

ORIGINAL

WATER AND WASTEWATER SYSTEM PURCHASE AND SALE
AGREEMENT BETWEEN PASCO COUNTY, FLORIDA,
AND EAST PASCO UTILITIES, INC.

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY," and EAST PASCO UTILITIES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the "UTILITY."

RECITALS:

1. The UTILITY is the owner of a potable water treatment and distribution system and a wastewater transmission and collection system (hereinafter referred to collectively as "East Pasco" or "System") known as East Pasco Utilities Potable Water and Wastewater System located primarily within the boundaries of Pasco County, Florida.

2. Pursuant to its governmental powers pursuant to Chapters 163, 125, and 153, Florida Statutes, and other applicable laws, the COUNTY is authorized to preserve and enhance present advantages, encourage the most appropriate use of land, water, and resources, consistent with public interest, facilitate the adequate and efficient provision of water and sewerage facilities, and conserve, develop, utilize, and protect natural resources within its jurisdiction.

3. The UTILITY wishes to sell the System to the COUNTY.

4. The COUNTY has examined the UTILITY'S Potable Water and Wastewater System Assets, has examined its existing financial structure, has examined the long-range needs and goals of the COUNTY relative to the provision of water and wastewater service to its present and future citizens, and has determined that the execution of a purchase and sale agreement for the acquisition of the Potable Water and Wastewater System Assets is in the public interest at the public hearing pursuant to Chapter 125.3401, Florida Statutes.

5. The COUNTY desires to acquire the said System upon the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this agreement.

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SECTION 2. PURCHASE AND SALE OF WASTEWATER SYSTEM. The UTILITY agrees to sell and the COUNTY agrees to buy the System, consisting of all real, personal, and mixed property used or held for use in connection with the System, hereinafter referred to as the "Purchased Assets" or the "System Assets." The Purchased Assets shall not include any cash derived from monthly rates of the UTILITY received by the UTILITY, except as set forth in SECTIONS 3 and 11 hereof.

SECTION 3. PURCHASED ASSETS. On the closing date, as defined below, the UTILITY shall sell, assign, transfer, convey, and deliver to the COUNTY, and the COUNTY shall purchase, accept, and pay for all of the right, title, and interest, in and to the following property and assets (collectively the "Purchased Assets"):

3.1 Real Property. All real property and interests in real property the ("Property"), owned by the UTILITY, as described in Exhibit 1 attached hereto and made a part hereof, whereupon all wastewater collection lines, lift stations, manholes, potable water wells, water treatment plants, water distribution lines, pumping stations, and all other potable water and wastewater service facilities are located.

3.2 Plant and Other Facilities. The following assets owned by the UTILITY: all water treatment plants, water distribution pipelines, meters, wastewater collection, transmission, and pumping facilities of every kind and description whatsoever, including without limitation, all structures, trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other potable water and wastewater service connections, and all other potable water and wastewater physical facilities and property installations in use in connection with the utility business of the UTILITY.

3.3 Equipment. All equipment, vehicles, tools, parts, laboratory equipment, office equipment, and other personal property owned by the UTILITY located on the real property and/or utilized by the UTILITY including, but not limited to, those items more particularly described in Exhibit 2 attached hereto and incorporated into this agreement.

3.4 Other Rights. All rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, and other areas owned or possessed by the UTILITY for the construction, reconstruction, maintenance, and operation of the System of the UTILITY and the Purchased Assets (collectively referred to as the "Easements"). The Easements include, but are not limited to, those easements more particularly described in Exhibit 3 attached hereto and incorporated in this agreement.

3.5 Vendor Contracts. All right, title, and interest of the UTILITY in and to any and all vendor contracts, including any and all applicable warranties. Copies of vendor contracts are attached hereto as Exhibit 4 and incorporated by reference herein. COUNTY shall not be obligated to pay any portion of any vendor contract for services or products provided prior to the closing of this transaction.

3.6 Customers and Supplier Lists. All current customer and supplier lists and records, as-built surveys and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, accounting and customer records, and all other information and business records in the possession of the UTILITY pertaining to operation of the System. However, it shall be the responsibility of the UTILITY to refund the existing customer service security deposits held by the UTILITY and such deposits shall not be considered assets of the UTILITY to be transferred to the County under the terms of this Agreement.

3.7 Permits and Approvals. All permits, certificates, and other governmental authorizations and approvals necessary to operate and maintain the System in accordance with all applications for permits and supporting information and all governmental requirements, as described in Exhibit 5 attached hereto and incorporated by reference herein.

3.8 Choses in Action. All choses in action including, but not limited to, warranty claims, claims for damages, the right to sue for any past infringement, or other cause of action in favor of UTILITY, except claims for monies due on account arising before closing.

SECTION 4. ADDITIONAL RESPONSIBILITIES OF THE UTILITY. The UTILITY shall provide the COUNTY with thirty (30) man-hours of management consulting time from individuals named by the COUNTY over a two (2) year period following the closing date on an as-needed basis. If all time is not utilized within the said two (2) year period, no future obligation with respect thereto shall exist.

SECTION 5. PURCHASE PRICE AND PAYMENT. The COUNTY agrees to pay to the UTILITY a total purchase price in the amount of Two Million Eight Hundred Forty-One Thousand and 00/100 Dollars (\$2,841,000.00), plus an additional amount of One Thousand and 00/100 Dollars (\$1,000.00) for each new ERC added by the Utility between the time of execution of this Agreement and closing. The purchase price shall be paid with a partial payment at closing in the amount of One Million, Two Hundred Thirty-Six Thousand Four Hundred and 00/00 Dollars (\$1,236,400.00) and any additional amount due to added ERC's, in cash; a retainage (escrow) in the amount of One Hundred Thousand and 00/00 Dollars (\$100,000.00), which shall be managed as outlined in Section

33 of this agreement. The balance of the County's payments for this purchase shall be paid as outlined in Paragraph 5.1 below.

SECTION 5.1 TAX EXEMPT BONDS. The COUNTY will issue to UTILITY a bond, the interest on which will be excludable from the gross income of the holder thereof for federal income tax purposes, secured by a junior lien upon the net revenues of the COUNTY's combined water and sewer system, in the amount of One Million Five Hundred Four Thousand Six Hundred and 00/100 Dollars (\$1,504,600.00) with an interest rate of 4.85 percent per annum for thirty (30) years, payable semiannually, in the amount of Forty Seven Thousand Eight Hundred Fifty and 46/100 Dollars (\$47,850.46). The bond shall be redeemable in whole or in part, at the option of COUNTY. The bond shall not be subject to redemption for a period of five (5) years after the closing. After the fifth year, the County may, at its option, redeem the bond, in whole or in part, by paying an amount equal to the face value of the bonds to be redeemed plus a two percent (2%) premium. After the sixth year, the County may, at its option, redeem the bond, in whole or in part, by paying an amount equal to the face value of the bonds to be redeemed plus a one percent (1%) premium. Thereafter, the County may, at its option, redeem the bond, in whole or in part, by paying an amount equal to the face value of the bonds to be redeemed. The bond and the related documents shall be in form and substance as prepared and approved by COUNTY's bond counsel (Judson Freeman, Esq., Livermore, Freeman & McWilliams, P.A., 1301 Riverplace Boulevard, Suite 1825, Jacksonville, Florida 32207-9047); and shall contain covenants that are customary for similar revenue bond issues.

SECTION 6. STATUS OF TITLE. Within sixty (60) days of execution of this agreement, the UTILITY at the UTILITY'S own expense, shall furnish to the COUNTY or its attorney, a title insurance commitment from a reputable title insurance company acceptable to the COUNTY for the said real property described in Exhibits 1 and 3, attached hereto and made a part hereof, in the sum of One Million and 00/100 Dollars (\$1,000,000.00).

6.1 Exceptions to Title. The said commitment shall show fee simple title in the name of the UTILITY subject only to:

6.1.1 Taxes and assessments for the Year 2003 and subsequent years.

6.1.2 Restrictions set out in the recorded plats of subdivisions covered by the System.

6.1.3 Easements for utilities and drainage set out in such recorded plats of subdivisions. Easements shall clearly reflect the right of UTILITY to use of same.

Provided, however, that none of the restrictions or easements set out in such recorded plats of subdivisions shall prevent, hinder, or restrict the present or intended use of the property (copies of all such recorded plats shall be attached to such title commitment).

6.1.4 Recorded easements and agreements set forth in Exhibits 3 and 4 hereto.

6.1.5 Zoning restrictions, prohibitions, and other requirements imposed by governmental authority, none of which will prevent or hinder the present or intended use of the property by the COUNTY.

6.1.6 The UTILITY shall further provide, at its own expense, a Uniform Commercial Code (UCC) search and report as to all utility liens and encumbrances as recorded in the office of the Florida Secretary of State and the public records of Pasco County, Florida.

6.2 Status of Title. If the status of title shown on the said title insurance commitment does not reflect the status of title as herein set out then, in that event, upon written notification thereof to the UTILITY which notice shall be given by the COUNTY within thirty (30) days after receipt of the said commitment, the UTILITY agrees to use all due diligence to perfect title and shall have a period of thirty (30) days from notification of such defects within which to do so. If the COUNTY shall fail to notify the UTILITY within the aforesaid thirty (30) days, the COUNTY shall, for the purposes of this agreement, be deemed to have accepted the status of title as set forth in the commitment. In the event that defects are specified and the UTILITY, after exercising all due diligence, cannot clear same within the time provided in this paragraph, then, in that event, the COUNTY shall have the right to purchase the property in its then existing condition of title, or to rescind and terminate this agreement without liability by either party to the other. Notice of such election shall be given by the COUNTY to the UTILITY, in writing, by either registered or certified mail, within the time herein prescribed. It shall be the obligation of the UTILITY to purchase, at its expense, the title insurance policies issuable pursuant to such title commitments. All related costs, including searching, abstracting, attorney fees, and title insurance premiums incurred to issue the policy shall be the UTILITY'S expense.

SECTION 7. SURVEY. The UTILITY agrees, at its expense to prepare and provide, for all the property set out in Exhibits 1 and 3, a current survey prepared by a Florida-licensed surveyor in accordance with applicable law, which survey will be prepared in accordance with, and certified to the COUNTY and the title insurer in accordance with the minimum detail standards adopted by the Florida Society of Professional Land Surveyors. Any defect reflected on such survey including, but not limited to, encroachments of improvements across a boundary line or onto a utility strip, evidence of overlaps along a property line, violation of restrictions, setback lines, possession

inconsistent with the property boundaries, or any other such defect shall be treated as a title defect under Subsection 6.2 above. The UTILITY shall have the survey completed within forty five (45) days. The COUNTY shall then have thirty (30) days after receipt of the said survey to furnish notice to the UTILITY, as appropriate, of any title defect shown on the survey which does not conform to the status of title described in SECTION 6 of this agreement. If the COUNTY shall fail to notify the UTILITY, as appropriate within the aforesaid thirty (30) days, the COUNTY shall be deemed to have accepted the status of title shown on the survey.

SECTION 8. REPRESENTATIONS AND WARRANTIES OF THE UTILITY. To induce the COUNTY to enter into this agreement, the UTILITY represents and warrants that, at time of execution and as of closing date:

8.1 Organization, Standing, and Power. The UTILITY is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida, and is authorized to do business in the State of Florida. The UTILITY has all requisite power and authority to own and lease its properties and the system assets, and to conduct its business as it is currently being conducted.

8.2 Authority for Agreement. The UTILITY has the power and authority to execute and deliver this agreement and to carry out its respective obligations hereunder. This agreement has been duly authorized by all action required to be taken by the UTILITY, has been duly executed and delivered by the UTILITY, and constitutes a valid and legally binding obligation of the UTILITY, enforceable in accordance with its terms. An appropriate corporate resolution has been approved and adopted authorizing the execution of this agreement, and the conclusion of this transaction in accordance with its terms.

8.3 Good and Marketable Title. Except for the matters described in Subsection 6.1., and the requisite authorization by the Florida Public Service Commission with respect to the transfer of the certificate of authorization, the UTILITY has good and marketable title to the Purchased Assets.

8.4 No Liens or Encumbrances. Except as otherwise specifically set forth herein, there are no liens, claims, or encumbrances of any type or nature upon or against the Purchased Assets or the revenues derived by UTILITY from the System including, but not limited to, financing statements or security instruments filed under the Uniform Commercial Code either in the county where the land is located or with the Secretary of State.

8.5 Litigation. The UTILITY has no actions, suits, or proceedings at law or in equity, pending or threatened against the UTILITY before any Federal, State, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect or

will affect the System or any of the Purchased Assets or the UTILITY'S right and ability to make and perform this agreement; nor is the UTILITY aware of any facts which to its knowledge are likely to result in any such action, suit, or proceeding. The UTILITY is not in default with respect to any order or decree of any court or of any administrative or governmental agency or instrumentality affecting the System or any of the Purchased Assets. The UTILITY agrees and warrants that it shall have a continuing duty to disclose up to and including the closing date, the existence and nature of all pending judicial or administrative suits, actions, proceedings, notices of violation, and orders which in any way relate to the operation of the System. Any such matters now known to the UTILITY shall be initially disclosed, in writing, within ten (10) days following execution of this agreement, and shall be supplemented each thirty (30) days thereafter, as well as on the closing date.

8.6 Appropriate Zoning. The present zoning of the property described in Exhibit 1 does not prohibit the operation of the System on the subject property.

8.7 Contracts and Agreements. Attached hereto as Exhibit 6 and by reference made a part hereof is a complete and accurate listing of the all the contracts, service agreements, developers' agreements, and leases related to the System and to which the UTILITY is a party.

8.8 New Agreements. The UTILITY shall not enter into any extension, developers' agreement, agreement concerning the operation of the Water and Wastewater System, agreement concerning water and/or wastewater service capacity outside the course of ordinary business, or cause any agreement to be modified after the date of execution of this agreement without the prior written approval of the COUNTY.

8.9 Agreements for Construction. With respect to any outstanding agreements for construction under which the UTILITY has previously received cash deposits or contribution in exchange for the UTILITY'S willingness to authorize the planning, permitting, construction, installation, and extension of the Potable Water and Wastewater System located in the East Pasco Utilities service area, the UTILITY has fully discharged all obligations on its part for such planning, permitting, construction, installation, and extension, and the UTILITY has no further obligations, liabilities, or expenses for the future planning, permitting, construction, installation, or extension of the System under any such agreements.

8.10 Leases. None of the System or the Purchased Assets is subject to any interest of any lessor or lessee and will not be so subject as of the closing date.

8.11 Contracts in Default. There are no existing contracts or commitments with respect to the System except for those listed in Exhibit 6 hereof and the UTILITY is not aware of any defaults of any parties to any such agreement.

8.12 No Governmental Violations. The UTILITY is not aware and has not been notified of the existence of any violations of any governmental rules, regulations, permitting conditions, or other governmental requirements applicable to the ownership, maintenance, or operation of the System.

8.13 No Record Violations. The use of the System on the property set out in Exhibit 1 is consistent with and does not violate any restrictions or conditions of record.

8.14 Absence of Changes. At and subsequent to the date of execution of this agreement, the UTILITY shall not and has not:

8.14.1 Undergone any change in its condition (financial or otherwise) of properties, assets, liabilities, business, or operations other than changes in the ordinary course of business which have not been, either in any case or in the aggregate, materially adverse.

8.14.2 Incurred any indebtedness for borrowed money or issued or sold any debt securities.

8.14.3 Suffered any damage, destruction or loss, whether or not covered by insurance, adversely affecting its properties, assets, or business.

8.14.4 Mortgaged, pledged, or subjected to any lien, lease, security interest, or other change or encumbrance any of its properties or assets, including but not limited to, the revenues of the System, tangible or intangible.

8.14.5 Acquired or disposed of any assets or properties of material value except in the ordinary course of business.

8.14.6 Forgiven or canceled any debts or claims, or waived any rights except in the ordinary course of business.

8.14.7 Entered into any material transaction other than in the ordinary course of business.

8.14.8 No employment contracts or obligations with any officer or employee that could become an obligation of the COUNTY.

8.14.9 Incurred any liability or obligation (whether absolute, accrued, contingent or otherwise) except in the ordinary course of business.

8.14.10 Made any prepayment of any obligation or liability.

8.14.11 Received any notice of termination of any contract, lease, or other agreement.

8.14.12 Made any change in accounting policies or practices, including any change in depreciation or amortization policy.

8.15 Financial Statements. Within thirty (30) days of execution hereof, the UTILITY at its expense, agrees to provide to the COUNTY a true, correct, and complete copies of its Annual Report and Financial Statements for the period January 1, 2001, to December 31, 2001, and January 1, 2002, to December 31, 2002. The Financial Statements and the annual reports shall be collectively referred to as the "Reports." The Reports shall fairly present the financial condition and results of operations of the UTILITY at the dates and for the period of time thereof and disclose all of the assets, liabilities, net worth, revenues and expenses of the UTILITY existing as of the dates and for the period of time thereof and were prepared in accordance with generally accepted accounting principles, applied on a basis consistent with all prior periods. Except as set forth in the Report, the UTILITY has no material liability, whether known or unknown, absolute, accrued, contingent or otherwise or whether due or to become due, which was not reflected or reserved against in the Audit.

8.16 Disclosure. No representation or warranty made by the UTILITY, to the best of the UTILITY'S knowledge, in this agreement contains or will contain any untrue statement of material facts or omits or will omit to state any material fact that would make the statements herein contained misleading or untrue.

8.17 Survival of Covenants. The UTILITY agrees that its representations and warranties set forth herein are true and correct as of the date of the execution hereof, shall be true and correct at the time of closing, and shall survive the closing for a period of five (5) years.

SECTION 9. CONDUCT PENDING CLOSING. The UTILITY covenants that pending the closing:

9.1 Business Conduct. Except as otherwise consented to in writing by the COUNTY, for the period beginning on the date of execution of this agreement and ending on the closing date, the UTILITY shall:

9.1.1 Carry on its business in, and only in, the usual, regular, and ordinary course and nevertheless comply with and uphold all applicable governmental requirements and law.

9.1.2 Maintain all of its material structures, equipment, and other tangible personal property in good repair, order, and condition, except for depletion, depreciation, ordinary wear and tear, and damage by unavoidable casualty.

9.1.3 Keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it.

9.1.4 Perform in all material respects all of its obligations under agreements, contracts, and instruments relating to or affecting their properties, assets and business.

9.1.5 Maintain its books of account and records in the usual, regular, and ordinary manner.

9.1.6 Use its best efforts to maximize the profits of its utilities business.

9.1.7 Comply in all material respects with all statutes, laws, ordinances, rules, and regulations applicable to it and to the conduct of its business.

