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SHELLY MAY JOHNSON
L. RICK RIVERA

March 22, 2004

Florida Public Service Commission
Division of the Commission Clerk & Administrative Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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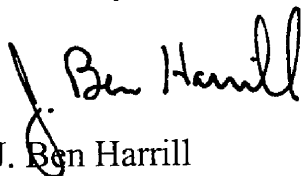
Re: Application for Transfer to Governmental Authority

Dear Director:

Enclosed herein please find an original and five (5) copies of the Application for Transfer to Governmental Authority between Seller, Forest Hills Utilities, Inc., and the governmental authority, Pasco County, along with copies of the purchase and sale agreement between the parties.

In the event you need any additional information from us in order to process our transfer application, please do not hesitate to contact me.

Sincerely,


J. Ben Harrill

JBH/lc

Enclosure

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DISTRIBUTION CENTER DOCUMENT NUMBER 0411

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FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING
APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY
(Section 367.071, Florida Statutes)**



General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs (850) 413-6900.

Note that, pursuant to Section 367.071(4)(a), Florida Statutes, a governmental authority, prior to taking any official action, shall request from the utility or the Commission the most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Return applicable regulatory assessment fee and form with the application.
5. Return utility's original certificate(s) with the application for transfer.
6. The **original and five copies** of the completed application and attached exhibits; **one copy** of each territory and system map (if applicable); the **original and two** copies of the proposed tariff sheet(s) (if applicable); the appropriate regulatory assessment form(s) and fee(s); and the original certificate(s) should be mailed to:

**Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

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

The undersigned hereby makes application for the approval of the transfer of all of the facilities operated under Water Certificate No. 200-W and/or Wastewater Certificate No. 145-S located in Pasco County, Florida, and submits the following:

PART I APPLICANT INFORMATION

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

Forest Hills Utilities, Inc.
1721 Candlewood Drive
Tarpon Springs, Florida 34691
Phone No. (866) 967-1946 Fax No. (866) 967-1967

Office street address:

Forest Hills Utilities, Inc.
1518 US Highway 19
Holiday, Florida 34691

Mailing address if different from street address:

NA

Internet address if applicable:

NA

- B) The name, address and telephone number of a representative of the utility to contact concerning this application:

J. Ben Harrill, Esq.
2435 US Highway 19, Suite 350
Holiday, Florida 34691
Phone No. (727) 942-0733 Fax No. (727) 944-3711

- C) The full name, address and telephone number of the governmental authority:

Pasco County, a subdivision of the State of Florida
Historic Pasco County Courthouse
37918 Meridian Avenue
Dade City, Florida 33525
Phone No. (727) 847-8120 Fax No. (727) 847-8021

Office street address:

NA

Mailing address if different from street address:

Pasco County, a subdivision of the State of Florida
West Pasco Government Center
7530 Little Road
New Port Richey, Florida 34654

Internet address if applicable

NA

- D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Douglas S. Bramlett
Assistant County Administrator Utility Services
West Pasco Government Center
7530 Little Road
New Port Richey, Florida 34654
Phone No. (727) 847-8040 Fax No. (727) 815-7034

PART II FINANCIAL INFORMATION

- A) Exhibit “A” - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit “B” - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit “B” - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit “B” - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:
July 30, 2004.

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION-NA to this transfer of entire facilities.

A) TERRITORY DESCRIPTION

Exhibit NA - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) TERRITORY MAPS

Exhibit NA - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) TARIFF SHEETS

Exhibit NA - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

PART IV AFFIDAVIT

I Robert L. Dreher, President, Forest Hills Utilities, Inc. do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: *Robert L. Dreher*
Robert L. Dreher, President
Forest Hills Utilities, Inc.

Subscribed and sworn to before me this 27th day of February, 2004 by Robert L. Dreher
who is personally known to me X or produced identification .
(Type of Identification Produced)

SEAL:

Lynn Davis
Notary Public
State of Florida

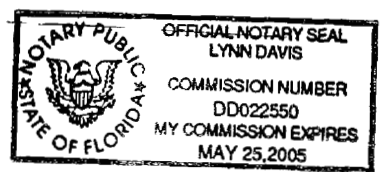


EXHIBIT “B”

Pursuant to the Purchase and Sale Agreement attached to the application as Exhibit “A”, the liability for all customer deposits and the accumulated interest thereon will be returned to the customer by Forest Hills Utilities, Inc., prior to, or upon closing..

Forest Hills Utilities, Inc. will pay all outstanding regulatory assessment fees and file a final Regulatory Assessment Fee Return with the Division of Administration of the Commission as soon as is reasonably possible, but in any event, within the time period required by the rules of the Commission. At this time, Forest Hills Utilities, Inc. owes no fines or refunds.

Pasco County, Florida has obtained from Forest Hills Utilities, Inc., or the Commission, the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.

WATER AND WASTEWATER SYSTEM PURCHASE AND SALE
AGREEMENT BETWEEN PASCO COUNTY, FLORIDA,
AND FOREST HILLS 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 FOREST HILLS 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 "Forest Hills" or "System") known as Forest Hills 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.

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. The COUNTY does agree however that should it elect, in its sole discretion, to abandon the use of Wellsite No. 2 and cease using it to provide potable water service within five (5) years from the effective date of this agreement, that the UTILITY shall have the right to repurchase Wellsite No. 2 for the sum of \$11,500.

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 and other personal property owned by the UTILITY located on the real property and/or utilized by the UTILITY as 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 Customer 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 Three Million Seven Hundred Forty-Five Thousand and 00/100 Dollars (\$3,745,000.00), 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 to the UTILITY in the amount of One Million, Seven Hundred Forty-Five Thousand Four Hundred and 00/100 Dollars (\$1,745,000.00) and any additional amount due to added ERC's, in cash; a cash retainage (escrow) in the amount of One Hundred Thousand and 00/00 Dollars (\$100,000.00) will

be given to the County at closing and shall be managed as outlined in Section 34 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 eight (8) bonds, 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. The bonds will be payable in annual principal installments, will be issued in the combined amount of Two Million and 00/100 Dollars (\$2,000,000.00), and will bear interest at the rate of 4.85 percent per annum, payable semiannually, and will mature within thirty (30) years of its date of issuance. Exhibit 12 attached hereto contains the debt service schedule applicable to the bonds. The County shall issue eight (8) bonds, each in \$250,000.00 denominations. 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 unpaid principal amount of the bonds to be redeemed plus a one percent (1%) premium. Thereafter, the County may, at its option, redeem the bonds, in whole or in part, by paying an amount equal to the unpaid principal amount of the bonds to be redeemed without premium. After the seventh year the holder(s) of the bonds may also request that the COUNTY redeem the bonds provided the holder(s) has given the County at least 12 months advance notice of the request and the COUNTY has determined, in its sole and absolute discretion, that the COUNTY has sufficient available funds to redeem the principal amount of the outstanding bonds. The bonds 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 7 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 Forest Hills 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. The COUNTY will use the same efforts to collect the revenues for services rendered prior to closing as are used to collect COUNTY revenues. 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 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 proration 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, but not including lift stations) 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. However, the parties agree that the UTILITY may continue to own and operate the street lighting and refuse collection services it has provided in the past in connection with certain deed restricted neighborhoods and that the assets purchased by the COUNTY do not include these rights or services.

SECTION 16. HOLIDAY TRAVEL PARK FACILITIES. The COUNTY and UTILITY agree that the water lines, wastewater lines and other facilities within the Holiday Travel Park, as specifically identified on Exhibit 9 attached hereto and incorporated herein, are not part of the assets to be transferred to the COUNTY under the terms of this agreement. It is the County's intent to construct facilities in the future which will isolate service to the Park. Pending this isolation of such service, the County agrees the utility service charges for the 12 customers identified on Exhibit 11,

attached hereto and incorporated herein, shall be deducted from the billing to the Holiday Travel Park. The UTILITY shall and the COUNTY shall at closing enter into a License and Maintenance Agreement in substantially the form attached hereto as Exhibit 10 which secures to the COUNTY the right to utilize those water and wastewater lines described therein on a temporary basis in return for the County agreeing to maintain the lines during such use. The License and Maintenance Agreement shall be signed by the County, the UTILITY and the owner of the Holiday Travel Park and the Agreement shall identify and provide for those permanent and temporary construction easements necessary for the County to construct bypass facility and provide utility services prior to or after expiration of the License and Maintenance Agreement.

SECTION 17. 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 18. 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 on or about one hundred twenty (120) days after the Board of County Commissioners approve this Agreement at the required public hearing,(the closing date), 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 the scheduled closing date. 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 19. CLOSING DOCUMENTS AND PROCEDURES.

19.1 Deliveries from the UTILITY. At least thirty (30) days prior to the closing date, the UTILITY shall deliver copies or drafts of the following documents to the COUNTY:

19.1.1 If applicable, true, correct, and complete copies of the Articles of Incorporation and Bylaws or Corporate Documents of Forest Hills Utilities, Inc.

19.1.2 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:

19.1.2.1 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.

19.1.2.2 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.

19.1.2.3 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.

19.1.3 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.

19.1.4 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.

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

19.1.6 All business records sold to the COUNTY hereby.

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

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

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

19.1.10 The surveys required by Section 7 hereof.

19.1.11 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.

19.1.12 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.

19.1.13 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.

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

19.3 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 20. 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 21. 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 22. 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

UTILITY: Robert L. Dreher, President
Forest Hills Utilities, Inc.
1518 U.S. Hwy 19
Holiday, Florida 34691

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 27. 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 28.. 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 29. AMENDMENT. Amendments to and waivers to the provisions herein shall be made by the parties only in writing by formal amendment.

SECTION 30. 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 31. 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 32. TIME OF THE ESSENCE. Time is hereby declared of the essence to the performance of this agreement.

SECTION 33. APPLICABLE LAW. This agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 34. 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) 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 bond

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 23. 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 24. 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 25. 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 26. 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

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 UTILITY'S obligation for the necessary repairs or replacements of latent defects in the SYSTEM shall be limited to this \$100,000.00 escrow amount; however, the escrow sum of \$100,000.00 shall in no way be considered as a cap or limitation on any other obligations that may be found to be due to the COUNTY from the UTILITY under the terms of this agreement

SECTION 35. 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 _____ day of _____, 2004.

[SEAL]

ATTEST:

Jed Pittman, Clerk

By:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Peter Altman, Chairman

WITNESSES:

Sunny M. Moody
Name of Witness

Lydia M. Crider
Print Name of Witness

Sunny L. Moody
Name of Witness

Sunny L. Moody
Print Name of Witness

FOREST HILLS UTILITIES, INC.

By: Robert L. Dreher
Robert L. Dreher, as President
Robert L. Dreher
Print Name
President
Title

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 14th day of March, 2004, by Robert L. Dreher, (name of officer or agent, title of officer or agent acknowledging) of Forest Hills 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 _____ (type of identification) as identification.

Seal:



Sunny L. Moody
NOTARY PUBLIC
STATE OF FLORIDA

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

By: _____
Attorney

LIST OF EXHIBITS

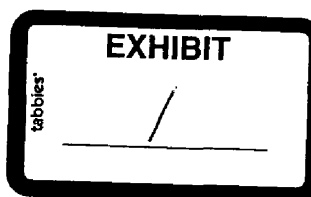
<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
1	All real property and interests in real property owned by UTILITY.
2	All equipment and other personal property owned by UTILITY.
3	Easements of UTLITY.
4.	Vendor contracts and warranties of UTILITY.
5.	Permits, certificates, and other governmental authorizations and ` approvals.
6.	All contracts, services agreements, developers' agreements, and leases related to the system.
7.	New developer's agreement.
8.	Environmental Report
9.	Description of R.V Park Facilities
10.	Facilities to be licensed to County
11.	Water Customers Separate from R.V Park
12.	Debt Service Schedule

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Parcel ID		32-26-16-0190-00000-4980 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address FOREST HILLS UTILITY INC C/O ROBERT DREHER 1518 US HWY 19 HOLIDAY, FL 346915619				Assessment (totals)				
Physical Address 1449 GRAND BLVD HOLIDAY, FL 34690				Ag Land --				
Legal Description (First 4 Lines) FOREST HILLS 10 MB 8 PG 150 LOT 498				Land \$10,919				
				Building \$970				
				Extra Features \$0				
				Total Assessment \$11,889				
				Save Our Homes \$0				
				Taxable Value \$11,889				
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00R4	6,000.00	SF	1.65	1.00	\$9,900
02	9100	UTILITY	00R4	2,264.00	SF	.45	1.00	\$1,019
Additional Land Information								
Acres	0.19	Tax Area	9100	Fema Code	-	Res Code	CRSTLP2	
Building Information - Year Built 1965 USE 91 - Utility Buildings (Card: 1 of 1)								
Ext Wall 1	Concrete Block		Ext Wall 2	None				
Roof Str	Gable or Hip		Roof Cov	Asphalt or Composition Shingle				
Int Wall 1	Masonry or Minimum		Int Wall 2	None				
Flooring 1	Finished Concrete		Flooring 2	None				
Fuel	None		Heat	None				
AC	None		Baths	.00				
Line	Description	Sq. Feet	Repl. Cost New					
1	BAS	160	\$2,938					
Extra Features								
No Extra Features								
Sales History								
Previous Owner			--					
Year	Month	Book / Page	Type	Amount				
-- No Sales History --								

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Parcel ID		32-26-16-0520-00000-3550 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address DREHER ROBERT L & DIANE 1518 US HWY 19 HOLIDAY, FL 346915619				Assessment (totals)				
Physical Address 1320 STEENBOK DR HOLIDAY, FL 34690				Ag Land -				
Legal Description (First 4 Lines) FOREST HILLS UNIT 15 PB 9 PG 81 LOT 355				Land \$10,125				
				Building \$3,441				
				Extra Features \$193				
				Total Assessment \$13,759				
				Save Our Homes \$0				
				Taxable Value \$13,759				
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00R4	6,000.00	SF	1.65	1.00	\$9,900
02	9100	UTILITY	00R4	500.00	SF	.45	1.00	\$225
Additional Land Information								
Acres	0.15	Tax Area	9100	Fema Code	X	Res Code	CRSTLP2	
Building Information - Year Built 1965 USE 91 - Utility Buildings (Card: 1 of 1)								
Ext Wall 1	Concrete Block Stucco		Ext Wall 2	None				
Roof Str	Gable or Hip		Roof Cov	Asphalt or Composition Shingle				
Int Wall 1	Masonry or Minimum		Int Wall 2	None				
Flooring 1	Finished Concrete		Flooring 2	None				
Fuel	None		Heat	None				
AC	None		Baths	.00				
Line	Description	Sq. Feet	Repl. Cost New					
1	BAS	560	\$10,427					
Extra Features (Card: 1 of 1)								
Line	Description	Year	Units	Value				
1	DWC	1965	90	\$54				
2	SPRNKPP	1992	22	\$139				
Sales History								
Previous Owner			--					
Year	Month	Book / Page	Type	Amount				
-- No Sales History --								

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Parcel ID		32-26-16-0540-00000-4260 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address DREHER ROBERT L & DIANE 1518 US HWY 19 HOLIDAY, FL 346915619				Assessment (totals)				
Physical Address 5021 PERENNIAL DR HOLIDAY, FL 34690				Ag Land				--
Legal Description (First 4 Lines) FOREST HILLS UNIT 16 B 9 P 93 LOT 426				Land				\$9,309
				Building				\$3,551
				Extra Features				\$48
				Total Assessment				\$12,908
				Save Our Homes				\$0
				Taxable Value				\$12,908
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00R4	5,642.00	SF	1.65	1.00	\$9,309
Additional Land Information								
Acres	0.13	Tax Area	9100	Fema Code	X	Res Code	CRSTLP2	
Building Information - Year Built 1965 USE 91 - Utility Buildings (Card: 1 of 1)								
Ext Wall 1	Concrete Block Stucco		Ext Wall 2	None				
Roof Str	Gable or Hip		Roof Cov	Asphalt or Composition Shingle				
Int Wall 1	Masonry or Minimum		Int Wall 2	None				
Flooring 1	Finished Concrete		Flooring 2	None				
Fuel	None		Heat	None				
AC	None		Baths	.00				
Line	Description		Sq. Feet		Repl. Cost New			
1	BAS		560		\$10,427			
2	CAN		60		\$335			
Extra Features (Card: 1 of 1)								
Line	Description	Year	Units	Value				
1	SWC	1965	80	\$48				
Sales History								
Previous Owner			--					
Year	Month	Book / Page		Type	Amount			
-- No Sales History --								

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Parcel ID		32-26-16-0090-00000-0460 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address S 1 WATER UTILITY INC 1518 US HWY 19 HOLIDAY, FL 346915619				Assessment (totals)				
Physical Address 1811 GRAND BLVD HOLIDAY, FL 34690				Ag Land -				
Legal Description (First 4 Lines) SIESTA TERR MB 6 PG 11 LOT 46 RB 723 PG 609				Land \$14,429				
				Building \$776				
				Extra Features \$0				
				Total Assessment \$15,205				
				Save Our Homes \$0				
				Taxable Value \$15,205				
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00R4	6,000.00	SF	2.10	1.00	\$12,600
02	9100	UTILITY	00R4	4,065.00	SF	.45	1.00	\$1,829
Additional Land Information								
Acres	0.23	Tax Area	9100	Fema Code	X	Res Code	SSTRLP1	
Building Information - Year Built 1965 USE 91 - Utility Buildings (Card: 1 of 1)								
Ext Wall 1	Concrete Block		Ext Wall 2	None				
Roof Str	Gable or Hip		Roof Cov	Asphalt or Composition Shingle				
Int Wall 1	Masonry or Minimum		Int Wall 2	None				
Flooring 1	Finished Concrete		Flooring 2	None				
Fuel	None		Heat	None				
AC	None		Baths	.00				
Line	Description	Sq. Feet		Repl. Cost New				
1	BAS	128		\$2,350				
Extra Features								
No Extra Features								
Sales History								
Previous Owner				-				
Year	Month	Book / Page		Type	Amount			
-- No Sales History --								

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Parcel ID		32-26-16-0030-00000-1210 (Card: 1 of 1)						
Classification		48 - Warehousing (Block or Metal)						
Mailing Address S-1 WATER UTILITY INC 1518 US HWY 19 HOLIDAY, FL 346915619 Physical Address 1745 MARENGO DR HOLIDAY, FL 34690					Assessment (totals) Ag Land -- Land \$11,170 Building \$1,359 Extra Features \$0 Total Assessment \$12,529 Save Our Homes \$0 Taxable Value \$12,529			
Legal Description (First 4 Lines) FOREST HILLS UNIT 2 PB 7 PG 149 LOT 121 LESS COM SW COR OF LOT 120 TH CV LT RAD 100.00 FT ARC 15.00FT CHD BRG S 49DG 42								
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	4800	WAREHOUSE	00R4	6,000.00	SF	1.65	1.00	\$9,900
02	4800	WAREHOUSE	00R4	2,822.00	SF	.45	1.00	\$1,270
Additional Land Information								
Acres	0.2	Tax Area	9100	Fema Code	X	Res Code	CRSTLP2	
Building Information - Year Built 1970 USE 48 - Warehouses,Block (Card: 1 of 1)								
Ext Wall 1	Concrete Block Stucco		Ext Wall 2	None				
Roof Str	Gable or Hip		Roof Cov	Asphalt or Composition Shingle				
Int Wall 1	Masonry or Minimum		Int Wall 2	None				
Flooring 1	Finished Concrete		Flooring 2	None				
Fuel	None		Heat	None				
AC	None		Baths	.00				
Line	Description	Sq. Feet		Repl. Cost New				
1	BAS	140		\$2,862				
Extra Features								
No Extra Features								
Sales History								
Previous Owner				--				
Year	Month	Book / Page		Type	Amount			
-- No Sales History --								

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Parcel ID		32-26-16-0140-00300-0010 (Card: 1 of 1)						
Classification		00 - Vacant Residential						
Mailing Address DREHER ROBERT L & DIANE 1518 US HWY 19 HOLIDAY, FL 346915619				Assessment (totals)				
Physical Address				Ag Land --				
Legal Description (First 4 Lines) T & TS CO SUB MB 1 PG 69-73 PT OF TR 6 LYING N OF ELIZABETH AVE BETWEEN RR R/W'S RB 636 PGS 32 & 33				Land \$6,875				
				Building \$0				
				Extra Features \$501				
				Total Assessment \$7,376				
				Save Our Homes \$0				
				Taxable Value \$7,376				
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	0100	SFR	00R4	.22	AC	31,250.00	1.00	\$6,875
Additional Land Information								
Acres	0.25	Tax Area	9100	Fema Code	--	Res Code	1SWP.S1	
Building Information								
Unimproved Parcel 00								
Extra Features (Card: 1 of 1)								
Line	Description		Year	Units		Value		
1	SHED		1992	1		\$501		
Sales History								
Previous Owner			--					
Year	Month		Book / Page			Type	Amount	
1972	10		0636 / 0032			WD	--	

