequisite to issuance of letters of administration in the estate;

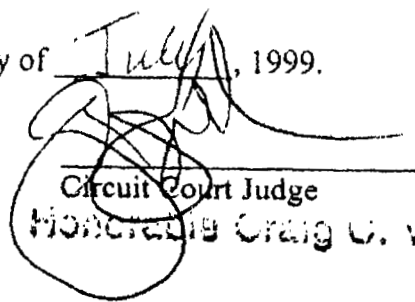
NOW, THEREFORE, I the undersigned Circuit Court Judge, declare ELAINE L. MICKLER, to be duly qualified under the laws of the State of Florida to act as Personal Representative of this Estate with full power to administer the Estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the Estate will permit and the law directs; and to make distribution of the Estate according to law.

WITNESS my hand and seal of this Court this 13 day of July, 1999.

STATE OF FLORIDA
COUNTY OF PASCO

I, Jed Pittman, Clerk of Circuit Court for Pasco County, Florida, and custodian of the records and seal thereof, do hereby certify that the foregoing LETTERS are a true and correct copy of the original on file in my office, and that said LETTERS are outstanding and unrevoked as of the date.

Witness my hand and official seal
this 13 day of July, 1999
JED PITTMAN Clerk of Circuit Court
by [Signature] Deputy Clerk


Circuit Court Judge
Honorable Craig C. Vinnanti

HCP NPR



CERTIFICATE

FOR 99 SHARES

OF THE Capital Stock

ISSUED TO

SHARES

NOTICE THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER

For Value Received, I hereby sell, assign and transfer unto Solidy Water Works Corp. Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint to transfer the said Stock on the books of the within named Corporation with full power of substitution in the premises.

Dated April 25 2003 Clairie Mueller
 In presence of Betty L. Driscoll

22

te



NUMBER

5

SHARES

99

Holroyd Mining Company
 INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

100 SHARES COMMON STOCK, NO PAR VALUE

This Certificate

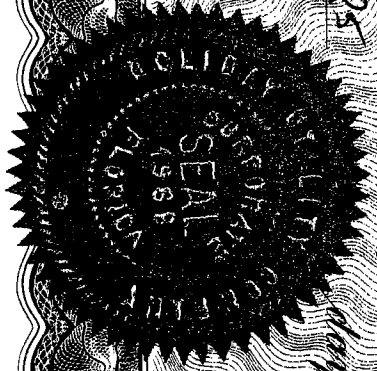
is validly issued by the Secretary of the Board of Directors of the
 Holroyd Mining Company, fully paid and non-assessable
 shares of the Company's capital stock.

It is hereby certified that the above named shares were issued to the
 person named hereon in full payment of the purchase price therefor
 and that the same are not subject to any lien or claim of any kind.

IN WITNESS WHEREOF, the said Corporation has caused this certificate to be signed
 by its duly authorized officers and its corporate seal to be hereunto affixed
 this 25th day of April, 1903.

Elaine Pfeiffer
 Secretary

Malcolm M. Miller
 President



DESCRIPTION OF

HOLIDAY UTILITY COMPANY SERVICE AREA

Commence at the Southwest corner of Section 24, Township 26 South, Range 15 East, Pasco County, Florida, for a Point of Beginning; thence run North along the West line of the Southwest 1/4 of said Section 24, a distance of 1,320 feet, more or less, to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 24; thence East along the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 24, a distance of 880 feet, more or less, to the West boundary of Beacon Square Unit 13-B as recorded in Plat Book 9, page 119 of the Public Records of Pasco County, Florida; thence South along said West boundary, a distance of 220 feet, more or less, to the Southwest corner of Lot 1696 of said Unit 13-B; thence East along the South boundary of said Unit 13-B and along the South boundary of Beacon Square Unit 13-A, as recorded in Plat Book 9, page 103 of the Public Records of Pasco County, Florida, and along the South boundary of Beacon Square Unit 12 as recorded in Plat Book 9, page 70 of the Public Records of Pasco County, Florida, a distance of 2,864.48 feet, more or less, to the Southeast corner of Lot 1467 of said Unit 12; thence North a distance of 220 feet, more or less, to the Northeast corner of Lot 1450 of said Unit 12; thence East, a distance of 62.75 feet, more or less, to the Southeast corner of Lot 1225 of Beacon Square Unit 10-A as recorded in Plat Book 9, pages 63 and 64 of the Public Records of Pasco County, Florida; thence North a distance of 85 feet, more or less, to the Northeast corner of said Lot 1225; thence East a distance of 250.74 feet, more or less, to

9/11/74 Edward A. Castleberry
S. M. S.

HOLIDAY UTILITY COMPANY SERVICE AREA (continued)

the Northwest corner of Lot 1229 of Beacon Square Unit 11-A as recorded in Plat Book 9, page 73 of the Public Records of Pasco County, Florida; thence South a distance of 85.51 feet, more or less, to the Southwest corner of said Lot 1229; thence East a distance of 40 feet, more or less, to the Southeast corner of said Lot 1229; thence North a distance of 85.72 feet, more or less, to the Northeast corner of said Lot 1229; thence East a distance of 1,188.80 feet, more or less, to the Northeast corner of Lot 1247 of said Unit 11-A; thence South a distance of 92.00 feet, more or less, to the Southeast corner of said Lot 1247; thence East along the South boundary of Beacon Square Unit 6 as recorded in Plat Book 8, page 139 of the Public Records of Pasco County, Florida, and along the South boundary of Beacon Square Unit 2 as recorded in Plat Book 8, page 103 of the Public Records of Pasco County, Florida, and along the South boundary of Beacon Square Unit 1 as recorded in Plat Book 8, page 37 of the Public Records of Pasco County, Florida, and along the South boundary of Beacon Square Unit 1-A as recorded in Plat Book 8, page 112 of the Public Records of Pasco County, Florida, a distance of 2,631.97 feet, more or less, to the Westerly right-of-way of State Road No. 55, Section 14030 (U. S. Highway No. 19), as it is now established; thence South along said right-of-way, a distance of 2,268 feet, more or less, to a point 380 feet, more or less, North of the intersection of said right-of-way with the South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 16 East; thence West a distance of 700 feet, more or less, to a point 380 feet, more or less, North and 530 feet, more or less, East of the Southwest corner of the

9/4/74 Edward A. Estlin
Gen. Mgr.

HOLIDAY UTILITY COMPANY SERVICE AREA (continued)

North-east 1/4 of the Northwest 1/4 of said Section 30; thence South a distance of 380 feet, more or less, to the South line of the North-east 1/4 of the Northwest 1/4 of said Section 30; thence West along said South line, a distance of 530 feet, more or less, to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence West along the South line of the North 1/4 of said Section 30, a distance of 1,320 feet, more or less, to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 30; thence West along the South line of the North 1/4 of Section 25, Township 26 South, Range 15 East, a distance of 5,280 feet, more or less, to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 25; thence South along the East line of Section 26,

Township 26 South, Range 15 East, and the East line of Section 35, Township 26 South, Range 15 East, a distance of 9,240 feet, more or less, to the Southeast corner of said Section 35; thence West along the South line of said Section 35, a distance of 4,620 feet, more or less, to the Northeast corner of Tract 22 of Tampa-Tarpon Springs Land Company Subdivision of Section 2, Township 27 South, Range 15 East, as recorded in Plat Book 1, page 116 of the Public Records of Hillsborough County of which Pinellas County formerly was a part; thence South along the East line of said Tract 22 and its Southerly extension thereof, a distance of 2,165 feet, more or less, to the mean high water line of the North bank of the Anclote River; thence meander in a Northwesterly direction along said mean high water line, a distance of 3,590 feet, more or less, to the Easterly boundary of the property owned by the Florida Power Company, as described in the final judgment

9/4/74 Edward A. Lally
G & M.

HOLIDAY UTILITY COMPANY SERVICE AREA (continued)

of Civil Circuit No. 2015 dated February 23, 1971 and recorded February 23, 1971 in Official Record Book No. 531, page 31, as Clerk's Instrument No. 263921 of the Public Records of Pasco County, Florida; thence North along the Easterly boundary of said Florida Power Company property, a distance of 7,950 feet, more or less, to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 26 South, Range 15 East; thence East a distance of 1320 feet, more or less, along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 27, to the Northwest corner of the Southwest 1/4 of said Section 26; thence East a distance of 1,320 feet, more or less, along the North line of the Northwest 1/4 of the Southwest 1/4 of said Section 26, to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 26; thence North a distance of 1,320 feet, more or less, to the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 26; thence East a distance of 1,320 feet, more or less, to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 26; thence North a distance of 1,320 feet, more or less, along the West line of the Northeast 1/4 of said Section 26; thence East a distance of 2,640 feet, more or less, along the North line of said Section 26 to the Point of Beginning.

9/4/74 Edward A. Justice

Part II
Financial and Technical Information

Exhibit C.1

Transfer of Major Control
PSC Application – Holiday Utility Company

Please see attached in addition to exhibit C.

LAND PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") dated the 25 day of April, 2003 (the "Effective Date") between Holiday Waterworks Corp. and/or assigns (the "Buyer"), at P.O. Box 398, New Port Richey, Florida 34652, and Elaine Mickler individually, and as Personal Representative of the Estate of Bartley L Mickler, Deceased ("the Seller") at Holiday, Florida, sets forth the terms and conditions by which the Buyer shall acquire the property at Anclote, where the wells are located (see Exhibit "A"). The Buyer and Seller are referred to collectively as the "Parties".