9.1.8 Promptly advise the COUNTY, in writing, of any material adverse change in its operations or business.

9.1.9 Not enter into any transaction, including without limitation, the purchase, sale, or exchange of property with, or the rendering of any service to the UTILITY except in the ordinary course of and pursuant to the reasonable requirements of the business of the UTILITY and upon fair and reasonable terms no less favorable to the UTILITY than it would obtain in a comparable arm's-length transaction with an unrelated third party.

9.1.10 Renew all expired permits or correct system deficiencies in such permits if there is a regulatory order or demand in existence prior to the date of closing.

9.1.11 Cooperate with the COUNTY in obtaining transfer of all permits and governmental authorizations.

9.2 Risk of Loss: The UTILITY shall bear the risk of loss for the property up to and including the closing date.

9.3 No Encumbrances. From and after the date of the execution of this agreement, the UTILITY will not without the prior written consent of the COUNTY, dispose of or encumber any of the Purchased Assets and/or the revenues of the System, except in the ordinary course of business.

9.4 Access to Records. The UTILITY will cooperate by opening records and providing access to records and facilities to assist in acquainting the COUNTY'S operating and administrative personnel in the operation of the System.

9.5 Performance of Closing Conditions. The UTILITY shall perform all of the conditions to closing which should be performed by the UTILITY prior to closing as provided herein.

9.6 Insurance. Prior to closing, the UTILITY shall maintain adequate fire and extended coverage insurance to cover the cost of any repairs to the Purchased Assets that may be necessitated by casualty damage.

9.7 Examination and Inspection. The UTILITY will permit full examination including, but not limited to, physical testing by the COUNTY'S authorized representatives of all existing contractual obligations, physical systems, assets, equipment, real estate, rights-of-way, easements, permits, certificates, and inventories to be utilized by the UTILITY in connection with the

System. Such facilities will be properly maintained by the UTILITY within the custom and usage of the industry up until closing date.

SECTION 10. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. To induce the UTILITY to enter into this agreement, the COUNTY represents as follows:

10.1 Organization, Standing, and Power of the County. The COUNTY is a political subdivision of the State of Florida, and has all requisite home rule power and authority to enter into this agreement, and to carry out and perform the terms and provisions of this agreement.

10.2 Authority for Agreement. The COUNTY has the authority and power to execute and deliver this agreement and to carry out its obligations hereunder. This agreement has been duly authorized by all county action required to be taken by the COUNTY, has been duly executed and delivered by the COUNTY, and constitutes a valid and legally binding special obligation of the COUNTY, enforceable in accordance with its terms.

10.3 Disclosure. No representation or warranty made by the COUNTY, to the best of the COUNTY'S knowledge, in this agreement contains or will contain any untrue statement of material facts or omits or will omit to state any material fact that would make the statements herein contained misleading or untrue.

SECTION 11. ADJUSTMENTS AND PRORATIONS.

11.1 Adjustments. At the time of closing, the parties covenant and agree that the following adjustments shall be made:

11.1.1 Real and personal property taxes on all real and personal property which is being conveyed by the UTILITY to the COUNTY, shall be prorated as of the closing date based on the most current tax bills available, with the understanding that if tax bills for the current year are not available, the proration shall be based on the tax bill for the previous year and the parties will be entitled to a re-proration when the current tax bill becomes available.

11.1.2 Within ten (10) days after closing, the UTILITY will render bills in its name to all customers for service through the closing date. The UTILITY intends to complete reading all account meters by the closing date. All rates, fees, and charges for water and sewer service through the closing date shall be the property of the UTILITY. Any subsequent bills rendered by the UTILITY, shall be rendered in the name of the COUNTY. All rates, fees, and charges for water and sewer service after the closing date shall be the property of the COUNTY. The UTILITY shall be paid all collective revenues received for sales of service provided as of and up to the closing date. Such collection of revenues for service prior to the closing date shall be transferred to the UTILITY for a period of twelve (12) months after the closing date. Thereafter, all such payments shall cease and any such revenues shall become the property of the COUNTY.

11.1.3 All accounts payable and bills for electricity and services and supplies for the month in which the closing of this transaction takes place will be prorated between the parties.

11.1.4 Any taxes on gross receipts as of the closing date shall be paid by the UTILITY.

11.1.5 All connection, plant capacity, and capital charges (hereafter "connection charges") which have been paid on or before the closing date by customers shall be deemed the property of the Utility. All other connection charges for customers who have not yet connected, together with any escrow fees, shall be rebated to the customers, or the UTILITY shall assume the financial responsibility for the customer connections. Furthermore, the UTILITY assumes all past developer agreements and other agreements involving service. By virtue of this agreement, the COUNTY will not accept or recognize any obligations regarding prepaid or discounted unconnected customers. Nothing contained in this agreement shall be construed to require the COUNTY to exercise the police power in the allocation of service capacity (hereby deemed to be governmental function) other than in accordance with the COUNTY'S current or future service allocation or extension rules.

11.1.6 The date of closing shall, for purposes of adjustments and prorations be deemed to be a seller ownership day.

11.1.7 Proof of Taxes Paid. The UTILITY shall furnish proof that the Florida Public Service Commission gross receipts tax have been paid and shall indemnify the County from any claim for such taxes arising between the date of certification and the closing date.

SECTION 12. EXPENSES. The cost of recording any releases, satisfactions, or corrective instruments, along with the documentary stamps and surtax, if any, on any deeds or corrective instruments shall be paid by the UTILITY. The cost of recording the deed and UCC-1 financing statements shall be paid by the COUNTY. Certified, confirmed, and ratified special assessments or COUNTY liens as of date of closing will be paid by the UTILITY.

SECTION 13. ENVIRONMENTAL MATTERS.

13.1 The UTILITY warrants that to the best of its knowledge, the property described in Exhibits 1 and 3 and the Purchased Assets are in a clean and healthful condition, free of environmental contamination, or potentially harmful physical conditions, other than such contaminants or harmful conditions permitted by law, and no hazardous substance has been improperly stored upon, disposed of, spilled, or otherwise released to the environment on or in the said property or easements by the UTILITY or, to the best of the knowledge of the UTILITY after due inquiry, by any other party. For purposes of this agreement the definition of the term "hazardous

substance" shall be that set out in Section 101(4) of the Federal Comprehensive Environmental Response, Compensation and Liability Act, except that for purposes of this agreement, the term shall also include 1) petroleum (crude oil) and natural gas (whether existing as a gas or a liquid); and 2) any substance defined as hazardous or toxic by any state or local regulatory agency having jurisdiction over the operations of the UTILITY.

13.2 The UTILITY warrants that the operation by the UTILITY of its utility business and the System complies in all material respects with all applicable Federal, State, and local environmental and occupational health and safety statutes and regulations.

13.3 The UTILITY warrants that any tanks (whether above or below ground) on or at any of the said property or easements installed or used by the UTILITY are in sound condition and free of leaks which could permit any release of stored material.

13.4 The UTILITY warrants that none of the property has been used by the UTILITY or by any other party, for the processing, storing, or otherwise utilizing asbestos, polychlorinated byphenyls (PCBs), or radioactive substances. The UTILITY has received no notice that any of the foregoing materials are present on or at any of the said property or easements.

13.5 The UTILITY warrants that all hazardous waste resulting from the operations of the UTILITY on or at any of the said property or easements have been disposed of in an environmentally sound and legal manner, and none of those wastes have been disposed of in any site where there has been, is, or, due to the manner of disposition by the UTILITY, will be released into the environment requiring corrective action, nor has the UTILITY received notice from any State or Federal environmental agency of its possible involvement with any disposal site under investigation by such agency.

13.6 Attached as Exhibit 8 is a copy of the most recent Environmental Survey for the Utility. The Utility warrants that the survey fairly represents the status of the Utility.

SECTION 14. INDEMNITY. The UTILITY shall, and hereby agrees to, indemnify and hold harmless, the COUNTY at all times from and after the closing date against and in respect to any damages, as hereinafter defined, from claims of any person or entity not a party to this agreement which arise out of facts or circumstances occurring on or prior to the time of the closing and not disclosed in Exhibit 8. The COUNTY shall notify the UTILITY of any such claims within thirty (30) days of its receipt of notice thereof. Damages, as used herein, shall include any obligations, losses, costs, expenses, injunctions, suits, fines, liabilities, penalties, and damages, including reasonable attorneys' fees, whatsoever that the COUNTY incurs as a result of any claim, action, proceeding, or any judgment or order rendered by a court or agency of competent jurisdiction, that arise from 1) any materially inaccurate representation made by the UTILITY in or under this agreement; 2) breach of

any of the warranties made by the UTILITY via or under this agreement; 3) breach or default in the performance by the UTILITY of any of the covenants, conditions, commitments, agreements, duties or obligations to be performed by it hereunder; 4) any debts, liabilities or obligations of the UTILITY, whether accrued, absolute, contingent or otherwise, due or to become due, except those obligations specifically assumed by the COUNTY pursuant to this agreement; 5) the breach by the UTILITY or the failure of any act or action to occur that is the subject of any duty, obligation, covenant, condition, commitment, agreement, representation, or warranty undertaken or made by or on behalf of the UTILITY pursuant to this agreement; and 6) the ownership and operation of the water and wastewater utility systems or the System Assets by the UTILITY prior to the closing date. The UTILITY agrees to indemnify and hold the COUNTY harmless from and pay any costs, fees, penalties, or fines that are imposed by, any court or agency of competent jurisdiction, upon the COUNTY or UTILITY by reason of the UTILITY'S failure to fully comply with any Florida Department of Environmental Protection, Southwest Florida Water Management District, or Florida Public Service Commission order, rule, or statute, which may arise before, during, or after the closing out of facts or circumstances occurring on or prior to the closing date. This indemnification shall survive closing for a period of five (5) years from the date of closing

SECTION 15. COVENANT NOT TO ENGAGE IN COMPETING UTILITY BUSINESS. The UTILITY agrees that it shall not engage (the words "shall not" being used in a mandatory definition) in the business of providing water or wastewater service to any land located within the COUNTY for the next five (5) years. This provision will only become effective upon closing.

SECTION 16. COUNTY'S INVESTIGATION. Notwithstanding any investigation or other due diligence heretofore conducted by the COUNTY or its affiliates, the UTILITY agrees that the COUNTY is entering into this transaction in reliance on the representations and warranties of the UTILITY set forth in this agreement, which reliance the UTILITY acknowledges is intended and justified.

SECTION 17. CLOSING. Provided that all conditions precedent to closing have, in fact, been so performed, including obtaining Florida Public Service Commission approval, the place of closing shall be at the Pasco County Public Works/Utilities Building, New Port Richey, Florida, and such closing shall occur after all conditions of the contract have been satisfied which is anticipated to be within thirty(30) days of the County's execution of this agreement, or such earlier date as the parties mutually agree in writing, but not in any case earlier than fifteen (15) days following Public Service Commission approval. Either party shall have the right to extend the closing date fifteen (15) days beyond by sending written notice to the other party prior to August 29, 2003. Notwithstanding anything to the contrary contained in this agreement, the closing date may also be extended

pursuant to mutual written agreement of the parties. Immediately following the closing date, the COUNTY shall have full right to the possession of all of the System Assets wherever the same may be located.

SECTION 18. CLOSING DOCUMENTS AND PROCEDURES.

18.1 Deliveries from the UTILITY. At least fifteen (15) days prior to the closing date, the UTILITY shall deliver copies or drafts of the following documents to the COUNTY:

18.1.1 If applicable, true, correct, and complete copies of the Articles of Incorporation and Bylaws or Corporate Documents of East Pasco Utilities, Inc.

18.1.2 Warranty deeds to all of the property owned by the UTILITY as described in Exhibit 1, conveying to the COUNTY all of the UTILITY'S right, title, and interest in all such property and warranting that such property is free and clear of all liens, claims, and encumbrances other than Permitted Encumbrances, as that term is defined herein. The term "Permitted Encumbrances" as used in this agreement shall mean:

18.1.2.1 Restrictions of record that do not impair, restrict, or inhibit any use of or improvement to the property as permitted by applicable zoning ordinance presently in effect and that are not coupled with a forfeiture or reversionary provision.

18.1.2.2 Rights-of-way over, across, through, or upon the property heretofore dedicated to the public and public utility easements, provided that said rights-of-way and easements do not impair, restrict, or inhibit any use of the property or other interest in real property as permitted by applicable zoning ordinances presently in effect.

18.1.2.3 With respect to easements and dedicated rights-of-way, rights of owners of the property across which such easements and dedicated rights-of-ways exist as do not interfere with the use of such easement or right-of-way for utility purposes.

18.1.3 Instruments of conveyance, in appropriate recordable form, of all the easements as described in Exhibit 3 hereof, and effluent disposal easements, conveying to the COUNTY all of its right, title, and interest in all such property, together with all utility improvements thereto, and warranting that such easement rights and rights to use dedicated rights-of-way are free and clear of all liens, security interests, encumbrances, leasehold interests, charges or options, covenants, or restrictions other than Permitted Encumbrances, as that term is defined herein.

18.1.4 Bills of sale or other documents of assignment and transfer, with full warranties of title, to all System Assets other than those assets covered by Subsections 18.1.2 and 18.1.3 hereof.

18.1.5 Assignments of those vendor accounts which have been specifically requested by the COUNTY at least thirty (30) days prior to the closing date.

18.1.6 All business records sold to the COUNTY hereby.

18.1.7 Title insurance policies in the form called for in Section 6 of this agreement.

18.1.8 All permits, governmental authorizations and approvals as described in Exhibit 5.

18.1.9 Mechanics lien affidavit as to realty and personalty insuring and indemnifying COUNTY against any liens, claims, or encumbrances upon the Purchased Assets.

18.1.10 The surveys required by Section 7 hereof.

18.1.11 A complete billing register and billing information of the customers of the System in File Transfer Protocol (FTP) format. The UTILITY shall cooperate with the COUNTY to integrate the billing information into the COUNTY'S system.

18.1.12 The UTILITY representatives will conduct themselves in an appropriate fashion through transfer, will operate the system in compliance with all regulatory agencies, and will not reduce the value of the UTILITY in any manner through the date of transfer.

18.1.13 The UTILITY representatives will operate the system in compliance with all regulatory agencies, and will not reduce the value of the UTILITY in any manner through the date of transfer. The UTILITY shall provide for a minimum of one (1) month materials, supplies, and consumables to be transferred to the COUNTY at closing to provide for the continued operation of the UTILITY without a change in the level of service or impacting regulatory compliances. The UTILITY shall provide a listing of such materials, supplies, and consumables and the amount of each thirty (30) days prior to closing and the amounts shall be field verified by the COUNTY at closing.

18.2 At closing, the UTILITY shall deliver fully executed originals of all documents listed in Section 18.1.

18.3 COUNTY Deliverables. On the closing date, the COUNTY shall send a wire transfer to the account identified by the UTILITY or shall deliver a cashiers check in the amount due to the UTILITY as provided in Section 5 of this agreement and shall deliver the fully executed bonds and necessarily related bond documents to the Utility.

SECTION 19. RESPONSIBILITY FOR PROFESSIONAL FEES AND COSTS. Each party hereto shall be responsible for its own attorneys' fees, engineering fees, accounting fees, and other costs in connection with the preparation and execution of this agreement.

SECTION 20. PUBLIC SERVICE COMMISSION APPROVAL. The UTILITY accepts the responsibility for applying for approval by the Florida Public Service Commission for transfer of the Purchased Assets from the UTILITY to the COUNTY. The UTILITY agrees to pay all fees and costs

incurred by the UTILITY incident to such dealings with the Florida Public Service Commission. It is agreed that the COUNTY shall apply every reasonable effort to cooperate with the UTILITY to obtain approval from the Florida Public Service Commission and will render all reasonable assistance to the UTILITY necessary to obtain such approval.

SECTION 21. ASSIGNABILITY. This agreement shall not be assignable by the UTILITY or the COUNTY without the prior written consent of the other party hereto. However, the agreement may be assigned as part of an orderly dissolution procedure of the Utility as long as such assignment does not adversely affect title to any assets or the assignee's legal authority to convey the assets under this agreement. Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this agreement.

SECTION 22. ACCOUNTS RECEIVABLE. Except as provided in Subsection 11.1 above, the sale contemplated by this agreement shall not include any accounts receivable or other debts and receivables due to the UTILITY in respect of its operation of the System through the closing date. All such amounts received by the COUNTY after the closing date shall be promptly paid or delivered to the UTILITY. If the amounts received by the COUNTY include receivables not sold hereby, but also include receivables due the COUNTY, the amount received shall be prorated between the COUNTY and UTILITY. The COUNTY'S obligation to return accounts receivable shall end twelve (12) months from the closing date.

SECTION 23. COMMISSIONS. The UTILITY and the COUNTY warrant to the other that the transaction contemplated by this agreement is a direct, private transaction between the UTILITY and the COUNTY without the use of a broker or commissioned agent.

SECTION 24. FURTHER ASSURANCES. Each of the parties hereto agrees that, from time to time, upon the reasonable request of the other party and at the expense of the requesting party, without further consideration, it shall execute and deliver to the requesting party any and all further instruments, affidavits, conveyances and transfers as may be reasonably required to carry out the provisions of this agreement.

SECTION 25. NOTICES; PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either 1) hand delivered to the person hereinafter designated, or 2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

COUNTY: John J. Gallagher
Pasco County Administrator
West Pasco Government Center, S-340
7530 Little Road
New Port Richey, Florida 34654

Copy to: Robert D. Sumner
Pasco County Attorney
West Pasco Government Center, S-340
7530 Little Road
New Port Richey, FL 34654

UTILITY: Jacqueline A. Turco, President
East Pasco Utilities, Inc.
11838 Tee Time Circle
New Port Richey, Florida 34654

Copy to: J. Benjamin Harrill, Esq.
Figurski & Harrill, P.A.
The Holiday Tower, Suite 350
2435 U.S. Highway 19 North
Holiday, Florida 34691

SECTION 26. NO INTERFERENCE WITH EMPLOYMENT. The UTILITY will not interfere with the COUNTY hiring the present operational staff of the System. The COUNTY shall notify the UTILITY thirty (30) days prior to the closing date as to which existing employees of the UTILITY to which the COUNTY will be extending offers of employment.

SECTION 27. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this agreement.

SECTION 28. AMENDMENT. Amendments to and waivers to the provisions herein shall be made by the parties only in writing by formal amendment.

SECTION 29. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 30. BINDING AFFECT. All of the provisions of this agreement shall be binding upon and inure to the benefit of and be enforceable by legal representatives, successors, and nominees of the COUNTY and the UTILITY.

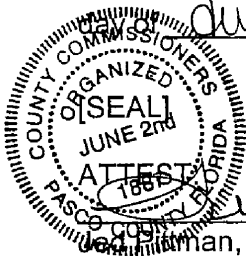
SECTION 31. TIME OF THE ESSENCE. Time is hereby declared of the essence to the performance of this agreement.