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Parcel ID		29-26-16-0010-04000-0030 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address FOREST HILLS UTILITIES INC 1518 US HWY 19 HOLIDAY, FL 346915619 Physical Address					Assessment (totals) Ag Land — Land \$829 Building \$0 Extra Features \$170 Total Assessment \$999 Save Our Homes \$0 Taxable Value \$999			
Legal Description (First 4 Lines) TAMPA & TARPON SPRINGS LAND CO PB 1 PGS 68-70 PORTION OF TRACT 40 DESC AS COM AT SW COR OF SE 1/4 OF SECTION TH N00DG								
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00C2	3,425.81	SF	2.42	0.10	\$829
Additional Land Information								
Acres	0.08	Tax Area	9100	Fema Code	X500	Comm Code	MGRN2FD	
Building Information								
Unimproved Parcel 00								
Extra Features (Card: 1 of 1)								
Line	Description	Year	Units	Value				
1	SHED	1997	1	\$170				
Sales History								
Previous Owner			—					
Year	Month	Book / Page			Type	Amount		
1989	06	1837 / 1676			WD	—		

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Parcel ID		31-26-16-062B-00000-00A0 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address DREHER ROBERT L & DIANE 1518 US HWY 19 HOLIDAY, FL 346915619 Physical Address 1700 PLUM TREE RD HOLIDAY, FL 34690					Assessment (totals) Ag Land -- Land \$564 Building \$0 Extra Features \$0 Total Assessment \$564 Save Our Homes \$0 Taxable Value \$564			
Legal Description (First 4 Lines) FOREST HILLS UNIT 24 MB 11 PG 25 UTILITY AREA RB 474 PG 628								
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00R4	1,763.00	SF	1.60	0.20	\$564
Additional Land Information								
Acres	0	Tax Area	9100	Fema Code	X500	Res Code	CRSTLP3	
Building Information								
Unimproved Parcel 00								
Extra Features								
No Extra Features								
Sales History								
Previous Owner				--				
Year	Month	Book / Page		Type	Amount			
-- No Sales History --								

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Parcel ID		32-26-16-0770-00000-00A0 (Card: 1 of 1)						
Classification		91 - Utilities						
Mailing Address DREHER ROBERT L & DIANA J 1518 US HWY 19 HOLIDAY, FL 346915619 Physical Address					Assessment (totals) Ag Land -- Land \$205 Building \$0 Extra Features \$0 Total Assessment \$205 Save Our Homes \$0 Taxable Value \$205			
Legal Description (First 4 Lines) FOREST HILLS EAST UNIT 1 PB 13 PGS 57 & 58 AKA TR A								
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	9100	UTILITY	00R4	621.00	SF	1.65	0.20	\$205
Additional Land Information								
Acres	0.01	Tax Area	9100	Fema Code	AE	Res Code	CRSTLP2	
Building Information								
Unimproved Parcel 00								
Extra Features								
No Extra Features								
Sales History								
Previous Owner				--				
Year	Month	Book / Page		Type	Amount			
-- No Sales History --								

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Parcel ID		29-26-16-077A-00000-00A0 (Card: 1 of 1)						
Classification		00 - Vacant Residential						
Mailing Address DREHER ROBERT L & DIANE 1518 US HWY 19 HOLIDAY, FL 346915619 Physical Address					Assessment (totals) Ag Land -- Land \$314 Building \$0 Extra Features \$0 Total Assessment \$314 Save Our Homes \$0 Taxable Value \$314			
Legal Description (First 4 Lines) FOREST HILLS EAST UNIT 2 PB 13 PG 146 TR A								
Land Detail (Card: 1 of 1)								
Line	Use	Description	Zoning	Units	Type	Price	Cond	Value
01	0100	SFR	00R4	1,900.00	SF	1.65	0.10	\$314
Additional Land Information								
Acres	0.04	Tax Area	9100	Fema Code	AE	Res Code	CRSTLP2	
Building Information								
Unimproved Parcel 00								
Extra Features								
No Extra Features								
Sales History								
Previous Owner				--				
Year	Month	Book / Page			Type	Amount		
-- No Sales History --								

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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 of the following items of inventory owned by UTILITY on the Closing Date:

1. Sewer Plant Blowers
2. Fire Hydrants (2)
3. Miscellaneous Valve Boxes
4. Miscellaneous Cast Iron Tees
5. Miscellaneous Meters
6. Ductil Iron Pipe of Various Sizes and Lengths
7. Lift Station Pump (rebuilt) (2)
8. Miscellaneous Lift Station Pump and Motors

(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.

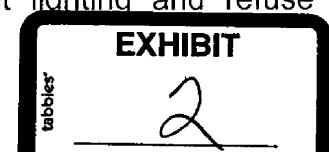
(5) All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in UTILITY's possession.

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.

(3) Rights and privileges pertaining to the provision of street lighting and refuse collection services as provided by the UTILITY prior to closing.



This Instrument was Prepared by:
J. Ben Harrill, Esquire
Figurski & Harrill
2435 U.S. Highway 19
Suite 350
Holdiay, Florida 34691

ASSIGNMENT OF EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that Forest Hills Utilities, Inc., a Florida corporation , hereinafter referred to as the "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Assignee," has granted, bargained, sold, transferred, assigned, and delivered, and by these presents does grant, bargain, sell, transfer, assign and deliver unto the Assignee, its successors and assign, all of Assignor's right, title, and interest in and to all easements, recorded and unrecorded, rights of access, ingress and egress, permits, licenses, and right-of-way owned or used by Assignor, whether in public or private property located in Pasco County, Florida, including, but not limited to, easements identified in platted, dedicated rights-of-way utility easements.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assign forever.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this _____ day of _____, 2004.

FOREST HILLS UTILITIES, INC.

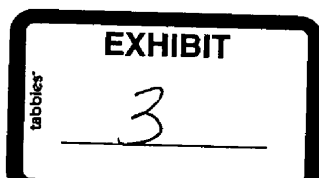
Corporate Seal

By: _____

Robert L. Dreher
Its President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by ROBERT L. DREHER, as President of Forest Hills Utilities, Inc., a Florida corporation, on behalf o the corporation. He is personally known to me or produced _____ as identification and has not taken an oath.



Notary Public
My Commission Expires

Exhibit 4

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

THERE ARE NO VENDOR CONTRACTS OR CUREENT WARRANTIES FOR THE
UTILITY SYSTEM.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

200-W

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

FOREST HILLS UTILITIES, INC.

Whose principal address is

1721 Candlewood Drive

Tarpon Springs, Florida (Pasco)

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

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

ORDER 6406 DATED 12-18-74 DOCKET 73377-W

ORDER 10710 DATED 4-9-82 DOCKET 820032-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. C. Kelly
Administrative Secretary

William J. Mayo
Chairman



EXHIBIT

5

tabbles



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

145-5

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

FOREST HILLS UTILITIES, INC.

Whose principal address is .

1721 Candlewood Drive

Tarpon Springs, Florida (Pasco)

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

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

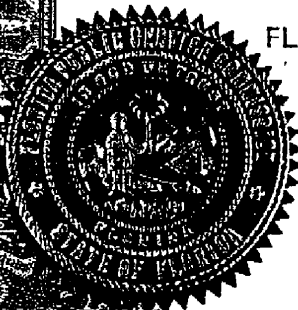
ORDER 6406 DATED 12-18-74 DOCKET 73376-S

ORDER 10710 DATED 4-9-82 DOCKET 820032-S

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



William B. DeWilly
Administrative Secretary

William J. Mayo
Chairman

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE
GENERAL
PERMIT NO. 206028.02

EXPIRATION DATE: June 10, 2004

PERMIT ISSUE DATE: June 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: Forest Hills Utilities, Inc.
1518 U.S. Highway 19
Holiday, FL 34691

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gpd)

AVERAGE: 498,000 PEAK MONTHLY: 597,600

<u>Use</u>	<u>Average</u>	<u>Peak Monthly</u>
Public Supply:	498,000 gpd	597,600 gpd

See Withdrawal Table for quantities permitted for each withdrawal point.

PROPERTY LOCATION: Pasco County, approximately 3 miles south of New Port Richey adjacent to U.S. 19.

TYPE OF APPLICATION: New (Expired) WATER USE CAUTION AREA:
Northern Tampa Bay

APPLICATION FILED: January 10, 1994 ACRES 102 Owned
1100 Serviced
1202 Total

APPLICATION AMENDED: N/A

Permit No.: 206028.02
 Permittee: Forest Hills Utilities, Inc.
 Page 2 of 9

WATER USE: PUBLIC SUPPLY

SERVICE AREA NAME

Forest Hills Utilities, Inc.

<u>USE TYPE</u>	<u>POPULATION SERVED</u>	<u>PER CAPITA RATE</u>
Residential Single Family Metered Uses	5519	49
Residential Multi-Family	205	49
Total Public Supply Use	5724	87 Gross/Compliance Per Capita

<u>D. NO.</u>	<u>PERMITTEE/ STRICT</u>	<u>LOCATION LAT/LONG</u>	<u>DIAM. (INCHES)</u>	<u>DEPTH TOTAL/CASED</u>	<u>USE</u>	<u>GALLONS PER DAY</u>		
						<u>AVERAGE</u>	<u>PEAK MONTHLY</u>	
/ 1		281049/824326	6	100 / 84	PS	20,000	20,000	
/ 2		281041/824353	6	95 / 60	PS	100,000	121,500	
/ 3		281046/824352	6	100 / 60	PS	50,000	50,000	
/ 4		281107/824326	6	75 / 60	PS	100,000	121,500	
/ 5		281105/824339	8	64 / 60	PS	100,000	121,500	
/ 6		281114/824423	6	67 / 60	PS	74,000	98,000	
/ 7		281112/824319	6	70 / 39	PS	100,000	121,500	Standby
/ 8		281131/824324	6	69 / 60	PS	54,000	65,100	

Public Supply

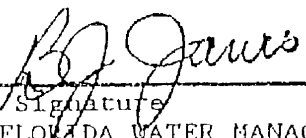
<u>D. NO.</u>	<u>SECTION/TOWNSHIP/RANGE</u>
2, 3, 4, 7	32/26/16
	31/26/16
	29/26/16

Permit No.: 206028.02
Permittee: Forest Hills Utilities, Inc.
Page 7 of 9

1. account name and address;
2. location of connection(s) by latitude - longitude;
3. line size;
4. meter (yes or no); and
5. metered quantities, if metered.

STANDARD CONDITIONS:

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

permit No.: 206028.02
permittee: Forest Hills Utilities, Inc.
page 3 of 9

PECIAL CONDITIONS:

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

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. The Permittee shall submit to the District within 30 days after each calendar quarter a record for each month within such quarter, showing (1) Total water withdrawn from all withdrawal facilities permitted herein, (2) Total water supplied from all sources to users within the service area in which the withdrawal facilities permitted herein are located; (3) Total water supplied from external sources, if any; (4) Total water supplied to external users, if any. In addition, as part of its first report each year, Permittee shall state the total number of connections served at the end of the previous calendar year within the subdivision in which the withdrawal facilities permitted herein are located.
3. The Permittee shall, to the maximum extent feasible, use the permitted withdrawal facilities to meet their water supply needs up to the permitted quantities.
4. The total quantity distributed by the system, from the permitted withdrawal facilities and any external sources, shall not exceed 858,600 gallons per day on an average annual basis.
5. 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). 7, Permittee ID No(s). 10, 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.

6. 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). 1, 2, 3, 4, 5, 6 and 8, Permittee ID No(s). 1, 2, 4, 5, 6, 8 and 11. 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.

7. Water quality samples shall be collected and analyzed, for parameter(s), and frequency(ies) specified below. Water quality samples from production wells shall be collected whether or not the well is being used, unless infeasible. If sampling is infeasible the Permittee shall indicate the reason for not sampling on the water quality data form. Water quality samples shall be analyzed by a Department of Health and Rehabilitative Services (DHRS) certified laboratory under Environmental Laboratory Certification General Category "1". At a minimum, water quality samples shall be collected after pumping the well at its normal rate for a pumping time specified in the table below, or to a constant temperature, pH, and conductivity. In addition, the Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis. Any variance in sampling and/or analytical methods shall have prior approval of the Permitting Department Director, Resource Regulation. Reports of the analyses shall be submitted to the Permits Data Section (using District forms) on or before the tenth day of the following month, and shall include the signature of an authorized representative and certification number of the certified laboratory which undertook the analysis. The parameters and frequency of sampling and analysis may be modified by the Permitting Department Director, Resource Regulation, as necessary to ensure the protection of the resource.

<u>District ID No.</u>	<u>Permittee ID No.</u>	<u>Minimum Pumping Time (minutes)</u>	<u>Parameter</u>	<u>Sampling Frequency</u>
1, 2, 3,	1, 2, 4,	15	Chloride	Monthly
4, 5, 6,	5, 6, 8,		Sulfate,	
7, 8	10, 11		TDS	

Water quality samples shall be collected based on the following timetable:

Weekly	Same day of each week
Monthly	Same week of each month
Quarterly	Same week of months specified
Semi-annually	Same week of months specified

Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).

8. 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.
9. The District reserves the right to set chloride, sulfate and TDS concentration limits on any production well in the future, based on data collected and after a sufficient data base has been established to determine limits. These limits shall be required after discussions with the Permittee. At such time as the concentration in any water sample reaches or exceeds the designated concentration limits, the Permittee shall take appropriate action to reduce concentrations to below those set for the particular well. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the quantities permitted.
10. By January 1, 1993, the Permittee shall have achieved a per capita water rate equal to or less than 150 gpd; this standard shall remain in effect until modified by rule. For planning purposes, listed below are per-capita goals for future management periods. These goals may be established as requirements through future rulemaking by the District:
 - a. By January 1, 1997, the District may establish a new per capita water use standard. Based on current information, the per capita water use goal may be established by rule at 140 gpd; and
 - b. By January 1, 2002, the District may establish a new per capita water use standard. Based on current information, the per capita water use goal may be established by rule at 130 gpd.

By April 1 of each year for the preceding period of October 1 through September 30, the Permittee shall submit a report detailing:

- a. The population served;
- b. Significant deducted uses, the associated quantity, and conservation measures applied to these uses;
- c. Total withdrawals;
- d. Treatment losses.
- e. Environmental mitigation quantities.
- f. Sources and quantities of incoming and outgoing transfers of water and wholesale purchases and sales of water, with quantities determined at the supplier's departure point.
- g. Documentation of reuse and desalination credits, if taken.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of FOREST HILLS UTILITIES, INC., for certificates to operate a water and sewer utility in PASCO COUNTY, Florida.) DOCKETS NOS. 73376-S
) & 73377-W
) ORDER NO. 6406

The following Commissioners participated in the disposition of this matter:

WILLIAM H. BEVIS, Chairman
WILLIAM T. MAYO
PAULA F. HAWKINS

ORDER

BY THE COMMISSION:

Subsection 367.171(1)(b), Florida Statutes, 1971, provides in part that any utility engaged in the operation or construction of a system shall be entitled to receive a certificate for the area served if the utility will make application and file with this Commission a system map, description of the area served and appropriate filing fee.

Forest Hills Utilities, Inc., has made application for certificates to operate its existing water and sewer systems in Pasco County. The officers of the corporation are as follows: Robert L. Dreher, President; Diane J. Dreher, Secretary and Treasurer; and James Dreher, Vice President. We have examined the application and find it to be in substantial compliance with the law. It is, therefore,

ORDERED by the Florida Public Service Commission that Water Certificate Number 200-W be and is hereby granted to Forest Hills Utilities, Inc., 1721 Candlewood Drive, Tarpon Springs, Florida 33589, for the following described territory in Pasco County, Florida.

Commence at the Southwest corner of Section 32, Township 26 South, Range 16 East, Pasco County, Florida; thence South 89 degrees 49 minutes 02 seconds East, along the South boundary of said Section 32, 439.78 feet for a Point of Beginning; thence North 00 degrees 28 minutes 00 seconds, along the East boundary of Crest Ridge Gardens Unit Four, 1317.75 feet; thence North 89 degrees 59 minutes 14 seconds, 441.10 feet; thence South 89 degrees 55 minutes 22 seconds West, 1315.88 feet; thence North 00 degrees 32 minutes 00 seconds East, 329.95 feet; thence North 89 degrees 57 minutes 33 seconds East, 1315.16 feet; thence North 00 degrees 24 minutes 33 seconds East, along the East boundary of the Southeast $\frac{1}{4}$ of Section 31, Township 26 South, Range 16 East, 987.33 feet; thence North 00 degrees 59 minutes 45 seconds East, along the East boundary of Crest Ridge Gardens Units Seven And Eight, 485.07 feet; thence North 51 degrees 02 minutes 00 seconds West, 825.21 feet; thence South 61 degrees 23 minutes 50 seconds West, along the South boundary of the S.C.L. R.R. right-of-way, 763.34 feet; thence South 00 degrees 50 minutes 19 seconds West along the West boundary of said Unit Eight, 638.17 feet; thence North 89 degrees 57 minutes 35 seconds West, along the South boundary of the Northeast $\frac{1}{4}$ of Section 31, Township 26 South, Range 16 East, 1313.18 feet; thence North 00 degrees 41 minutes 23 seconds East, along the West boundary of the North $\frac{1}{4}$ of said Section 31, 2676 feet, M.O.L.; thence North 89 degrees 14 minutes 42 seconds East, along the North boundary of the Northeast $\frac{1}{4}$ of

said Section 31, 1761 feet, M. O. L.;
thence South 00 degrees 49 minutes 20 Seconds
West, along the West boundary of Knollwood Village,
1012.92 feet; thence North 89 degrees 32 minutes
32 seconds East, 877.32 feet; thence South 00 degrees
59 minutes 45 seconds West, along the West boundary
of the Northwest $\frac{1}{4}$ of said Section 32, 276.1 feet;
thence North 61 degrees 22 minutes 45 seconds East,
250.97 feet to a P.C.; thence on an arc to the right
of 581.21 feet, radius 1146.28 feet, chord 575.01
feet, chord bearing North 75 degrees 54 minutes 18
seconds East, to a P.T.; thence South 89 degrees
34 minutes 10 seconds East, 772.49 feet; thence North
00 degrees 52 minutes 05 seconds East, 1031.05 feet;
thence South 89 degrees 42 minutes 00 seconds East,
along the North boundary of the Northwest $\frac{1}{4}$ of said
Section 32, 1102.22 feet; thence North 00 degrees 02
minutes 26 seconds East, along the North-South center-
line of Section 29, Township 26 South, Range 16 East,
1667.86 feet; thence South 89 degrees 36 minutes 36
seconds East, along the South boundary of Tracts 34,
35, 36, 37, 38, and 39, Tampa and Tarpon Springs Land
Company's Subdivision of the Southeast $\frac{1}{4}$ of said Section
29, 1900 feet, M.O.L. to the West bank of the Anclote
River; thence in a Southerly and Southwesterly direction
meandering the West bank of the Anclote River and
tributary canals, thru Sections 29 and 32, for distance
of 19,000 feet, M.O.L., to the Southeast corner of
Lot 1014, Forest Hills Unit No. 23, (Plat Book 10,
Page 144, Public Records of Pasco County); thence
South 88 degrees 31 minutes 55 seconds West, 580.00
feet; thence South, 319.10 feet; thence North 89 degrees
49 minutes 02 seconds West, along the South boundary
of said Section 32, 2020.08 feet to the P. O. B.

It is further

ORDERED that Sewer Certificate Number 145-S be and is hereby
granted to Forest Hills Utilities, Inc., 1721 Candlewood Drive,
Tarpon Springs, Florida 33589, for the following described ter-
ritory in Pasco County, Florida.