RECITALS

WHEREAS, Seller desires to sell and Buyer desires to purchase the property at Anclote, where the wells are located (see Exhibit "A"), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the Parties agree as follows:

1. Purchase and Sale of Land: Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller and the Seller agrees to sell, transfer, and deliver to the Buyer, the land at Anclote, where the wells are located (see Exhibit "A"), by Quit-Claim Deed, on the Closing Date against receipt by Seller of the Purchase Price.

2. Purchase Price: In consideration for the sale of the land, the Buyer agrees to pay Seller Twenty Thousand and 00/100 Dollars (\$20,000.00), with one Thousand and 00/100 Dollars (\$1,000.00) down and the balance on or before April 30, 2003.

3. The Closing: The Closing of the transactions contemplated by this Agreement shall take place at ALLGOOD & MISEMER, P.A., 5645 Nebraska Ave., New Port Richey, Florida 34652, on April 30, 2003, however, such date may be extended by mutual agreement of the Buyer and Seller.

At the Closing, the Seller shall deliver to the Buyer, by Quit-Claim Deed, the land at Anclote where the wells are located (see Exhibit "A").

4. Representations and warranties of the Seller: the Seller represents and warrants that:

- (i) it has all the requisite power and authority to enter into this Agreement;
- (ii) the Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida;
- (iii) this Agreement and its consummation will not conflict with or result in a breach of the Company's bylaws.

(iii) Governing law: This Agreement supersedes all previous agreements and understandings between the Parties and shall be governed by all construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida.

(iv) Default: In the event of a default, the non-defaulting party shall be entitled to its cost of enforcing its rights, including court costs, arbitration costs, and attorney fees.

(v) Modification and Waiver: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understandings with the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties making the waiver.

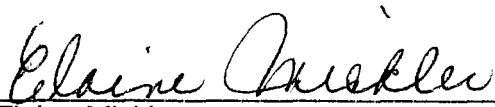
IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective as of the date first written above.

Buyer

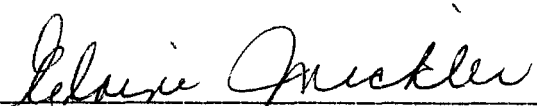


Holiday Waterworks Corp.

Sellers



Elaine Mickler
as Personal Representative of the
Estate of Bartley L. Mickler, deceased.



Elaine Mickler
Individually

Executed by Buyer on
April 25th, 2003

Executed by Seller on
April 25th, 2003

Exhibit A

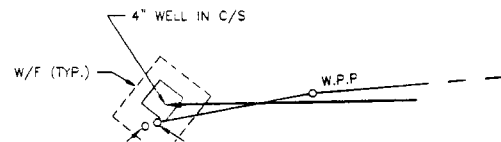
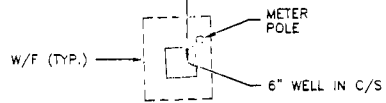
wells at Onelabo

To be Surveyed

SHIP 26 S. RANGE 15 E. SCALE 1"=30'

UNPLATTED

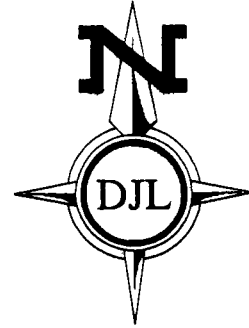
200.5'



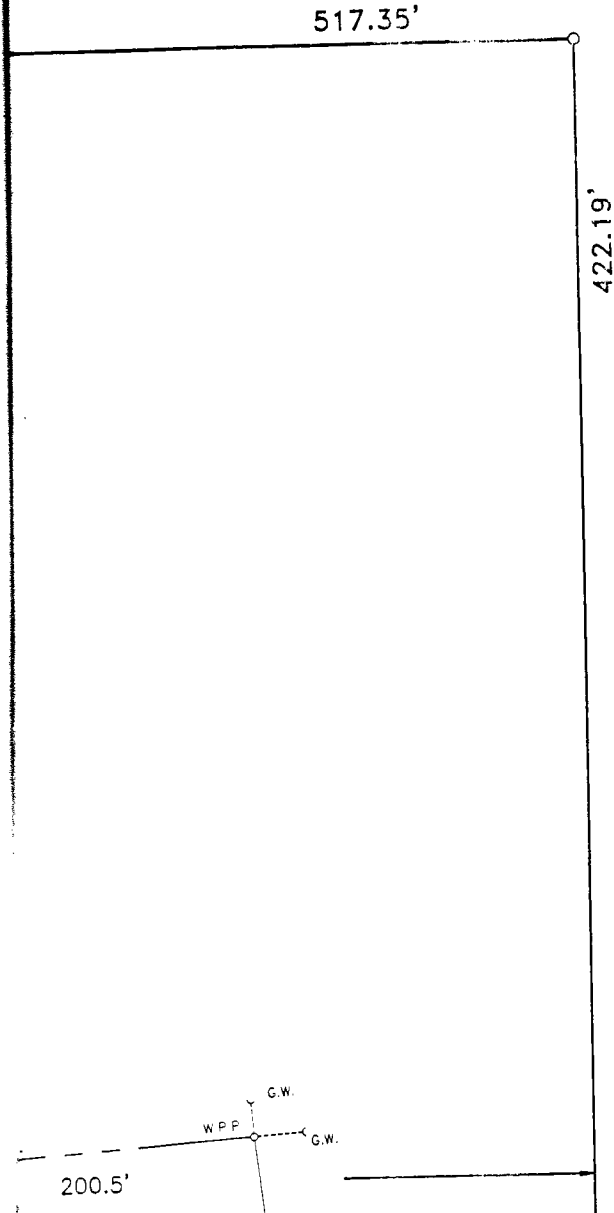
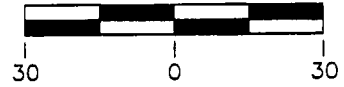
LEGEND

- SET 1/2" IRON ROD (NO. L.B. 5789)
- SET DISK (SIZE AND NO. AS NOTED)
- FOUND IRON ROD (SIZE AND NO. AS NOTED)
- FOUND IRON PIPE (SIZE AND NO. AS NOTED)
- ⊠ FOUND NAIL AND DISK (SIZE AND NO. AS NOTED)
- FOUND CONC. MONUMENT (4"x4" UNLESS OTHERWISE NOTED)
- ⊗ FOUND NAIL
- ⊙ FOUND AXLE
- △ SET WOODEN HUB
- Σ NOT TO SCALE

ASSUMED



SCALE IN FEET



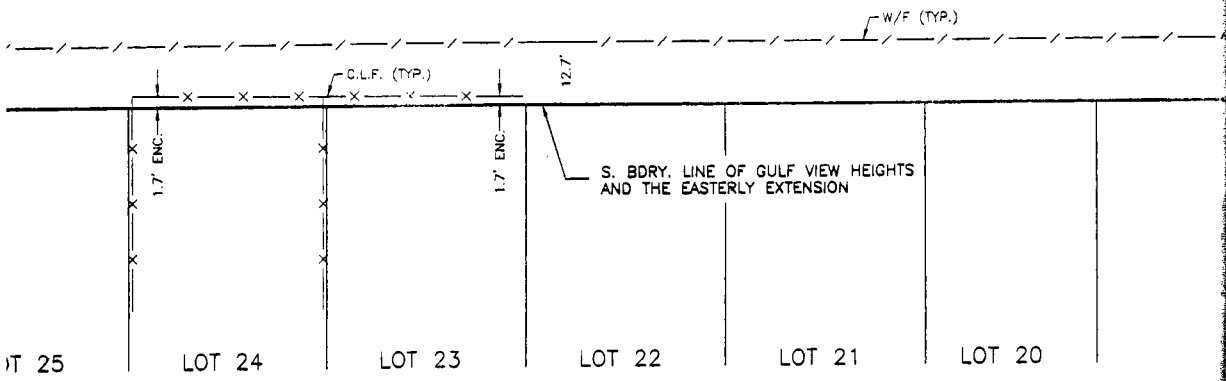
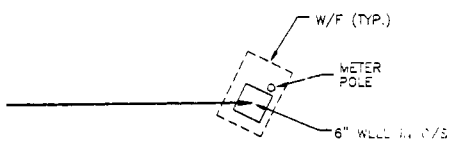
UNPLATTED