SECTION 32. APPLICABLE LAW. This agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 33. ESCROW. On the closing date, the UTILITY shall deposit with the COUNTY ("Escrow/Agent") the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) in an interest-bearing account to serve as security for payment of (1) sums necessary for repair or replacement of any latent defects in the System (including, but not limited to, damaged pipes or other below-ground facilities not disclosed by UTILITY or revealed in the COUNTY's inspection) as determined by the COUNTY; (2) sums necessary for satisfaction of the UTILITY'S indemnification obligations; and (3) sums necessary for satisfaction of the UTILITY'S warranty obligations which survive the closing. The said escrow account shall be maintained for a period of two (2) years after the closing date, unless all funds therein are expended sooner, or for a longer period should arbitration occur until all such arbitration is final. At the end of the said period, all funds remaining in the said escrow account, including interest shall be distributed to the UTILITY. The escrow sum of \$100,000.00 shall in no way be considered as a cap or limitation on any obligations that may be found to be due to the COUNTY from the UTILITY under the terms of this agreement.

SECTION 34. TERMINATION. Notwithstanding any other provision hereof, the COUNTY may, terminate this agreement without any liability or obligation to the UTILITY if 1) any material default under, material breach of, or failure of any agreement, covenant, condition, or term of this agreement by the UTILITY shall have occurred, or any material misrepresentation or any material breach of any warranty of the UTILITY shall have occurred; or 2) on or before the closing date any party (other than officers or employees of the COUNTY) shall (a) have file a legal challenge to the pending transfer with any Federal, state or local regulatory agency or commission or court and such challenge shall not have been dismissed or withdrawn before the closing date, or (b) have timely taken action to nullify the purchase through the initiative or referendum process; or 3) after conducting a public hearing or hearings under Section 125.3401, Florida Statutes, a referendum or special election is held within the COUNTY to determine the question of acquisition of the System (or the appropriateness of issuing revenue bonds for purposes of the said acquisition) and the voters of the County of Pasco reject the acquisition or issuance of revenue bonds; or 4) after conducting a public hearing or hearings under Section 125.3401, Florida Statutes, the Board of County Commissioners of Pasco County determine that the acquisition shall not occur. The COUNTY agrees to hold any such public hearing or hearings under Section 125.3401, Florida Statutes, within sixty (60) days after the date of execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26th 26th August, 2003



APPROVED

AUG 26 2003 BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

[Signature]
Chairman, Clerk

By: [Signature]
Theodore J. Schrader, Chairman

WITNESSES:

[Signature]
Name of Witness

Lydia M. Crider
Print Name of Witness

[Signature]
Name of Witness

B. Ben HARRILL
Print Name of Witness

EAST PASCO UTILITIES, INC.

By: [Signature]

Jacqueline A. Turco
Print Name

[Signature]
Title President

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 14th day of July, 2003, by Jacqueline A. Turco, as President, (name of officer or agent, title of officer or agent acknowledging) of East Pasco Utilities, Inc., and is authorized to execute this document on behalf of the corporation. He (she is personally known to me) (or who has produced na (type of identification) as identification.

Seal:



Maureen J. Peck
MY COMMISSION # CC960734 EXPIRES
September 24, 2004
BONDED THRU TROY FAIN INSURANCE, INC

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney

By: [Signature]
Attorney

LIST OF EXHIBITS

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
1	All real property and interests in real property owned by UTILITY.
2	All equipment, vehicles, tools, parts, laboratory equipment, office equipment, and other personal property owned by UTILITY.
3	Easements of UTILITY.
4.	Vendor contracts and warranties of UTILITY.
5.	Permits, certificates, and other governmental authorizations and approvals.
6.	All contracts, services agreements, developers' agreements, and leases related to the system.
7.	New developer's agreement.
8.	Environmental Survey for UTILITY.

Welcome : [Records Search](#) : [Parcel Detail](#)

[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Calculate Taxes](#)
[See Tax Collector Information - Current/Delinquent Taxes](#)

Parcel ID		09-26-21-0790-00000-7350 (Card: 1 of 1)							
Classification		91 - Utilities							
Mailing Address EAST PASCO UTILITIES INC PO BOX 370 PORT RICHEY, FL 346730370 Physical Address					Assessment (totals) Ag Land - Land \$3,727 Building \$0 Extra Features \$0 Total Assessment \$3,727 Save Our Homes \$0 Taxable Value \$3,727				
Legal Description (First 4 Lines) BETMAR VILLAGE PHASE 1 PB 18 PG 83 LOT 735 OR 1790 PG 848									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value	
01	9100	UTILITY	ORMH	4,670.00	SF	3.99	0.20	\$3,727	
Additional Land Information									
Acres	0.11	Tax Area	30FZ	Fema Code	AE	Res Code	LABRLP2		
Building Information									
Unimproved Parcel 00									
Extra Features									
No Extra Features									
Sales History									
Previous Owner				TURCO EVA A					
Year	Month	Book / Page		Type	Amount				
1989	03	1790 / 0848		WD	-				
1985	06	1423 / 0505		WD	-				

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Parcel ID		09-26-21-0010-01700-0022 (Card: 1 of 1)						
Classification		94 - Right-of-Way, Streets, Ditch						
Mailing Address EAST PASCO UTILITIES INC PO BOX 370 PORT RICHEY, FL 346730370 Physical Address				Assessment (totals) Ag Land - Land \$1,397 Building \$0 Extra Features \$0 Total Assessment \$1,397 Save Our Homes \$0 Taxable Value \$1,397				
Legal Description (First 4 Lines) ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 NORTH 25.00 FT OF TRACTS 35 & 36 LESS R/W FOR DEAN DAIRY ROAD								
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9400	RIGHTOFWAY	ORMH	.75	AC	18,630.00	0.10	\$1,397
Additional Land Information								
Acres	0.75	Tax Area	30FZ	Fema Code	X	Res Code	1ZHC.S1	
Building Information								
Unimproved Parcel 00								
Extra Features								
No Extra Features								
Sales History								
Previous Owner			TURKO EVE A &					
Year	Month	Book / Page	Type	Amount				
1989	03	1790 / 0849	WD	-				
1986	04	1497 / 0006	QC	-				
1977	04	1886 / 1589	WD	-				

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Parcel ID		10-26-21-0500-00000-1541 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address EAST PASCO UTILITIES INC PO BOX 370 PORT RICHEY, FL 346730370 Physical Address					Assessment (totals) Ag Land -- Land \$16,250 Building \$0 Extra Features \$123 Total Assessment \$16,373 Save Our Homes \$0 Taxable Value \$16,373			
Legal Description (First 4 Lines) BETMAR ACRES UNIT 2 PB 9 PG 48 WEST 50.00 FT OF LOT 154 OR 1790 PG 850								
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00R3	5,000.00	SF	3.25	1.00	\$16,250
Additional Land Information								
Acres	0.11	Tax Area	30FZ	Fema Code	-	Res Code	LABRLP1	
Building Information								
Unimproved Parcel 00								
Extra Features (Card: 1 of 1)								
Line	Description	Year	Units	Value				
1	UDU-M	1969	1	\$123				
Sales History								
Previous Owner			TURCO EVA A &					
Year	Month	Book / Page			Type	Amount		
1989	03	1790 / 0850			WD	--		
1986	04	1497 / 1215			WD	--		

[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Calculate Taxes](#)
[See Tax Collector Information - Current/Delinquent Taxes](#)

Tangible Property, Documents and Customer List

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

(2) All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable water and the collection and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Utility System or others; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to UTILITY, to the extent that UTILITY's rights to the foregoing are transferable.

(3) All items of inventory owned by UTILITY on the Closing Date.

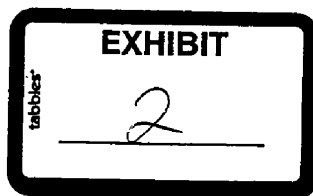
(4) All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser to operate the Utility System in UTILITY's possession.

(5) All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in UTILITY's possession.

Excluding:

1) Cash, accounts receivable, bank accounts, equity and debt securities of any nature, deposits maintained by UTILITY with any governmental authority, utility deposits and prepaid expenses of UTILITY, which are UTILITY's sole property and are not subject to refund to customers, including Developers or others; and

(2) Escrow and other UTILITY provisions for payment of federal and state income taxes.



Clubhouse II Litigation

EASEMENT

Return to and Prepared by:

Thomas P. McAlvanah, Esquire
Thomas P. McAlvanah, P.A.
37818 Hwy. 54 West
Zephyrhills, Florida 33541
(813) 782-2002

Property Appraisers Parcel Identification Number:

Grantee Tax I.D. #:

THIS EASEMENT, made the 29th day of January, A.D., 1998, between BETMARACRES CLUB, INC., a Florida not-for-profit corporation, hereinafter called the grantor, to BETMAR UTILITIES, INC., a Florida corporation, whose post office address is: P.O. Box 370, Port Richey, Florida 34673, hereinafter called the grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the grantee, the receipt whereof is hereby acknowledged, does hereby convey, transfer and confirm unto the grantee an Easement for ingress egress and maintenance over and across the following described real property, lying and being in Pasco County, Florida to-wit:

SEE ATTACHED EXHIBIT "A"

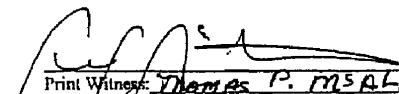
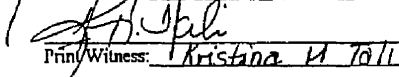
This instrument was prepared by Thomas P. McAlvanah, Esquire, 37818 Hwy. 54 West, Zephyrhills, Florida 33541, who certifies that he prepared the same from information given to him by the parties, and neither the marketability of title nor accuracy of description is hereby guaranteed.


AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey this easement in said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

BETMARACRES CLUB, INC.


Print Witness: Thomas P. McAlvanah

Print Witness: Kristina M. Tali


By: 
Is: Lewis E. Hughes, Chairman
Address: 37145 Lakewood Drive
Zephyrhills, Florida 33541
Tax I.D. No.: 59-1782089

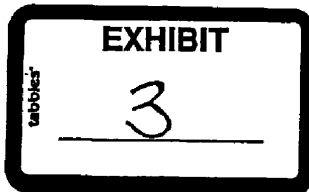
Corporate Seal ()

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Lewis E. Hughes as Chairman of BETMAR ACRES CLUB, INC., known to me to be the person described in, executed the foregoing instrument, who acknowledged before me that he executed same, that I relied upon the following form of identification of the above named person: Personally known

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of January, A.D., 1998.
Seal/Expiration/Commission No.:


NOTARY PUBLIC
Print Notary Name: Kristina M. Tali



FOR: BETMAR OWNERS
 DATE: JANUARY 12, 1998
 ORDER #11907-ZH

*SKETCH OF LEGAL DESCRIPTION ONLY
 NOT A BOUNDARY SURVEY*

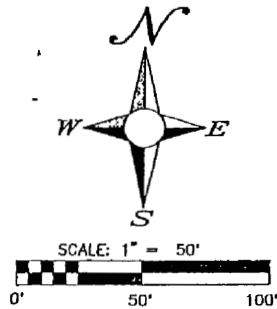
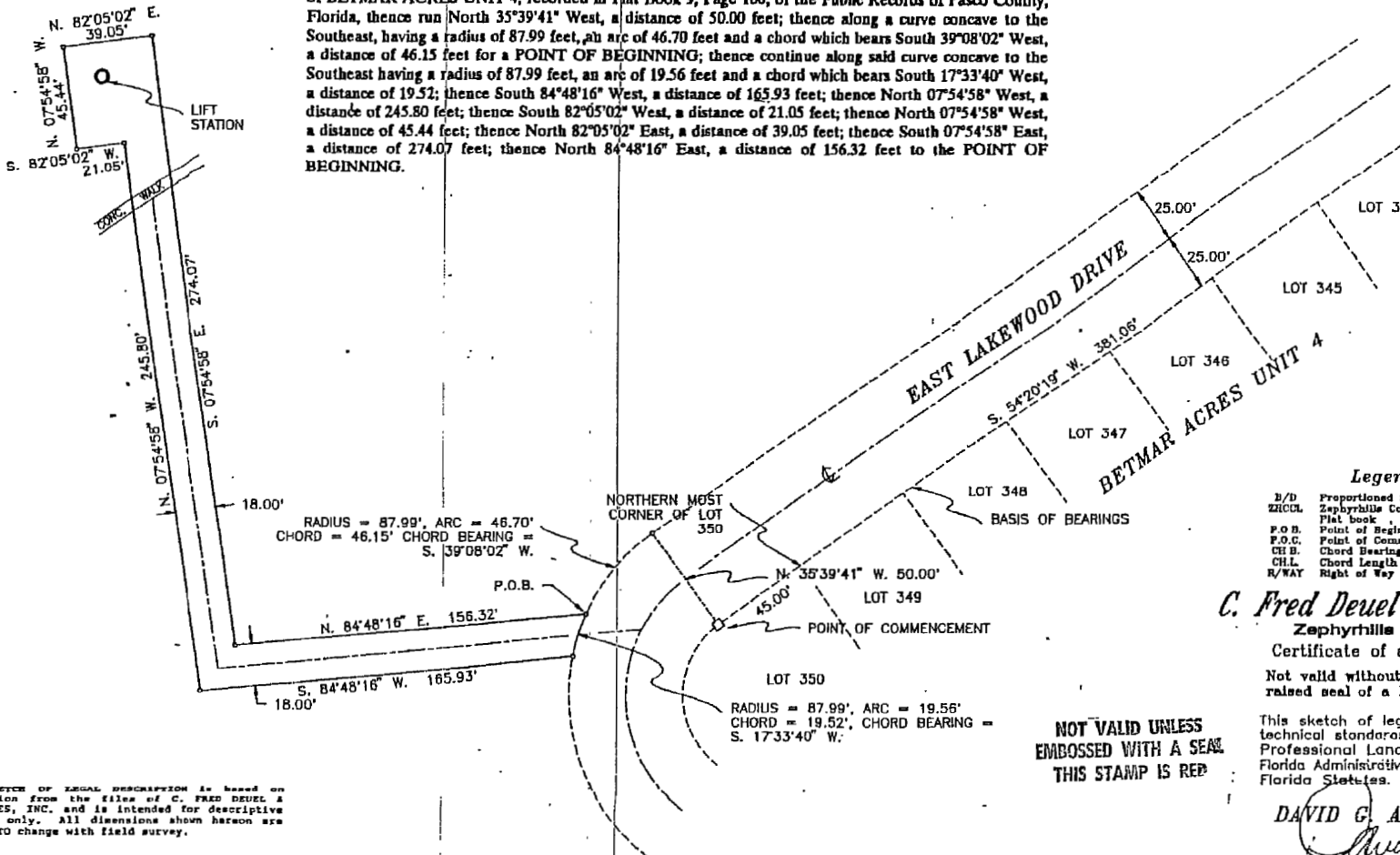
SECTION 10, TOWNSHIP 26 S., RANGE 21 E.
 PASCO COUNTY, FLORIDA

C. Fred Deuel and Associates, Inc.
 5151 Gail Blvd.
 Zephyrhills, Florida 33541
 Phone: (813) 782-8717
 Fax: (813) 782-6428

LEGAL DESCRIPTION

An easement for ingress, egress and maintenance over and across that portion of Section 10 Township 26 South, Range 21 East, described as follows:

Commence at the P.R.M. situated South 54°20'19" West, 45.00 feet from the Northernmost corner of Lot 350 of BETMAR ACRES UNIT 4, recorded in Plat Book 9, Page 106, of the Public Records of Pasco County, Florida, thence run North 35°39'41" West, a distance of 50.00 feet; thence along a curve concave to the Southeast, having a radius of 87.99 feet, an arc of 46.70 feet and a chord which bears South 39°08'02" West, a distance of 46.15 feet for a POINT OF BEGINNING; thence continue along said curve concave to the Southeast having a radius of 87.99 feet, an arc of 19.56 feet and a chord which bears South 17°33'40" West, a distance of 19.52; thence South 84°48'16" West, a distance of 165.93 feet; thence North 07°54'58" West, a distance of 245.80 feet; thence South 82°05'02" West, a distance of 21.05 feet; thence North 07°54'58" West, a distance of 45.44 feet; thence North 82°05'02" East, a distance of 39.05 feet; thence South 07°54'58" East, a distance of 274.07 feet; thence North 84°48'16" East, a distance of 156.32 feet to the POINT OF BEGINNING.



- Legend**
- B/D Proportioned Section Breakdown
 - Z/C/L Zephyrhills Colony Company Lands
 - Plat book Page
 - P.O.B. Point of Beginning
 - P.O.C. Point of Commencement
 - CH.B. Chord Bearing
 - CH.L. Chord Length
 - R/WAY Right of Way

C. Fred Deuel and Associates, Inc.
 Zephyrhills St. Petersburg

Certificate of authorization number LB 107

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

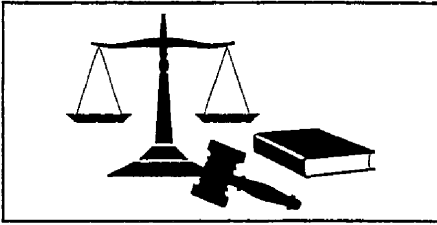
This sketch of legal description meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-8, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DAVID G. ARMSTRONG

Florida Surveyor's Registration No. 4970

NOT VALID UNLESS
 EMBOSSED WITH A SEAL
 THIS STAMP IS REP

This sketch of legal description is based on information from the files of C. FRED DEUEL & ASSOCIATES, INC. and is intended for descriptive purposes only. All dimensions shown hereon are SUBJECT TO change with field survey.



THOMAS P. McALVANA, P.A.

Attorney At Law

5739 Gall Boulevard, Zephyrhills, Florida 33542

Phone: (813) 782-2002

Fax: (813) 788-3852

May 16, 2003

East Pasco Utilities
ATTN: Jackie Turco
11838 Tee Time Circle
New Port Richey, FL 34654

Re: Betmar Acres Club, Inc.

Dear Mrs. Turco:

Enclosed you will find the documents that were prepared and executed by the Chairman of Betmar Acres Club, Inc. They include a Bill of Sale, and an Easement for Ingress and Egress to the Lift Station and the maintenance thereof. I have also included a sketch of the Easement done by David G. Armstrong of C. Fred Deuel and Associates, Inc.

These documents should be sufficient for the County in your negotiations with them. If not, perhaps you could have the County contact me at the above number. If you have any questions, please do not hesitate to contact me.