Territory "A" Description:

Commence at the Southwest corner of Section 32,
Township 26 South, Range 16 East, Pasco County,
Florida; thence South 89 degrees 49 minutes 02
seconds East, along the South boundary of said
Section 32, 439.78 feet for a Point of Beginning;
thence North 00 degrees 28 minutes 00 seconds
East, along the East boundary of Crest Ridge
Gardens Unit Four and its northerly projection,
1407.75 feet to a point on curve; thence on an arc
to the right of 242.04 feet, along the South line
of Candlewood Drive, radius 794.78 feet, chord
241.11 feet, chord bearing South 81 degrees 01
minutes 28 seconds East, to a P.T.; thence South
72 degrees 18 minutes 00 seconds East, 313.23 feet
to a P.C.; thence on an arc to the left of 245.85 feet,
radius 789.07 feet, chord 244.86 feet, chord bearing
South 81 degrees 13 minutes 32 seconds East, to a
P.T.; thence North 89 degrees 50 minutes 56 seconds
East, 109.21 feet; thence South 00 degrees 45 minutes
10 seconds West, 155.00; thence North 89 degrees 50
minutes 56 seconds East, 1159.01 feet; thence North
00 degrees 45 minutes 10 seconds West, 155.00 feet;
thence South 89 degrees 50 minutes 56 seconds East,
160.00 feet; thence North 00 degrees 45 minutes 10
seconds West, along the North-South centerline of
said Section 32, 1070.03 feet; thence South 89 degrees
50 minutes 56 seconds West, 160.00 feet; thence North

00 degrees 09 minutes 04 seconds West, 150.00 feet; thence North 89 degrees 50 minutes 56 seconds East, 11.84 feet to a P.C.; thence on an arc to the left of 30.69 feet, along the North line of Riddle Road, radius 174.78 feet, chord 30.65 feet, chord bearing North 84 degrees 49 minutes 06 seconds East, to a P.O.C.; thence North 00 degrees 45 minutes 10 seconds East, 252.33 feet; thence North 89 degrees 50 minutes 56 seconds East, 120.00 feet; thence North 00 degrees 45 minutes 10 seconds East, along the North-South centerline of said Section 32, 680.00 feet; thence South 89 degrees 43 minutes 15 seconds East, along the South boundary of Dodge City First Addition, 1314.51 feet; thence North 00 degrees 30 minutes 57 seconds East, 228.94 feet, M.O.L., to a P.O.C.; thence along the centerline of the 50 foot right-of-way of the Seaboard Coast Line Railroad, on an arc to the right of 650 feet, M.O.L.; to a P.C.; thence North 18 degrees 56 minutes 10 seconds West, along said R.R. centerline, 1225 feet, M.O.L.; thence North 89 degrees 30 minutes 24 seconds West, along the North boundary of the Northeast $\frac{1}{4}$ of said Section 32, 535.9 feet, M.O.L.; thence North 00 degrees 02 minutes 26 seconds East, along the North-South centerline of Section 29, Township 26 South, Range 16 East, 1667.86 feet; thence South 89 degrees 36 minutes 36 seconds East, along the South boundary of Tracts 34, 35, 36, 37, 38, and 39, Tampa and Tarpon Springs Land Company's Subdivision of the Southeast $\frac{1}{4}$ of said Section 29, 1900 feet, M.O.L., to the West bank of the Anclote River; thence in a southerly and southwesterly direction, meandering the West bank of the Anclote River and tributary canals, thru Sections 29 and 32, for distance of 19,000 feet, M.O.L., to the Southeast corner of Lot 1014, Forest Hills Unit No. 23, (Plat Book 10, Page 144, Public Records of Pasco County); thence South 88 degrees 31 minutes 55 seconds West, 580.00 feet; thence South, 319.10 feet; thence North 89 degrees 49 minutes 02 seconds, West, along the South boundary of said Section 32, 2020.08 feet to the P.O.B.

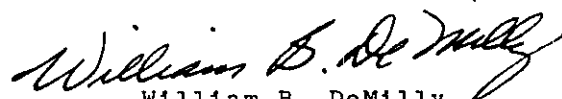
Territory "B" Description:

Begin at the Southwest corner of the Northwest $\frac{1}{4}$ of Section 32, Township 26 South, Range 16 East, Pasco County, Florida; thence North 00 degrees 59 minutes 45 seconds East, along the East boundary of Crest Ridge Gardens Units Seven and Eight, 485.07 feet; thence North 51 degrees 02 minutes 00 seconds West, 825.21 feet; thence South 61 degrees 23 minutes 50 seconds West, along the South boundary of the S.C.L. R.R. right-of-way, 763.34 feet; thence South 00 degrees 50 minutes 19 seconds West, along the West boundary of said Unit Eight, 638.17 feet; thence North 89 degrees 57 minutes 35 seconds West, along the South boundary of the Northeast $\frac{1}{4}$ of Section 31, Township 26 South, Range 16 East, 1313.18 feet; thence North 00 degrees 41 minutes 23 seconds East, along the West boundary of the Northeast $\frac{1}{4}$ of said Section 31, 2676 feet, M.O.L.; thence North 89 degrees 14 minutes 42 seconds East, along the North boundary of the Northeast $\frac{1}{4}$ of said Section 31, 440.31 feet; thence South 00 degrees 45 minutes 22 seconds West, along the East boundary of "Pappas Plaza Shopping Center", 1006 feet, M.O.L.; thence North 89 degrees 32 minutes 32 seconds East,

Dockets Nos. 73376-S & 73377-W
Order No. 6406
Sheet No. 4

along the North boundary of Bartelt Industrial Park, Bartelt Industrial Park First Addition, and Tract 4, Tampa and Tarpon Springs Land Company's Sub-division, 2196.7 feet, M.O.L.; thence South 00 degrees 59 minutes 45 seconds E. along the East Boundary of the Northeast $\frac{1}{4}$ of said Section 31, 678.3 feet; thence South 89 degrees 59 minutes 11 seconds East, 442.16 feet; thence South 00 degrees 57 minutes 13 seconds West, 151.45 feet; thence South 89 degrees 43 minutes 15 seconds East, 100.00 feet; thence South 00 degrees 41 minutes 05 seconds West, 863.84 feet; thence South 89 degrees 50 minutes 56 seconds West, along the South boundary of the Northwest $\frac{1}{4}$ of said Section 32, 547.00 feet to the P.O.B.

By Order of Chairman WILLIAM H. BEVIS, Commissioner WILLIAM T. MAYO, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 18th day of December, 1974.


William B. DeMilley
ADMINISTRATIVE SECRETARY

(S E A L)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of FOREST HILLS UTILITIES, INC. for amendment of Certificate Nos. 200-W and 145-S to include additional territory in Pasco County, Florida.)	DOCKET NO. 820032-WS (EX)
)	ORDER NO. 10710
)	ISSUED: 4-9-82

ORDER EXTENDING CERTIFICATES

BY THE COMMISSION:

On January 26, 1982, we received the application of Forest Hills Utilities, Inc. to amend its certificates, Nos. 200-W and 145-S, to include additional territory in Pasco County, Florida. The utility is currently providing service in the territory applied for and the application was filed under Subsection 367.061(4), Florida Statutes.

Notice of the utility's intention to extend its service area was published in the West Pasco Press, a newspaper of general circulation in the territory involved, on June 18, 25, and on July 2, 1981.

The applicant has submitted proof of notification to the governing body of Pasco County, the Office of Public Counsel, the Florida Public Service Commission and all water and sewer utilities within a ten-mile radius of the applied for territory.

A protest to the utility's proposed extension of territory was filed on June 26, 1981 by the Pasco County Utilities Department. That protest was, however, withdrawn on January 13, 1982. No other protests have been received and the time for filing them has expired.

The appropriate filing fees have been paid and the application is in compliance with the law. It is, therefore

ORDERED by the Florida Public Service Commission that Certificates Nos. 200-W and 145-S, held by Forest Hills Utilities, Inc., 1721 Candlewood Drive, Holiday, Florida, 33590, be and the same are hereby amended to include the following territory:

Township 26 South, Range 16 East
Section 30

Tracts 42, 48, 47, and that portion of Tracts 45 and 46 lying East of U.S. 19 (S.R. No. 55) Tampa Tarpon Land Company's Subdivision as shown on plat record in Plat Book 1, pages 68, 69, and 70 of the Public Records of Pasco County, Florida.

This area is commonly described as a 50-acre parcel beginning at the Northwest corner of the Mount Vernon Plaza proceeding South on U.S. 19 to a Shell Service Station, then East on State Road 595 to the Southeast corner of the First Baptist Church, then proceeding North to the Northeast corner of the First Baptist Church property, then West to the middle of the Baillie property (Tract 42), then North to the Northeast corner of Tract 45 and West to the Mount Vernon Plaza (Point of Beginning).

It is further

ORDER NO. 10710
DOCKET NO. 820032-WS
SHEET NO. 2

ORDERED that Forest Hills Utilities, Inc. shall submit Certificates Nos. 200-W and 145-S to this Commission within twenty (20) days of the date of this order for appropriate entries. It is further

ORDERED that the rates presently contained in the utility's tariffs on file with the Commission shall be applicable to service in the additional territory.

By Order of the Florida Public Service Commission, this
9th day of APRIL, 1982.

(S E A L)


STEVE TRIBBLE
Commission Clerk

DES

**ASSIGNMENT AND ASSUMPTION OF
CONTRACTS, LEASES, AND SIMILAR DOCUMENTS**

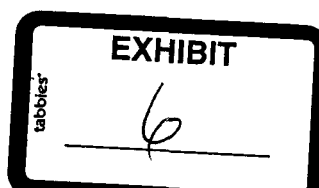
THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, LEASES, AND SIMILAR DOCUMENTS (“Assignment”) is made and entered into this _____ day of _____, 2003, by and between FOREST HILLS UTILITIES, INC., a Florida corporation (“Assignor”) and PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida (“Assignee”).

WHEREAS, Assignee is exercising its rights to assume ownership of the assets owned by Assignor;

WHEREAS, Assignor and Assignee desire to provide for the assignment of specific rights and duties contained in certain contracts, leases and similar documents (“Contracts”) into which Assignor entered in the ordinary course of its utility operations;

NOW, THEREFORE, for ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree:

1. Assignor does hereby assign and deliver unto Assignee such right, title and interest of Assignor in, to and under the Contracts attached hereto as Schedule “1”.
2. Assignor represents:
 - a. The contracts have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived in any manner whatsoever; and,
 - b. There are no defaults by Assignor of any type or nature under the Contracts.
3. Assignee hereby assumes the covenants, conditions and obligations contained in the Contracts in Schedule “1”.
4. Assignor and Assignee further agree as follows:
 - a. This Assignment is effective as of the date of execution by Assignor.



- b. Assignee is hereby vested with full power to use all measures, legal and equitable deemed by it necessary or proper to enforce the contracts.
- c. This Assignment shall be governed by and construed in accordance with the laws and Administrative Rules of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment.

ATTEST:

FOREST HILLS UTILITIES, INC.

Secretary

By: _____
Robert L. Dreher
Its President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By:

By: _____
Its Chairman

LICENSE GRANT

THIS License Grant was entered into this 30th day of April, 1998, by and between EMORY PONTSLER, JR., and PAULINE I. PONTSLER, hereinafter referred to as the "LICENSOR", and FOREST HILLS UTILITIES, INC., hereinafter referred to as the "LICENSEE."

WHEREAS, Pasco County, Florida, will consider vacation of its easement in respect to the below-described real property at a duly convened meeting of the Board of County Commissioners of Pasco County, Florida; and,

WHEREAS, said vacation of said easement is subject to the condition that the LICENSOR would:

1. Execute and deliver this License Grant to the LICENSEE in duly recordable form; and,

2. Include a provision herein which indemnifies and saves the LICENSEE harmless from any liability for damage to LICENSOR'S home, home addition, or any other improvement which is located within the area of the vacated easement arising out of the LICENSEE'S maintenance, repair, or replacement of the sewer line that is located within the area of the easement that was not so vacated and which is in the proximity of said improvements.

(The WHEREAS CLAUSES set forth above are incorporated herein by reference and made a part of this agreement.)

IN CONSIDERATION, THEREFOR, and for other good and valuable consideration, the LICENSOR and the LICENSEE do hereby covenant, stipulate, and agree as follows:

1. That the LICENSOR, by these presents, does hereby grant to the LICENSEE and its employees, agents, or authorized independent contractors a license to enter, occupy, and use the hereinafter described real property for the purpose of performing all necessary maintenance, repairs, or replacement of the sewer line, and for all incidental purposes thereto, that is located within the proximity of the hereinafter described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND

BY REFERENCE MADE A PART HEREOF

2. That the terms of this license will authorize the purpose of the maintenance, repair, and/or replacement of the aforementioned sewer line, as described in Provision No. 1 of this License Grant, without liability, therefor, to the LICENSOR, or his or her heirs, grantees, successors, or assigns, and the LICENSOR does hereby agree to indemnify and save the LICENSEE harmless from any such liability that may ensue due to damage that may be sustained to the LICENSOR'S home, home addition, or any other improvement which is located within the area of the hereinabove described property, arising out of the LICENSEE'S maintenance, repair, or replacement of said sewer line that is located within the area of the easement that was not vacated by the LICENSEE and which is in the proximity of said improvements.

3. That this License Grant, upon execution hereof, shall be recorded in the Official Records of Pasco County, Florida; shall be binding upon the heirs, grantees, successors and assigns of the LICENSOR; and shall be perpetual and considered as a covenant

running with the land in respect to the above-described real property.

IN TESTIMONY WHEREOF, the parties have hereunto affixed their hands and seals this 30th day of April, 1998.

LICENSOR:

Maureen J. Peck
WITNESS

Maureen J. Peck
(PRINT NAME)

Gerald A. Figurski
WITNESS

Gerald A. Figurski
(PRINT NAME)

Maureen J. Peck
WITNESS

Maureen J. Peck
(PRINT NAME)

Gerald A. Figurski
WITNESS

Gerald A. Figurski
(PRINT NAME)

Emory Pontsler, Jr.
EMORY PONTSLER, JR.

Pauline I. Pontsler
PAULINE I. PONTSLER

LICENSEE:

FOREST HILLS UTILITIES, INC.

By: Robert J. Oehler
President, Title

Lynn Davis
WITNESS

Lynn Davis
(PRINT NAME)

Tanja L. Spencer
WITNESS

Tanja L. Spencer
(PRINT NAME)

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 30th
day of April, 1998, by EMORY PONTSLE, JR., who is
personally known to me or has produced
as identification and who did (did not) take an oath.



Maureen J. Peck
MY COMMISSION # CC568950 EXPIRES
September 24, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Maureen J. Peck
Notary Signature

Maureen J. Peck
Name of Notary Printed

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 30th
day of April, 1998, by PAULINE I. PONTSLE, who is
personally known to me or has produced
as identification and who did (did not) take an oath.



Maureen J. Peck
MY COMMISSION # CC568950 EXPIRES
September 24, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Maureen J. Peck
Notary Signature

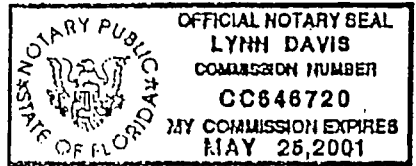
Maureen J. Peck
Name of Notary Printed

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 24th
day of April, 1998, by Robert L. Jackson,
as President, of FOREST HILLS UTILITIES, INC., a
Florida corporation, on behalf of the corporation. (He/she is
personally known to me or has produced PERSONALLY KNOWN
as identification and who did (did not) take an oath.

Lynn Davis
Notary Signature

LYNN DAVIS
Name of Notary Printed



DJL SURVEYING CO., INC.
 P.O. BOX 791
 NEW PORT RICHEY, FL 34656

WORK ORDER NO. 97-1855
 MAP NO. B-25079

CERTIFIED FOR: EMORY AND PAULINE PONTSLER

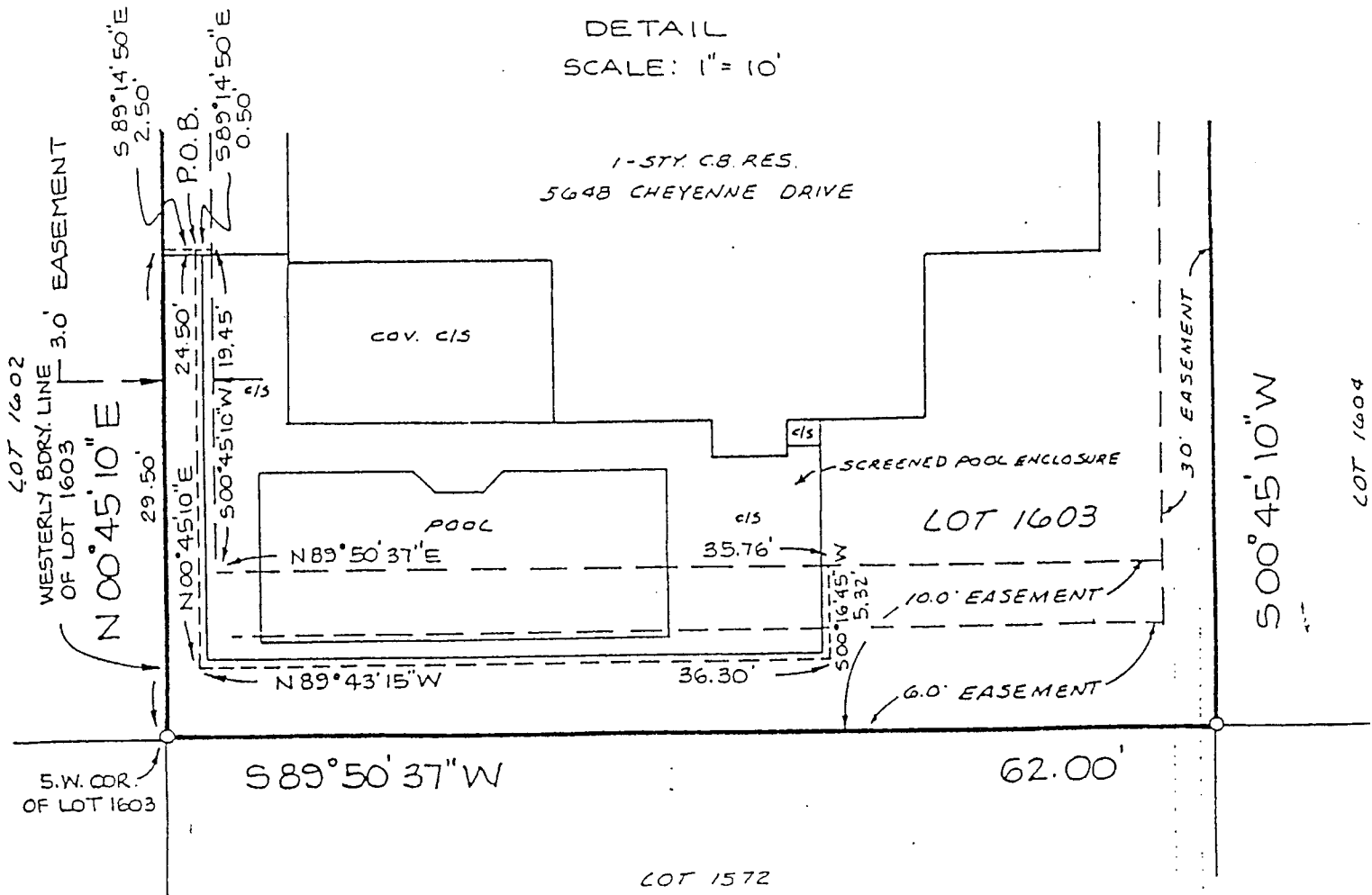
DESCRIPTION: PORTION OF EASEMENTS TO BE VACATED

A PORTION OF THE SOUTH 10.00 FEET AND THE WEST 3.00 FEET OF LOT 1603, FOREST HILLS UNIT NO. 25, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 11, PAGE 60 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1603; THENCE RUN ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1603, NORTH $00^{\circ}45'10''$ EAST, 29.50 FEET; THENCE SOUTH $89^{\circ}14'50''$ EAST, 2.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ}14'50''$ EAST, 0.50 FEET; THENCE SOUTH $00^{\circ}45'10''$ WEST, 19.45 FEET; THENCE NORTH $89^{\circ}50'37''$ EAST, 35.76 FEET; THENCE SOUTH $00^{\circ}16'45''$ WEST, 5.32 FEET; THENCE NORTH $89^{\circ}43'15''$ WEST, 36.30 FEET; THENCE NORTH $00^{\circ}45'10''$ EAST, 24.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 197.61 SQUARE FEET MORE OR LESS.

DETAIL
 SCALE: 1" = 10'



LICENSE GRANT

THIS License Grant was entered into this _____ day of April, 2002, by and between RICHARD H. LYONS and BARBARA ANN PAULSEN, hereinafter referred to as the "LICENSOR", and Forest Hills Utilities, Inc. hereinafter referred to as the "LICENSEE".