IE N.W. 1/4 OF SEC. 35

WATER SPIGOT ○

⊠ GATE VALVE

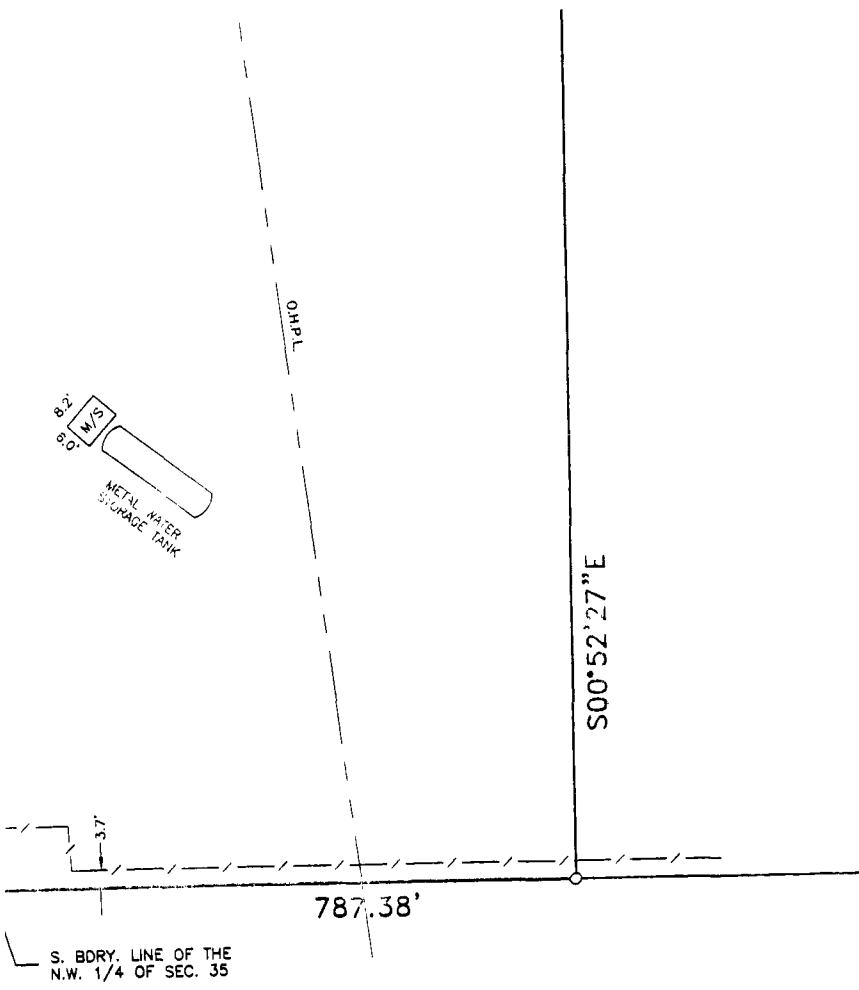
○ 2" PLASTIC PIPE



THE EXISTING RESIDE
COMMUNITY PANEL

SENT TO AND CERTIFIED FOR:

JAMES DREHER
3119 BLUFF BOULEVARD
HOLIDAY, FL 34690



UNPLATTED

BOUNDARY SURVEY

AND/OR THE BUILDABLE LOT AREA APPEARS TO BE IN A "B&C" FLOOD ZONE ON THE NATIONAL FLOOD MAP DATED 3/15/84 THE BASE FLOOD ELEVATION IS SHOWN TO BE N/A FEET.

DJL SURVEYING COMPANY INC. (L.B. 5789)
 PHONE: (727) 845-8084 / (727) 848-8900 FAX: (727) 845-5496
 8324 CORPORATE WAY (P.O. BOX 791) NEW PORT RICHEY, FL 34653

DRAWN BY: E.W.
CHECKED BY: <i>[Signature]</i>
DATE: 04/24/03
ORDER NO. 03-0387
MAP NO. D-1823

CERTIFICATION NOT VALID AFTER 90 DAYS FROM DATE OF SURVEY OR UPDATE	
DATE	REVISIONS

CERTIFICATION
 I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
[Signature] 5/12/03
 DENNIS J. DEEK P.S.M. NO. 2689
 NOT VALID WITHOUT EMBOSSED SEAL

NOTES

- 1.) NUMBERS SHOWN IN PARENTHESIS INDICATE ELEVATIONS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (10.00) DENO
- 2.) THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO THE RULES, REGULATIONS, ORDINANCES, AND/OR JURISDICTIONS OF LOCAL, STATE, AND THE REQUIREMENTS OF SAID RULES, REGULATIONS, ORDINANCES AND/OR THE LIMITS OF SAID JURISDICTIONS ARE NOT SHOWN HEREON UNLE
- 3.) THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SUR CERTIFIES TO THE DATE OF FIELD WORK AND NOT THE SIGNATURE DATE.
- 4.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND OTHER
- 5.) PRIOR TO THE CONSTRUCTION AND/OR RELIANCE ON THE FLOOD ZONE NOTE, THE BUILDING DEPARTMENT SHOULD BE CONTACTED FOR VERII
- 6.) UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING BUILDING FOUNDATIONS, HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN HEREON
- 7.) ANGLES, BEARINGS AND/OR DISTANCES DEPICTED HEREON ARE DESCRIBED AND MEASURED UNLESS SHOWN OTHERWISE.
- 8.) PROPOSED BUILDING DIMENSIONS NOT TO BE RELIED UPON FOR USE DURING CONSTRUCTION PHASES.
- 9.) ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE AND/OR UTILITIES UNLESS SHOWN OTHERWISE.
- 10.) THIS SURVEY OR SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- 11.) BEARING MERIDIAN ESTABLISHED FROM THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF SECTION 35, IN REFERENCE TO AN ASSUMED BEARING OF S 89°07'33"W.

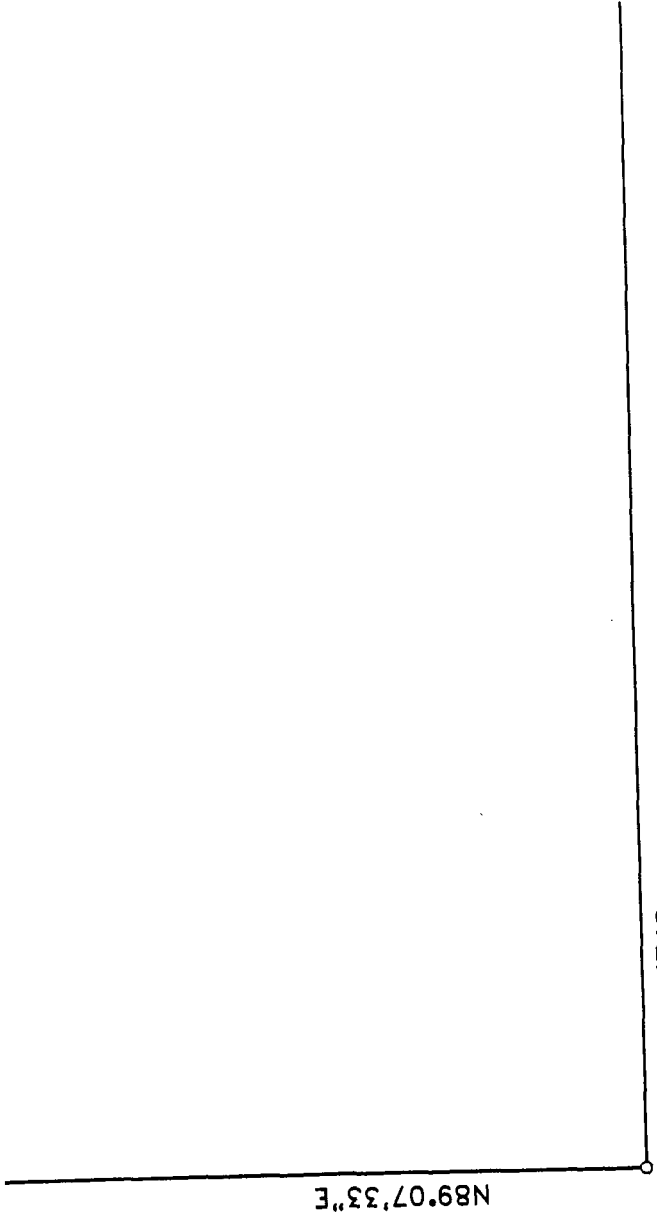
DESCRIPTION:

A PORTION OF THE TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, NORTH 87°42'53" WEST, 15.00 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF THE ORIGINAL 15.00 FOOT TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION RIGHT-OF-WAY IN SECTION 34, NORTH 01°27'28" EAST, 49.21 FEET; THENCE NORTH 89°07'33" EAST, 283.01 FEET; THENCE NORTH 00°52'27" WEST, 372.19 FEET; THENCE NORTH 89°07'33" EAST, 517.35 FEET; THENCE SOUTH 00°52'27" EAST, 422.19 FEET; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, ALSO BEING THE NORTH BOUNDARY LINE OF GULF VIEW HEIGHTS AND THE EASTERLY EXTENSION THEREOF AS SHOWN ON PLAT RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SOUTH 89°07'33" WEST, 787.38 FEET TO THE POINT OF BEGINNING.