Yours truly



THOMAS P. McALVANA, ESQUIRE

TPM:msb

Enclosure

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, That **BETMAR ACRES CLUB, INC.**, a Florida not-for-profit corporation, of the City of Zephyrhills, in the County of Pasco, State of Florida, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and OVC, lawful money of the United States, to it paid by **BETMAR UTILITIES, INC.**, a Florida corporation, County of Pasco, State of Florida, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, its executors, administrators and assigns, that certain **Sewer Lift Station (consisting of concrete casing, approximately 5 feet in diameter and 10 feet deep, together with 2 pumps and accompanying electrical system)** located on the northerly 45.44 feet of the following described property:

That portion of Section 10, Township 26 South, Range 21 East, described as follows: Commence at the P.R.M. situated South 54° 20' 15" West, 45.00 feet from the Northernmost corner of Lot 350 of BETMAR ACRES UNIT 4, recorded in Plat Book 9, page 106, of the Public Records of Pasco County, Florida; thence run North 35° 39' 41" West, a distance of 50.00 feet; thence along a curve concave to the Southeast, having a radius of 87.99 feet, an arc of 46.70 feet, and a chord which bears South 39° 08' 02" West, a distance of 46.15 feet for a POINT OF BEGINNING; thence continue along said curve concave to the Southeast having a radius of 87.99 feet, an arc of 19.56 feet and a chord which bears South 17° 33' 40" West, a distance of 19.52 feet; thence South 84° 48' 16" West, a distance of 165.93 feet; thence North 07° 54' 58" West, a distance of 245.80 feet; thence South 82° 05' 02" West, a distance of 21.05 feet; thence North 07° 54' 58" West, a distance of 45.44 feet; thence North 82° 05' 02" East, a distance of 39.05 feet; thence South 07° 54' 58" East, a distance of 274.07 feet; thence North 84° 48' 16" East, a distance of 156.32 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND the property herein conveyed is delivered "As Is" without any warranty from the party of the first part, **BETMAR ACRES CLUB, INC.**, including merchantability and fitness for any particular purpose.

AND by acceptance of this Bill of Sale, the party of the second party, **BETMAR UTILITIES, INC.**, does hereby agree to maintain the lift station and its components.

AND it does for itself and its heirs, executors, administrators and assigns, covenant to and with the said party of the second party, its executors, administrators and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all encumbrances, that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, its executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this the

29th day of January, A.D., 1998.

Signed, Sealed and Delivered
in the Presence of:

BETMAR ACRES CLUB, INC.

By: Lewis E. Hughes
His: Lewis E. Hughes Chairman
Address: 37145 Lakewood Drive
Zephyrhills, Florida 33541
Tax ID. No.: 59-1782089 (seal)

Print Witness: DOMAS P. McALYANAN

Print Witness: Kristina M. Tali

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Lewis E. Hughes as Chairman of Betmar Acres Club, Inc., known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above named person: Personally Known.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of

January, A.D., 1998.

Seal/Expiration:

Kristina M. Tali
NOTARY PUBLIC - Kristina M. Tali



RETURN TO: East Pasco Utilities
6635 Hickorywood Lane
New Port Richey, FL 34653



AGREEMENT BETWEEN FIRST NATIONAL BANK OF PASCO
AND EAST PASCO UTILITIES, INC.

THIS AGREEMENT signed this 31st day of July, 2002, by and between First National Bank of Pasco (hereinafter referred to as "First National") of 37215 SR 54, Zephyrhills, FL, and East Pasco Utilities, Inc. (hereinafter referred to as "East Pasco") of 6635 Hickorywood Lane, New Port Richey, FL 34653, states as follows:

First National agrees to allow East Pasco to use the right-of-way/easement on the east side, along the fence line, east of Allen Road to 1320 feet, plus or minus, of First National property for the installation of an eight inch (8") water main loop which is within Section 10, Township 26 South, Range 21 East, Pasco County, Florida.

East Pasco will be hiring a contractor, D & P Trenching, to complete the work, and said contractor will supply First National with a proof of insurance to hold First National harmless of any damage or injuries.

IN WITNESS WHEREOF, the parties hereto sign this agreement on the date first above written.

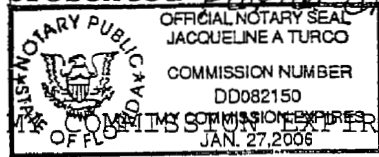
SIGNED IN THE PRESENCE OF:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FIRST NATIONAL BANK OF PASCO
BY: [Signature]
for Mr Roberts
ITS: _____
EAST PASCO UTILITIES, INC.
BY: [Signature]
JACQUELINE A. TURCO
PRESIDENT FLD # T 620-421-43-841

STATE OF FLORIDA)
COUNTY OF PASCO)

Before me this 31st day of July, 2002, personally appeared Tracy F Mahon the Office Mgr of First National Bank, who presented Florida drivers License # M500-806-63-949-0 as identification.



[Signature]
NOTARY PUBLIC

Before me this 31st day of July, 2002, personally appeared Jacqueline A. Turco, President of East Pasco Utilities, Inc., who presented a Florida driver's license number FL DL # T620-421-43-841- as identification.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/15/04



Rept: 609656
DS: 0.70
08/09/02
Rec: 6.00
IT: 0.00
Spity Clerk
JED PITTMAN
08/09/02 04:03pm
OR BK 5033
PG 512
PASCO COUNTY CLERK

AGREEMENT BETWEEN FIRST NATIONAL BANK OF PASCO
AND EAST PASCO UTILITIES, INC.

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East Pasco will be hiring a contractor, D & P Trenching, to complete the work, and said contractor will supply First National with a proof of insurance to hold First National harmless of any damage or injuries.

IN WITNESS WHEREOF, the parties hereto sign this agreement on the date first above written.

SIGNED IN THE PRESENCE OF:

[Signature]
[Signature] Kathy Koca
[Signature]
[Signature] Kathy Koca

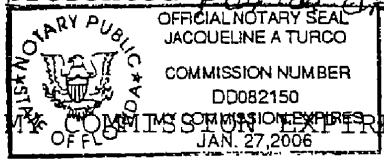
FIRST NATIONAL BANK OF PASCO

BY: [Signature]
for Mr Roberts
ITS: _____
EAST PASCO UTILITIES, INC.

BY: [Signature]
JACQUELINE A. TURCO
PRESIDENT FLD # T 620-421-43-841

STATE OF FLORIDA)
COUNTY OF PASCO)

Before me this 31st day of July, 2002, personally appeared Tracy F. Mahon the Office Mgr of First National Bank, who presented Florida driver's license # 17500-806-63-949-0 as identification.



[Signature]
NOTARY PUBLIC

Before me this 31st day of July, 2002, personally appeared Jacqueline A. Turco, President of East Pasco Utilities, Inc., who presented a Florida driver's license number FLDL # T620-421-43841- as identification.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

c:\wpdocs\BET\FINAT CON 4/15/04



LEASE BETWEEN EAST PASCO UTILITIES AND
ENVIRONMENTAL SPECIALISTS GROUP, INC.

This Lease dated March 1, 2001, by and between East Pasco Utilities, Inc., whose address is P. O.Box 370, Port Richey, FL 34670-0370, Lessee, and Environmental Specialist Group, Inc., whose address is 6635 Hickorywood Lane, New Port Richey, FL 34653, Lessors, states as follows:

TERMS: 48 Monthly Rental of \$1,300.00.

SECURITY DEPOSIT: NONE

1. PROPERTY DESCRIPTION: Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described as a 100 KW Kohler Generator Serial Number 384998 (hereinafter referred to as the "Generator").

2. INSURANCE: Lessee will guarantee Lessor that this Generator will be provided with insurance and to place Lessor on the insurance policy as a lienholder of the Generator.

3. EQUIPMENT FITNESS: If Generator is not operate as represented or warranted by the manufacture, or is unsatisfactory for any reason, regardless if cause or consequence, Lessee's only remedy, if any, shall be against the manufacturer of the Generator and not against Lessor.

5. WARRANTIES: Lessor assigns to Lessee any warranties made by the supplier or the manufacturer of the Generator.

6. Lessee shall have no remedy for consequential or incidental damages against Lessor; and no defect, damage or unfitness of the Generator for any purpose shall relieve Lessee of ~~the obligation to pay rent or relieve Lessee of any other obligation under this lease.~~

7. LEGAL ACTION; Lessee agrees that should any legal action, suit, or proceeding be initiated by any party of this Lease with regard to or arising out of this Lease, or the Generator covered hereby, ~~such action shall be brought only in the Circuit Court in Pasco County, Florida, and all parties consent to the jurisdiction of such Court as to all such actions.~~

8. PROHIBITION: Lessee is expressly prohibited from making any assignment of this Lease, subleasing the Truck or any interest therein, pledging or transferring the Lease or otherwise disposing of the Generator covered hereby, and the absence of prior written consent of Lessor.

9. LEASE PAYMENTS: Lessee agrees to pay Thirteen Hundred and 00/100 (\$1,300.00) Dollars as monthly payment, in accordance with the terms herein, the first monthly payment to be due on the 1st day of March, 2001, and a like amount on the same day of each

EXHIBIT

4

tabbles

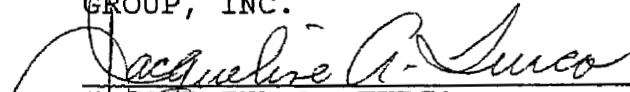
succeeding calendar month thereafter, payments to be made to Lessor's address set forth above, or as otherwise directed by lessor.

(a) This Lease is not cancelable or terminable by Lessee.

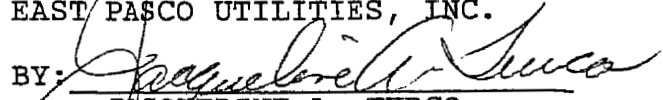
LESSEE ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS LEASE AND AGREES TO BE BOUND BY ALL OF THE TERMS AND PROVISIONS CONTAINED HEREIN UPON THE EXECUTION OF THIS LEASE AGREEMENT OR EARLIER ACCEPTANCE OF THE LEASED GENERATOR.

LESSOR:
ENVIRONMENTAL SPECIALISTS
GROUP, INC.

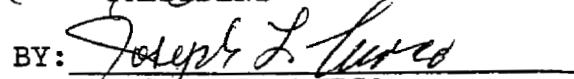
LESSEE:
EAST PASCO UTILITIES, INC.



JACQUELINE A. TURCO
PRESIDENT

BY: 

JACQUELINE A. TURCO
PRESIDENT

BY: 

JOSEPH L. TURCO
UTILITY MANAGER

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE
GENERAL
PERMIT NO. 202030.03

EXPIRATION DATE: February 10, 2004

PERMIT ISSUE DATE: February 10, 1994

THE PERMITTEE IS RESPONSIBLE FOR APPLYING FOR A RENEWAL OF THIS PERMIT PRIOR TO THE EXPIRATION DATE WHETHER OR NOT THE PERMITTEE RECEIVES PRIOR NOTIFICATION BY MAIL. FAILURE TO DO SO AND CONTINUED USE OF WATER AFTER EXPIRATION DATE IS A VIOLATION OF DISTRICT RULES AND MAY RESULT IN A MONETARY PENALTY AND/OR LOSS OF WATER. APPLICATION FOR RENEWAL PRIOR TO THE EXPIRATION DATE IS SUBJECT TO DISTRICT EVALUATION AND APPROVAL.

This permit, issued under the provision of Chapter 373, Florida Statutes, Florida Administrative Code 40D-2 authorizes the Permittee to withdraw the quantities outlined herein, and may require various activities to be performed by the Permittee as outlined by the Special Conditions. This permit, subject to all terms and conditions, meets all District permitting criteria.

GRANTED TO: Betmar Utilities, Inc.
P.O. Box 370
Port Richey, FL 34673-0370

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gpd)

AVERAGE: 360,000 PEAK MONTHLY: 570,000

<u>Use</u>	<u>Average</u>	<u>Peak Monthly</u>
Public Supply:	360,000 gpd	570,000 gpd

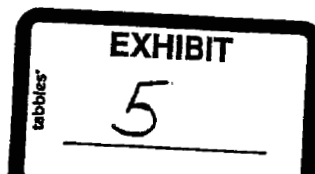
See Withdrawal Table for quantities permitted for each withdrawal point.

PROPERTY LOCATION: Pasco County, approximately 1 mile northwest of Zephyrhills.

TYPE OF APPLICATION: Renewal WATER USE CAUTION AREA: N/A

APPLICATION FILED: October 19, 1993 ACRES: 1.38 Owned
586.62 Serviced
588.00 Total

APPLICATION AMENDED: N/A



Permit No.: 202030.03
 Permittee: Betmar Utilities, Inc.
 Page 2 of 4

WATER USE: PUBLIC SUPPLY

SERVICE AREA NAME

Betmar Acres
 Lake Betmar Estates
 Betmar Village
 Hi -n- Dri Mobile Home Park

<u>USE TYPE</u>	<u>POPULATION SERVED</u>	<u>PER CAPITA RATE</u>
Residential Single Family	4,800	75
Total Public Supply Use:	4,800	75/Gross Per Capita Rate

District I.D. No. 6 formerly District I.D. No. 11 on WUP No. 208377.00

<u>I.D. NO.</u> <u>PERMITTEE/</u> <u>DISTRICT</u>	<u>LOCATION</u> <u>LAT/LONG</u>	<u>DIAM.</u> <u>(INCHES)</u>	<u>DEPTH</u> <u>TOTAL/CASED</u>	<u>USE</u>	<u>GALLONS PER DAY</u> <u>AVERAGE</u>	<u>PEAK</u> <u>MONTHLY</u>	
1 / 1	281353/821152	4	200 / 50	PS	150,000	260,000	Plugged capped Standby
2 / 2	281359/821203	6	400 / 81	PS	150,000	260,000	8th L Flint Plugged capped Standby
4 / 4	281401/821228	4	200 / 55	PS	150,000	260,000	Plugged capped Standby
5 / 5	281421/821234	10	450 / 80	PS	210,000	415,000	Arrowhead Plant
6 / 6	281432/821219	6	187 / 63	PS	150,000	260,000	Tara Standby OK
7 / 7 <i>future</i>	281401/821228	12	500 / 80	PS	150,000	260,000	Standby - to be drilled

PS=Public Supply

<u>DISTRICT</u> <u>I.D. NO.</u>	<u>SECTION/TOWNSHIP/RANGE</u>
1, 2	10/26/21
4, 5, 6, 7	09/26/21

Permit No.: 202030.03
Permittee: Betmar Utilities, Inc.
Page 3 of 4

SPECIAL CONDITIONS:

All conditions referring to approval by the Permitting Department Director, Resource Regulation, shall refer to the Brooksville Permitting Department Director, Resource Regulation.

1. All reports required by the permit shall be submitted to the District on or before the tenth day of the month following data collection and shall be addressed to:

Permits Data Section, Resource Regulation
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

Unless otherwise indicated, three copies of each plan or report, with the exception of pumpage, rainfall, evapotranspiration, water level or water quality data which require one copy, are required by the permit.

2. Within 90 days of permit issuance, completion of construction of the withdrawal facility or prior to activation of a stand-by source, District ID No(s). 1, 4 and 7, Permittee ID No(s). 1, 4 and 7, shall be equipped with non-resettable, totalizing flow meter(s), or other measuring device(s) as approved in writing by the Permitting Department Director, Resource Regulation, unless an extension is granted by the Director. Such device(s) shall have and maintain an accuracy within five percent of the actual flow as installed. Total withdrawal and meter readings from each metered withdrawal shall be recorded on a monthly basis and reported to the Permits Data Section (using District forms) on or before the tenth day of the following month. If a metered withdrawal is not utilized during a given month, a report shall be submitted to the Permits Data Section indicating zero gallons. Prior to meter installation, non-use shall be documented with monthly pumpage reports indicating zero gallons withdrawn.
3. The Permittee shall continue to maintain and operate the existing non-resettable, totalizing flow meter(s), or other flow measuring device(s) as approved by the Permitting Department Director, Resource Regulation, for District ID No(s). 2, 5 and 6, Permittee ID No(s). 2, 5 and 6. Such device(s) shall maintain an accuracy within five percent of the actual flow as installed. Total withdrawal and meter readings from each metered withdrawal shall be recorded on a monthly basis and reported to the Permits Data Section (using District forms) on or before the tenth day of the following month. If a metered withdrawal is not utilized during a given month, a report shall be submitted to the Permits Data Section indicating zero gallons.
4. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 17-532.500(3)(a)(4), F.A.C.

Permit No.: 202030.03
Permittee: Betmar Utilities, Inc.
Page 4 of 4

STANDARD CONDITIONS:

1. The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit "A" and made a part hereof.



Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

40D-2
Exhibit "A"

WATER USE PERMIT CONDITIONS

STANDARD CONDITIONS

1. If any of the statements in the application and in the supporting data are found to be untrue and inaccurate, or if the Permittee fails to comply with all of the provisions of Chapter 373, F.S., Chapter 40D, or the conditions set forth herein, the Governing Board shall revoke this permit in accordance with Rule 40D-2.341, following notice and hearing.
2. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing.
3. The Permittee shall not deviate from any of the terms or conditions of this permit without written approval by the District.
4. In the event the District declares that a Water Shortage exists pursuant to Chapter 40D-21, the District shall alter, modify, or declare inactive all or parts of this permit as necessary to address the water shortage.
5. The District shall collect water samples from any withdrawal point listed in the permit or shall require the permittee to submit water samples when the District determines there is a potential for adverse impacts to water quality.
6. The Permittee shall provide access to an authorized District representative to enter the property at any reasonable time to inspect the facility and make environmental or hydrologic assessments. ~~The Permittee shall either accompany District staff onto the property or make provision for access onto the property.~~
7. Issuance of this permit does not exempt the Permittee from any other District permitting requirements.
8. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below applicable minimum water level established in Chapter 40D-8 or rates of flow in streams fall below the minimum levels established in Chapter 40D-8.
9. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

10. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
11. The District may establish special regulations for Water Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
12. The Permittee shall mitigate, to the satisfaction of the District, any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include:
 - a. A reduction in water levels which impairs the ability of a well to produce water;
 - b. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - c. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of any aquifer or water body.
13. The Permittee shall mitigate to the satisfaction of the District any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include the following:
 - a. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams, or other watercourses;
 - b. Sinkholes or subsidence caused by reduction in water levels;
 - c. Damage to crops and other vegetation causing financial harm to the owner; and
 - d. Damage to the habitat of endangered or threatened species.
14. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
- ~~15. A District identification tag shall be prominently displayed at each withdrawal point by permanently affixing the tag to the withdrawal facility.~~
16. The Permittee shall notify the District within 30 days of the sale or conveyance of permitted water withdrawal facilities or the land on which the facilities are located.
17. All permits issued pursuant to these Rules are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

R. 04-22-93



Jeb Bush
Governor

Department of Environmental Protection

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

David B. Struhs
Secretary

January 17, 2003

East Pasco Utilities, Inc.
6635 Hickorywood Lane
New Port Richey, FL 34653

RE: Sanitary Survey
East Pasco Utilities
PWS-ID No. 651-0147
Pasco County

Dear Mrs. Turco:

Enclosed, please find a copy of the sanitary survey report for the above referenced public water system. On the last page of this report, you will find a list of deficiencies, if any, that were noted during a recent inspection, along with recommended action.