WHEREAS, the LICENSEE vacated its easement in respect to the below described real property at a duly convened meeting of the Board of County Commissioners of Pasco County, Florida, that was held on _____, 2002, at the Pasco County Government Center, 7530 Little Road, New Port Richey, Florida; and,

WHEREAS, the LICENSEE vacated said easement subject to the condition that the LICENSOR would:

1. Execute and deliver this License Grant to the LICENSEE in duly recordable form; and,
2. Include a provision herein which indemnify and save the LICENSEE harmless from any liability for damage to LICENSOR'S home, home addition, or any other improvement which is located within the area of the vacated easement arising out of the LICENSEE'S maintenance, repair, or replacement of utility lines _____ that is located within the area of the easement that was not so vacated and which is in the proximity of said improvements.

(THE WHEREAS CLAUSES set forth above are incorporated herein by reference and made a part of this agreement).

IN CONSIDERATION, THEREFORE, and for other good and valuable consideration, the LICENSOR and the LICENSEE do hereby covenant, stipulate, and agree as follows:

1. That the LICENSOR, by these presents, does hereby grant to the LICENSEE and its employees, agents, or authorized independent contractors a license to enter, occupy, and use the hereinafter described real property for the purpose of performing all necessary maintenance, repairs, or replacement of utility lines _____, and for all incidental purposes thereto, that is located within the proximity of the hereinafter described real property:

Lot 1147; Forest Hills Unit 20, PB 10, Pg 51

SEE EXHIBIT "A" ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF

2. That the terms of this license will authorize the purpose of the maintenance, repair, and/or replacement of the aforementioned utility lines _____, as described in Provision No. 1 of this License Grant, without liability, therefore, to the LICENSOR, or his or her heirs, grantees, successors, or assigns, and the LICENSOR does hereby agree to indemnify and save the LICENSEE harmless from any such liability that may ensue due to damage that may be sustained to the LICENSOR'S home, home addition, or any other improvement which is located within the area of the hereinabove described property, arising out of the LICENSEE'S maintenance, repair, or replacement of utility lines _____, that is located within the area of the easement that was not vacated by the LICENSEE and which is in the proximity of said improvements.

3. That this License Grant, upon execution hereof, shall be recorded on the Official Records of Pasco County, Florida; shall be binding upon the heirs, assigns, successors and assigns of the LICENSORS; and shall be perpetual and considered as a covenant running with the land in respect to the above described real property.

TESTIMONY WHEREOF, the parties have hereunto affixed their hands and seals this 3rd day of April, 2002.

WITNESSES:
Anne L. Forton
Print Name: Anne L. Forton
Cheryl A. Beyer
Print Name: Cheryl A. Beyer

LICENSOR:
Richard W. Lyons
Print Name: Richard Lyons
Barbara Ann Paulsen
Print Name: BARBARA ANN PAULSEN

WITNESS

Print Name:

Print Name:

LICENSEE:
FOREST HILLS UTILITIES, INC.
1518 US HWY. 19 HOLIDAY, FL. 34691
BY: Robert L. Dreher
Robert L. Dreher, President

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: _____
ATTORNEY

STATE OF Michigan
COUNTY OF Menominee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Michigan and in the County aforesaid to take acknowledgments, personally appeared RICHARD H. LYONS and BARBARA ANN PAULSEN who has produced driver's license as identification (known personally to me) to be the persons described in and who executed the foregoing instrument and who (did/did not) take an oath; and I acknowledged before me that they executed the same.

I have witnessed my hand and official seal in the County and State last aforesaid, this 3rd day of April, A.D.

Anne L. Forton
NOTARY PUBLIC Anne L. Forton
STATE OF Michigan

Commission expires:
9-6-06

ANNE L. FORTON
NOTARY PUBLIC - MICHIGAN
MEMOMINEE COUNTY

Prepared by and return to:

Gary L. Davis, Esq.
Davis Marlowe Martens Dunaj & Marlowe
8726 Old County Road 54
Suite E
New Port Richey, FL, 34653
Telephone: (727) 376-3330
File Number: G1-3443

[Space Above This Line For Recording data]

LICENSE GRANT

THIS License Grant was entered into this 28th day of September, 2001, by and between ALICE H. MONTANO, hereinafter referred to as the "LICENSOR", and FOREST HILLS UTILITIES, INC., hereinafter referred to as the "LICENSEE".

WHEREAS, Pasco County, Florida, will consider vacation of its easement in respect to the below-described real property at a duly convened meeting of the Board of County Commissioners of Pasco County, Florida; and,

WHEREAS, said vacation of said easement is subject to the condition that the LICENSOR would:

1. Execute and deliver this License Grant to the LICENSEE in duly recordable form;
and,
2. Include a provision herein which indemnifies and saves the licensee harmless from any liability for damage to the LICENSOR'S home, home addition, or any other home improvement which is located within the area of the vacated easement arising out of the LICENSEE'S maintenance, repair, or replacement of the sewer line that is located within the area of the easement that was not so vacated and which is in the proximity of said improvements.

(The WHEREAS CLAUSES set forth above are incorporated herein by reference and made part of this agreement.)

IN CONSIDERATION, THEREFORE, and for other good and valuable consideration, the LICENSOR and the LICENSEE do hereby covenant, stipulate, and agree as follows:

1. That the LICENSOR, by these presents, does hereby grant to the LICENSEE and its employees, agents, or authorized independent contractors a license to enter, occupy, and use the hereinafter described real property for the purpose of performing all necessary maintenance, repairs, or replacement of the sewer line, and for all incidental purposes thereto, that is located within the proximity of the hereinafter described real property:

LOT 1585, less the Easterly 2 feet of Lot 1585, FOREST HILLS, UNIT NO. 25, according to the plat there of as recorded in Plat Book 11, Page 60 of the Public Records of Pasco County, Florida.

(EXHIBIT A , ATTACHED AND INCORPORATED BY REFERENCE)

2. That the terms of this license will authorize the purpose of the maintenance, repair, and/or replacement of the aforementioned sewer line, as described in Provision No. 1 of this License Grant, without liability, therefore, to the LICENSOR, or his or her heirs, grantees, successors, or assigns, and the LICENSOR does hereby agree to indemnify and save the LICENSEE harmless from any such liability that may ensue due to damage that may be sustained to the LICENSOR'S home, home addition, or any other improvement which is located within the area of the hereinabove described property, arising out of the LICENSEE'S maintenance, repair, or replacement of said sewer line that is located within the area of the

easement that was not vacated by the LICENSEE and which is in the proximity of said improvements.

3. That this License Grant, upon execution hereof, shall be recorded in the Official Records of Pasco County, Florida; shall be binding upon the heirs, grantees, successors and assigns of the LICENSOR; and shall be perpetual and considered as a covenant running with the land in respect to the above-described real property.

IN TESTIMONY WHEREOF, the parties have hereto affixed their hands and seals this 28th day of September, 2001.

LICENSOR:

WITNESS

(PRINT NAME)

WITNESS

(PRINT NAME)

ALICE H. MONTANO

LICENSEE:

FOREST HILLS UTILITIES, INC.

By: *Robert J. Duke*, Title

Lynn Davis
WITNESS

LYNN DAVIS
(PRINT NAME)

Tanya L. Spencer
WITNESS

Tanya L. Spencer
(PRINT NAME)

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this _____ day of September, 2001, by ALICE H. MONTANO., who is personally known to me or who has produced _____ as identification.

Notary Signature

Name of Notary Printed

STATE OF FLORIDA)
COUNTY OF PASCO)

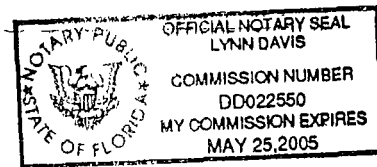
The foregoing instrument was acknowledged before me this 28th day of September, 2001, by Robert L. Ducker, as President (title) of FOREST HILLS UTILITES, INC., a Florida Corporation, on behalf of the Corporation. He/She is personally known to me or has produced PERSONALLY KNOWN as identification.

Lynn Davis

Notary Signature

LYNN DAVIS

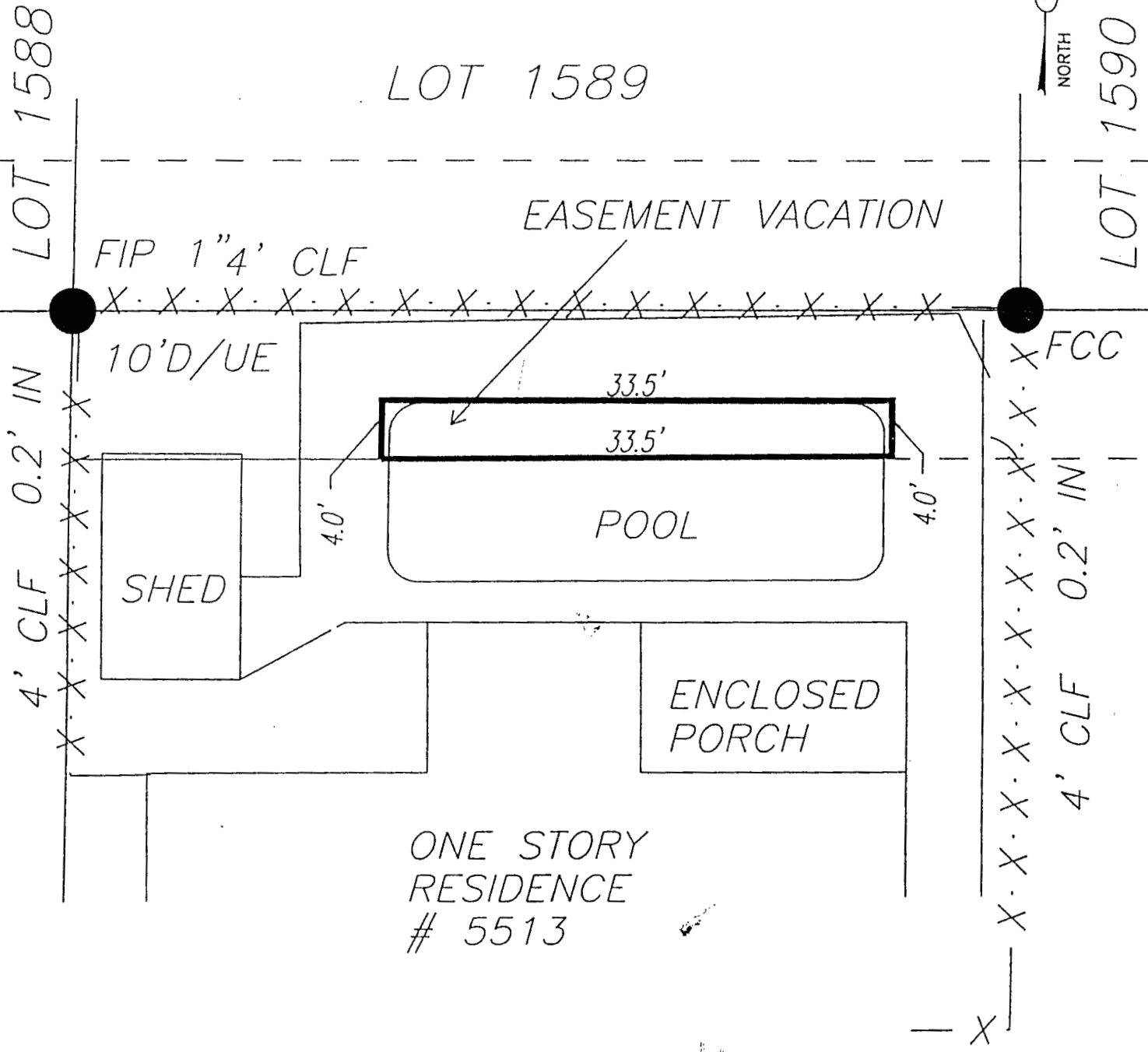
Name of Notary Printed



ETCH OF EASEMENT VACATION

ADDRESS: 5513 RIDDLE ROAD
HOLIDAY, FLORIDA

LOT 1589



ONE STORY
RESIDENCE
5513

LEGAL DESCRIPTION

VACATION OF EASEMENT ON LOT 1586, FOREST HILLS UNIT 25, AS RECORDED IN PLAT BOOK 11, PAGE 60, ACCORDING TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
THE EAST 33.5 FEET OF THE WEST 54 FEET OF THE SOUTH 4 FEET OF THE NORTH 10 FEET OF SAID LOT 1586.

This survey was conducted without the benefit of an abstract of title, therefore, there may be other

ND

A = ARC
BM = BENCH MARK
BRG = BEARING
C = CURVE
CALC = CALCULATED
CB = CATCH BASIN

DE = DRAINAGE EASEMENT
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WATER
FCC = FOUND CROSS CUT
FCM = FOUND CONCRETE MOUNDMENT
FH = FIRE HYDRANT

MH = MANHOLE
OHP = OVERHEAD POWER LINE
P = PLAT
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PP = POWER POLE

AGREEMENT

WHEREAS, FOREST HILLS UTILITY, INC., a Florida corporation, hereinafter referred to as Utility, has a water and sewer system serving areas in Southwest Pasco County, Florida, and

WHEREAS, MICHAEL L. PAPPAS, individually and as Trustee, owns the property which is known as PAPPAS PLAZA SHOPPING CENTER, and contiguous properties, who is hereinafter referred to as Owner, and

WHEREAS, the Owner has a water and sewer system serving said Pappas Plaza Shopping Center, and

WHEREAS, the parties have heretofore agreed to have the Utility take over the Owner's said water and sewer system serving said Pappas Plaza and connect same with the Utility's system and the Utility shall serve all present and future tenants in said shopping center as well as the Owner or other tenants on contiguous properties of the Owner, and the Utility shall charge such rates as are approved by the Public Service Commission, and

WHEREAS, the parties have agreed that the Utility shall be granted easements for maintaining, replacing and repairing the laterals and facilities necessary to service the Owner's property with water and sewer service in the future, and

WHEREAS, the parties have agreed as to the amount that the Owner will pay to the Utility for assuming the responsibility of this service, and

WHEREAS, the Utility has heretofore undertaken to service said property, the parties are desirous of reducing their agreement to writing.

NOW, THEREFORE, in consideration of the Owner paying the Utility \$10,000.00 on the execution hereof, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Owner hereby conveys to the Utility all of the water and sewer laterals, lift stations, manhole, water pump and other appurtenances which he has in the Pappas Plaza sewer and water system.

DELZER, EDWARDS
& MARTIN
ATTORNEYS AT LAW
P. O. BOX 275
JRT RICHEY, FLORIDA
33568

2. The Utility shall remove the sewer plant and sewer tanks and thereafter shall fill and level the area of the polishing pond and hole left by removal of said tanks and shall fill and level to the parking level grade. The Utility shall have the option of either removing the lift station or using same.

3. Upon the Utility completing the work provided for in Paragraph 2 hereof, the Owner shall then pay the Utility an additional \$2,900.00, the total payments of \$12,900.00 shall constitute the payment to the Utility by the Owner for continued water and sewer service to the Pappas Plaza Shopping Center and any expansion thereof and to any and other contiguous properties in which the Owner may have an interest.

4. The Utility shall charge such rates for its water and sewer service to the Owner's said property, which rates are approved by the Public Service Commission and the Utility will commence billing and collecting from the tenants as of November 1, 1973, which billing would be for the month of October, and any amounts owed by tenants for service prior to October 1, 1973, the right to collect same shall remain in the Owner.

5. The Owner hereby agrees to convey to the Utility the necessary easements for maintaining, repairing, replacing, etc. the said water and sewer facilities on the Owner's property.

6. The parties hereby agree and acknowledge that an existing sewer line which the Utility has installed in the Southern portion of the Pappas Plaza Shopping Center and may in the future become necessary to remove same and replace it nearer the Easterly boundary of the Owner's property for the reason that the Owner contemplates constructing an addition to its said shopping center which construction would extend over the said existing sewer lateral and in the event that said line must be removed due to said future expansions then in such event the Owner will be responsible for the cost of same and will reimburse the Utility for any actual costs and expenses involved in replacing or removing same.

ZER, EDWARDS
& MARTIN
ATTORNEYS AT LAW
P. O. BOX 275
RICHEY, FLORIDA
33568

7. The Owner hereby grants to the Utility the exclusive right to provide water and sewer service to the Owner's said property and the Utility agrees to provide adequate water and sewer service and that said service will comply with all governmental standards. The Utility will be responsible for replacing, installing, laying and/or maintaining all the necessary collection systems for the sewer and water service and to be done in such a manner so that all future expansion or development of the Owner's property will be serviced with water and sewer service so that there will be no delays in construction or development.

8. It is further understood and agreed that all the water and sewer lines and laterals and appurtenances shall remain the sole property of the Utility.

9. It is further understood and agreed that the Utility shall provide adequate water and sewer service so that there is adequate potable water and adequate sewer service at all times except for interruptions due to acts of God or events which are beyond the control of the Utility, then only for such reasonable periods of time as are reasonably necessary to restore adequate service.

10. The Utility agrees that any time that it should become necessary to disturb the surface of the Owner's property whether for the purpose of repairing, maintaining or replacing equipment or materials that it shall be the Utility's responsibility to restore such area to the same condition that existed prior to any such excavation and disturbance, and in the event that any such area shall be paved, the Utility shall likewise be responsible for replacing any paving removed and restore it to its prior condition.

11. This agreement shall be binding on the assigns, heirs and representatives of the parties hereto.

ELZER, EDWARDS
& MARTIN
ATTORNEYS AT LAW
P. O. BOX 275
T. RICHEY, FLORIDA
33568

WITNESSETH:

Edw. L. Robinson

Wanda Traylor

FOREST HILLS UTILITY, INC.

By: Robert L. Dreher
Robert L. Dreher, President

Attest: James Dreher
James Dreher, Secretary

CORPORATE SEAL:

WITNESSETH:

Anthony M. H. Miller

Michael L. Pappas
Michael L. Pappas

James J. Pappas

ELZER, EDWARDS
& MARTIN
ATTORNEYS AT LAW
P. O. BOX 275
ORICHEY, FLORIDA
33568

LICENSE GRANT

THIS License Grant was entered into this 2nd day of April, 2002, by and between James or Carolyn Horton, Sr. , hereinafter referred to as the "LICENSOR", and Forest Hills Utilities, Inc. hereinafter referred to as the "LICENSEE".

WHEREAS, the LICENSEE vacated its easement in respect to the below described real property at a duly convened meeting of the Board of County Commissioners of Pasco County, Florida, that was held on _____, 2002, at the Pasco County Government Center, 7530 Little Road, New Port Richey, Florida; and,

WHEREAS, the LICENSEE vacated said easement subject to the condition that the LICENSOR would:

1. Execute and deliver this License Grant to the LICENSEE in duly recordable form; and,
2. Include a provision herein which indemnify and save the LICENSEE harmless from any liability for damage to LICENSOR'S home, home addition, or any other improvement which is located within the area of the vacated easement arising out of the LICENSEE'S maintenance, repair, or replacement of utility lines that is located within the area of the easement that was not so vacated and which is in the proximity of said improvements.

(THE WHEREAS CLAUSES set forth above are incorporated

herein by reference and made a part of this agreement).

IN CONSIDERATION, THEREFORE, and for other good and valuable consideration, the LICENSOR and the LICENSEE do hereby covenant, stipulate, and agree as follows:

1. That the LICENSOR, by these presents, does hereby grant to the LICENSEE and its employees, agents, or authorized independent contractors a license to enter, occupy, and use the hereinafter described real property for the purpose of performing all necessary maintenance, repairs, or replacement of utility lines , and for all incidental purposes thereto, that is located within the proximity of the hereinafter described real property:

Lot 1147, Forest Hills Unit 20, PB 10, Pg 51

SEE EXHIBIT "A" ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF

2. That the terms of this license will authorize the purpose of the maintenance, repair, and/or replacement of the aforementioned utility lines , as described in Provision No. 1 of this License Grant, without liability, therefore, to the LICENSOR, or his or her heirs, grantees, successors, or assigns, and the LICENSOR does hereby agree to indemnify and save the LICENSEE harmless from any such liability that may ensue due to damage that may be sustained to the LICENSOR'S home, home addition, or any other improvement which is located within the area of the hereinabove described property, arising out of the LICENSEE'S maintenance, repair, or replacement of utility lines , that is located within the area of the easement that was not vacated by the LICENSEE and which is in the proximity of said improvements.