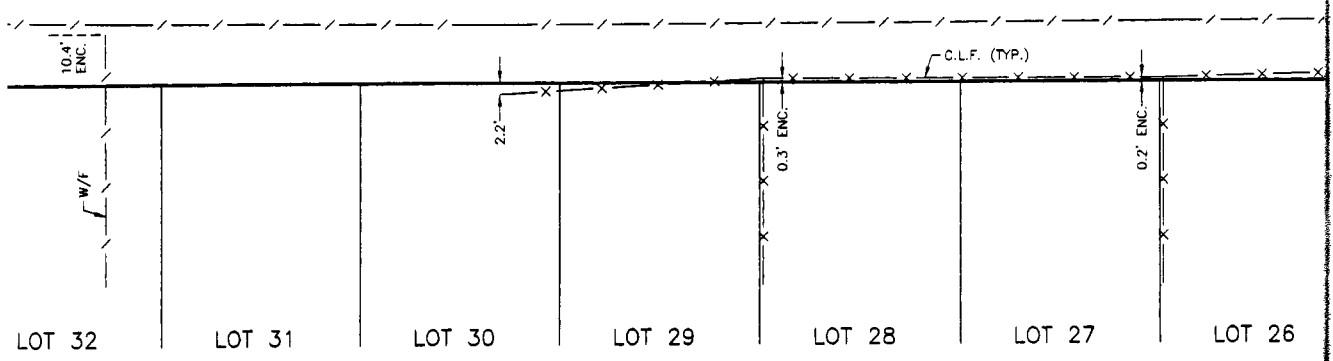
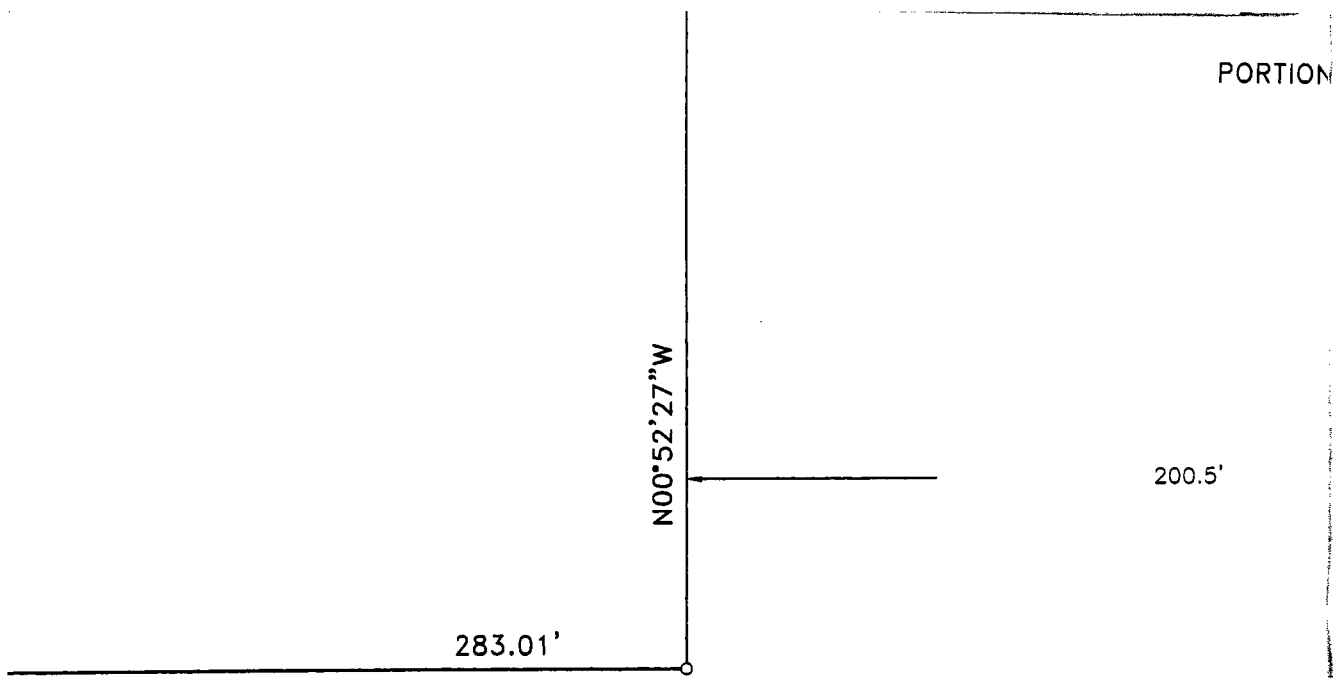
THE WESTERLY 60.00 FEET THEREOF SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.

CONTAINING 5.340 ACRES MORE OR LESS.



ELEVATION IN FEET ABOVE SEA LEVEL.
FEDERAL AGENCIES.
STATED OTHERWISE.
OR AND MAPPER, AND
TERS OF RECORD.
TION OF FLOOD ZONE.

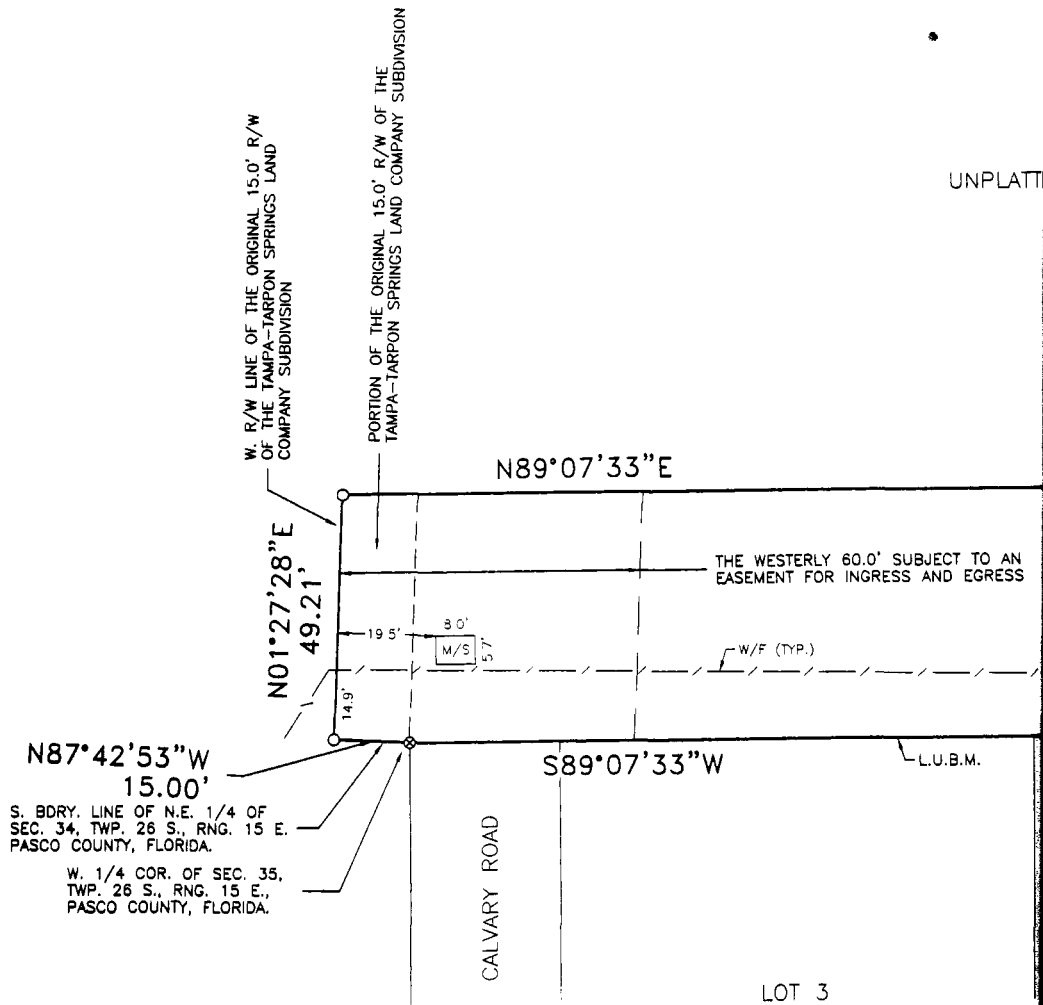
TOWN SECTION 35



GULF VIEW HEIGHTS

P.B. 3, PG. 63

- OVERHEAD POWER LINE
- OFFICIAL RECORD BOOK
- LOWEST FLOOR ELEVATION
- PERMANENT CONTROL POINT
- POINT OF COMPOUND CURVATURE
- POINT OF REVERSE CURVATURE
- PERMANENT REFERENCE MONUMENT
- LINE USED FOR BEARING MERIDIAN
- 0 SURVEYOR
- 0 SURVEYOR BUSINESS
- PROFESSIONAL SURVEYOR AND MAPPER
- LOWEST HORIZONTAL STRUCTURAL MEMBER



ABBREVIATIONS

SEC. = SECTION	ST. = STREET	CHD. = CHORD	G.W. = GUY WIRE	W.P.P. = WOOD POWER POLE	O.H.P.
TWP. = TOWNSHIP	DR. = DRIVE	BRNG. = BEARING	DIA. = DIAMETER	R/W = RIGHT-OF-WAY	O.R.
RNG. = RANGE	RD. = ROAD	POR. = PORTION	COL. = COLUMN	W/C = WITNESS CORNER	L.F.E.
(F) = FIELD	LA. = LANE	ENC. = ENCROACHMENT	STY. = STORY	R/P = REFERENCE POINT	P.C.P.
(P) = PLATTED	CIR. = CIRCLE	T.O.B. = TOP OF BANK	FL. = FLOOR	P.C. = POINT OF CURVATURE	P.C.C.
(D) = DESCRIBED	CT. = COURT	WD.FM. = WOOD FRAME	PG. = PAGE	P.I. = POINT OF INTERSECTION	P.R.C.
(M) = MEASURED	AVE. = AVENUE	S/P = SCREEN PORCH	P.B. = PLAT BOOK	P.O.B. = POINT OF BEGINNING	P.R.M.
EL. = ELEVATION	BLVD. = BOULEVARD	C/S = CONCRETE SLAB	BDRY. = BOUNDARY	C.L.F. = CHAIN LINK FENCE	L.U.B.
NO. = NUMBER	RES. = RESIDENCE	M/S = METAL SHED	COR. = CORNER	C/L = CLOSURE LINE	L.S.
N/N = NO NUMBER	COV. = COVERED	W/F = WOOD FENCE	CONC. = CONCRETE	A/C = AIR CONDITIONING	L.B.
TYP. = TYPICAL	GAR. = GARAGE	C/W = CONCRETE WALK	B.M. = BENCHMARK	E.O.P. = EDGE OF PAVEMENT	P.S.M.
¢ = CENTERLINE	BLDG. = BUILDING	C/D = CONCRETE DRIVE	APP. = APPROXIMATE	C.B. = CONCRETE BLOCK	L.H.S.