You are hereby requested to correct all listed deficiencies as recommended and to notify this office within 30 days, in writing, of your action and sampling.

Thank you for your cooperation. If you have any questions or concerns, please contact me at
(813) 744-6100 ext. 461.

Sincerely,

Cari Butler
Environmental Specialist I
Drinking Water Section

CB

Enclosure

State of Florida
Department of Environmental Protection
Southwest District

SANITARY SURVEY REPORT

Plant Name EAST PASCO UTILITIES County PASCO PWS ID # 6510147
Plant Location BETMAR ON SR 54 ZEPHYRHILLS, FL 33540 Phone 813-845-3600
Owner Name JACKIE TURCO Phone 727-845-3199
Owner Address 6635 HICKORYWOOD LANE NEW PORT RICHEY, FL 34653
Contact Person DICK DAVIS Title MAINTENANCE Phone 813-782-1969
This Survey Date 1/14/03 Last Survey Date 6/27/00 Last C.I. Date 4/23/02

PWS TYPE & CLASS

- Community (5D)
 Non-transient Non-community
 Non-Community

PWS STATUS

- Approved system with approval number & date

 Unapproved system

SERVICE AREA CHARACTERISTICS

SUBDIVISION _____

Food Service: Yes No N/A

OPERATION & MAINTENANCE

Certified Operator: Yes No Not required
Operator(s) & Certification Class-Number
JOE KUHNS C-6754

O & M Log: Yes No Not required

Operator Visitation Frequency

Hrs/day: *Required* _____ *Actual* _____

Days/wk: *Required* 6 *Actual* 6

Non-consecutive Days? Yes No N/A

MORs submitted regularly? Yes No N/A

Data missing from MORs? No Yes N/A

Number of Service Connections 1160

Population Served 2928 Basis DEC'02 MOR

Average Day (from MORs) _____ gpd

Max. Day (from MORs) _____ gpd

Max-day Design Capacity _____ gpd

Comments _____

COMET: SITE ID _____ PROJECT ID _____

RAW WATER SOURCE

- GROUND; Number of Wells 3
 SURFACE/UDI; Source _____
 PURCHASED from PWS ID # _____
 Emergency Water Source _____
Emergency Water Capacity _____

AUXILIARY POWER SOURCE

- Yes None Not Required
Source KOHLER DIESEL (AT NORTH PLANT)
Capacity of Standby (kW) 100
Switchover: Automatic Manual
Standby Plan: Yes No
Hrs Operated Under Load 4 hrs/mo.

What equipment does it operate?

- Well pumps _____
 High Service Pumps _____
 Treatment Equipment _____

Satisfy 1/2 max-day demand? Yes No Unk

Comments AUTO DIALER ACTIVATED WHEN
GENERATOR RUNS; AUX. POWER PLAN 4/23/97

TREATMENT PROCESSES IN USE

GAS CHLORINATION, POLYPHOSPHATE

HYPO CHLORINATION ONLY AT TARA PLANT

What additional treatment is needed?

NONE

For control of what deficiencies? _____

DISTRIBUTION SYSTEM

Flow Measuring Device Flow Meter

Meter Size & Type BADGER/WTR SPEC./MUES.

Backflow Prevention Devices: Yes No

Cross-connections _____

Written Cross-connection Control Program: Yes

Coliform Sampling Plan: Yes No N/A

Comments _____

CCC PLAN: 1/24/95

BACTI PLAN: 5/8/02

GROUND WATER SOURCE

Well Number	2	5	6	
Year Drilled	1969	1974	1971	
Depth Drilled	400'	450'	200'	
Drilling Method	CABLE	CABLE		
Type of Grout				
Static Water Level	20'	20'	20'	
Pumping Water Level				
Design Well Yield	540	750	200	
Test Yield	540	750	200	
Actual Yield (if different than rated capacity)				
Strainer	NONE	NONE		
Length (outside casing)	81'	80'	55'	
Diameter (outside casing)	6"	10"	6"	
Material (outside casing)	STEEL	STEEL	STEEL	
Well Contamination History	NO	NO		
Is inundation of well possible?	NO	NO	NO	
6' X 6' X 4" Concrete Pad	YES	YES	YES	
SET BACKS	Septic Tank			
	Reuse Water			
	WW Plumbing			APPROX 60'
	Other Sanitary Hazard			Golf course 110'
Type	SUBMERSIBLE	TURBINE	TURBINE	
PUMP	Manufacturer Name	F & W	G. E.	US ELECTRIC
	Model Number	2366056010	5K6247XHIA	6210-2Z-J/C3
	Rated Capacity (gpm)			
	Motor Horsepower	25	40	20
Well casing 12" above grade?	NO	NO	YES	
Well Casing Sanitary Seal	YES	YES	YES	
Raw Water Sampling Tap	YES	YES	YES	
Above Ground Check Valve	YES	YES	YES	
Fence/Housing	YES	YES	YES	
Well Vent Protection	YES	YES	YES	

COMMENTS WELL #2 SOUTH GPS# AAC0304, LOCATED AT FLINT & 8TH
WELL #5 NORTH GPS# AAC0305, LOCATED AT PLANT & ARROWHEAD
WELL #6 TARA GPS# AAH6062, LOCATED AT TARA & APACHE IS USED FOR FIRE PROTECTION ONLY

CHLORINATION (Disinfection)

Type: Gas Hypo
 Make REGAL/PULSATRON Capacity 30 gpd
 Chlorine Feed Rate _____
 Avg. Amount of Cl₂ gas used 8 ppd
 Chlorine Residuals: Plant 1.4 Remote 2.06
 Remote tap location LADIES RR @ GOLFCLUB
 DPD Test Kit: On-site With operator
 None Not Used Daily
 Injection Points PRIOR TO HYDRO TANK
 Booster Pump Info BOTH 1 HP:A.O SMITH/CENTR
 Comments MODEL#C48L2DB11, STENNER,
10 GPD, FEED PUMP FOR POLYPHOSPHATE
(TARA PLANT IS HYPO CL ONLY)

STORAGE FACILITIES

(G) Ground (H) Hydropneumatic (E) Elevated
 (B) Bladder (C) Clearwell

Tank Type/Number	H-1	H-2	H-3
Capacity (gal)	5000	10000	5000
Material	STEEL	STEEL	STEEL
Gravity Drain	Yes	Yes	Yes
By-pass Piping	Yes	Yes	Yes
Pressure Gauge	Yes	Yes	Yes
Sight Glass or Level Indicator	Yes	Yes	Yes
Fittings for Sight Glass	Yes	Yes	Yes
Protected Openings	N/A	N/A	N/A
PRV/ARV	Both	PRV	Both
On/Off Pressure	40/62	40/62	32/54
Access Padlocked	No	No	No
Height to Bottom of Elevated Tank	N/A	N/A	N/A
Height to Max. Water Level	N/A	N/A	N/A

Comments _____
10000 GAL. TANK IS AT NORTH PLANT

Chlorine Gas Use Requirements	YES	NO	Comments
Dual System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Auto-switchover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Alarms:			
Loss of Cl ₂ capability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Loss of Cl ₂ residual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cl ₂ leak detection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Scale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chained Cylinders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reserve Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adequate Air-pak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	in office
Sign of Leaks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Fresh Ammonia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ventilation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	tanks outside
Room Lighting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Warning Signs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Repair Kits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fitted Wrench	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Housing/Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	fencing

AERATION (Gases, Fe, & Mn Removal)

Type _____ Capacity _____
 Aerator Condition _____
 Bloodworm Presence _____
 Visible Algae Growth _____
 Protective Screen Condition _____
 Comments _____

HIGH SERVICE PUMPS

Pump Number			
Type			
Make			
Model			
Capacity (gpm)			
Motor HP			
Date Installed			
Maintenance			

Comments _____

COMPLIANCE MONITORING COMMUNITY PUBLIC WATER SYSTEMS

CONTAMINANT	PWS Screen	# Samples Required	Sampling Location	C > 3300			C ≤ 3300		
				Frequency	Sample Date	Due Date	Frequency	Sample Date	Due Date
Microbiological (Bacte)	024	1	Each well	monthly	-	-	monthly	monthly	monthly
		2	Distribution				monthly	monthly	
Volatile Organics	028	<i>(Note A)</i>	<i>(Note H)</i>	<i>(Notes A, 1)</i>	-	-	<i>(Notes A, 2)</i>	11/15/00	2003
Pesticides & PCBs	029	<i>(Notes B, E)</i>	<i>(Note H)</i>	3 years <i>(Note 1)</i>	-	-	3 years <i>(Note 2)</i>	1/26/99	2003
Nitrate & Nitrite (as N)	030	1	POE	annually	-	-	annually	10/31/02	2003
Inorganics	030	1	POE	3 years <i>(Note 1)</i>	-	-	3 years <i>(Note 2)</i>	11/8/00	2003
Asbestos	030	1 <i>(Note F)</i>	Distribution	9 years <i>(Note 7)</i>	-	-	9 years <i>(Note 8)</i>	Waiver	2003
Secondaries	031	1	POE	3 years <i>(Note 1)</i>	-	-	3 years <i>(Note 2)</i>	11/8/00	2003
Radionuclides	033	<i>(Note C)</i>	POE	3 years <i>(Note 1)</i>	-	-	3 years <i>(Note 2)</i>	11/8/00	2003
Group I UOCs	035	<i>(Notes B, E, G)</i>	POE	<i>(Note 4)</i>	-	-	<i>(Note 5)</i>	10/28/94	-
Group II UOCs	034	1 <i>(Notes E, G)</i>	POE	3 years <i>(Note 1)</i>	-	-	3 years <i>(Note 2)</i>	1/26/99	-
Group III UOCs	036, 037	1 <i>(Note G)</i>	POE	<i>(Note 4)</i>	-	-	<i>(Note 5)</i>	-	-
Lead and Copper	047	<i>(Note D)</i>	---	---	-	-	---	9/25/00	Jun-Sept. 2003
TTHM (≥ 10,000 persons)	027	4/plant	Distribution	Quarterly	-	-	N/A	N/A	N/A

POE = Point of Entry (Samples shall be taken at each entry point to the distribution system that is representative of each source after treatment.)

See Page 5 for description of italicized notes.

NOTES:

SAMPLES REQUIRED/SAMPLING LOCATION:

Note A See Rule 62-550.515(1), F.A.C. Each system shall take four consecutive quarterly samples during its assigned year in the system's first compliance period. If no contaminant is detected, the system shall monitor annually during the next three-year compliance period. If still no contaminants are detected, systems shall take one sample during each subsequent three-year compliance period.

If the initial monitoring for contaminants listed in Rule 62-550.310(2)(b), F.A.C., was completed prior to December 31, 1992, then each system shall take one sample annually beginning January 1, 1993.

Note B 4 consecutive quarterly samples. Credit will be given for samples taken before January 1, 1993.

Note C See Rule 62-550.519, F.A.C. Compliance shall be based on the average of analyses of four consecutive quarterly samples. A maximum of two quarterly samples may be composited. Subsequent samples shall be collected once every three years.

Note D Contact the Southwest District's Drinking Water Program at (813) 744-6100 or contact the Florida Rural Water Association.

Note E Contact the Southwest District's Drinking Water Program at (813) 744-6100 to obtain an application for reduced monitoring.

Note F See Rule 62-550.511(4), F.A.C. A system without asbestos-containing components shall certify to the Department in writing, using DEP Form No. 62-555.910(10), that it is asbestos free. Certification shall satisfy subsections (1), (2), and (3) of the referenced rule, and shall be submitted each nine-year compliance cycle during the specified year the system is required to monitor.

Note G See Rule 62-550.521(4), F.A.C. Systems serving less than 150 service connections and serving fewer than 350 persons should notify the Department, by submitting DEP Form No. 62-555.910(11), that their system is available for testing. Normally, these small systems will not be required to monitor for UOCs. Do not send such samples to the Department unless required to do so by the Department.

Note H First quarter samples shall be representative of each well. Subsequent samples shall be taken at each entry point to the distribution system that is representative of each source after treatment.

FREQUENCY:

Note 1 First year of each three-year compliance period (calendar years ~~1993, 1996, 1999, etc.~~)

Note 2 Second year of each three-year compliance period (calendar years 1994, 1997, 2000, etc.)

Note 3 Third year of each three-year compliance period (calendar years 1995, 1998, 2001, etc.)

Note 4 First year of the first three-year compliance period (i.e. calendar year 1993)

Note 5 Second year of the first three-year compliance period (i.e. calendar year 1994)

Note 6 Third year of the first three-year compliance period (i.e. calendar year 1995)

Note 7 First year of each nine-year compliance cycle (calendar years 1993, 2002, etc.)

Note 8 Second year of each nine-year compliance cycle (calendar years 1994, 2003, etc.)

Note 9 Third year of each nine-year compliance cycle (calendar years 1995, 2004, etc.)

MONITORING VIOLATIONS	MCL VIOLATIONS

DEFICIENCIES:

NO DEFICIENCIES WERE NOTED AT THE TIME OF THIS SURVEY.

REMINDER: 2003 IS THE BIG SAMPLING YEAR FOR THIS SYSTEM.
YOU ARE ENCOURAGED TO SAMPLE EARLY.

Inspector Candace M. Butler Title Env. Specialist I Date 1/17/03
Approved by Paul B. Smith Title Env. Supervisor II Date 1/17/03

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

98-S

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

EAST PASCO UTILITIES, INC.

Whose principal address is:

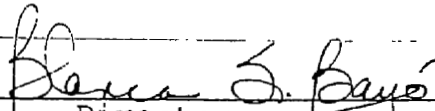
9828 Highway 19
Port Richey, FL 34668-3847 (Pasco County)

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

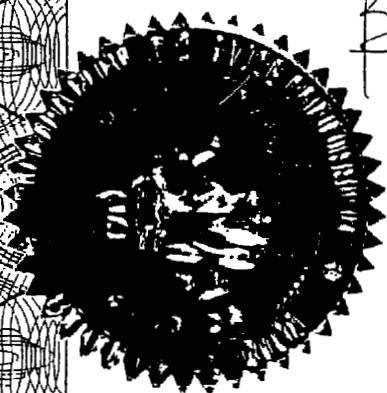
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	5739	DOCKET	C-73175-WS
ORDER	7202	DOCKET	760207-S
ORDER	7417	DOCKET	760332-S
ORDER	10838	DOCKET	820022-WS
ORDER	25215	DOCKET	891280-WS
ORDER	PSC-99-2497-FOF-WS	DOCKET	991747-WS

FLORIDA PUBLIC SERVICE COMMISSION



Director
Division of Records and Reporting



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

137-W

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

EAST PASCO UTILITIES, INC.

Whose principal address is:

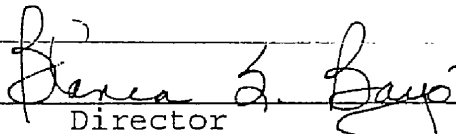
9828 Highway 19
Port Richey, FL 34668-3847 (Pasco County)

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

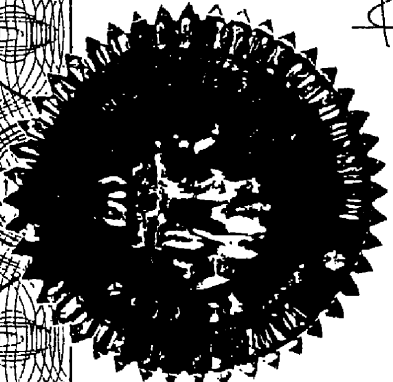
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	5739	DOCKET	C-73175-WS
ORDER	7202	DOCKET	760206-W
ORDER	7417	DOCKET	760331-W
ORDER	10838	DOCKET	820022-WS
ORDER	25215	DOCKET	891280-WS
ORDER	PSC-99-2497-FOF-WS	DOCKET	991747-WS

FLORIDA PUBLIC SERVICE COMMISSION



Director
Division of Records and Reporting





En

Lawton Chiles
Governor

Joseph L. Turco, Utility Man,
Betmar Utilities, Inc.
P.O. Box 370
Port Richey, FL 34673-0370

Re: Betmar Utilities WTP
Permit Number: WC51-291
ID. Number: 6510147

Dear Mr. Turco:

Enclosed is the above referenced permit system, issued pursuant to Section(s)

A person whose substantial interest is affected by an administrative proceeding (hearing) in which a petition must contain the information required by the General Counsel of the Department at the address indicated above at the time of receipt of this Permit. This shall constitute a waiver of any right to a determination (hearing) under Section 1:

- The Petition shall contain the following:
- (a) The name, address, and telephone number and address, the Department Permit File number;
 - (b) A statement of how and when the action or proposed action;
 - (c) A statement of how each petitioner's interest is affected by the Department's action or proposed action;
 - (d) A statement of the material facts;
 - (e) A statement of facts which pertain to the Department's action or proposed action;



Lawton Chiles
Governor

BETMAR UTIL.

Department of Environmental Protection

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wederell
Secretary

NOTICE OF PERMIT

February 4, 1997

Joseph L. Turco, Utility Manager
Betmar Utilities, Inc.
P.O. Box 370
Port Richey, FL 34673-0370

Re: Betmar Utilities WTP
Permit Number: WC51-296417
ID. Number: 6510147

Dear Mr. Turco:

Enclosed is the above referenced permit to modify a community public water supply system, issued pursuant to Section(s) 403.087(1), Florida Statutes.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with Section 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, within 14 days of receipt of this Permit. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, Florida Statutes.

The Petition shall contain the following information;

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
- (d) A statement of the material facts disputed by Petitioner, if any;
- (e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;

PERMITTEE: Joseph L. Turco
PERMIT NO.: WC51-296417

Page Two

(f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this permit. Persons whose substantial interests will be affected by any decision of the Department with regard to the application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 14 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, F.A.C.

This permit is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above paragraphs or unless a request for extension of time in which to file a petition is filed within the time specified for filing a petition and conforms to Rule 62-103.070, F.A.C. Upon timely filing of a petition or a request for an extension of time this permit will not be effective until further Order of the Department.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate procedure, with the Clerk of the Department in the Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date the Final Order is filed with the Clerk of the Department.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION
DRINKING WATER PROGRAM

MM /dmp

cc: Pasco CPHU
Edwin J. Rogers, P.E.