3. That this License Grant, upon execution hereof, shall be recorded on the Official Records of Pasco County, Florida; shall be binding upon the heirs, grantees, successors and assigns of the LICENSORS; and shall be perpetual and considered as a covenant running with the land in respect to the above described real property.

IN TESTIMONY WHEREOF, the parties have hereunto affixed their hands and seals this 2nd day of April, 2002.

WITNESSES:

Print Name: Tanja Spencer

Print Name: Lynn Davis

WITNESS

Print Name: Tanja Spencer

Print Name: Lynn Davis

LICENSOR:

James F. Horton Sr.
Print Name: James F. Horton, Sr.

Carolyn Horton
Print Name: Carolyn Horton

LICENSEE:

FOREST HILLS UTILITIES, INC.
1518 US HWY. 19, HOLIDAY, FL 34691

BY: Robert L. Dreher
Robert L. Dreher, President

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: _____
ATTORNEY

STATE OF Florida
COUNTY OF Pasco

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James F. Horton, Sr. and Carolyn Horton (who has produced _____ as identification) or (known personally to me) to be the persons described in and who executed the foregoing instrument and who (did/did not) take an oath; and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of April, A.D. 2002.

NOTARY PUBLIC

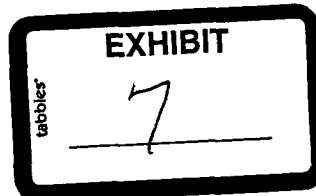
STATE OF Florida

My Commission expires:
(SEAL)

EXHIBIT 7

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

THERE ARE NO NEW DEVELOPER'S AGREEMENT



HARTMAN & ASSOCIATES, INC.

engineers, hydrogeologists, surveyors & management consultants

PRINCIPALS:

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

SENIOR ASSOCIATES:

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

July 31, 2002

HAI #01.0040.003

File 16.2

ASSOCIATES

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

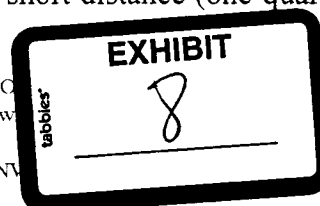
Mr. Douglas Bramlett
Pasco County Utility Services
7530 Little Road
Suite 205
New Port Richey, FL 34654

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

Dear Mr. Bramlett:

On July 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:

- The DaPonte Mini Mart, a Leaky Underground Storage Tank (LUST) facility, is considered a recognized environmental condition to Wells Nos. 5, 6, and 10 based on receiving a high facility cleanup score of 74, and based on the short distance (one-quarter mile or less) between these potable community wells and the facility;
- The Majik Mart LUST facility is considered a recognized environmental condition to Wells Nos. 5 and 6 based on receiving a high facility cleanup score of 74, and based on the short distance (approximately one-quarter mile or less) between these potable community wells and the facility;
- The Mobil Oil Corporation LUST site (facility cleanup score of 75), the Shell Oil Company LUST site (facility cleanup score of 100), the BP Amoco LUST site (facility cleanup score of 80), and the Steve Kyriakou Reality LUST site (facility cleanup score of 80), are all considered recognized environmental conditions to Well No. 8 based on receiving high cleanup scores as noted, and based on the short distance (one-quarter mile



or less) between the facilities and the potable community well;

- The Gator Body Shop facility is located approximately 150 feet northeast and upgradient of Well No. 1. This facility is also listed as a Facility Index Systems (FINDS) site. Based on the close proximity to the potable community Well No. 1, and based on the listing as a potential source of contamination, the presence of this facility is considered a recognized environmental condition to the subject property;
- A Comprehensive Environmental Response, Compensation, and Liability Act Index System (CERCLIS) site, The Tarpon Tool Corporation, is located less than one-quarter mile north of Well No. 8 along the east side of US. Highway 19. Based on this information, the presence and nature of this facility is considered a recognized environmental condition to the Well No. 8 site;
- Based on the known uses (Suburban Propane) and unknown past uses of the south adjoining property to Well No. 10, and based on the current presence of storage tanks and 55-gallon drums onsite, this adjoining property is considered a recognized environmental condition to Well No. 10;
- Well No. 11 is located within the parking lot of a warehouse facility occupied by John Smith Plumbing, Inc. and Rudy's Auto Service. No public records were located at the time of this assessment relating to Rudy's Auto Service. However, the presence of an automobile service facility on the adjoining property (within 200 feet of the potable well) is considered a recognized environmental condition to the subject property; and,
- An automobile repairing facility and an industrial park were observed on the adjoining properties to the Lift Station 'G' site and are considered recognized environmental conditions to the subject property.

Work Performed

Our Phase II Scope of Work included sampling and analysis of ground water on the subject property in the areas identified in our Phase I ESA as recognized environmental conditions.

Specifically, we performed the following activities:

- installed one (1) Geoprobe® push sample well (TMW-1) at Well No. 1 near the northeast corner of the property and collected one (1) groundwater sample for analysis of common petroleum products by EPA Method 8021 (aromatic volatile organics);
- installed one (1) Geoprobe® push sample well (TMW-5) at Well No. 5 near the northwest corner of the property and collected one (1) groundwater sample for analysis of common petroleum products by EPA Method 8021 (aromatic volatile organics);
- installed one (1) Geoprobe® push sample well (TMW-6) at Well No. 6 near the north portion of the property and collected one (1) groundwater sample for analysis of common petroleum products by EPA Method 8021(aromatic volatile organics);
- installed one (1) Geoprobe® push sample well (TMW-8) at Well No. 8 near the west corner of the property and collected one (1) groundwater sample for analysis of common petroleum and metal products by EPA Method 8021 (halogenated and aromatic volatile organics), and arsenic, cadmium, chromium, and lead;
- installed one (1) Geoprobe® push sample well (TMW-10) at Well No. 10 near the south portion of the property and collected one (1) groundwater sample for analysis of common petroleum products by EPA Method 8021(aromatic volatile organics);
- installed one (1) Geoprobe® push sample well (TMW-11) at Well No. 11 near the southeast portion of the property and collected one (1) groundwater sample for analysis of common petroleum products by EPA Method 8021(aromatic volatile organics);
- installed one (1) Geoprobe® push sample well (TMW-G) near the southeast corner of the Lift Station 'G' and collected one (1) groundwater sample for analysis of common petroleum products by EPA Method 8021(aromatic volatile organics); 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

Seven (7) temporary Geoprobe® push sample wells were installed by JAEE Environmental Services, Inc. (Geoprobe® contractor) for the purpose of sampling ground water at the recognized environmental condition areas on the subject properties. The ground water sample locations are shown on Figures 1 through 7. Geoprobe® is a brand name of machinery that is hydraulically powered using both static force and percussion to advance sampling and logging tools into the subsurface.

Groundwater samples were collected from these seven (7) areas by HAI personnel and transported to Environmental Conservation Laboratories (ENCO) in Orlando, Florida, for analysis. All arsenic and metals 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.

Based on the recognized environmental conditions identified by HAI in our Phase I ESA, it is our recommendation that Well No.'s 1, 5, 6, 10, and 11, be sampled for the volatile organics in addition to the surficial groundwater sampling and analysis conducted for this investigation. It is our recommendation that increased monitoring of the volatile organics should be initiated at these wells on a yearly basis instead of the current 3-year cycle as required under 62-550 F.A.C. Well No. 8, because of its close proximity to leaking gasoline stations, should be monitored for volatile organics on a quarterly basis at least until cleanup activities at the nearby LUST sites are completed.

Mr. Douglas Bramlett
July 31, 2002
Page 5

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 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

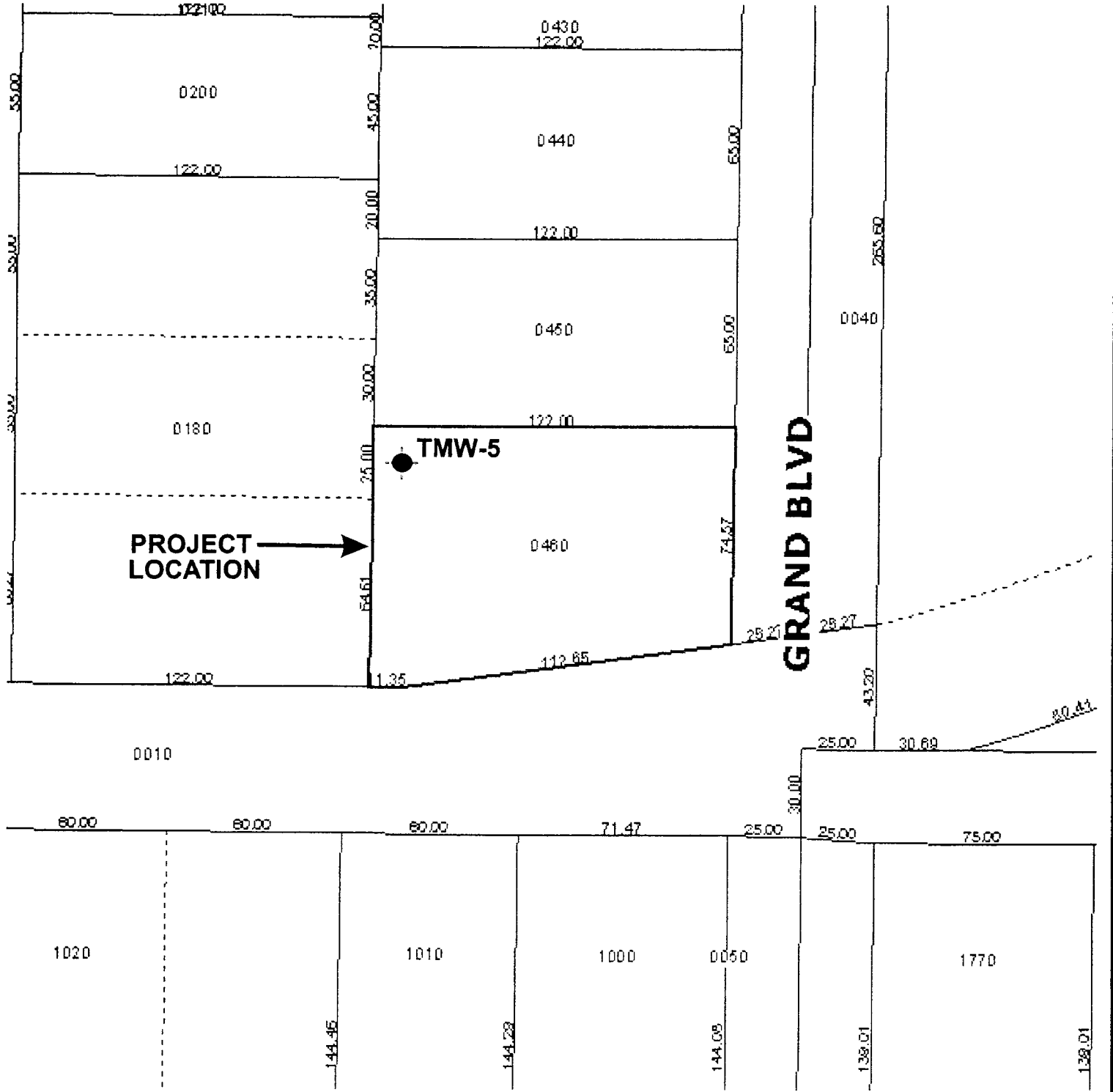
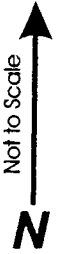
Attachments

FJG/sma/01-040.03/forest hills/corresp/
Bramlett.fjg.doc

FIGURES

LEGEND

TMW-5 - GEOPROBE GROUNDWATER SAMPLE LOCATION, 7/18/02



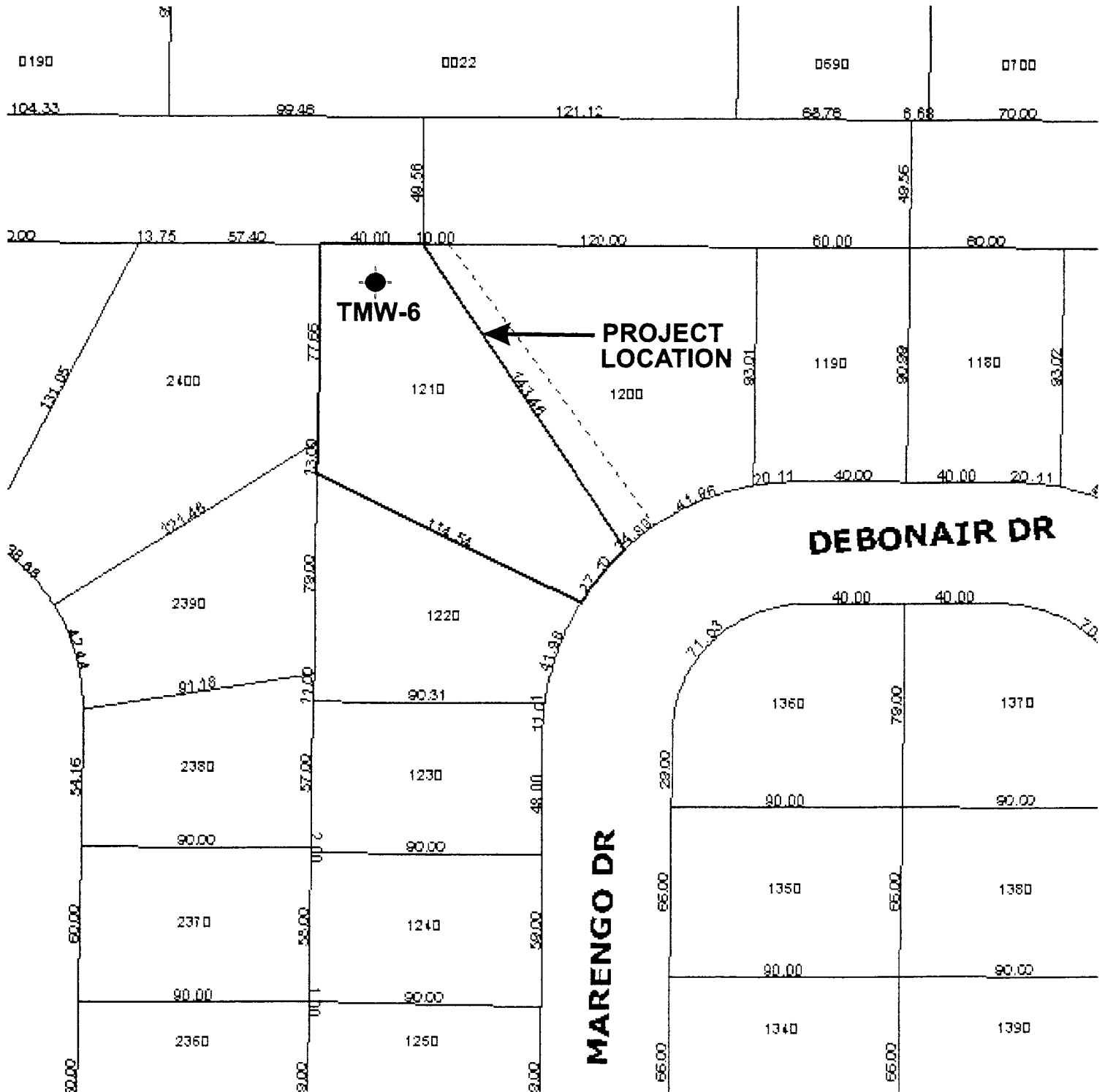
HARTMAN & ASSOCIATES, INC.
 engineers, hydrogeologists, surveyors & management consultants
 201 EAST PINE STREET · SUITE 1000 · ORLANDO, FL 32801
 TELEPHONE (407) 839-3955 · FAX (407) 839-3790

GROUNDWATER SAMPLE LOCATION MAP
WELL No. 5
FOREST HILLS UTILITIES, INC.
PASCO COUNTY, FLORIDA

FIGURE
2

LEGEND

TMW-6 - GEOPROBE GROUNDWATER SAMPLE LOCATION, 7/18/02



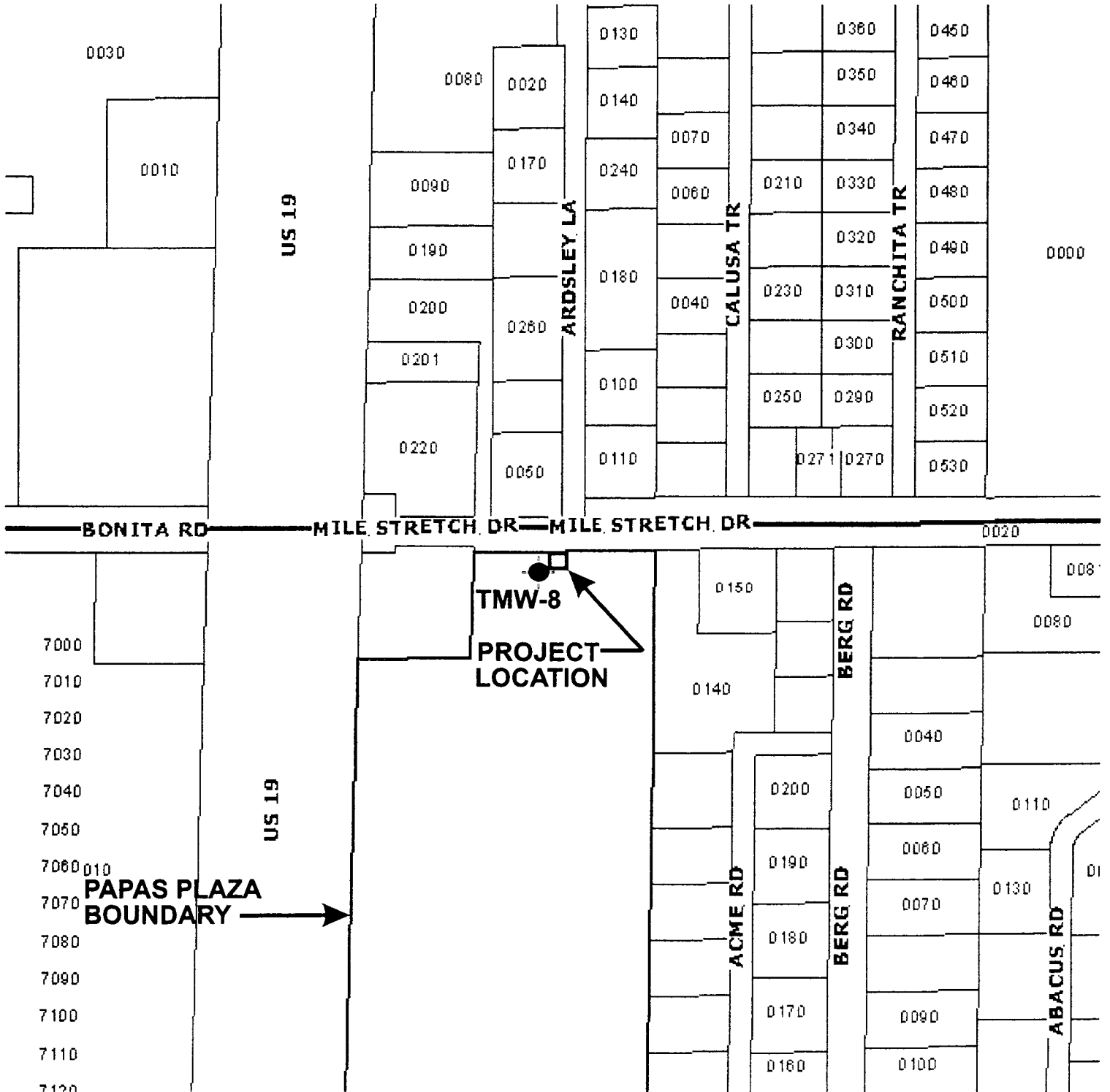
HARTMAN & ASSOCIATES, INC.
 engineers, hydrogeologists, surveyors & management consultants
 201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801
 TELEPHONE (407) 839-3955 - FAX (407) 839-3790