Part II
Financial and Technical Information

Exhibits D and E

Transfer of Major Control
PSC Application – Holiday Utility Company

The buyer, Holiday Waterworks Corporation, has executed the financial transaction relating to the purchase of the Holiday Utility Company, to take control and ownership pending PSC approval. The funds utilized for purchase were provided by the sole shareholder of Holiday Waterworks Corporation, Gary Deremer. Mr. Deremer's financial statement is included for your review.

GARY A. AND PATRICIA S. DEREMER
STATEMENT OF ASSETS AND LIABILITIES
(ESTIMATED VALUE BASIS)
OCTOBER 22, 2002

J. S. BAILLIE, JR.
CERTIFIED PUBLIC ACCOUNTANT
2153 GRAND BLVD.
HOLIDAY, FL 34690
(727) 937-6650

October 28, 2002

Gary A. and Patricia S. Deremer
New Port Richey, Florida

We have compiled the accompanying Statement of Assets and Liabilities (Estimated Value Basis) of Gary A. and Patricia S. Deremer as of October 22, 2002, and related selected information, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of the owners. We have not audited or reviewed the accompany financial statement and related selected information and, accordingly, do not express an opinion or any other form of assurance on it.

Further, as described in Note 1, the financial statement departs from generally accepted accounting principles in that your estimate of market values has been substituted for the historical cost of certain assets and the effect of this departure from generally accepted accounting principles on financial position has not been determined.

You have elected also to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about our financial position and changes in it. Accordingly, this financial statement is not designed for those who are not informed about such matters.

Respectfully submitted,



J. S. Baillie, Jr.
Certified Public Accountant

GARY A. AND PATRICIA S. DEREMER
STATEMENT OF ASSETS AND LIABILITIES
(ESTIMATED VALUE BASIS)
OCTOBER 22, 2002

ASSETS:

Cash	
Checking Accounts	\$ 566,000
Active Asset Accounts	91,500
Marketable Securities	70,000
Deferred Compensation	127,445
Office Building	1,323,000
Personal Residence - Schooner Place	650,000
Developed Lots	
Seaforest Drive	40,000
Commercial - Fire Station Road	150,000
Multi Family - Fire Station Road	70,000
Mooring Lots - Gulf Harbors	80,000
Personal Property	200,000
Watercraft (4 vessels)	80,000
Vehicle - 2001 Ford F150 Truck	14,000
Note Receivable - American Water	311,500
Escrow Account - American Water	155,750
Deferred Payment - American Water	120,000
Note Receivable - Lindrick Service Corp.	111,250

TOTAL ASSETS: 4,160,445

LIABILITIES:

Notes Payable	
Vehicle - 2001 Ford F150 Truck	12,000
Personal Residence	350,000
Office Building	874,000
Reserved for Income Taxes on Unrealized Appreciation	222,600

TOTAL LIABILITIES: 1,458,600

EXCESS OF ASSETS OVER LIABILITIES: \$ 2,701,845

SEE ACCOUNTANT'S COMPILATION REPORT

GARY A. AND PATRICIA S. DEREMER
SELECTED INFORMATION
SUBSTANTIALLY ALL DISCLOSURES REQUIRED BY
GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ARE OMITTED
OCTOBER 22, 2002

Note 1 - Owners' Estimated Values:

The owners have substituted their estimate of market values for historical cost of all assets unless noted otherwise in the notes which follow.

Note 2 - Deferred Compensation:

The amount represents Mr. and Mrs. Deremer's fully vested portion of the investment in personal and company retirement plans. The details are as follows:

Publix Markets 401K Plan	\$ 30,541
Publix Markets ESOP	43,181
H2O Utility Services, Inc. 401K Plan	40,643
National Deferred Retirement	5,547
Morgan Stanley Dean Witter IRA	2,918
Morgan Stanley Dean Witter IRA	4,615
Total	<u>\$ 127,445</u>

Note 3 - Note Receivable, Escrow Account and Deferred Payments-American Water

Mr. Deremer previously owned 44.67% of H2O Utility Services, Inc. On November 15, 2000 he, along with the other stockholders of the company, entered into an agreement to sell the corporation to Azurix, a publicly traded company. Azurix was later merged into American Water. The amounts represent the balances of obligations due Mr. Deremer under that contract, subject to the various terms and conditions of the contract.

Note 4 - Reserved for Income Taxes on Unrealized Appreciation:

The excess of estimated values over historical cost, if realized, would result in income taxes at capital gains tax rates, unrealized income represented by the deferred compensation, if realized, would result in income taxes at ordinary income tax rates, therefore, a provision for income taxes has been made accordingly.

Part II
Financial and Technical Information

Exhibit F

Transfer of Major Control
PSC Application – Holiday Utility Company

After review of the existing Holiday Utility Company operation, while the overall system is in working order, it is noted that the following improvements are required:

Repiping of Wells 2,3,4	\$ 6,000.00
Add Air Volume Controls	\$ 4,000.00
Add Perimeter Fencing of Well Property	\$ 6,000.00
Institute a Meter Change Out Programs	Cost To Be Determined
Revise Utility Maps	\$ 3,000.00

Part III
Notice of Actual Application

Exhibits A.1 – A.8

Transfer of Major Control
PSC Application – Holiday Utility Company

- 1. Will be a late filed exhibit.**
- 2. Will be a late filed exhibit.**
- 3. Will be a late filed exhibit.**
- 4. Will be a late filed exhibit.**
- 5. Will be a late filed exhibit.**
- 6. Will be a late filed exhibit.**
- 7. Will be a late filed exhibit.**
- 8. Will be a late filed exhibit.**

Part III
Notice of Actual Application

Exhibit B

Transfer of Major Control
PSC Application – Holiday Utility Company

Notice to customers will be a late filed exhibit.

Part III
Notice of Actual Application

Exhibit C

Transfer of Major Control
PSC Application – Holiday Utility Company

Notice in Newspaper Publication will be a late filed exhibit.

**Part IV
Notice of Actual Application**

Filing Fee

**Transfer of Major Control
PSC Application – Holiday Utility Company**

**Please find attached filing fee totaling \$750.00 to cover Holiday Utility Company,
ERC capacity under 500.**

7309

HOLIDAY UTILITY COMPANY, INC.

P.O. BOX 27
TARPON SPRINGS, FL 34688-0027
(727) 934-5964

DATE 5/22/03

63-1214-631

PAY
TO THE
ORDER OF

Public Service Commission State of Florida

\$ 750 ⁰⁰/₁₀₀

Seven Hundred Fifty + ⁰⁰/₁₀₀

DOLLARS

 Security Features
Included
Details on Back



FIRST NATIONAL BANK
TARPON SPRINGS, FL 34689

FOR Filing Fee - Transfer Money Control

MP

**Part V
Other**

Exhibit A

**Transfer of Major Control
PSC Application – Holiday Utility Company**

Well No 1:

Provided in a written easement. Please see Exhibit A.1, copy attached.

Wells 2,3 and 4:

Please find attached original description of Holiday Utility Company Well Field dated July 19, 1974 and current quit claim deed indicating the property assigned to the wells and effecting our purchase. The Quit Claim Deed provides for change of ownership of the wells and the surrounding properties for Wells 2,3 and 4.

DESCRIPTION OF

HOLIDAY UTILITY COMPANY WELL FIELD

A portion of the Southwest 1/4 of Section 19, Township 26 South, Range 16 East, and a portion of the Northwest 1/4 of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, all being further described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 19 for a Point of Beginning; the same being the Northwest corner of the Northwest 1/4 of said Section 30; thence run Northerly along the West line of the Southwest 1/4 of said Section 19; a distance of 1,021.95 feet to the Westerly extension of the South line of Lot 101 of Westwood Unit Two as shown on the Plat recorded in Plat Book 9, Page 109 of the Public Records of Pasco County, Florida; thence run Easterly, a distance of 154.20 feet to the Southwest corner of Lot 101 of said Westwood Unit Two; thence continue Easterly along the South boundary of said Westwood Unit Two, a distance of 761.58 feet to the Northwest corner of Lot 89 of said Westwood Unit Two; thence run Southerly along the West line of said Westwood Unit Two, a distance of 220 feet to the Southwest corner of Lot 87 of said Westwood Unit Two; thence run Easterly along the South boundary of said Westwood Unit Two, a distance of 1,220 feet to the Southeast corner of Lot 41 of said Westwood Unit Two; thence run Southerly along the Southerly extension of the East boundary line of Lot 41 of said Westwood Unit Two, a distance of 1,192 feet, more or less, to the North line of the Harvey-Speer parcel described

HOLIDAY UTILITY COMPANY WELL FIELD (Continued)

in Official Record Book 509, Page 20 of the Public Records of Pasco County, Florida; thence Westerly, a distance of 856 feet, more or less, to the Northwest corner of said Harvey-Speer parcel; thence run Southerly, a distance of 1,000 feet to the Southwest corner of said Harvey-Speer parcel; said point also being on the North line of Aloha Gardens Subdivision; thence run Westerly along the North line of said Aloha Gardens Subdivision, a distance of 1,277.63 feet to the West line of the Northwest 1/4 of said Section 30; thence Northerly along the West line of the Northwest 1/4 of said Section 30, a distance of 1,244 feet, more or less, to the Point of Beginning.