PERMITTEE: Joseph L. Turco
PERMIT NO.: WC51-296417

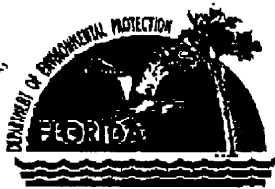
Page Three

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on 2/4/97 to the listed persons.

FILING AND ACKNOWLEDGEMENT
FILED, on this date, pursuant
to §120.52(10), Florida
Statutes, with the designated
Department Clerk, receipt of
which is hereby acknowledged.

Dorothy Pelham 2/4/97



Department of Environmental Protection

Lawton Chiles
Governor

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wetherell
Secretary

PERMITTEE
Betmar Utilities, Inc.
P.O. Box 370
Port Richey, Florida 34673-0370

Attn.: Joseph L. Turco
Utility Manager

Permit/Certification
ID. Number: 6510147
Permit Number: WC51-296417
Date of Issue: 2/4/97
Expiration Date: 2/4/99
County: Pasco
Lat/Long: N/A
Sect/Town/Rge: 9,10/26S/21E
Project: Betmar Utilities WTP Modifications

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-555. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached hereto or on file with department and made a part hereof and specifically described as follows:

Modification of a community public water supply system. The modifications shall be in accordance with the plans and specifications prepared by Towson-Rogers Engineering, Inc. and are to include:

At Well #6 WTP (Arrowhead Dr.):

One (1) 10 gpd blended phosphate feed pump with 55-gallons solution tank ("After the Fact");

One (1) high/low vacuum alarm switch and automatic dialer ("After the Fact");

Installation of a 100 kw generator with diesel engine, equipped with automatic start-up and automatic transfer switch and a 125 gallon double-walled fuel storage tank;

At Well #3 WTP (Flint Street & 8th Avenue):

One (1) 10 gpd blended phosphate feed pump with 55-gallons solution tank ("After the Fact"); and

One (1) high/low vacuum alarm switch and automatic dialer ("After the Fact").

Location: off of SR 54, west of US Highway 41, City of Zephyrhills, Pasco County.

The water system's capacity shall be 0.360 mgd at maximum daily flow based on the available storage in the hydropneumatic tanks.

PERMITTEE

Joseph L. Turco
Betmar Utilities WTP Modifications

Permit No. WC51-296417

Specific Conditions

1. Within ninety (90) days from the date of issuance of this permit, the permittee must submit a copy of the utility's written auxiliary power plan which details how it meets the requirements of F.A.C. Rule 62-555.320.
2. Before final clearance is granted for this permit the applicant must demonstrate that the auxiliary power system is equipped with an automatic start-up device pursuant to F.A.C. Rule 62-555.320(6)(a)3. See Specific Condition No. 8 of this permit.
3. All construction must be in accordance with this permit. The Department must be notified in writing of any proposed changes to be made to the permitted project. Changes in a permitted project may be made only on prior written approval and consent of the Department pursuant to F.A.C. Rule 62-555.530(2).
4. The finished water meters located at the water treatment plants must be read at approximately the same time each day, seven days a week. The actual meter readings and the total amounts of water pumped to distribution within the past twenty-four (24) hour period must be recorded in the water treatment plant logs. The water meters may be read by either the certified water treatment plant operator, the owner, or a representative of the owner.
5. The maximum day demand on the system for any twenty-four hour period may not exceed the permitted capacity of the water treatment plant. The permittee must insure that the capacity of the treatment plant and the distribution system facilities including pumps and pipes are increased as system demand is increased in order to maintain adequate capacity in the treatment plant and in order to maintain a minimum pressure of 20 psi throughout the distribution system.
6. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida. The permittee must retain the service of an engineer registered in the State to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit.
7. Permitted construction or alteration of a public water system may not be placed into service until a letter of clearance has been issued by this Department.
8. A letter of clearance may be issued once construction has been completed and the following items have been submitted:
 - a. Complete and fully executed form "Request for a Letter of Release to Place Water Supply System into Service", DEP Form 62-555.910(9);
 - b. Final "As-Built" Construction drawings signed and sealed by a Professional Engineer.

PERMITTEE

Joseph L. Turco
Betmar Utilities WTP Modifications

Permit No. WC51-296417

8. Continued.

c. Demonstration of compliance with Specific Condition No. 1 & 2 of this permit.

9. The permittee must instruct the engineer of record to request system clearance from the Department within thirty (30) days of completion of construction and testing of the system.

10. The permittee must insure that only chemicals which have been certified to be in conformance with ANSI/NSF Standard 60 are used in the treatment of the water.

11. The permittee must provide responsible operation personal in accordance with the Chapters 62-602 and 62-699, F.A.C.

12. Your facility has been classified as a Category IV, Class C water treatment plant. You must provide staffing by a Class C or higher operator five (5) visits per week and one (1) weekend visit. The lead or chief operator must be Class C or higher.

13. Complete, accurate, and timely monthly operation reports must be prepared by the certified water treatment plant operator using the form required pursuant to F.A.C. Rule 62-555.910 and submitted to the Department. The permittee must insure that all operation reports are submitted to the Department no later than fifteen (15) days after the month of record.

14. Compliance monitoring:

a. The drinking water must be analyzed for primary and secondary contaminants listed in F.A.C. Rules 62-550.310 and .320 to the degree and frequency required pursuant to F.A.C. Rule 62-550.

b. The drinking water must be analyzed for coliform bacteria every month. At least one representative raw sample and distribution samples in numbers proportionate to the population served as outlined in F.A.C. Rule 62-550.518 must be collected.

c. The drinking water must be analyzed for the Group I, Group II, and Group III Unregulated Organic Contaminants to the degree and frequency required pursuant to F.A.C. Rule 62-550.

d. All water quality analyses must be performed by a laboratory certified by the Department of Health and Rehabilitative Services and the results must be reported in the format approved by the Department.

15. Other sanitary hazards as defined in Rule 62-550.200, F.A.C., must not be located within 100 feet of the potable water supply well.

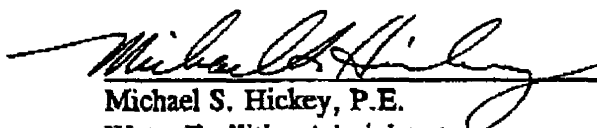
PERMITTEE

Joseph L. Turco
Betmar Utilities WTP Modifications

Permit No. WC51-296417

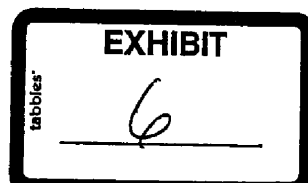
16. The supplier of water must maintain a minimum free chlorine residual of .2 mg/l or its equivalent throughout the distribution system at all times.
17. The supplier of water must maintain a minimum pressure of 20 psi throughout the distribution system.
18. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the district office and the Bureau of Historic Preservation, Division of Archives, History and Records Management, R.A. Gray Building, Tallahassee, Florida 32301, Telephone number (904) 487-2073.
19. The permittee must operate and maintain this facility in accordance with the requirements of F.A.C. Rule 62-555.350.
20. Where required by Chapter 471 (P.E.) or Chapter 492 (P.G.), Florida Statutes, applicable portions of permit applications and supporting documents which are submitted to the Department for public record shall be signed and sealed by the professional(s) who prepared them.
21. All documents submitted pursuant to the conditions of this permit shall be accompanied by a cover letter stating the name and date of the document submitted, the file number and project name of the permit involved, and the number(s) of the specific condition(s) affected. All submittals shall be signed by the permittee or the permittee's authorized representative whose name is on file with the Department and shall be forwarded to the Southwest District Office, Drinking Water Compliance/Enforcement Section, Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, Florida 33619-8218.
-
22. The permittee shall be aware of and operate under the attached "General Conditions". General conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


Michael S. Hickey, P.E.
Water Facilities Administrator
Southwest District

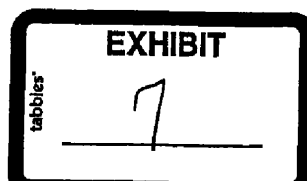
**WATER AND WASTEWATER SYSTEM PURCHASE AND SALE AGREEMENT
BETWEEN PASCO COUNTY, FLORIDA AND EAST PASCO UTILITIES, INC.**

THERE ARE NO CONTRACTS, SERVICES AGREEMENTS, DEVELOPERS'
AGREEMENT, AND LEASES RELATED TO THE SYSTEM.



WATER AND WASTEWATER SYSTEM PURCHASE AND SALE AGREEMENT
BETWEEN PASCO COUNTY, FLORIDA AND EAST PASCO UTILITIES, INC.

THERE IS NO NEW DEVELOPER'S AGREEMENT



HARTMAN & ASSOCIATES, INC.

engineers, hydrogeologists, surveyors & management consultants

PRINCIPALS

Gerald C. Hartman, P.E., DEE
Harold E. Schmidt, Jr., P.E., DEE
James E. Christopher, P.E.
Charles W. Drake, P.G.
Mark A. Rynning, P.E., M.B.A.
Mark I. Luke, P.S.M.
William D. Musser, P.E.

SENIOR ASSOCIATES

Marco H. Rocca, C.M.C.
Roderick K. Cashe, P.E.
Lawrence E. Jenkins, P.S.M.

July 31, 2002

HAI #01.0040.003

File 16.2

ASSOCIATES:

Douglas P. Dufresne, P.G.
Jon D. Fox, P.E.
James E. Golden, P.G.
Troy E. Layton, P.E.
Andrew T. Woodcock, P.E., M.B.A.
Grant C. Malchow, M.B.A.
John P. Toomey, P.E.
W. Thomas Roberts, III, P.E.
Michael B. Bomar, P.E.
Mark A. Gabriel, P.E.
George S. Flint, M.P.A.
Jennifer L. Woodall, P.E.
L. Todd Shaw, P.E.
Rafael A. Terrero, P.E., DEE
Jill A. Manning, P.E.
Daniel M. Nelson, P.E.
Valerie C. Davis, P.G.
Brian S. Fields, P.E.

Mr. Douglas Bramlett
Pasco County Utility Services
7530 Little Road
Suite 205
New Port Richey, FL 34654

**Subject: Phase II Environmental Site Assessment
East Pasco Utilities, Inc. System
Pasco County, Florida**

Dear Mr. Bramlett:

On July 17 and 18, 2002, Hartman and Associates, Inc. (HAI) visited the subject properties to conduct fieldwork for a Phase II Environmental Site Assessment (ESA). The Phase II ESA was conducted to confirm or discount any potential impacts related to recognized environmental conditions identified by our Phase I ESA for the subject property in July 2002. These recognized environmental conditions consisted of the following: 1) the potential for petroleum, fertilizer, and pesticide impacts to the Clubhouse #2 Lift Station from the adjoining Betmar Golf Course maintenance facility, and; 2) the presence of a Leaking Underground Storage Tank (LUST) site to the south of the Mission Square Lift Station site.

Work Performed

Our Phase II Scope of Work included sampling and analysis of ground water on the subject properties in the areas identified in our Phase I ESA as recognized environmental conditions. Specifically, we performed the following activities:

- installed one (1) temporary monitor well (TMW-2) at Clubhouse #2 Lift Station near the northeast corner of the property and collected one (1) groundwater sample for analysis of common petroleum and pesticide products by EPA Methods 8021 (aromatic volatile organics), 8081 (pesticides), and arsenic;
- installed one (1) temporary monitor well (TMW-MS) at Mission Square Lift Station near the east side of the property and collected one (1) groundwater sample for analysis of

201 EAST PINE STREET
TELEPHONE (407) 839-395

ORLANDO FORT MYERS

EXHIBIT

8

FL 32801
consulthai.com

WILLEMING DESTIN

Mr. Douglas Bramlett
July 31, 2002
Page 2

common petroleum and pesticide products by EPA Methods 8021 (aromatic volatile organics), 8081 (pesticides), and arsenic; and,

- Prepared a final letter report to document the results of the fieldwork and laboratory analyses in relation to State action levels for groundwater quality.

Groundwater Quality

Two (2) temporary monitor wells (TMW-2 and TMW-MS) were installed by HAI for the purpose of sampling ground water at the recognized environmental condition areas on the subject properties. The groundwater sample locations are shown on Figures 1 and 2. Figure 3 depicts the construction of TMW-2 and TMW-MS. Groundwater samples were collected from these two (2) areas by HAI personnel and transported to Environmental Conservation Laboratories (ENCO) in Orlando, Florida, for analysis. All groundwater samples were filtered in the field with a 1-micron inline filter prior to sampling. Based on the results of the laboratory analyses, there was no detection of the analyzed compounds above State drinking water standards or cleanup target levels. Field sample data records are included in Appendix A, and the complete laboratory analytical results are included in Appendix B.

Conclusions and Recommendations

Hartman & Associates, Inc. has completed the Phase II Environmental Site Assessment at the subject properties in Pasco County, Florida. Our Phase II ESA detected no evidence of excessive groundwater contamination at the sample locations on the subject properties. Therefore, it is our recommendation that no further assessment is warranted at this time.

Limitations

The observances and opinions stated in this report reflect conditions identified on the subject properties at the time of visitation. No representation is made or implied regarding the property's owner and/or lessees' compliance with prevailing federal, state, regional, and/or local regulations. Identified conditions on the subject sites were used to assess the relative probability of occurrence of a recognized environmental condition. As with any site, however, unknown or hidden sources of contamination may be present, and no level of inquiry can ensure that a site is

Mr. Douglas Bramlett
July 31, 2002
Page 3

completely free from environmental hazards. The groundwater sample results represent site conditions at the locations and dates stated herein. No other warranty is given, expressed or implied, to the environmental condition of the property at other locations or dates.

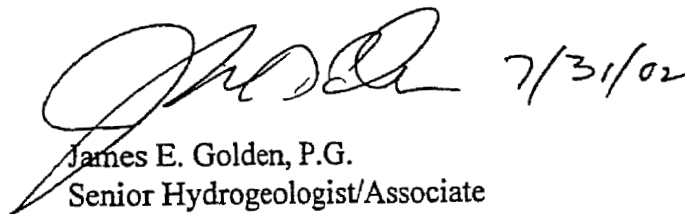
HAI is pleased to provide environmental services to Pasco County. We appreciate the opportunity to be of service to you and trust this report will satisfy your needs. If you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

Hartman & Associates, Inc.



Frank J. Gidus, II
Project Manager



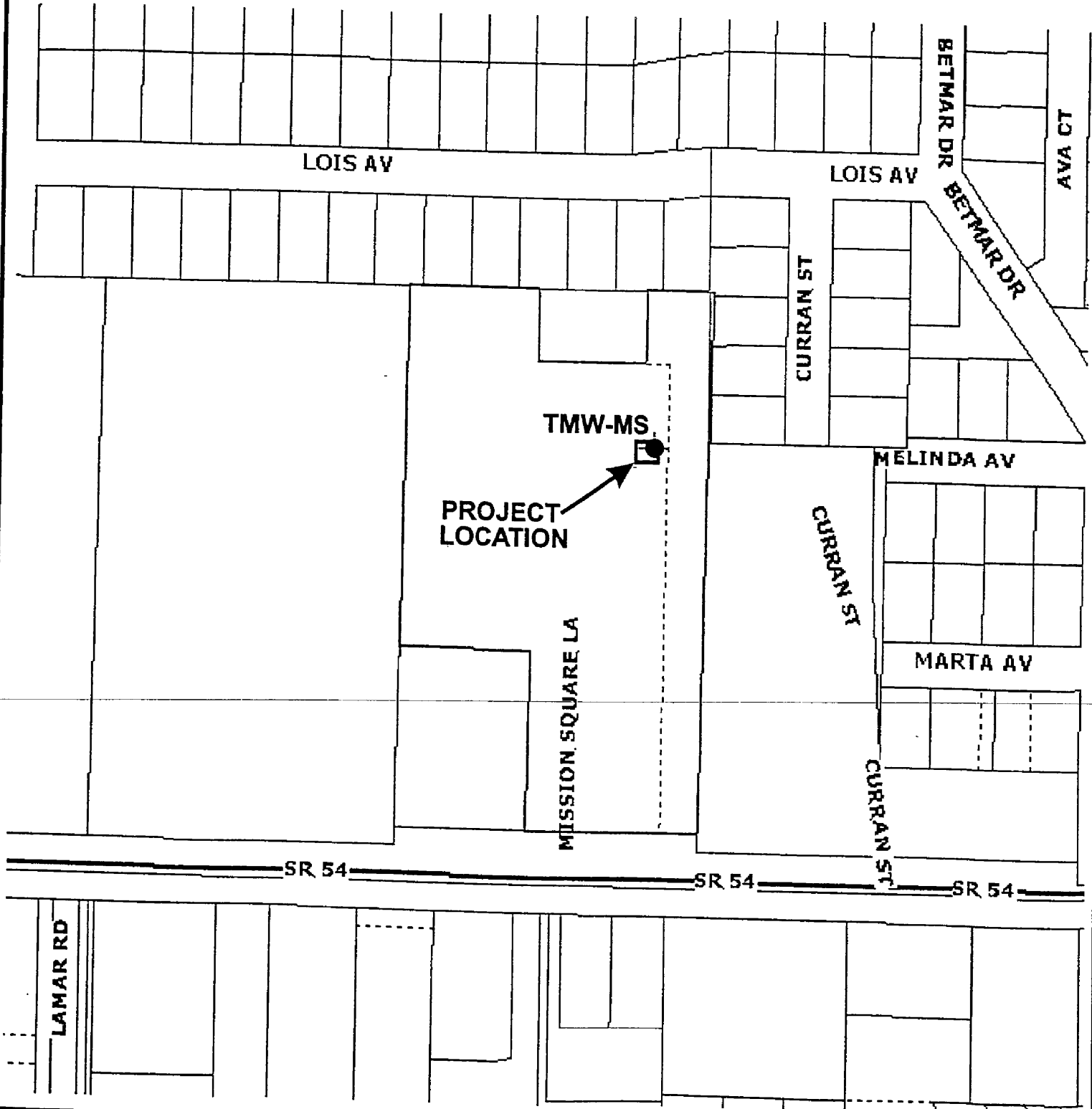
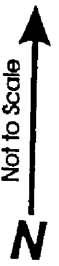
James E. Golden, P.G.
Senior Hydrogeologist/Associate