GROUNDWATER SAMPLE LOCATION MAP
WELL No. 6
FOREST HILLS UTILITIES, INC.
PASCO COUNTY, FLORIDA

FIGURE
3

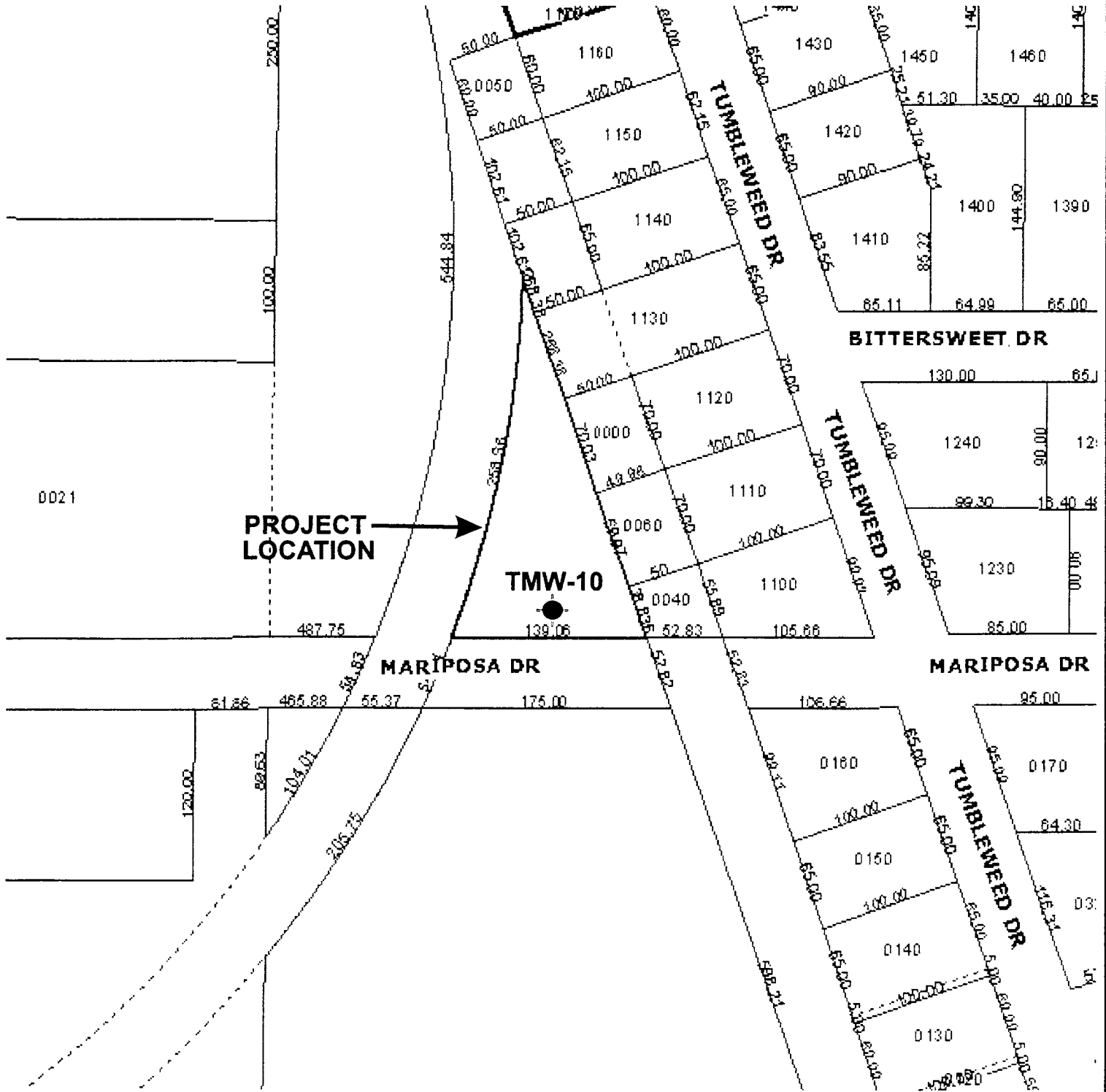
LEGEND

TMW-8 - GEOPROBE GROUNDWATER SAMPLE LOCATION, 7/18/02



LEGEND

TMW-10 - GEOPROBE GROUNDWATER SAMPLE LOCATION, 7/18/02



HARTMAN & ASSOCIATES, INC.
engineers, hydrogeologists, surveyors & management consultants

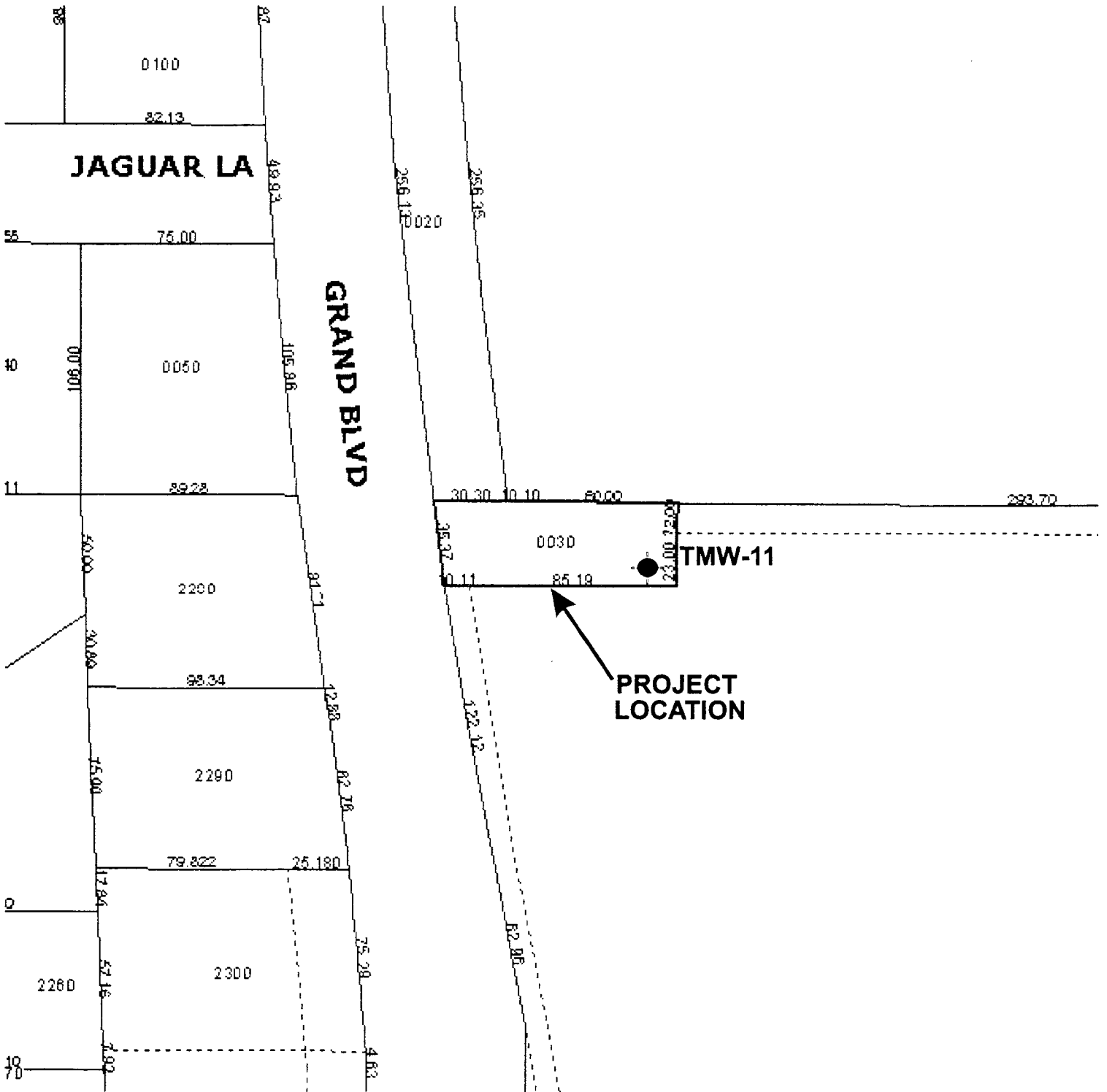
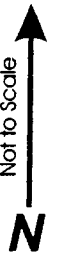
201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801
TELEPHONE (407) 839-3955 - FAX (407) 839-3790

GROUNDWATER SAMPLE LOCATION MAP
WELL No. 10
FOREST HILLS UTILITIES, INC.
PASCO COUNTY, FLORIDA

FIGURE
5

LEGEND

TMW-11 - GEOPROBE GROUNDWATER SAMPLE LOCATION, 7/18/02



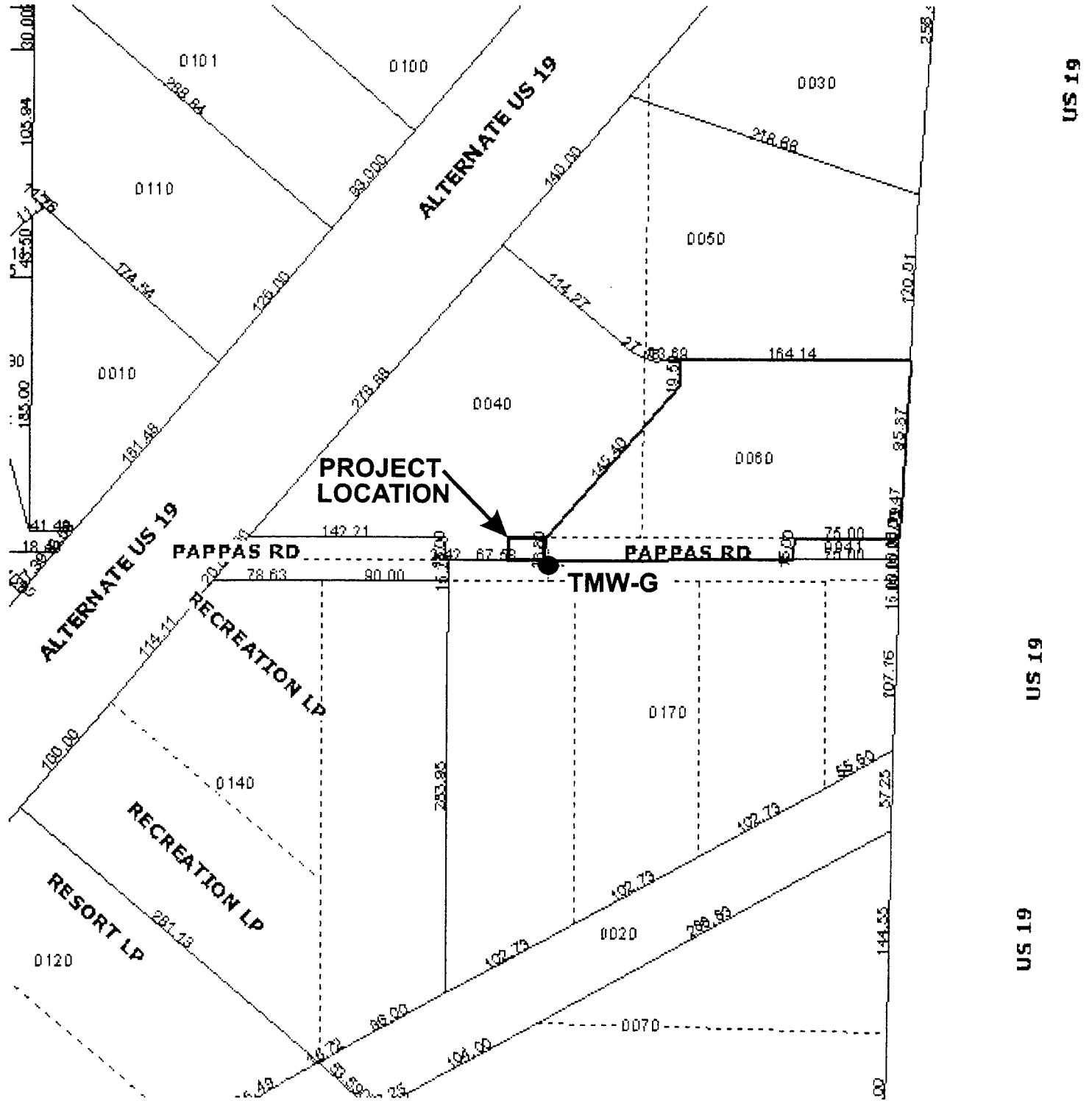
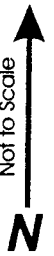
HARTMAN & ASSOCIATES, INC.
 engineers, hydrogeologists, surveyors & management consultants
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 TELEPHONE (407) 839-3955 - FAX (407) 839-3790

GROUNDWATER SAMPLE LOCATION MAP
WELL No. 11
FOREST HILLS UTILITIES, INC.
PASCO COUNTY, FLORIDA

FIGURE
6

LEGEND

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

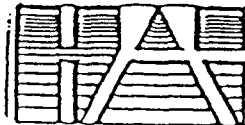
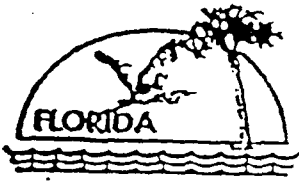


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GROUNDWATER SAMPLE LOCATION MAP
LIFT STATION 'G'
FOREST HILLS UTILITIES, INC.
PASCO COUNTY, FLORIDA

FIGURE
7

APPENDIX A



HARTMAN & ASSOCIATES, INC

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Water Sampling Log

FDEP FACILITY NO.:	WELL NO.: TMW-1	SAMPLE ID: TMW-1	DATE: 7/18/02
SITE NAME: Pasco Co.		SITE LOCATION: Holiday PL Well # site	

PURGE DATA

WELL DIAMETER (in): Geoprobe	TOTAL WELL DEPTH (ft):	DEPTH TO WATER (ft):	WELL CAPACITY (gal):
------------------------------	------------------------	----------------------	----------------------

WELL VOLUME (gal) = (TOTAL WELL DEPTH - DEPTH TO WATER) x WELL CAPACITY =
 () x () =

PURGE METHOD: Peristaltic Pump					PURGING INITIATED AT:		PURGING ENDED AT:			
WELL VOLS. PURGED	CUMUL. VOLUME PURGED (gal)	pH	TEMP. (°C)	COND. (µmhos)	PURGE RATE (rpm):	TURBIDITY (NTU)	DO (%)	TOTAL VOLUME PURGED (gal):	ODOR	COLOR
									None	light tan

SAMPLING DATA

SAMPLED BY / AFFILIATION: WJB / HAI	SAMPLER(S) SIGNATURE(S): <i>WJB</i>
SAMPLING METHOD(S): Poly tubing	SAMPLING INITIATED AT: 1105
FIELD DECONTAMINATION: <input checked="" type="checkbox"/> N	FIELD-FILTERED: <input checked="" type="checkbox"/> Y
DUPLICATE: <input checked="" type="checkbox"/> Y	

SAMPLE CONTAINER SPECIFICATIONS			SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD
NO.	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOLUME ADDED IN FIELD (ml)	FINAL pH	
2	CG	40 ml	HCL	None	-	8021 / AROM

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

1" - 0.041



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Water Sampling Log

FDEP FACILITY NO.:	WELL NO.: <u>TMW-5</u>	SAMPLE ID: <u>TMW-5</u>	DATE: <u>7/18/02</u>
SITE NAME: <u>Pasco Co.</u>		SITE LOCATION: <u>Holiday, FL</u> <u>Well #5 site</u>	

PURGE DATA

WELL DIAMETER (in) <u>Geo probe</u>	TOTAL WELL DEPTH (ft): <u>~17'</u>	DEPTH TO WATER (ft): <u>~10'</u>	WELL CAPACITY (gal):
I WELL VOLUME (gal) = (TOTAL WELL DEPTH - DEPTH TO WATER) x WELL CAPACITY =			

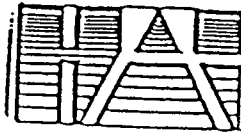
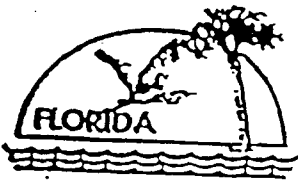
PURGE METHOD:					PURGING INITIATED AT:		PURGING ENDED AT:		
WELL VOLS. PURGED	CUMUL. VOLUME PURGED (gal)	pH	TEMP. (°C)	COND. (µmhos)	PURGE RATE (gpm):	TURBIDITY (NTU)	DO (%)	ODOR	COLOR
								<u>None</u>	<u>Mostly clear</u>

SAMPLING DATA

SAMPLED BY / AFFILIATION: <u>WJB / HAI</u>				SAMPLER(S) SIGNATURE(S): <u>Willy Rankin</u>		
SAMPLING METHOD(S): <u>poly tubing / Geo probe</u>				SAMPLING INITIATED AT:		SAMPLING ENDED AT: <u>1025</u>
FIELD DECONTAMINATION: <input checked="" type="radio"/> N			FIELD-FILTERED: <input checked="" type="radio"/> Y		DUPLICATE: <input checked="" type="radio"/> Y	
SAMPLE CONTAINER SPECIFICATIONS			SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD
NO.	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 / Arom</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



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Water Sampling Log

FDEP FACILITY NO.: _____ WELL NO.: **7MW-8** SAMPLE ID: **7MW-8** DATE: **7/18/02**
 SITE NAME: **Pasco Co.** SITE LOCATION: **Holbrook, FL well # 8 site**

PURGE DATA

WELL DIAMETER (in): **1"** TOTAL WELL DEPTH (ft): **15'** DEPTH TO WATER (ft): **10.61'** WELL CAPACITY (gal): **4.39**
 1 WELL VOLUME (gal) = (TOTAL WELL DEPTH - DEPTH TO WATER) x WELL CAPACITY = $5 \text{ vols} = .89 \text{ gals}$

PURGE METHOD: Peristaltic Pump		PURGING INITIATED AT: 0915		PURGING ENDED AT:				
WELL VOLS PURGED	CUMUL VOLUME PURGED (gal)	TEMP. (°C)	COND. (umhos)	TURBIDITY (NTU)	DO (%)	TOTAL VOLUME PURGED (gal): ~.89 gal	ODOR	COLOR
5 vols							None	Tan

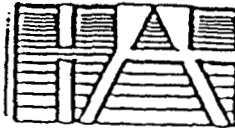
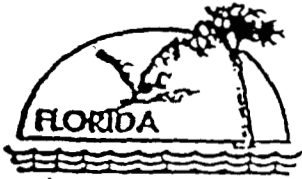
SAMPLING DATA

SAMPLED BY/ AFFILIATION: **WJB/ HAI** SAMPLER(S) SIGNATURE(S): **Will A. B...**
 SAMPLING METHOD(S): **poly tubing** SAMPLING INITIATED AT: **0925** SAMPLING ENDED AT: **0925**

FIELD DECONTAMINATION: (1) R		FIELD-FILTERED: (1) N		DUPLICATE: Y (1)		
SAMPLE CONTAINER SPECIFICATIONS			SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD
NO.	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOLUME ADDED IN FIELD (ml)	FINAL pH	
2	CG	40ml	HCl	None	-	8021/AROM/HALO AS, CO, CR, PB (Fi) + v (ca)
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/m; 2" = 0.16 gal/m; 4" = 0.65 gal/m; 6" = 1.47 gal/m; 8" = 2.61 gal/m; 12" = 5.88 gal/m

Turbidity high; field filtered using a 1 micron inline filter



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Water Sampling Log

FDEP FACILITY NO.: _____ WELL NO.: TMW-10 SAMPLE ID: TMW-10 DATE: 7/18/02
 SITE NAME: Pasco Co. SITE LOCATION: Holiday, FL
Well # 10 site

PURGE DATA

WELL DIAMETER (in): Geoprobe TOTAL WELL DEPTH (ft): _____ DEPTH TO WATER (ft): _____ WELL CAPACITY (gal): _____
 1 WELL VOLUME (gal) = (TOTAL WELL DEPTH - DEPTH TO WATER) x WELL CAPACITY = _____

PURGE METHOD: <u>Peristaltic Pump</u>					PURGING INITIATED AT:		PURGING ENDED AT:	
WELL VOLS PURGED	CUMUL VOLUME PURGED (gal)	pH	TEMP. (°C)	COND. (µmhos)	PURGE RATE (gpm):	TURBIDITY (NTU)	DO (%)	TOTAL VOLUME PURGED (gal):
								ODOR: <u>None</u>
								COLOR: <u>TAN</u>

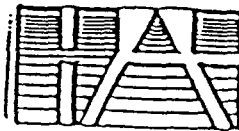
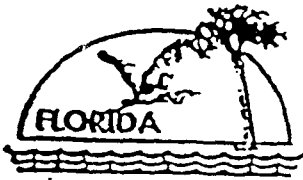
SAMPLING DATA

SAMPLED BY / AFFILIATION: WJB/HAI SAMPLER(S) SIGNATURE(S): WJB
 SAMPLING METHOD(S): Tubing SAMPLING INITIATED AT: _____ SAMPLING ENDED AT: 0950

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

SAMPLE CONTAINER SPECIFICATIONS			SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD
NO.	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 / AROM</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



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Water Sampling Log

FDEP FACILITY NO.: _____ WELL NO.: TMW-11 | SAMPLE ID: TMW-11 | DATE: 2/19/02
 SITE NAME: Pasco Co. | SITE LOCATION: Holiday, FL
(Well # 11 site)

PURGE DATA

WELL DIAMETER (in): Geoprobe | TOTAL WELL DEPTH (ft): _____ | DEPTH TO WATER (ft): _____ | WELL CAPACITY (gal): _____
 1 WELL VOLUME (gal) = (TOTAL WELL DEPTH - DEPTH TO WATER) x WELL CAPACITY = _____

PURGE METHOD: <u>Peristaltic Pump</u>					PURGING INITIATED AT:		PURGING ENDED AT:	
WELL VOLS. PURGED	CUMUL. VOLUME PURGED (gal)	pH	TEMP. (°C)	COND. (µmhos)	PURGE RATE (gpm):		TOTAL VOLUME PURGED (gal):	
					TURBIDITY (NTU)	DO (%)	ODOR	COLOR

SAMPLING DATA

SAMPLED BY / AFFILIATION: WJB / HAI | SAMPLER(S) SIGNATURE(S): WJB
 SAMPLING METHOD(S): poly tubing | SAMPLING INITIATED AT: _____ | SAMPLING ENDED AT: 1140

SAMPLE CONTAINER SPECIFICATIONS			SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD
NO.	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOLUME ADDED IN FIELD (ml)	FINAL pH	
<u>2</u>	<u>CG</u>	<u>40 ml</u>	<u>HCL</u>	<u>None</u>	<u>-</u>	<u>8021/Arom</u>

REMARKS: _____
 MATERIAL CODES: AG - AMBER GLASS; CG - CLEAR GLASS; HDPE - 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

APPENDIX B

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	

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 8081 -

ORGANOCHLORINE PESTICIDES

	<u>TMW-2</u>	<u>TMW-MS</u>	<u>Units</u>
alpha-BHC	0.050 U	0.050 U	ug/L
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	0.10 U	0.10 U	ug/L
Endrin Ketone	0.050 U	0.050 U	ug/L
Chlordane (Total)	1.0 U	1.0 U	ug/L
Toxaphene	2.0 U	2.0 U	ug/L
Isodrin	0.10 U	0.10 U	ug/L
Mirex	0.10 U	0.10 U	ug/L

Surrogate:

	<u>% RECOV</u>	<u>% RECOV</u>	<u>LIMITS</u>
2,4,5,6-TCMX	98	80	19-151
DBC	55	71	25-177
Date Prepared	07/22/02	07/22/02	
Date Analyzed	07/25/02 01:29	07/25/02 01:45	

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

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

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:

Bromofluorobenzene
 Date Analyzed

% RECOV

88

07/24/02 19:47

LIMITS

54-151

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

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	

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

PAGE 9 OF 14

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.