The above described parcel contains 91.3 acres, more or less.

Return to and prepared by
KENNETH R. MISEMER
ALLGOOD & MISEMER, P.A.
5645 Nebraska Avenue
New Port Richey, FL 3465 Parcel

QUIT CLAIM DEED

This Indenture made this 14th day of May, A.D. 2003,

Between ELAINE MICKLER, Individually and as Personal Representative of the Estate of Bartley L. Mickler, deceased, 3130 Shipwatch Drive, Holiday, FL 34691, party of the first part,
and HOLIDAY UTILITY COMPANY, 2202 Bailey's Bluff Road, Holiday, FL 34691, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration Ten Dollars and other valuable considerations, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Pasco, State of Florida, to wit:


SEE ATTACHED EXHIBIT "A"


To Have and To Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:


Kenneth R. Misemer


Elaine Mickler, Individually
And as Personal Representative
of the Estate of Bartley L.
Mickler, deceased


Ernestine V. Sanders

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this

This instrument was prepared from information furnished by the parties without benefit of title examination.

1. Grantor grants unto Grantee, Grantee's successors and assigns to Grantee an easement over the Easement Parcel for purposes of Grantee continuing to operate its water utility company.

2. This Grant of Easement to Grantee is an exclusive easement and for the duration of the easement the Grantee shall have sole right to possession of the Easement Parcel.

3. At such time as the Grantee shall no longer operate Holiday Utilities as a licensed utility with (name of licensor) on the Easement Parcel then this Grant of Easement shall lapse and have no further force and affect.

4. Grantee agrees to landscape the east 67 foot boundary, the south 87 foot boundary, and the west 57 west foot boundary of the Easement Parcel with landscaping which will shield the above ground improvements within the Easement Parcel from single family residential homes that may be built in or around the Easement Parcel. The Grantee may replace and maintain the existing above ground improvements but shall not add additional above ground improvements or increase the height of existing above ground improvements.

5. The Easement Parcel currently provides a 10 foot wide corridor for access to the Easement Parcel from Haver Street (Plat Name, Hickory Lane) and at such time as the Grantor, his successors or assigns shall develop the property around the Easement Parcel the access corridor may be relocated to provide a shorter access point to the Easement Parcel than currently exists at Haver Street.

6. It is understood and agreed that Grantor, and Grantor's heirs and assigns will be in no way bound to improve, maintain or construct underground utilities for Grantee's water utility company or to keep such utilities in repair.

7. The Grantee shall indemnify and hold harmless the Grantor from any claims against the Grantor, his successors and or assigns, which may be brought as a result of the Grantee, Grantee's successors or assigns, operation of the water utility company.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals the day and year first above written.

In the Presence of:

DIMMITT CAR LEASING, INC.

Print Name _____

Larry H. Dimmitt, Jr.
President

Print Name _____

HOLIDAY UTILITIES, INC.

Print Name _____

Bartley L. Mickler by POA Elvira Mickler

Bartley L. Mickler
President

Print Name _____

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Larry H. Dimmitt, Jr., as President of Dimmitt Car Leasing, Inc. me personally known or who has produced _____ as identification and who did take an oath, and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed and the capacity so stated.

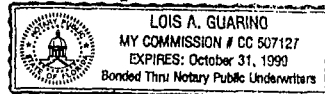
WITNESS my hand and official seal at _____, said County and State, this ____ day of _____, 1996.

Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

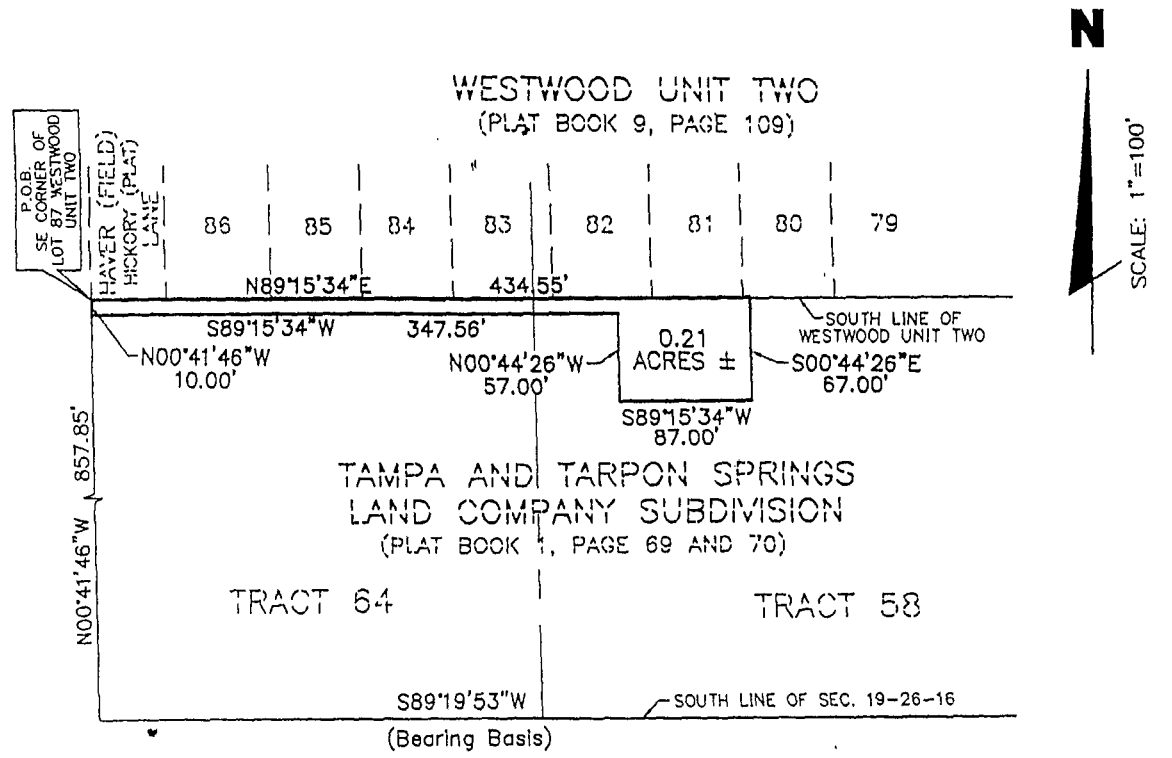
The foregoing instrument was acknowledged before me this 22nd
day of October, 1996, by Bartley L. Mickler, as President of
Holiday Utilities, Inc. who is personally known to me or who has
produced a Florida driver's license as identification and did take
an oath.

Lois A. Guarino
Notary Public
Print Name
My Commission Expires:



H:\DATA\ATY\DSD\DIMMITT\EASEMT.WAT

THIS IS NO. A SURVEY



LEGAL DESCRIPTION

A portion of Tracts 58 and 64 of the Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1, on pages 69 and 70 of the Public Records of Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of Lot 87, Westwood Unit Two, as recorded in Plat Book 9, on page 109 of the Public Records of Pasco County, Florida; thence, along the South boundary line of said Westwood Unit Two, N89°15'34"E, for 434.55 feet; thence, along said South boundary line, S00°44'26"E, for 67.00 feet; thence S89°15'34"W, for 87.00 feet; thence N00°44'26"W, for 57.00 feet; thence S89°15'34"W, for 347.55 feet; thence N00°41'46"W, for 10.00 feet to the POINT OF BEGINNING and containing 0.21 acres more or less.

NOTES:

1. Sketch is for graphic representation and does not reflect a field survey.
2. Basis of Bearings: held the South line of Section 19, Township 26 South, Range 16 East, Pasco County, Florida. Said line bears, S89°19'53"W.
3. No title information furnished to the surveyor in conjunction with this sketch.

DIMITT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

SCALE 1"=100'	DATE 9/10/96	DRAWN ACAD	CALCULATED V.G.B.	CHECKED V.G.B.
JOB No. 3999-100-000.455	SECTION 19	TOWNSHIP 26 SOUTH	RANGE 16 EAST	

I hereby certify that this legal description and sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

Sketch and Legal Description not valid unless signed and embossed with Surveyor's Seal
CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
SCIENTISTS • LANDSCAPE ARCHITECTS

24945 U.S. HIGHWAY 19 NORTH CLEARWATER, FLORIDA 34623
(813) 791-1441 • FAX: (813) 791-9228

Vincent G. Ballanton
VINCENT G. BALLANTON
PROFESSIONAL SURVEYOR AND MAPPER # 5498
STATE OF FLORIDA

**Part V
Other**

Exhibit B

**Transfer of Major Control
PSC Application – Holiday Utility Company**

Utility name and rates remain the same, no change in corporate structure. Updated current TARIFF with current issuing officer assuming purchase is approved by PSC.