Attachments

FJG/sma/01.0040.003/east pasco/corresp/
Bramlett.fjg.doc

LEGEND

TMW-MS - GEOPROBE GROUNDWATER SAMPLE LOCATION, 7/18/02




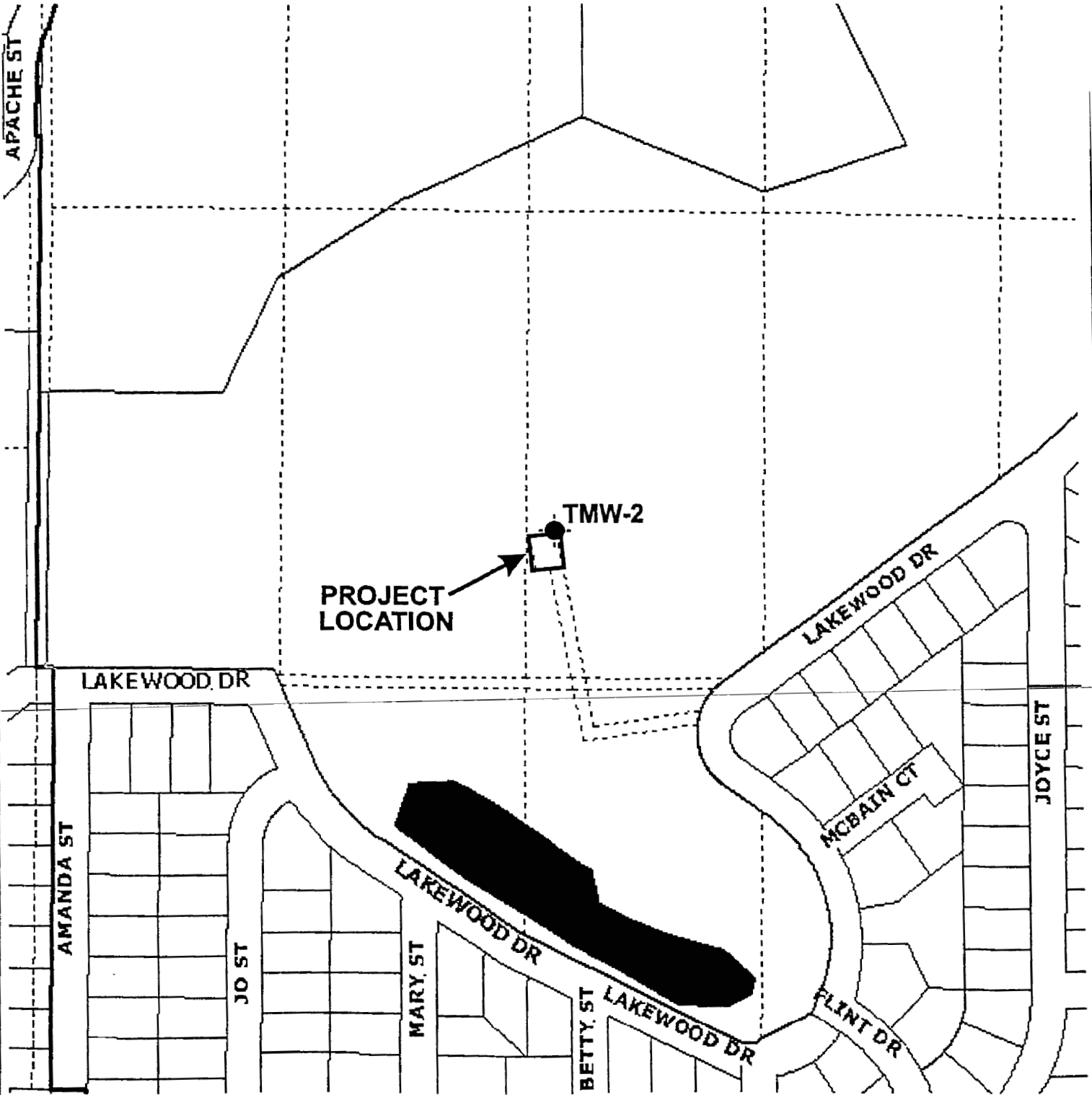
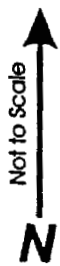
HARTMAN & ASSOCIATES, INC.
engineers, hydrogeologists, surveyors & management consultants
201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801
TELEPHONE (407) 839-3955 - FAX (407) 839-3790

GROUNDWATER SAMPLE LOCATION MAP
MISSION SQUARE LIFT STATION
EAST PASCO UTILITIES, INC.
PASCO COUNTY, FLORIDA

FIGURE
1

LEGEND

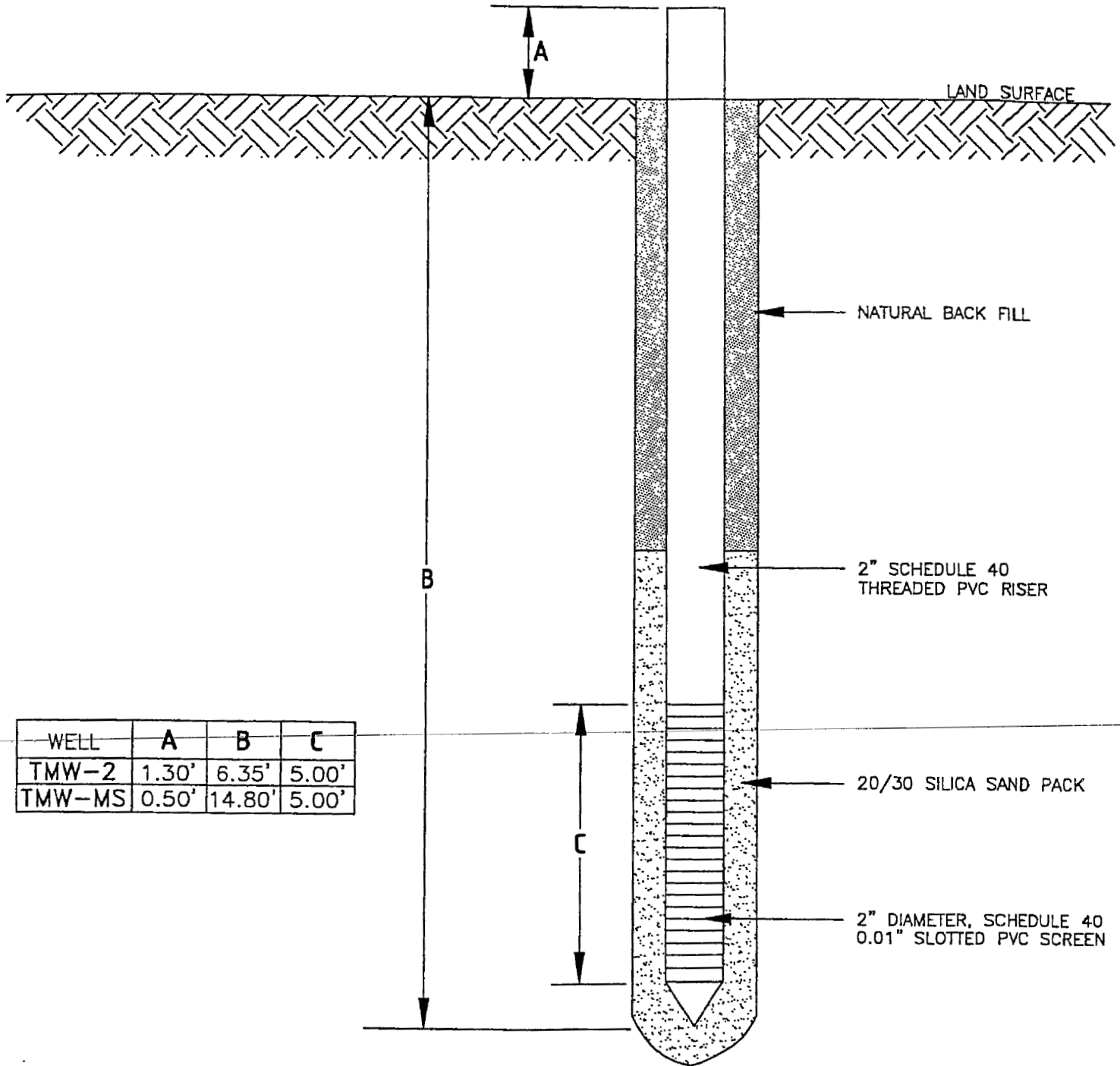
TMW-2  - GEOPROBE GROUNDWATER SAMPLE LOCATION, 7/17/02



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GROUNDWATER SAMPLE LOCATION MAP
CLUBHOUSE #2 LIFT STATION
EAST PASCO UTILITIES, INC.
PASCO COUNTY, FLORIDA

FIGURE
2



M:\HYDRO\01.004C003\Well.dwg

NOT TO SCALE

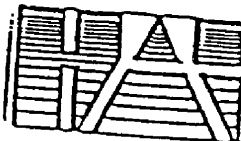
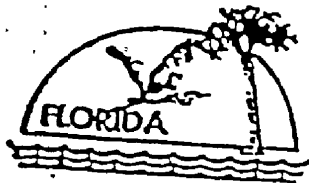


HARTMAN & ASSOCIATES, INC.
 engineers, hydrogeologists, surveyors & management consultants
 201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801
 TELEPHONE (407) 839-3955 - FAX (407) 839-3790

**TEMPORARY MONITOR WELL CONSTRUCTION
 CLUBHOUSE #2 AND MISSION SQUARE LIFT
 STATIONS - EAST PASCO UTILITIES, INC.
 PASCO COUNTY, FLORIDA**

**FIGURE
 3**

APPENDIX A



HARTMAN & ASSOCIATES, INC

engineers, hydrogeologists, surveyors, & environmental consultants
 201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801
 TELEPHONE (407) 839-3335 - FAX (407) 839-3793

Water Sampling Log

1.3' Swale-up
 FDEP FACILITY NO.:
 SITE NAME: Pasco Co. WELL NO.: 7MW-2 SAMPLE ID: 7MW-2 DATE: 7/17/02
 SITE LOCATION: Zephyrhills, FL Clubhouse #2 Littleton

WELL DIAMETER (in): 2" TOTAL WELL DEPTH (ft): 7.65 (BTOC) DEPTH TO WATER (ft): 5.04' WELL CAPACITY (gals): 2.61
 I WELL VOLUME (gal) = (TOTAL WELL DEPTH - DEPTH TO WATER) x WELL CAPACITY = 5 wals = 1.72 gals.
 = (7.65 - 5.04) x 2.61 = 6.81

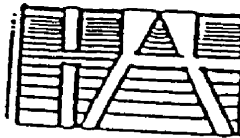
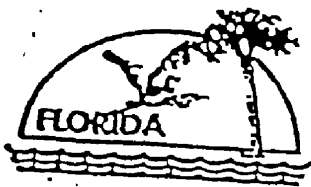
PURGE METHOD: Denstalite Pump		PURGING INITIATED AT: 1218		PURGING ENDED AT: 1230	
WELL VOLS. PURGED	CUMUL. VOLUME PURGED (gal)	PH	TEMP. (°C)	COND. (umhos)	PURGE RATE (rpm): 2, 25 gpm
5 wals					TURBIDITY (NTU)
					DO (%)
					ODOR
					COLOR
					None
					light tan

SAMPLING DATA
 SAMPLED BY / AFFILIATION: WJB / HAI
 SAMPLING METHODS: poly tubing
 FIELD DECONTAMINATION: N
 FIELD-FILTERED: N
 SAMPLER(S) SIGNATURE(S): [Signature]
 SAMPLING INITIATED AT: [Blank]
 SAMPLING ENDED AT: 1235
 DUPLICATE: N

SAMPLE CONTAINER SPECIFICATIONS		SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD
NO.	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOLUME ADDED IN FIELD (ml)	
2	CG	40ml	HCL		8021 / Aram 8081 AS (filtered)
1	AG	1 lit	None	None	
1	HDP	250ml	HNO3		

REMARKS:
 MATERIAL CODES: AG - AMBER GLASS; CG - CLEAR GLASS; HDP - HIGH DENSITY POLYETHYLENE; O - OTHER (SPECIFY)
 WELL CAPACITY: 1.25" = 0.06 gal/ft; 2" = 0.16 gal/ft; 4" = 0.65 gal/ft; 6" = 1.47 gal/ft; 8" = 2.61 gal/ft; 12" = 5.88 gal/ft

Field filtered Arsenic sample due to a turbidity reading of 157 NTUs.
 used a 1 micron inline filter



HARTMAN & ASSOCIATES, INC

engineers, hydrogeologists, surveyors, & management consultants

201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801

TELEPHONE (407) 839-3995 - FAX (407) 839-3700

15' stick-up

Water Sampling Log

FDEP FACILITY NO.: _____ WELL NO.: TMW-MS SAMPLE ID: TMW-MS DATE: 7/18/02
 SITE NAME: Pasco Co. SITE LOCATION: Zephyr Hills, FL
Missive Square Life Station

PURGE DATA
 WELL DIAMETER (in): 2" TOTAL WELL DEPTH (ft): 15.30' DEPTH TO WATER (ft): 13.09' WELL CAPACITY (gal): 2.21'
 1 WELL VOLUME (gal) - (TOTAL WELL DEPTH - DEPTH TO WATER) x WELL CAPACITY = $5 \text{ ft} \times 1.75 \text{ gal} = 8.75 \text{ gal}$
 $1.15 \times 15.30' - 13.09 = .041 - .35$

PURGE METHOD: Peristaltic Pump PURGING INITIATED AT: 0655 PURGING ENDED AT: 0700
 PURGE RATE (rpm): _____ TOTAL VOLUME PURGED (gal): ~.3 gals
 TURBIDITY (NTU) _____ DO (ppm) _____ ODOR: None COLOR: cloudy

WELL VOLS. PURGED	CUMUL. VOLUME PURGED (gal)	pH	TEMP. (C)	COND. (umhos)	TURBIDITY (NTU)	DO (ppm)	ODOR	COLOR
<u>~1 vol</u>							<u>None</u>	<u>cloudy</u>

SAMPLING DATA
 SAMPLED BY / AFFILIATION: WJB / HAI SAMPLER(S) SIGNATURE(S): WJB
 SAMPLING METHOD(S): Peristaltic pump tubing SAMPLING INITIATED AT: _____ SAMPLING ENDED AT: 1340

FIELD DECONTAMINATION: Y N FIELD-FILTERED: Y N DUPLICATE: Y N

NO.	SAMPLE CONTAINER SPECIFICATIONS		SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD
	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOLUME ADDED IN FIELD (ml)	FINAL pH	
<u>2</u>	<u>CG</u>	<u>40ml</u>	<u>HCL</u>	<u>None</u>	<u>-</u>	<u>8021 / Aron</u>
<u>1</u>	<u>AG</u>	<u>1 Ltr</u>	<u>None</u>	<u>-</u>	<u>-</u>	<u>8081</u>
<u>1</u>	<u>HDP</u>	<u>250 ml</u>	<u>HNO3</u>	<u>-</u>	<u>-</u>	<u>AS (Filtered)</u>

REMARKS: _____
 MATERIAL CODES: AG - AMBER GLASS; CG - CLEAR GLASS; HDP - HIGH DENSITY POLYETHYLENE; O - OTHER (SPECIFY)
 WELL CAPACITY: 1.25" = 0.06 gal/ft; 2" = 0.16 gal/ft; 4" = 0.65 gal/ft; 6" = 1.47 gal/ft; 8" = 2.61 gal/ft; 12" = 5.88 gal/ft

AS - filtered using a 1 micron in-line filter
 well purged dry, allowed to recover. came back later to sample

APPENDIX B

Environmental Conservation Laboratories, Inc.
10207 General Drive
Orlando, Florida 32824-8529
407/826-5314
Fax 407/850-6945
www.encolabs.com



DHRS Certification No. E83182

CLIENT : Hartman & Assoc., Inc.
ADDRESS: 201 E. Pine St.
Suite 1000
Orlando, FL 32801

REPORT # : ORL22860
DATE SUBMITTED: July 20, 2002
DATE REPORTED : July 30, 2002

PAGE 1 OF 14

ATTENTION: Frank Gidus

SAMPLE IDENTIFICATION

Samples submitted and
identified by client as:

REFERENCE: 01.0040.003

Pasco Co. Ph II ESA

#1 - TMW-2 @ 12:35 (07/17/02)
#2 - TMW-MS @ 13:40 (07/18/02)
#3 - TMW-G @ 11:55 (07/18/02)
#4 - TMW-8 @ 09:25 (07/18/02)
#5 - TMW-10 @ 09:50 (07/18/02)
#6 - TMW-5 @ 10:25 (07/18/02)
#7 - TMW-6 @ 10:50 (07/18/02)
#8 - TMW-1 @ 11:05 (07/18/02)
#9 - TMW-11 @ 11:40 (07/18/02)

Unless otherwise noted in an attached project narrative, all samples were received in acceptable condition and processed in accordance with the referenced methods/procedures. This data has been produced in accordance with NELAC Standards (July, 1999). This report shall not be reproduced except in full, without the written approval of the laboratory. Results for these procedures apply only to the samples as submitted.

PROJECT MANAGER

A handwritten signature in cursive script, appearing to read "Marcia C. Colon", written over a horizontal line.

Marcia C. Colon

ENCO LABORATORIES

REPORT # : ORL22860
 DATE REPORTED: July 30, 2002
 REFERENCE : 01.0040.003
 PROJECT NAME : Pasco Co. Ph II ESA

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RESULTS OF ANALYSIS

EPA METHOD 8021 -
 VOLATILE AROMATICS

	<u>TMW-2</u>	<u>TMW-MS</u>	<u>Units</u>
Methyl tert-butyl ether	2.0 U	2.0 U	ug/L
Benzene	1.0 U	1.0 U	ug/L
Toluene	1.0 U	1.0 U	ug/L
Chlorobenzene	1.0 U	1.0 U	ug/L
Ethylbenzene	1.0 U	1.0 U	ug/L
m-Xylene & p-Xylene	2.0 U	2.0 U	ug/L
o-Xylene	1.0 U	1.0 U	ug/L
1,3-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,4-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,2-Dichlorobenzene	1.0 U	1.0 U	ug/L
<u>Surrogate:</u>	<u>% RECOV</u>	<u>% RECOV</u>	<u>LIMITS</u>
Bromofluorobenzene	101	98	64-140
Date Analyzed	07/24/02 17:39	07/24/02 18:21	

= Compound was analyzed for but not detected to the level shown.