ENCO LABORATORIES

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

PAGE 10 OF 14

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

Surrogate:

Bromofluorobenzene
 Date Analyzed

% RECOV

82
 07/24/02 14:35

LIMITS

54-151

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

PAGE 11 OF 14

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.

ENCO LABORATORIES

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

PAGE 12 OF 14

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.

ENCO LABORATORIES

REPORT # : ORL22860

DATE REPORTED: July 30, 2002

REFERENCE : 01.0040.003

PROJECT NAME : Pasco Co. Ph II ESA

PAGE 13 OF 14

LABORATORY CERTIFICATIONS

Laboratory Certification: FDEP:960038 NELAC:E83182

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



ENVIRONMENTAL CONSERVATION LABORATORIES

4810 Executive Park Court, Suite 211
 Jacksonville, Florida 32216-6069
 Ph. (904) 296-3007 • Fax (904) 296-6210

10207 General Drive
 Orlando, Florida 32824-8529
 Ph. (407) 826-5314 • Fax (407) 850-6945

1015 Passport Way
 Cary, North Carolina 27513
 Ph. (919) 677-1669 • Fax (919) 677-9846

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 Bangle			PHONE 407-839-3755	FAX 2066	SURFACE WATER GROUND WATER WASTEWATER DRINKING WATER SOIL/SOLID/SEDIMENT NONAQUEOUS LIQUID (oil, solvents, etc.) AIR SLUDGE OTHER										8021/ROOM 8081 AS 8021/ROOM-HAD AS, CD, CR, PB				<input checked="" type="checkbox"/> STANDARD REPORT DELIVERY		<input type="checkbox"/> EXPEDITED REPORT DELIVERY (surcharge)	
CLIENT NAME Hollman & Assoc. Inc.				CLIENT PROJECT MANAGER Frank Gidycz																Date Due: _____			
CLIENT ADDRESS (CITY, STATE, ZIP) 201 E. Pine St. Suite 100, Orlando, FL 32801																							
SAMPLE					MATRIX TYPE										PRESERVATIVE				REMARKS				
STATION	DATE	TIME	GRAB	COMP.	SAMPLE IDENTIFICATION					NUMBER OF CONTAINERS SUBMITTED													
TMW-2	7/17/02	1235	X		TMW-2	X						2	1	1			(AS, field filtered)						
TMW-MS	7/18/02	1340	X		TMW-MS	X						2	1	1			(AS, field filtered)						
TMW-G	7/18/02	1155	X		TMW-G	X						2											
TMW-8	"	0925	X		TMW-8	X								2	1		(metals, field filtered)						
TMW-10	"	0950	X		TMW-10	X						2											
TMW-5	"	1025	X		TMW-5	X						2											
TMW-6	"	1050	X		TMW-6	X						2											
TMW-1	"	1105	X		TMW-1	X						2											
TMW-11	"	1140	X		TMW-11	X						2											
10																							
11																							
12																							
13																							
14																							
SAMPLE KIT PREPARED BY: ORLANDO DYE				DATE 7/17/02	TIME 15:00	RELINQUISHED BY: (SIGNATURE) Dave DeS...					DATE 7/17/02	TIME 15:20	RECEIVED BY: (SIGNATURE) William Bangle					DATE 7/17/02	TIME 0800				
RELINQUISHED BY: (SIGNATURE) William Bangle				DATE 7/17/02	TIME 0800	RECEIVED BY: (SIGNATURE) ... ENCO					DATE 7/17	TIME 5:10	RELINQUISHED BY: (SIGNATURE)					DATE	TIME				
RECEIVED BY: (SIGNATURE)				DATE	TIME	RELINQUISHED BY: (SIGNATURE)					DATE	TIME	RECEIVED BY: (SIGNATURE)					DATE	TIME				
RECEIVED FOR LABORATORY BY: (SIGNATURE)				DATE	TIME	CUSTODY INTACT	ENCO LOG NO.		REMARKS														
<input type="checkbox"/> Jacksonville <input type="checkbox"/> Orlando						<input type="checkbox"/> YES <input type="checkbox"/> NO																	

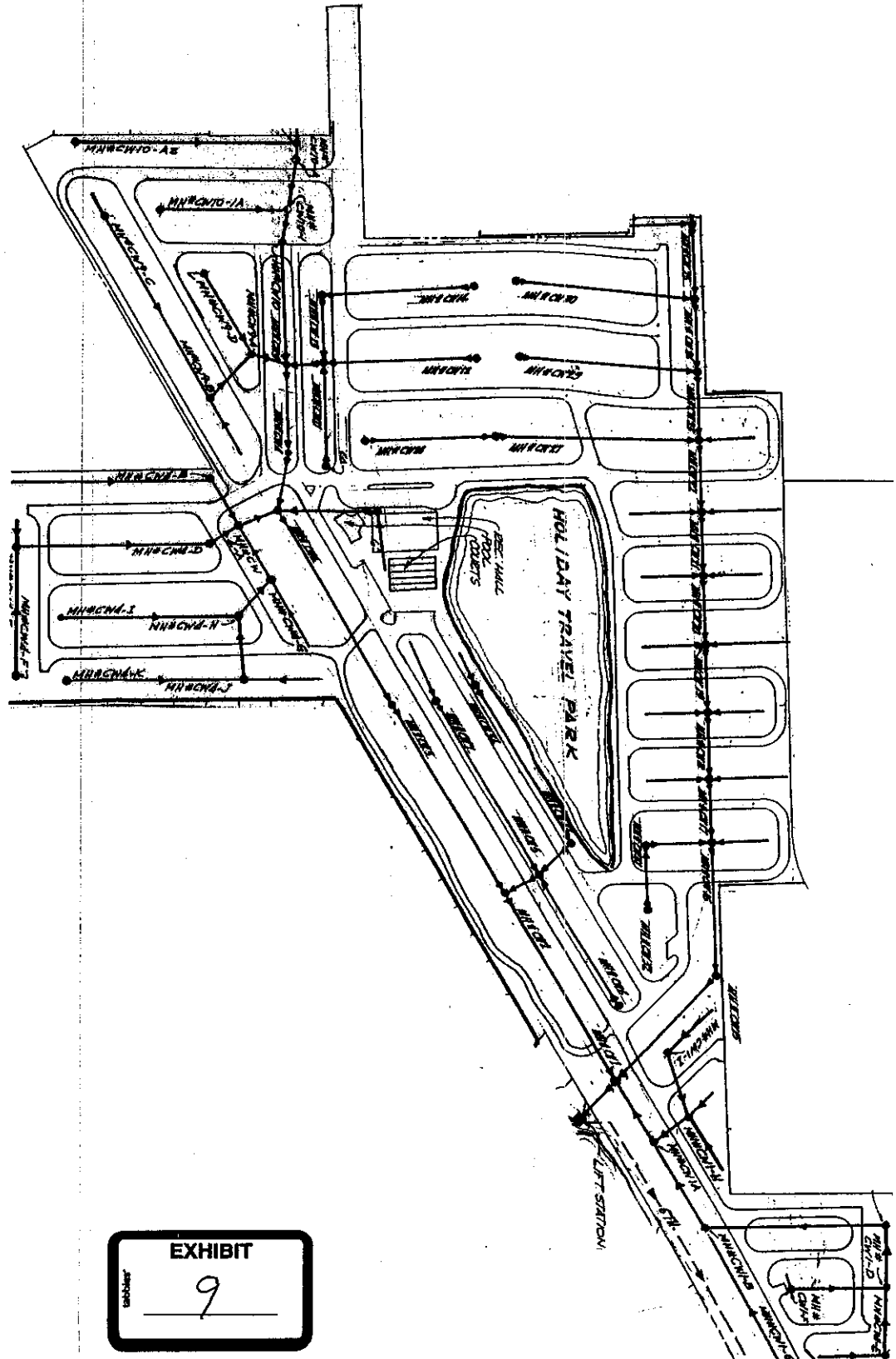
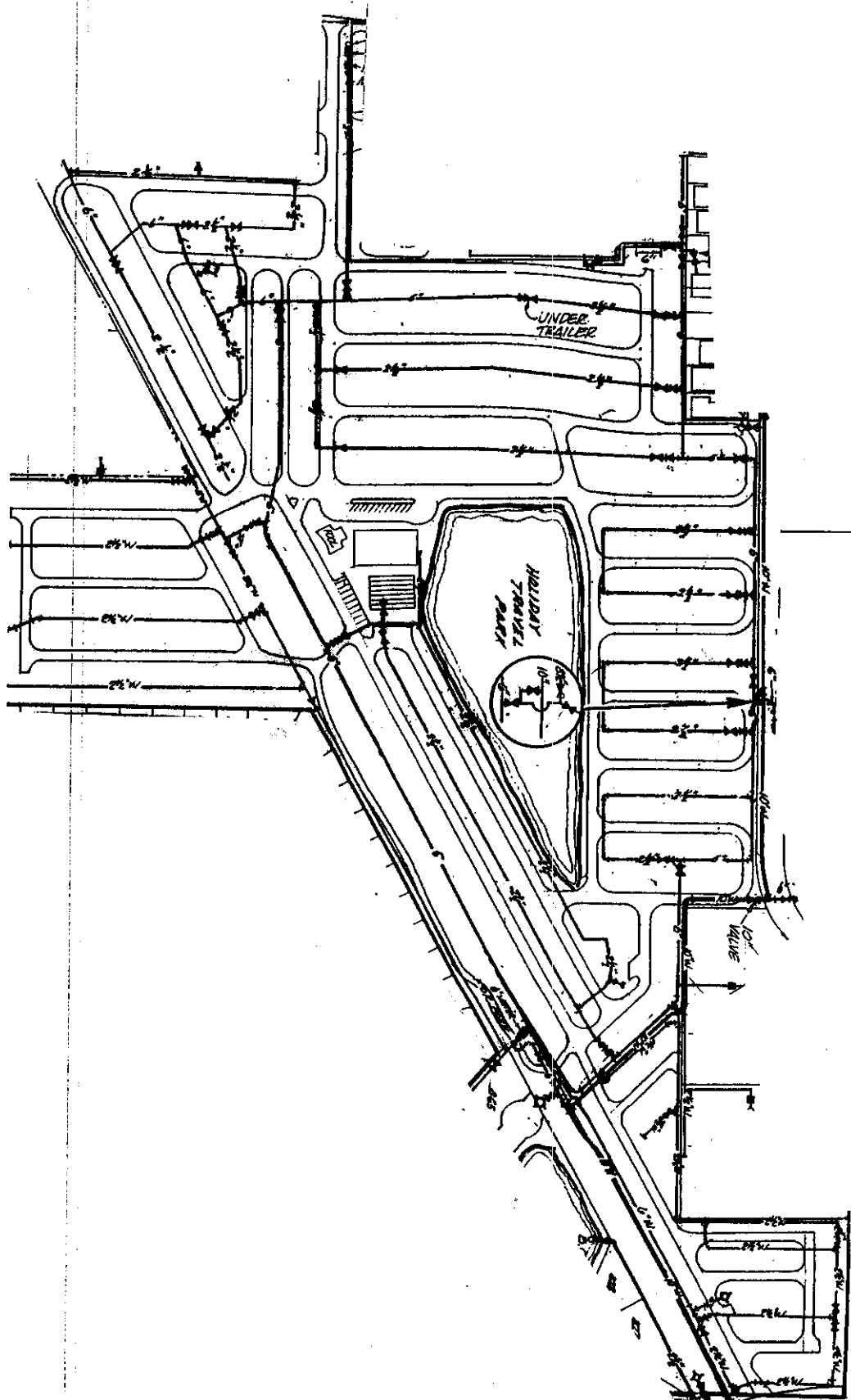


EXHIBIT
9



**WATER AND WASTEWATER SERVICE AND LICENSE
AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, 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 FOREST HILLS UTILITIES, INC, a Florida corporation, and R.L. DREHER CONSTRUCTION, INC. a Florida Corporation, and ROBERT L. DREHER, individually and d/b/a as THE HOLIDAY TRAVEL PARK, authorized to conduct business within the State of Florida, (THE HOLIDAY TRAVEL PARK shall hereinafter be referred to as the "PARK".

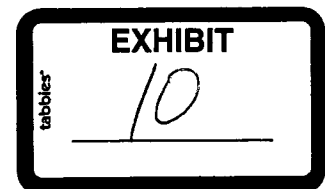
WITNESSETH:

WHEREAS, it is the intention of the PARK and the COUNTY to enter into this Agreement for the continued provision of potable water and wastewater services to the PARK property and the maintenance of the utility lines which provide the aforementioned services upon the COUNTY'S purchase of the assets of Forest Hills Utility (Forest Hills);

WHEREAS, Forest Hills currently provides the PARK potable water and wastewater services. The PARK currently owns water and wastewater lines servicing the recreational vehicle park;

WHEREAS, the COUNTY and Forest Hills have entered into an agreement for the County to purchase the assets of Forest Hills;

WHEREAS, Forest Hills, the PARK and COUNTY agree that this AGREEMENT shall be attached to the Agreement for Sale between the COUNTY and Forest Hills as an Exhibit 10; and,



WHEREAS, the parties agree that it is necessary and in the public interest for the PARK to be provided water and wastewater services from the COUNTY through this Agreement with the PARK.

NOW, THEREFORE, in consideration of the promises, which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions set forth in this Agreement, the COUNTY, Forest Hills Utilities, Inc., and the PARK intending to be legally bound thereby, agree as follows:

I. WHEREAS CLAUSES.

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

II. COUNTY'S CONTINUED PROVISION OF SERVICE TO PARK.

Upon the purchase of Forest Hills, the COUNTY shall continue to provide potable water and wastewater services to the PARK. The COUNTY'S provision of the aforementioned services shall be accomplished in such a manner so as to adequately meet the service demands of the PARK.

III. COUNTY'S LICENSE.

The COUNTY is hereby granted a license for the operation and maintenance of all those lines identified in Exhibit "A" in order to provide service to both the PARK and to other customers of the County's system. The license shall be for the term of this Agreement and any extension(s) to the term which may be exercised in accordance with the terms hereof.

IV. COUNTY'S MAINTENANCE OBLIGATION OF LINES.

The COUNTY agrees, upon purchase of Forest Hills' assets, to maintain the potable water and wastewater lines located within the PARK for a period of five (5) years from the COUNTY'S purchase of the assets of Forest Hills. The COUNTY will be responsible for all maintenance of those main water lines and wastewater lines as identified in Exhibit "B" , attached hereto,

during the term of this Agreement or any extension hereof. The PARK agrees to reimburse the COUNTY for maintenance expenses for other lines within the Park, other than those main lines identified within Exhibit "B", within sixty (60) days of written notice of maintenance being performed by the COUNTY. This written notice shall include invoices and a description of the maintenance performed. The Park will be responsible for the repair of any private streets, sidewalks, or common areas as a result of its utility maintenance by the County to the major water lines and wastewater lines identified in Exhibit "B".

V. COUNTY'S OBLIGATION TO RE-ROUTE LINES.

The COUNTY agrees to install new water and wastewater lines and by-pass the PARK prior to the expiration of this Agreement. Once the COUNTY has completed the by-pass the COUNTY shall no longer be responsible for the maintenance of either the wastewater lines or water lines located within the PARK. However, notwithstanding the foregoing, the County may, at its option, elect not to re-route the water lines, but should the County make such an election the County shall be responsible for the continued maintenance of the water line(s) within the PARK up to the Park's master meter. Additionally, upon the County's rerouting of the water and wastewater lines, the PARK agrees to grant permanent easements or licenses over the lines need by the County to provide continued service and to grant an easement for a lift station site all as more further described on Exhibit "C" of this Agreement.

VI. TERM AND EXTENSION.

This Agreement shall be for a term of five (5) years, commencing with the date the COUNTY acquires ownership of Forest Hills Utilities assets. The COUNTY may extend this Agreement for a period not to exceed three (3)

years from the original termination date of this Agreement upon written notice to the PARK. Written notice shall be delivered to the PARK at least ninety (90) days prior to the expiration of this Agreement or any extension thereof.

VII. CONDITIONS PRECEDENT.

1. Obligations of the COUNTY to provide water and wastewater services as set forth herein shall be subject to the completion of the sale of Forest Hills Utilities to the COUNTY.

VIII. MISCELLANEOUS.

1. Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective parties as follows:

COUNTY:

Utilities Services Branch
Public Wks./Utilities Bldg., S-213
7530 Little Road
New Port Richey, FL 34654-5598

PARK:

R. L. Dreher
Holiday Travel Park
1518 U.S Highway 19
Holiday, Florida 34690
and

J. Benjamin Harrill

FIGURSKI & HARRILL

2435 US HIGHWAY 19

Suite 350

Holiday, Florida 34685

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

2. Covenants and agreements contained herein shall run with the property known as Holiday Travel Park and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

3. This Agreement shall be subject to the requirements of the COUNTY'S Code of Ordinances, Chapter 110, and the same are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the provisions of the said ordinances, the provisions of this Agreement shall control.

4. In the event the COUNTY'S performance of this Agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government, except the COUNTY, or public or governmental authority or commission or board or agency or agent

or official or officer, or judgment or a restraining order or injunction of any court, the COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

5. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their respective hands and seals this _____ day of _____, 2004.

ATTEST:

**PASCO COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
JED PITTMAN, CLERK

By: _____
Chairman

ROBERT L. DREHER

FOREST HILLS UTILITIES, INC.