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and Individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| 5/8" x 3/4" | \$ 5.37 |
| 1" | \$ 13.45 |
| 1 1/2" | \$ 26.90 |
| 2" | \$ 43.07 |
| 3" | \$ 86.11 |
| 4" | \$ 134.56 |
| 6" | \$ 269.14 |
- Gallon Charge Per
1,000 Gallons \$ 1.36
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - 5/14/2003
Gary Deremer
ISSUING OFFICER
- TYPE OF FILING - 2000 Price Index
President
TITLE

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and Individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| 5/8" x 3/4" | \$ 5.37 |
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- EFFECTIVE DATE - 5/14/2003 Gary Deremer
ISSUING OFFICER
- TYPE OF FILING - 2000 Price Index President
TITLE

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and Individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| 5/8" x 3/4" | \$ 5.37 |
| 1" | \$ 13.45 |
| 1 1/2" | \$ 26.90 |
| 2" | \$ 43.07 |
| 3" | \$ 86.11 |
| 4" | \$ 134.56 |
| 6" | \$ 269.14 |
- Gallon Charge Per
1,000 Gallons \$ 1.36
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - 5/14/2003 Gary Deremer
ISSUING OFFICER
- TYPE OF FILING - 2000 Price Index President
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - AVAILABLE THOURGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY - FOR WATER SERVICE FOR ALL PURPOSES IN PRIVATE RESIDENCES AND INDIVIDUALLY METERED APARTMENT UNITS.

LIMITATIONS- SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND REGULATIONS OF THE COMMISSION.

RATE -

<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>	<u>GALLONAGE CHARGE</u>
5/8 "	\$ 3.61	.77 per 1000 gal.
1 "	9.03	.77
1 1/2 "	18.05	.77
2 "	28.88	.77
3 "	57.76	.77
4 "	90.25	.77
6 "	180.50	.77

BASE FACILITY CHARGE - PER MONTH

TERMS OF PAYMENT - BILLS ARE DUE AND PAYABLE WHEN RENDERED AND BECOME DELINQUENT OF NOT PAID WITHIN TWENTY (20) DAYS, AFTER FIVE (5) DAYS WRITTEN NOTICE, SERVICE MAY THEN BE DISCONTINUED.

VALID

Eleventh Revised Sheet No. 18.0
 Cancels Tenth Revised Sheet No. 18.0

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 5.37
	1"	\$ 13.45
	1 1/2"	\$ 26.90
	2"	\$ 43.07
	3"	\$ 86.11
	4"	\$ 134.56
	6"	\$ 269.14
	Gallonage Charge Per 1,000 Gallons	\$ 1.36

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - 09/11/2000 Melody Michkler
ISSUING OFFICER

TYPE OF FILING - 2000 Price Index President
TITLE

**Part V
Other**

Exhibit C

**Transfer of Major Control
PSC Application – Holiday Utility Company**

Copy of Utility Certificate attached.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

224-W

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

HOLIDAY UTILITY COMPANY, INC.

Whose principal address is

P. O. BOX 27

TARPON SPRINGS, FL. 33589 (PASCO COUNTY)

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 6780 DATED 7-17-75 DOCKET 73489-W

ORDER 8080 DATED 12-5-77 DOCKET 770521-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

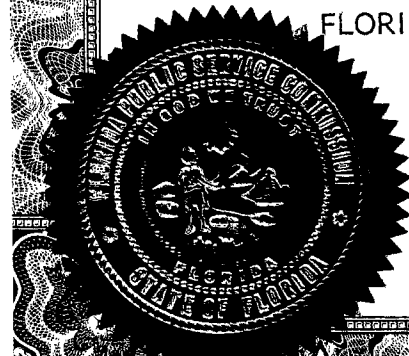
BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. DeValley

Administrative Secretary

William J. Mayo

Chairman



Quit Claim Deed
5/14/03

Exhibit A

DESCRIPTION:

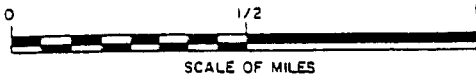
A PORTION OF THE TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, NORTH 87°42'53" WEST, 15.00 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF THE ORIGINAL 15.00 FOOT TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION RIGHT-OF-WAY IN SECTION 34, NORTH 01°27'28" EAST, 49.21 FEET; THENCE NORTH 89°07'33" EAST, 283.01 FEET; THENCE NORTH 00°52'27" WEST, 372.19 FEET; THENCE NORTH 89°07'33" EAST, 517.35 FEET; THENCE SOUTH 00°52'27" EAST, 422.19 FEET; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, ALSO BEING THE NORTH BOUNDARY LINE OF GULF VIEW HEIGHTS AND THE EASTERLY EXTENSION THEREOF AS SHOWN ON PLAT RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SOUTH 89°07'33" WEST, 787.38 FEET TO THE POINT OF BEGINNING.

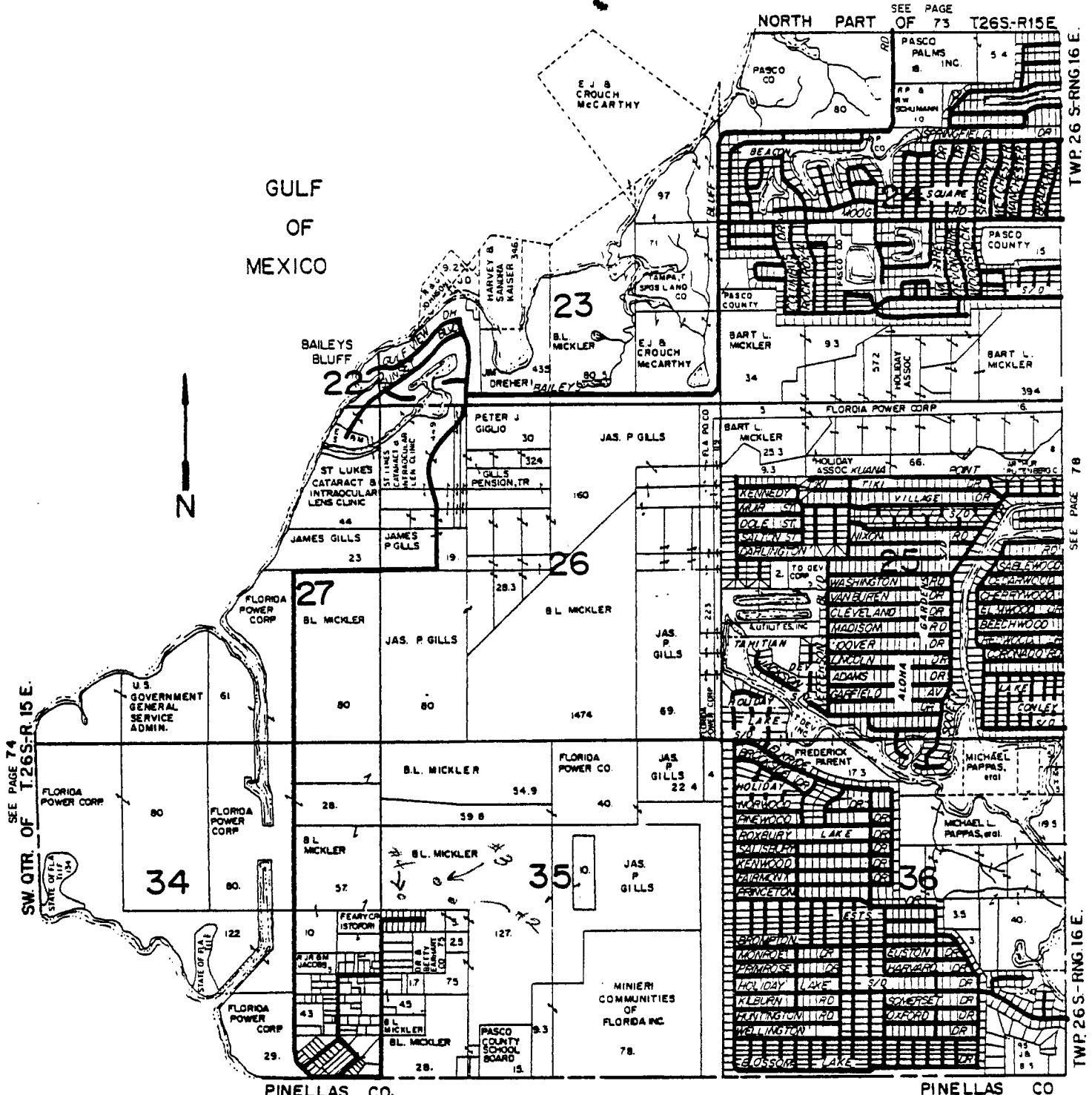
THE WESTERLY 60.00 FEET THEREOF SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.

CONTAINING 5.340 ACRES MORE OR LESS.





TWP.26 S.-RNG.15 E.
SOUTHEAST QUARTER
PASCO CO., FLORIDA



SEE PAGE 74
SW QTR. OF T.26S-R.15 E.

TWP.26 S.-RNG.16 E.

SEE PAGE 78

TWP.26 S.-RNG.16 E.

PINELLAS CO.
©1984, FLORIDA PLATS, REV. 1987

PINELLAS CO

Diagram of Quartered Maps

This is how each township map is broken down when quartered:

NORTHWEST QTR			NORTHEAST QTR			SOUTHWEST QTR			SOUTHEAST QTR		
6	5	4	3	2	1	19	20	21	22	23	24
7	8	9	10	11	12	30	29	28	27	26	25
18	17	16	15	14	13	31	32	33	34	35	36

**Part V
Other**

Exhibit A.1

**Transfer of Major Control
PSC Application – Holiday Utility Company**

Well No 1:

Written easement copy attached, as indicated in Exhibit A.