ENCO LABORATORIES
 REPORT # : ORL22860
 DATE REPORTED: July 30, 2002
 REFERENCE : 01.0040.003
 PROJECT NAME : Pasco Co. Ph II ESA

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RESULTS OF ANALYSIS

EPA METHOD 8081 -
ORGANOCHLORINE PESTICIDES

	<u>TMW-2</u>	<u>TMW-MS</u>	<u>Units</u>
alpha-BHC			
beta-BHC	0.050 U	0.050 U	ug/L
gamma-BHC (Lindane)	0.050 U	0.050 U	ug/L
Heptachlor	0.050 U	0.050 U	ug/L
delta-BHC	0.050 U	0.050 U	ug/L
Aldrin	0.050 U	0.050 U	ug/L
Heptachlor Epoxide	0.050 U	0.050 U	ug/L
Chlordane gamma	0.050 U	0.050 U	ug/L
Chlordane alpha	0.050 U	0.050 U	ug/L
Endosulfan I	0.050 U	0.050 U	ug/L
4,4'-DDE	0.050 U	0.050 U	ug/L
Dieldrin	0.050 U	0.050 U	ug/L
Endrin	0.050 U	0.050 U	ug/L
4,4'-DDD	0.050 U	0.050 U	ug/L
Endosulfan II	0.050 U	0.050 U	ug/L
4,4'-DDT	0.050 U	0.050 U	ug/L
Endrin aldehyde	0.050 U	0.050 U	ug/L
Endosulfan sulfate	0.050 U	0.050 U	ug/L
Methoxychlor	0.050 U	0.050 U	ug/L
Endrin Ketone	0.10 U	0.050 U	ug/L
Chlordane (Total)	0.050 U	0.10 U	ug/L
Toxaphene	1.0 U	0.050 U	ug/L
Isodrin	2.0 U	1.0 U	ug/L
Mirex	0.10 U	2.0 U	ug/L
	0.10 U	0.10 U	ug/L
<u>Surrogate:</u>			
2,4,5,6-TCMX	<u>% RECOV</u>	<u>% RECOV</u>	<u>LIMITS</u>
DBC	98	80	19-151
Date Prepared	55	71	25-177
Date Analyzed	07/22/02	07/22/02	
	07/25/02 01:29	07/25/02 01:45	

= Compound was analyzed for but not detected to the level shown.

ENCO LABORATORIES

REPORT # : ORL22860

DATE REPORTED: July 30, 2002

REFERENCE : 01.0040.003

PROJECT NAME : Pasco Co. Ph II ESA

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RESULTS OF ANALYSIS

<u>DISSOLVED METALS</u>	<u>METHOD</u>	<u>TMW-2</u>	<u>TMW-MS</u>	<u>Units</u>
Arsenic, filtered Date Analyzed	206.2	0.010 U 07/24/02	0.010 U 07/24/02	mg/L

U = Compound was analyzed for but not detected to the level shown.

ENCO LABORATORIES

REPORT # : ORL22860
 DATE REPORTED: July 30, 2002
 REFERENCE : 01.0040.003
 PROJECT NAME : Pasco Co. Ph II ESA

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RESULTS OF ANALYSIS

EPA METHOD 8021 -
VOLATILE HALOGENS

	<u>TMW-G</u>	<u>TMW-8</u>	<u>Units</u>
Dichlorodifluoromethane	NR	1.0 U	ug/L
Chloromethane	NR	1.0 U	ug/L
Vinyl Chloride	NR	1.0 U	ug/L
Bromomethane	NR	1.0 U	ug/L
Chloroethane	NR	1.0 U	ug/L
Trichlorofluoromethane	NR	2.0 U	ug/L
1,1-Dichloroethene	NR	1.0 U	ug/L
Methylene Chloride	NR	5.0 U	ug/L
t-1,2-Dichloroethene	NR	1.0 U	ug/L
1,1-Dichloroethane	NR	1.0 U	ug/L
Chloroform	NR	1.0 U	ug/L
c-1,2-Dichloroethene	NR	1.0 U	ug/L
1,1,1-Trichloroethane	NR	1.0 U	ug/L
Carbon Tetrachloride	NR	1.0 U	ug/L
1,2-Dichloroethane	NR	1.0 U	ug/L
Trichloroethene	NR	1.0 U	ug/L
1,2-Dichloropropane	NR	1.0 U	ug/L
Bromodichloromethane	NR	1.0 U	ug/L
c-1,3-Dichloropropene	NR	1.0 U	ug/L
t-1,3-Dichloropropene	NR	1.0 U	ug/L
1,1,2-Trichloroethane	NR	1.0 U	ug/L
Tetrachloroethene	NR	1.0 U	ug/L
Dibromochloromethane	NR	1.0 U	ug/L
Chlorobenzene	NR	1.0 U	ug/L
Bromoform	NR	1.0 U	ug/L
1,1,2,2-Tetrachloroethane	NR	2.0 U	ug/L
1,3-Dichlorobenzene	NR	1.0 U	ug/L
1,4-Dichlorobenzene	NR	1.0 U	ug/L
1,2-Dichlorobenzene	NR	1.0 U	ug/L

Surrogate:

1,2,4-Trichlorobenzene
 Analyzed

% RECOV

88

07/24/02 19:47

LIMITS

54-151

R = Analysis not requested for this sample.

= Compound was analyzed for but not detected to the level shown.

ENCO LABORATORIES

REPORT # : ORL22860
 DATE REPORTED: July 30, 2002
 REFERENCE : 01.0040.003
 PROJECT NAME : Pasco Co. Ph II ESA

PAGE 6 OF 14

RESULTS OF ANALYSIS

EPA METHOD 8021 -
VOLATILE AROMATICS

	<u>TMW-G</u>	<u>TMW-8</u>	<u>Units</u>
Methyl tert-butyl ether	2.0 U	2.0 U	ug/L
Benzene	1.0 U	1.0 U	ug/L
Toluene	1.0 U	1.0 U	ug/L
Chlorobenzene	1.0 U	1.0 U	ug/L
Ethylbenzene	1.0 U	1.0 U	ug/L
m-Xylene & p-Xylene	2.0 U	2.0 U	ug/L
o-Xylene	1.0 U	1.0 U	ug/L
1,3-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,4-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,2-Dichlorobenzene	1.0 U	1.0 U	ug/L

Surrogate:

	<u>% RECOV</u>	<u>% RECOV</u>	<u>LIMITS</u>
Bromofluorobenzene	100	97	64-140
Date Analyzed	07/24/02 19:04	07/24/02 19:47	

<u>DISSOLVED METALS</u>	<u>METHOD</u>	<u>TMW-G</u>	<u>TMW-8</u>	<u>Units</u>
Arsenic, filtered	206.2	NR	0.010 U	mg/L
Date Analyzed			07/24/02	
Cadmium, filtered	213.2	NR	0.0020 U	mg/L
Date Analyzed			07/27/02	
Chromium, Filtered	218.2	NR	0.010 U	mg/L
Date Analyzed			07/27/02	
Lead, filtered	239.2	NR	0.0050 U	mg/L
Date Analyzed			07/23/02	

NR = Analysis not requested for this sample.

U = Compound was analyzed for but not detected to the level shown.

ENCO LABORATORIES

REPORT # : ORL22860

DATE REPORTED: July 30, 2002

REFERENCE : 01.0040.003

PROJECT NAME : Pasco Co. Ph II ESA

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RESULTS OF ANALYSIS

EPA METHOD 8021 -
VOLATILE AROMATICS

	<u>TMW-10</u>	<u>TMW-5</u>	<u>Units</u>
Methyl tert-butyl ether	2.0 U	2.0 U	ug/L
Benzene	1.0 U	1.0 U	ug/L
Toluene	1.0 U	1.0 U	ug/L
Chlorobenzene	1.0 U	1.0 U	ug/L
Ethylbenzene	1.0 U	1.0 U	ug/L
m-Xylene & p-Xylene	2.0 U	2.0 U	ug/L
o-Xylene	1.0 U	1.0 U	ug/L
1,3-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,4-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,2-Dichlorobenzene	1.0 U	1.0 U	ug/L
<u>Surrogate:</u>	<u>% RECOV</u>	<u>% RECOV</u>	<u>LIMITS</u>
Bromofluorobenzene	105	99	64-140
Date Analyzed	07/24/02 20:29	07/24/02 21:12	

U = Compound was analyzed for but not detected to the level shown.

ENCO LABORATORIES

REPORT # : ORL22860
 DATE REPORTED: July 30, 2002
 REFERENCE : 01.0040.003
 PROJECT NAME : Pasco Co. Ph II ESA

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RESULTS OF ANALYSIS

EPA METHOD 8021 -
VOLATILE AROMATICS

	<u>TMW-6</u>	<u>TMW-1</u>	<u>Units</u>
Methyl tert-butyl ether	2.0 U	2.0 U	ug/L
Benzene	1.0 U	1.0 U	ug/L
Toluene	1.0 U	1.0 U	ug/L
Chlorobenzene	1.0 U	1.0 U	ug/L
Ethylbenzene	1.0 U	1.0 U	ug/L
m-Xylene & p-Xylene	2.0 U	2.0 U	ug/L
o-Xylene	1.0 U	1.0 U	ug/L
1,3-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,4-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,2-Dichlorobenzene	1.0 U	1.0 U	ug/L
<u>Surrogate:</u>	<u>% RECOV</u>	<u>% RECOV</u>	<u>LIMITS</u>
Bromofluorobenzene	97	98	64-140
Date Analyzed	07/24/02 21:54	07/24/02 22:37	

I = Compound was analyzed for but not detected to the level shown.

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RESULTS OF ANALYSIS

EPA METHOD 8021 -
VOLATILE AROMATICS

	<u>TMW-11</u>	<u>LAB BLANK</u>	<u>Units</u>
Methyl tert-butyl ether	2.0 U	2.0 U	ug/L
Benzene	1.0 U	1.0 U	ug/L
Toluene	1.0 U	1.0 U	ug/L
Chlorobenzene	1.0 U	1.0 U	ug/L
Ethylbenzene	1.0 U	1.0 U	ug/L
m-Xylene & p-Xylene	2.0 U	2.0 U	ug/L
o-Xylene	1.0 U	1.0 U	ug/L
1,3-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,4-Dichlorobenzene	1.0 U	1.0 U	ug/L
1,2-Dichlorobenzene	1.0 U	1.0 U	ug/L
<u>Surrogate:</u>	<u>% RECOV</u>	<u>% RECOV</u>	<u>LIMITS</u>
Bromofluorobenzene	95	94	64-140
Date Analyzed	07/24/02 23:19	07/24/02 14:35	

U.= Compound was analyzed for but not detected to the level shown.

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RESULTS OF ANALYSIS

EPA METHOD 8021 -
VOLATILE HALOGENS

	<u>LAB BLANK</u>	<u>Units</u>
Dichlorodifluoromethane	1.0 U	ug/L
Chloromethane	1.0 U	ug/L
Vinyl Chloride	1.0 U	ug/L
Bromomethane	1.0 U	ug/L
Chloroethane	1.0 U	ug/L
Trichlorofluoromethane	2.0 U	ug/L
1,1-Dichloroethene	1.0 U	ug/L
Methylene Chloride	5.0 U	ug/L
t-1,2-Dichloroethene	1.0 U	ug/L
1,1-Dichloroethane	1.0 U	ug/L
Chloroform	1.0 U	ug/L
c-1,2-Dichloroethene	1.0 U	ug/L
1,1,1-Trichloroethane	1.0 U	ug/L
Carbon Tetrachloride	1.0 U	ug/L
1,2-Dichloroethane	1.0 U	ug/L
Trichloroethene	1.0 U	ug/L
1,2-Dichloropropane	1.0 U	ug/L
Bromodichloromethane	1.0 U	ug/L
c-1,3-Dichloropropene	1.0 U	ug/L
t-1,3-Dichloropropene	1.0 U	ug/L
1,1,2-Trichloroethane	1.0 U	ug/L
Tetrachloroethene	1.0 U	ug/L
Dibromochloromethane	1.0 U	ug/L
Chlorobenzene	1.0 U	ug/L
Bromoform	1.0 U	ug/L
1,1,2,2-Tetrachloroethane	2.0 U	ug/L
1,3-Dichlorobenzene	1.0 U	ug/L
1,4-Dichlorobenzene	1.0 U	ug/L
1,2-Dichlorobenzene	1.0 U	ug/L
<u>Surrogate:</u>	<u>% RECOV</u>	<u>LIMITS</u>
Bromofluorobenzene	82	54-151
Date Analyzed	07/24/02:14:35	

U = Compound was analyzed for but not detected to the level shown.

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RESULTS OF ANALYSIS

EPA METHOD 8081 -

ORGANOCHLORINE PESTICIDES

	<u>LAB BLANK</u>	<u>Units</u>
alpha-BHC	0.050 U	ug/L
beta-BHC	0.050 U	ug/L
gamma-BHC (Lindane)	0.050 U	ug/L
Heptachlor	0.050 U	ug/L
delta-BHC	0.050 U	ug/L
Aldrin	0.050 U	ug/L
Heptachlor Epoxide	0.050 U	ug/L
Chlordane gamma	0.050 U	ug/L
Chlordane alpha	0.050 U	ug/L
Endosulfan I	0.050 U	ug/L
4,4'-DDE	0.050 U	ug/L
Dieldrin	0.050 U	ug/L
Endrin	0.050 U	ug/L
4,4'-DDD	0.050 U	ug/L
Endosulfan II	0.050 U	ug/L
4,4'-DDT	0.050 U	ug/L
Endrin aldehyde	0.050 U	ug/L
Endosulfan sulfate	0.050 U	ug/L
Methoxychlor	0.10 U	ug/L
Endrin Ketone	0.050 U	ug/L
Chlordane (Total)	1.0 U	ug/L
Toxaphene	2.0 U	ug/L
Isodrin	0.10 U	ug/L
Mirex	0.10 U	ug/L
<u>Surrogate:</u>	<u>% RECOV</u>	<u>LIMITS</u>
2,4,5,6-TCMX	123	19-151
DBC	119	25-177
Date Prepared	07/22/02	
Date Analyzed	07/25/02 00:06	

U = Compound was analyzed for but not detected to the level shown.

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RESULTS OF ANALYSIS

<u>DISSOLVED METALS</u>	<u>METHOD</u>	<u>LAB BLANK</u>	<u>Units</u>
Arsenic, filtered Date Analyzed	206.2	0.010 U 07/24/02	mg/L
Cadmium, filtered Date Analyzed	213.2	0.0020 U 07/27/02	mg/L
Chromium, Filtered Date Analyzed	218.2	0.010 U 07/27/02	mg/L
Lead, filtered Date Analyzed	239.2	0.0050 U 07/23/02	mg/L

U = Compound was analyzed for but not detected to the level shown.

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LABORATORY CERTIFICATIONS

Laboratory Certification: FDEP:960038 NELAC:E83182

All analyses reported with this project were analyzed by the facility indicated unless identified below.

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QUALITY CONTROL DATA

<u>Parameter</u>	<u>% RECOVERY MS/MSD/LCS</u>	<u>ACCEPT LIMITS</u>	<u>% RPD MS/MSD</u>	<u>ACCEPT LIMITS</u>
<u>EPA Method 8021</u>				
Methylene Chloride	86/ 86/100	66-137	<1	25
Chloroform	92/ 92/106	61-131	<1	24
Carbon Tetrachloride	90/ 90/106	65-130	<1	26
Trichloroethene	99/ 97/114	55-139	2	26
Tetrachloroethene	97/ 93/109	60-135	4	23
Chlorobenzene	100/ 97/112	68-123	3	22
<u>EPA Method 8021</u>				
Benzene	92/ 90/ 98	72-134	2	20
Toluene	96/ 94/104	72-124	2	19
Ethylbenzene	97/ 94/104	67-129	3	21
o-Xylene	94/ 92/100	66-131	2	21
<u>EPA Method 8081</u>				
gamma-BHC (Lindane)	122/122/ 94	41-133	<1	24
Heptachlor	100/104/ 85	34-169	4	27
Aldrin	98/104/102	31-159	6	27
Dieldrin	147/145/139	41-157	1	28
Endrin	141/141/128	41-157	<1	28
4,4'-DDT	118/115/ 89	48-163	2	31
<u>DISSOLVED METALS</u>				
Arsenic, 206.2	102/101/ 89	56-125	<1	15
Cadmium, 213.2	113/113/108	40-126	<1	15
Chromium, 218.2	117/114/110	75-137	2	15
Lead, 239.2	90/ 91/ 98	66-140	1	17

Environmental Conservation Laboratories Comprehensive QA Plan #960038

< = Less Than
 MS = Matrix Spike
 MSD = Matrix Spike Duplicate
 LCS = Laboratory Control Standard
 RPD = Relative Percent Difference



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ENCO CompQAP No.: 960038G/0

CHAIN OF CUSTODY RECORD

PROJECT REFERENCE Pasco Co. Ph II ESA		PROJECT NO. 01.0040.003	PO. NUMBER	MATRIX TYPE		REQUIRED ANALYSIS		PAGE	OF		
PROJECT LOC. (State) FL	SAMPLER(S) NAME William Bayle	PHONE 407-839-3755	FAX 2066	SURFACE WATER GROUND WATER WASTEWATER DRINKING WATER SOIL/SOLID SEDIMENT NONAQUEOUS LIQUID (oil, grease, etc.) AIR SLUDGE OTHER		PRESERVATIVE AS, CD, CA, PB		<input checked="" type="checkbox"/> STANDARD REPORT DELIVERY <input type="checkbox"/> EXPEDITED REPORT DELIVERY (surcharge) Date Due: _____			
CLIENT NAME Hertman & Assoc. Inc.		CLIENT PROJECT MANAGER Frank Gides									
CLIENT ADDRESS (CITY, STATE, ZIP) 201 E. Pine St. Suite 100, Orlando, FL 32801											
SAMPLE											
STATION	DATE	TIME	GRAB	COMP	SAMPLE IDENTIFICATION	NUMBER OF CONTAINERS SUBMITTED		REMARKS			
TMW-2	7/17/02	1235	X		TMW-2	2	1	1			
TMW-MS	7/18/02	1340	X		TMW-MS	2	1	1	(AS, field filtered)		
TMW-G	7/18/02	1155	X		TMW-G	2	1	1	(AS, field filtered)		
TMW-8	"	0925	X		TMW-8	2					
TMW-10	"	0950	X		TMW-10		2	1	(metals, field filtered)		
TMW-5	"	1025	X		TMW-5	2					
TMW-6	"	1050	X		TMW-6	2					
TMW-1	"	1105	X		TMW-1	2					
TMW-11	"	1140	X		TMW-11	2					
10											
11											
12											
13											
14											
SAMPLE KIT PREPARED BY: JACKSONVILLE <input checked="" type="checkbox"/> ORLANDO <input checked="" type="checkbox"/>		DATE 7/17/02	TIME 15:00	RELINQUISHED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 15:20	RECEIVED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 0800
RELINQUISHED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 0800	RECEIVED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 15:20	RELINQUISHED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 0800
RECEIVED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 0800	RELINQUISHED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 15:20	RECEIVED BY: (SIGNATURE) <i>[Signature]</i>		DATE 7/17/02	TIME 0800
RECEIVED FOR LABORATORY BY: (SIGNATURE)		DATE	TIME	CUSTODY INTACT <input type="checkbox"/> YES <input type="checkbox"/> NO	ENCO LOG NO.	REMARKS					
<input type="checkbox"/> Jacksonville <input type="checkbox"/> Orlando											