By: _____
Robert L. Dreher, Individually

By: _____
Robert L. Dreher, President

**R.L. DREHER CONSTRUCTION,
INC.**

By: _____
Robert L. Dreher, President

Exhibit A
Water lines

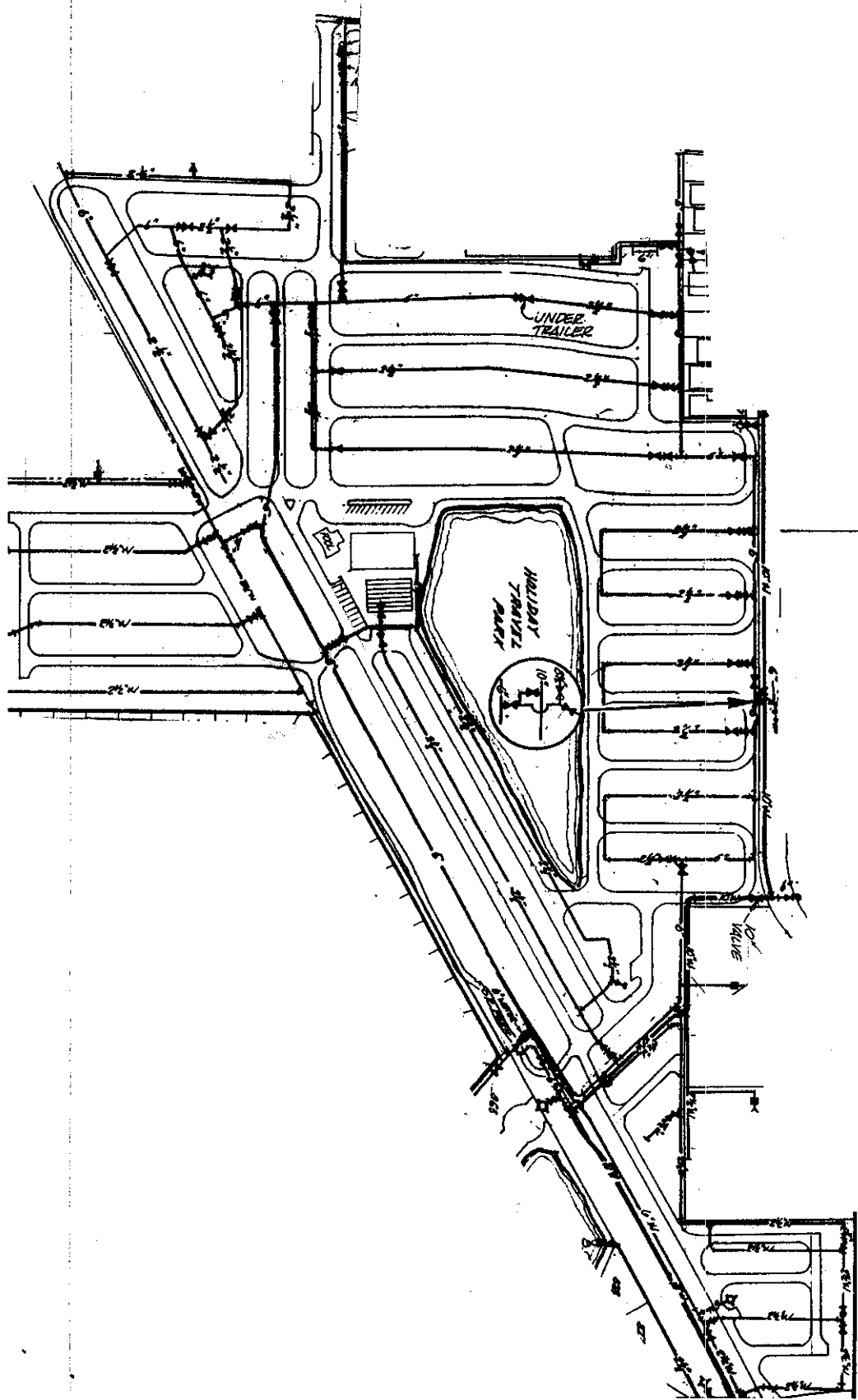


Exhibit A

Waste water lines

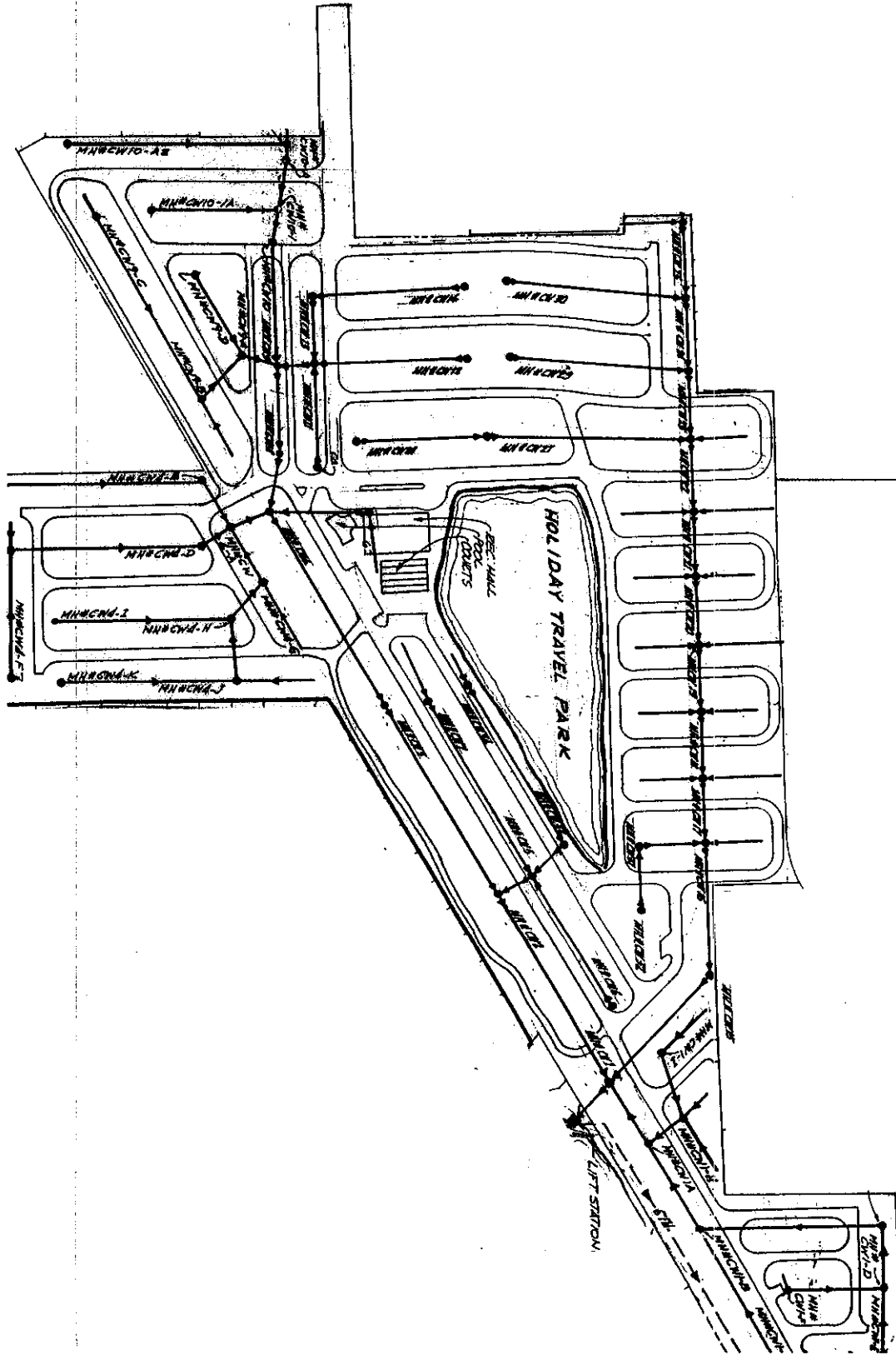


Exhibit B
water lines

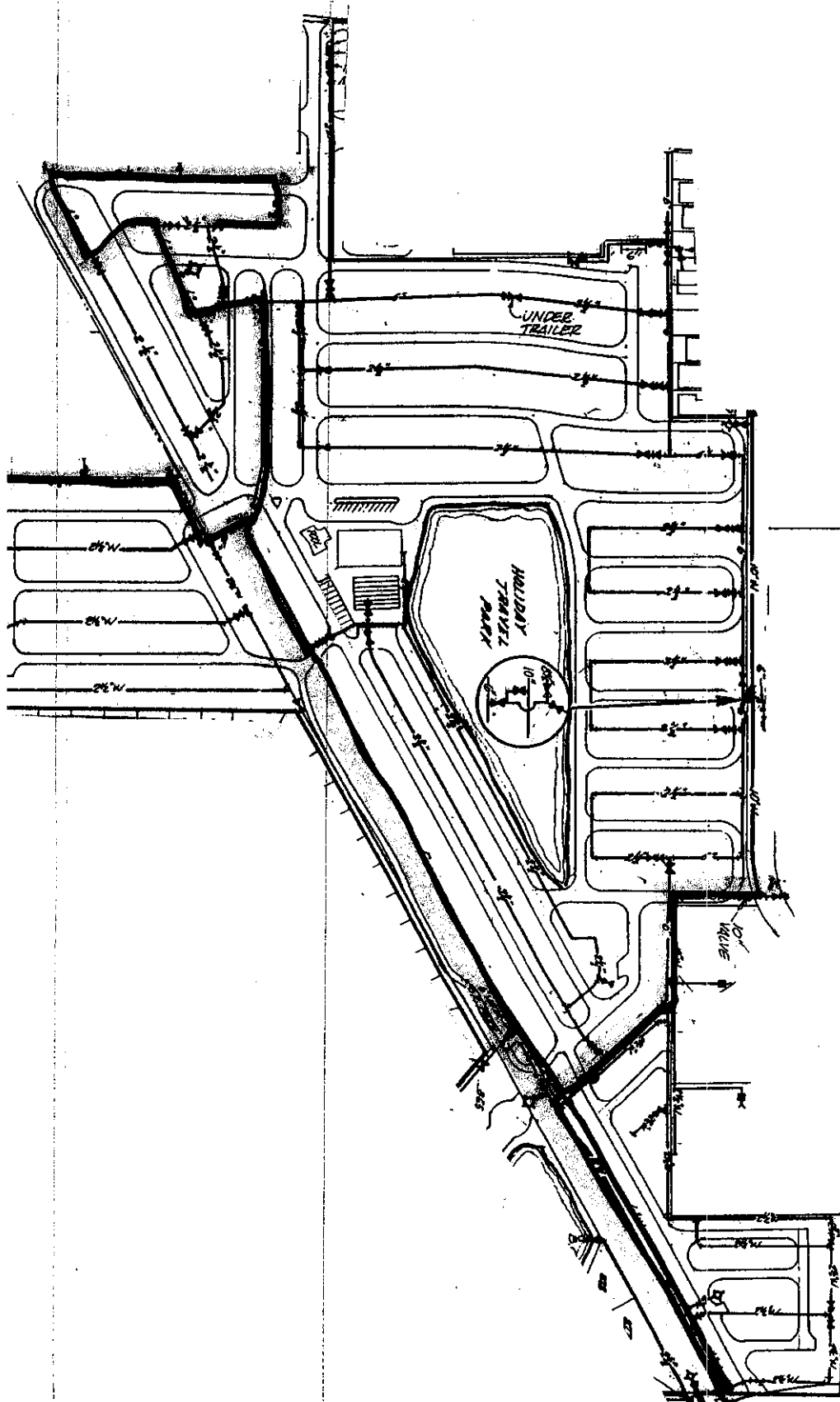
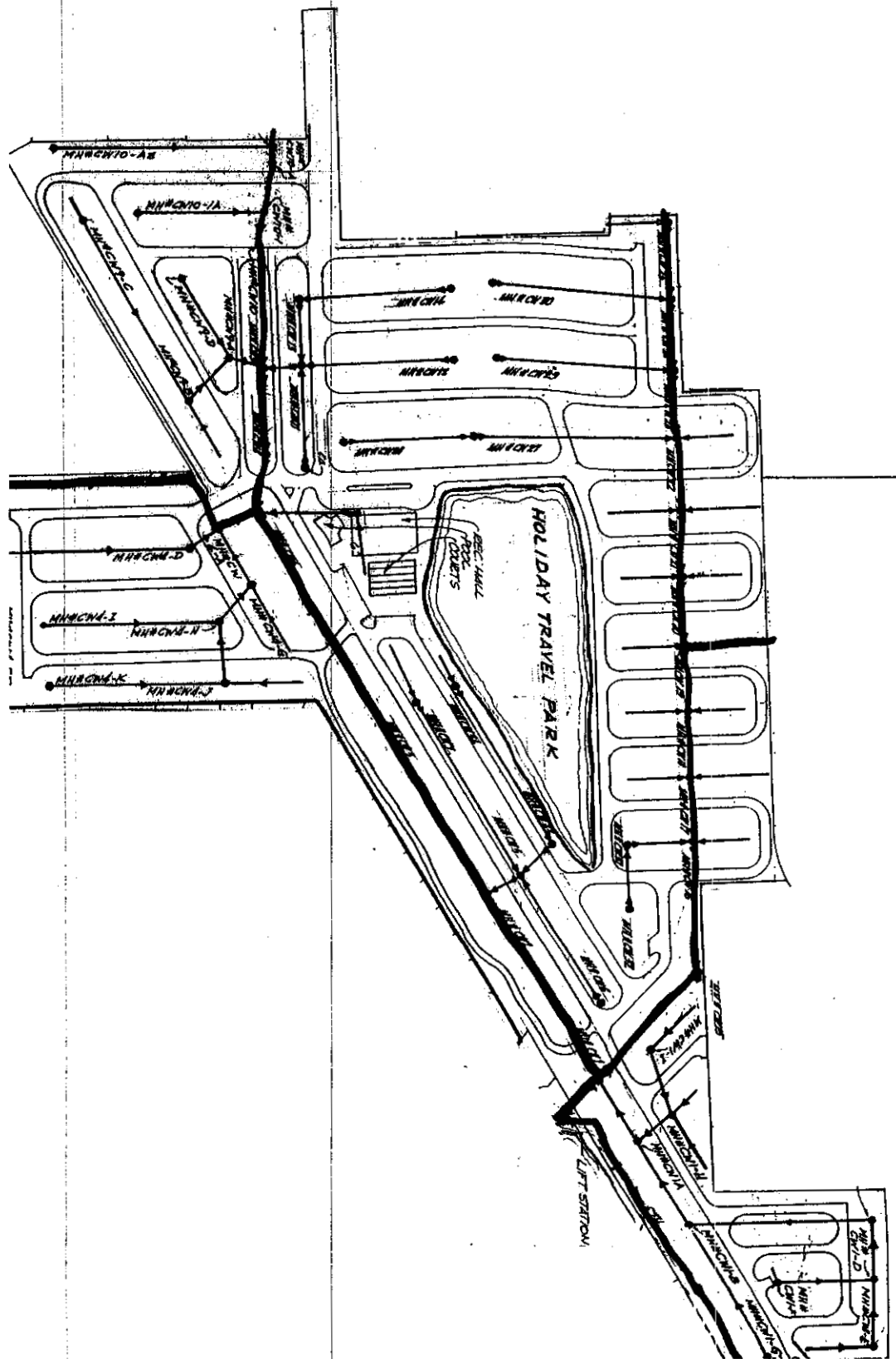


Exhibit B
Waste water Lines



ACCT. #	NAME:	BILLIED GALLONS:
96542	BOB EVANS REST.	_____
96546	UNIVERSAL LIQUOR	_____
97150	R.L.D. OFFICE	_____
96535	ALLIED TIRE STORE #38	_____
23703	ROY ROWLAND	_____
97160	CHECKERS #158	_____
97165	CHECKERS #18 (SPKR)	_____
97170	WEST COAST COLLISION (SPKR)	_____
97175	WEST COAST COLLISION	_____
97181	CHARLES EARHART	_____
97195	MVR AUTO BROKERS	_____
23705	DAVE'S FISHERMAN WORD	_____

TOTAL USED BY OTHERS: _____

H.T.P. ACCT. #97151 _____

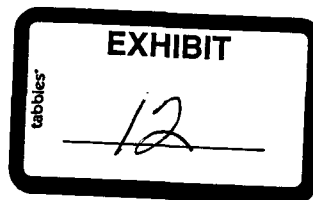


BOND DEBT SERVICE

Pasco County, Florida
Series 2004

Dated Date 05/03/2004
Delivery Date 05/03/2004

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/03/2004					
10/01/2004	15,000	4.850%	39,877.78	54,877.78	54,877.78
04/01/2005			48,136.25	48,136.25	
10/01/2005	35,000	4.850%	48,136.25	83,136.25	131,272.50
04/01/2006			47,287.50	47,287.50	
10/01/2006	35,000	4.850%	47,287.50	82,287.50	129,575.00
04/01/2007			46,438.75	46,438.75	
10/01/2007	35,000	4.850%	46,438.75	81,438.75	127,877.50
04/01/2008			45,590.00	45,590.00	
10/01/2008	40,000	4.850%	45,590.00	85,590.00	131,180.00
04/01/2009			44,620.00	44,620.00	
10/01/2009	40,000	4.850%	44,620.00	84,620.00	129,240.00
04/01/2010			43,650.00	43,650.00	
10/01/2010	40,000	4.850%	43,650.00	83,650.00	127,300.00
04/01/2011			42,680.00	42,680.00	
10/01/2011	45,000	4.850%	42,680.00	87,680.00	130,360.00
04/01/2012			41,588.75	41,588.75	
10/01/2012	45,000	4.850%	41,588.75	86,588.75	128,177.50
04/01/2013			40,497.50	40,497.50	
10/01/2013	50,000	4.850%	40,497.50	90,497.50	130,995.00
04/01/2014			39,285.00	39,285.00	
10/01/2014	50,000	4.850%	39,285.00	89,285.00	128,570.00
04/01/2015			38,072.50	38,072.50	
10/01/2015	50,000	4.850%	38,072.50	88,072.50	126,145.00
04/01/2016			36,860.00	36,860.00	
10/01/2016	55,000	4.850%	36,860.00	91,860.00	128,720.00
04/01/2017			35,526.25	35,526.25	
10/01/2017	60,000	4.850%	35,526.25	95,526.25	131,052.50
04/01/2018			34,071.25	34,071.25	
10/01/2018	60,000	4.850%	34,071.25	94,071.25	128,142.50
04/01/2019			32,616.25	32,616.25	
10/01/2019	65,000	4.850%	32,616.25	97,616.25	130,232.50
04/01/2020			31,040.00	31,040.00	
10/01/2020	65,000	4.850%	31,040.00	96,040.00	127,080.00
04/01/2021			29,463.75	29,463.75	
10/01/2021	70,000	4.850%	29,463.75	99,463.75	128,927.50
04/01/2022			27,766.25	27,766.25	
10/01/2022	75,000	4.850%	27,766.25	102,766.25	130,532.50
04/01/2023			25,947.50	25,947.50	
10/01/2023	75,000	4.850%	25,947.50	100,947.50	126,895.00
04/01/2024			24,128.75	24,128.75	
10/01/2024	80,000	4.850%	24,128.75	104,128.75	128,257.50
04/01/2025			22,188.75	22,188.75	
10/01/2025	85,000	4.850%	22,188.75	107,188.75	129,377.50
04/01/2026			20,127.50	20,127.50	
10/01/2026	90,000	4.850%	20,127.50	110,127.50	130,255.00
04/01/2027			17,945.00	17,945.00	
10/01/2027	95,000	4.850%	17,945.00	112,945.00	130,890.00
04/01/2028			15,641.25	15,641.25	
10/01/2028	95,000	4.850%	15,641.25	110,641.25	126,282.50
04/01/2029			13,337.50	13,337.50	



BOND DEBT SERVICE

Pasco County, Florida
Series 2004

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2029	100,000	4.850%	13,337.50	113,337.50	126,675.00
04/01/2030			10,912.50	10,912.50	
10/01/2030	105,000	4.850%	10,912.50	115,912.50	126,825.00
04/01/2031			8,366.25	8,366.25	
10/01/2031	110,000	4.850%	8,366.25	118,366.25	126,732.50
04/01/2032			5,698.75	5,698.75	
10/01/2032	115,000	4.850%	5,698.75	120,698.75	126,397.50
04/01/2033			2,910.00	2,910.00	
10/01/2033	120,000	4.850%	2,910.00	122,910.00	125,820.00
	2,000,000		1,784,665.28	3,784,665.28	3,784,665.28