PREPARED BY AND RETURN TO:
D. Scott Douglas, Esquire
Macfarlane, Ausley
Ferguson & McMullen
400 Cleveland Street
Post Office Box 1669
Clearwater, Florida 34617

GRANT OF EASEMENT

THIS INDENTURE made and entered into this 21st day of October, 1996, by and between BART MICKLER, Grantor, also known as, Bart L. Mickler, Bartley L. Mickler, and B.L. Mickler of Pasco County, Florida, whose mailing address is Route 1, Box 268, Tarpon Springs, FL 33589, and DIMMITT CAR LEASING, INC., Grantee, a Florida Corporation, whose mailing address is 25191 U.S. Highway 19 North, Clearwater, FL 34623.

W I T N E S S E T H:

WHEREAS, Grantor is seized in fee simple and in possession of land lying in said Pasco County, Florida which is shown as Parcel 2 on Exhibits "A" and "B" attached hereto ("Exhibits A and B"); and

WHEREAS, Grantee is seized in fee simple of a parcel of land in Pasco County, Florida, which is shown as Parcel 1 on Exhibits A and B; and

WHEREAS, Grantor has agreed, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to grant to the Grantee and all other persons claiming by, through or under Grantee, easements over the land described in Exhibit A as Easement 2A and in Exhibit B as Easement 2B for the purposes and in the manner expressed below;

NOW, THIS INDENTURE, that, in pursuance of this agreement and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants unto Grantee, Grantee's successors, heirs and assigns;

1. Grantor grants unto Grantee, Grantee's successors and assigns to Grantee an easement over the Easement Parcel for purposes of Grantee continuing to operate its water utility company.

2. This Grant of Easement to Grantee is an exclusive easement and for the duration of the easement the Grantee, Grantee's successors and assigns shall have sole right to possession of the Easement Parcel.

3. At such time as the Grantee, Grantee's successors and assigns shall no longer operate as a licensed utility on the Easement Parcel then this Grant of Easement shall lapse and have no further force and affect.

4. Grantee agrees to landscape the east 67 foot boundary, the south 87 foot boundary, and the west 57 west foot boundary of the Easement Parcel with landscaping which will shield the above ground improvements within the Easement Parcel from single family residential homes that may be built in or around the Easement Parcel. The Grantee may replace and maintain the existing above ground improvements but shall not add additional above ground improvements or increase the height of existing above ground improvements.

5. The Easement Parcel currently provides a 10 foot wide corridor for access to the Easement Parcel from Haver Street (Plat Name, Hickory Lane) and at such time as the Grantor, his successors or assigns shall develop the property around the Easement Parcel the access corridor may be relocated to provide a shorter access point to the Easement Parcel than currently exists at Haver Street.

6. It is understood and agreed that Grantor, and Grantor's heirs and assigns will be in no way bound to improve, maintain or construct underground utilities for Grantee's water utility company or to keep such utilities in repair.

7. The Grantee shall indemnify and hold harmless the Grantor from any claims against the Grantor, his successors and or assigns, which may be brought as a result of the Grantee, Grantee's successors or assigns, operation of the water utility company.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals the day and year first above written.

In the Presence of:

[Signature]
Print Name D. Scott Douglas
[Signature]
Print Name DONNA L. VEILE

DIMMITT CAR LEASING, INC.

[Signature] (SEAL)
Larry H. Dimmitt, Jr.
President

Print Name _____

Print Name _____

HOLIDAY UTILITIES, INC.

Bartley L. Mickler
President

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Larry H. Dimmitt, Jr., as President of Dimmitt Car Leasing, Inc. me personally known or who has produced N/A as identification and who did take an oath, and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed and the capacity so stated.

WITNESS my hand and official seal at Clearwater, said County and State, this 21st day of October, 1996.

[Signature]
Notary Public
Print Name DONNA L. VEILE
My Commission Expires:



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of October, 1996, by Bartley L. Mickler, as President of Holiday Utilities, Inc. who is personally known to me or who has produced a Florida driver's license as identification and did take an oath.

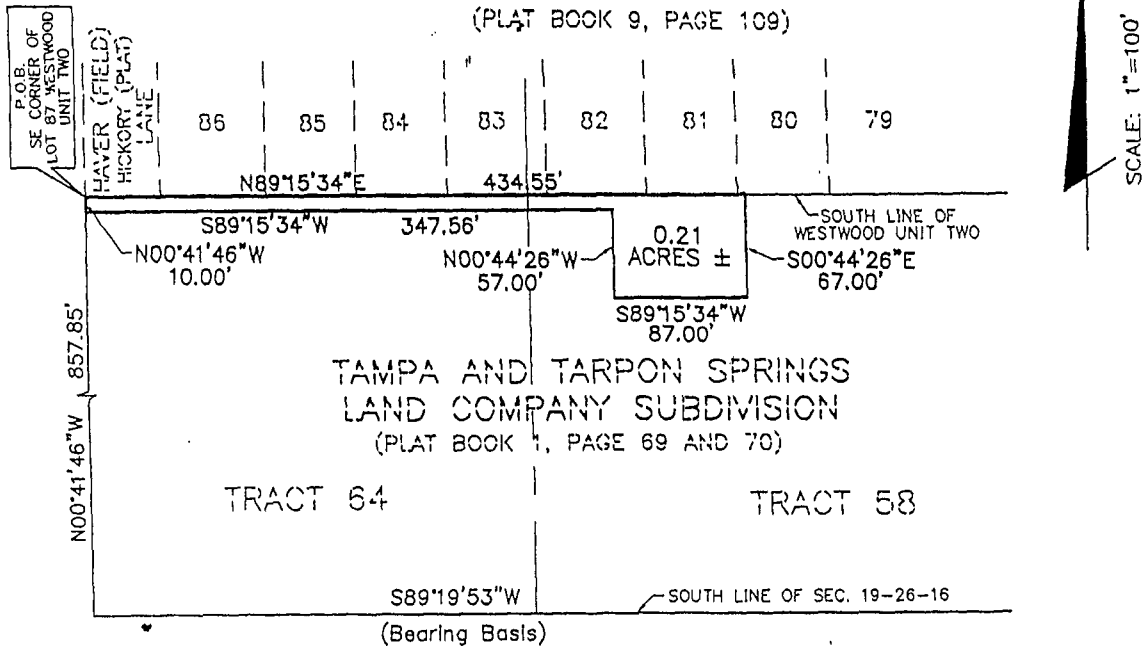
Notary Public
Print Name _____
My Commission Expires: _____

H:\DATA\ATY\DSD\DIMMITT\EASEMT.WAT

THIS IS NOT A SURVEY

N

WESTWOOD UNIT TWO
(PLAT BOOK 9, PAGE 109)



LEGAL DESCRIPTION

A portion of Tracts 58 and 64 of the Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1, on pages 69 and 70 of the Public Records of Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of Lot 87, Westwood Unit Two, as recorded in Plat Book 9, on page 109 of the Public Records of Pasco County, Florida; thence, along the South boundary line of said Westwood Unit Two, N89°15'34"E, for 434.55 feet; thence, leaving said South boundary line, S00°44'26"E, for 67.00 feet; thence S89°15'34"W, for 87.00 feet; thence N00°44'26"W, for 57.00 feet; thence S89°15'34"W, for 347.55 feet; thence N00°41'46"W, for 10.00 feet to the POINT OF BEGINNING and containing 0.21 acres more or less.

NOTES:

1. Sketch is for graphic representation and does not reflect a field survey.
2. Basis of Bearings: held the South line of Section 19, Township 26 South, Range 16 East, Pasco County, Florida. Said line bears, S89°19'53"W.
3. No title information furnished to the surveyor in conjunction with this sketch.

DIMMIT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=100'	9/10/96	ACAD	V.G.B.	V.G.B.
JOB No.	SECTION	TOWNSHIP	RANGE	
3999-100-000.455	19	26 SOUTH	16 EAST	

I hereby certify that this legal description and sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

Sketch and Legal Description not valid unless signed and embossed with Surveyor's Seal

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
SCIENTISTS • LANDSCAPE ARCHITECTS

24945 U.S. HIGHWAY 19 NORTH CLEARWATER, FLORIDA 34623
(813) 791-1441 • FAX: (813) 791-9228

Vincent G. Ballanton
VINCENT G. BALLANTON
PROFESSIONAL SURVEYOR AND MAPPER # 5498
STATE OF FLORIDA

GRANT OF EASEMENT

THIS INDENTURE made and entered into this 21st day of October, 1996, by and between DIMMITT CAR LEASING, INC., Grantor, a Florida Corporation, Grantor, whose mailing address is 25191 U.S. Highway 19 North, Clearwater, FL 34623 and HOLIDAY UTILITIES, INC. Grantee, whose mailing address is Route 1, Box 268, Tarpon Springs, FL 33589.

W I T N E S S E T H:

WHEREAS, Grantor is seized in fee simple and in possession of land lying in said Pasco County, Florida which is legally described and drawn on Exhibit "A" (the "Easement Parcel") attached hereto; and

WHEREAS, Grantee operates a water utility company from the Easement Parcel and Grantee desires to obtain an easement on the Easement Parcel which will allow the Grantee to continue to operate its water utility company; and

WHEREAS, Grantor has agreed, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to grant to the Grantee and all other persons claiming by, through or under Grantee, an easement over the land legally described in Exhibit "A", for the purposes and in the manner expressed below;

NOW, THIS INDENTURE, that, in pursuance of this agreement and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby agrees as follows:

RETURN TO:
Elaine Mickler
3130 Shipwatch Drive
Holiday, FL 34691

PREPARED BY:
D. Scott Douglas, Esquire
MacFarlane, Ferguson & McMullen
400 Cleveland Street
Post Office Box 1669
Clearwater, FL 34617