

ORIGINAL

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

RECEIVED-FPSC

APR 29 2004

-M-E-M-O-R-A-N-D-U-M-

COMMISSION CLERK

DATE: April 29, 2004

TO: Blanca S. Bayó, Commission Clerk and Administrative Services Director

FROM: Stanley D. Rieger, ^{SOR} Utility Systems/Communications Engineer, Division of Economic Regulation

RE: Docket No. 030458-WU – Application for transfer of majority organizational control of Holiday Utility Company, Inc. in Pasco County to Holiday Waterworks Corporation, and amendment of Certificate No. 224-W

Please insert into the above mentioned docket file the two attached April 21, 2004, letters, with their respective attachments, to Stanley Rieger from Victoria Penick. Thank you.

Attachments

cc: Division of economic Regulation (Clapp, Romig)
Office of the General Counsel (K. Fleming)

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC 1
- OTH _____

DOCUMENT NUMBER-DATE
 04963 APR 29 2004
 FPSC-COMMISSION CLERK



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

April 21, 2004

Mr. Stan Reiger
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Holiday Utility System / Public Notices – Amended Application
Docket: 030458-WU

Dear Mr. Reiger:

Please find enclosed affidavits indicating the filing of the required public notice relating to the transfer of majority control regarding the noted utility above.

If there are any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria Penick".

Victoria Penick
Administrative Director

cc: Gary Deremer
Brian Armstrong

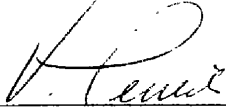
RECEIVED BY TELETYPE

04/21/04 11:23:55

PART III: EXHIBITS A, B & C

I, VICTORIA PENICK, REPRESENTATIVE OF HOLIDAY UTILITY COMPANY, INC., do solemnly swear and affirm that the attached legal notice of actual application was given in accordance with Section 367.045 (1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to all entities required to be notified, as referenced on the attached list that was provide by Mr. Stan Reiger of the Florida Public Service Counsel, as well as all of the customers of the utility by regular mail and to the overall public as published in a newspaper.

By:



Victoria Penick
U.S. Water Services Corporation
Authorized Representative

ST. PETERSBURG TIMES

Published Daily
St. Petersburg, Pinellas County, Florida

STATE OF FLORIDA COUNTY OF PINELLAS

Before the undersigned authority personally appeared Janice Lopez who on oath says that she is Legal Clerk of the St. Petersburg Times a daily newspaper published at a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of
RE: Legal Notice

_____ in the _____ Court
was published in said newspaper in the issues of
March 31, 2004

Affiant further says the said St. Petersburg Times is a newspaper published at St. Petersburg, in said Pinellas County, Florida, and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janice Lopez
Signature of Affiant

Sworn to and subscribed before me this 31st day
of March, 2004.

[Signature]
Signature of Notary Public

Personally known X or produced identification _____
Type of identification produced _____

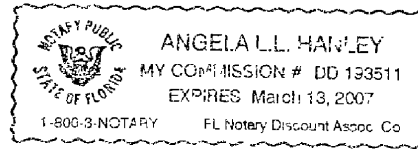
LEGAL NOTICE

Notice is hereby given on March 29, 2004, pursuant to Section 367.071, Florida Statutes, of the amended and restated application for a transfer of majority or organizational control and amendment of certificate of Holiday Utility Company, Inc. a/k/a Holiday Utility Company, from Elaine Mickler Individually / The Estate of Barley L. Mickler / and Shareholders to Holiday Waterworks Corporation and Shareholders, providing service to the following described territory in Pasco and Pinellas County, Florida.

Commencing at the Southwest corner of Section 24, Township 26 South, Range 15 East, Pasco County, Florida, to include a portion of said Section 24, and a portion of Section 19, Township 26, Range 16; and a portion of Section 30, Township 26 South, Range 16 East; and a portion of Section 25, Township 26 South, Range 15 East; and a portion of Section 26, Township 26 South, Range 15 East; and a portion of Section 27, Township 26, Range 15 West; and a portion of Section 34, Township 26, Range 15 West; and inclusive of Section 35, Township 26 South, Range 15 East; and a portion of Tract 22 of Tampa-Tarpon Springs Land Company Subdivision of Section 2, Township 27 South, Range 15 East, and its southerly extension thereof to the mean high water line of the North Bank of the Anclote River; and a portion of Section 3, Township 27 South, Range 15 East.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Applicant: Holiday Waterworks Corporation, 4821 U.S. Highway 19, Suite 2, New Port Richey, Florida 34652.
(0001029520) 3/31/04



**LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>PASCO COUNTY</u>	
ALLEN LAFORTUNE AND OTIS FONDER (WU556) 36645 SUNSHINE ROAD ZEPHYRHILLS, FL 33541-1182	ALLEN LAFORTUNE (813) 782-6929
ALOHA UTILITIES, INC. (WS001) 6915 PERRINE RANCH ROAD NEW PORT RICHEY, FL 34655-3904	STEPHEN G. WATFORD (727) 372-0115
C. S. WATER COMPANY, INC. (WU030) P. O. BOX 40 CRYSTAL SPRINGS, FL 33524-0040	CLYDE A. BISTON (813) 783-2984 (OFFICE)
CRESTRIDGE UTILITY CORPORATION (WU049) 4804 MILE STRETCH DRIVE HOLIDAY, FL 34690-4358	JUDY RIVETTE (727) 937-6275
DIXIE GROVES ESTATES, INC. (WU056) % MATTHEW A. POTTER, CPA 5940 MAIN STREET NEW PORT RICHEY, FL 34652-2716	JUDSON F. POTTER (727) 845-1530
FLORALINO PROPERTIES, INC. (WU075) P. O. BOX 5017 LARGO, FL 33779-5017	TONY TUBOLINO (727) 843-0064
FLORIDA WATER SERVICES CORPORATION (WS554) P. O. BOX 609520 ORLANDO, FL 32860-9520	CARLYN KOWALSKY (407) 598-4297
FOREST HILLS UTILITIES, INC. (WS081) 1518 U.S. HIGHWAY 19 HOLIDAY, FL 34691-5649	ROBERT L. DREHER (727) 937-7457
HACIENDA UTILITIES, LTD. (SU810) 7107 GIBRALTAR AVENUE NEW PORT RICHEY, FL 34653-4014	ALLAN MARTIN (727) 847-1409
HOLIDAY GARDENS UTILITIES, INC. (WU109) 4804 MILE STRETCH DRIVE HOLIDAY, FL 34690-4358	JUDY RIVETTE (727) 937-6275
HOLIDAY UTILITY COMPANY, INC (WU111) P. O. BOX 398 NEW PORT RICHEY, FL 34656-0398	GARY DERRNER (727) 919-0408

**LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>PASCO COUNTY</u>	
HUDSON UTILITIES, INC. (SU114) 14334 OLD DIXIE HIGHWAY HUDSON, FL 34667-1134	MATHEW GRIFFIN (727) 863-0205
JASMINE LAKES UTILITIES CORPORATION (WS630) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST, #400 SARASOTA, FL 34240-8432	NANCE GUTH (941) 907-7411
KEMPLE WATER COMPANY (WU132) 37502 MARCLIFF TERRACE ZEPHYRHILLS, FL 33541-8451	RICHARD KEMPLE (813) 782-2972
L W V UTILITIES, INC. (WU135) 7552 CONGRESS STREET, SUITE 4 NEW PORT RICHEY, FL 34653-1106	JAMES C. WEEKS (727) 849-9389
LABRADOR UTILITIES, INC (WS851) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919
LINDRICK SERVICE CORPORATION (WS149) P. O. BOX 1176 NEW PORT RICHEY, FL 34656-1176	HELEN L. MCNEIL (727) 848-1165
MAD HATTER UTILITY, INC. (WS155) 1900 LAND O' LAKES BLVD., SUITE 107 LUTZ, FL 33549-2913	LARRY G DELUCENAY (813) 949-2167 OR -5977
MINK ASSOCIATES II, LLC, D/B/A TIMBERWOOD UTILITIES (WS843) 36323 ARBOR OAKS DRIVE ZEPHYRHILLS, FL 33541-2031	GERALD D. ROSS (585) 223-1880
ORANGELAND WATER SUPPLY (WU179) 2109 OVERVIEW DRIVE NEW PORT RICHEY, FL 34655-4131	FRED J. SNELL (727) 372-8330
ORANGWOOD LAKES SERVICES, INC (WS180) 7602 CONGRESS STREET, SUITE 4 NEW PORT RICHEY, FL 34653-1107	ALFRED G. HEILER (727) 849-9555
PARADISE LAKES UTILITY, L.L.C. (WS446) C/O MAD HATTER UTILITY, INC. 1900 LAND O' LAKES BLVD., SUITE 107 LUTZ, FL 33549-2920	JANICE L. DELUCENAY (813) 949-2167

**LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

<u>UTILITY NAME</u>	<u>PASCO COUNTY</u>	<u>MANAGER</u>
PASCO UTILITIES, INC. (WU190) P. O. BOX 4118 TAMPA, FL 33677-4118		LIONEL LLANES (813) 877-8330
SOUTH PASCO UTILITIES, INC. (WS634) P. O. BOX 16800 TAMPA, FL 33687-6800		GEORGE L. BLACK, JR. (813) 986-2489
UTILITIES, INC. OF FLORIDA (WU372) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027		PATRICK C. FLYNN (407) 869-1919
UTILITIES, INC. OF FLORIDA (SU640) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027		PATRICK C. FLYNN (407) 869-1919
VIRGINIA CITY UTILITIES, INC (WU718) % MATTHEW A. POTTER, CPA 5940 MAIN STREET NEW PORT RICHEY, FL 34652-2716		JUDSON F. POTTER (727) 845-1530

**LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY
38053 LIVE OAK AVENUE
DADE CITY, FL 33525

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF DADE CITY
P. O. BOX 1355
DADE CITY, FL 33526-1355

MAYOR, CITY OF NEW PORT RICHEY
5919 MAIN STREET
NEW PORT RICHEY, FL 34652

MAYOR, CITY OF PORT RICHEY
ATTN: CITY CLERK
8624 PORT RICHEY VILLAGE LOOP
PORT RICHEY, FL 33568

MAYOR, CITY OF SAN ANTONIO
32819 PENNSYLVANIA AVENUE
P. O. BOX 75
SAN ANTONIO, FL 33576-0075

MAYOR, CITY OF ST. LEO
P. O. BOX 2479
ST. LEO, FL 33574-2479

MAYOR, CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FL 33540-5133

MIKE WELLS, PASCO COUNTY PROPERTY APPRAISER
38053 LIVE OAK AVENUE, SUITE 211
P. O. BOX 401
DADE CITY, FL 33526-0401

PASCO COUNTY ADMIN., 7530 LITTLE ROAD
PUBLIC WORKS UTILITY BUILDING
NEW PORT RICHEY, FL 34654

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

**LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

TAMPA BAY REGIONAL PLANNING COUNCIL
9455 KOGER BLVD., SUITE 219
ST. PETERSBURG, FL 33702-2491

**LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAME

MANAGER

STATE OFFICIALS

X STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

X DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

**LIST OF WATER AND WASTEWATER UTILITIES IN PINELLAS COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAMEMANAGERPINELLAS COUNTY

MID-COUNTY SERVICES, INC. (SU291)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919

RANCH MOBILE WWTP, INC. (SU313)
6800 - 150TH AVENUE, NORTH
CLEARWATER, FL 33764-7709

RALPH L. BIRCHER
(727) 536-3553

TIERRE VERDE UTILITIES, INC. (SU682)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919

UTILITIES, INC OF FLORIDA (WU628)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919

**LIST OF WATER AND WASTEWATER UTILITIES IN PINELLAS COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY
315 COURT STREET
CLEARWATER, FL 34616-5165

DEP SOUTHWEST DISTRICT
3804 COCOUNT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF BELLEAIR BEACH
444 CAUSE WAY BLVD.
BELLEAIR BEACH, FL 34635-3326

MAYOR, CITY OF BELLEAIR BLUFFS
2747 SUNSET BLVD.
BELLEAIR BLUFF, FL 33770-1978

MAYOR, CITY OF CLEARWATER
P. O. BOX 4748
CLEARWATER, FL 33758-4748

MAYOR, CITY OF DUNEDIN
750 MILWAUKEE AVENUE
DUNEDIN, FL 34698-7140

MAYOR, CITY OF GULFPORT
P O BOX 5187
GULFPORT, FL 33737-5187

MAYOR, CITY OF INDIAN ROCKS BEACH
1507 BAY PALM BLVD.
INDIAN ROCKS BEACH, FL 34635-2827

MAYOR, CITY OF LARGO
P. O. BOX 296
LARGO, FL 34649-0296

MAYOR, CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708-1916

MAYOR, CITY OF OLDSMAR
100 STATE STREET, W.
OLDSMAR, FL 34677-3655

**LIST OF WATER AND WASTEWATER UTILITIES IN PINELLAS COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

MAYOR, CITY OF PINELLAS PARK
P. O. BOX 1100
PINELLAS PARK, FL 33781-1100

MAYOR, CITY OF SAFETY HARBOR
750 MAIN STREET
SAFETY HARBOR, FL 34695-3553

MAYOR, CITY OF SEMINOLE
7464 RIDGE ROAD
SEMINOLE, FL 33772-5226

MAYOR, CITY OF SOUTH PASADENA
7047 SUNSET DRIVE
SOUTH PASADENA, FL 33707-2819

MAYOR, CITY OF ST. PETE BEACH
7701 BOCA CIEGA DRIVE
ST. PETERSBURG, FL 33706-1731

MAYOR, CITY OF ST. PETERSBURG
P. O. BOX 2842
ST. PETERSBURG, FL 33731-2842

MAYOR, CITY OF TARPON SPRINGS
P. O. BOX 5004
TARPON SPRINGS, FL 34688-5004

MAYOR, CITY OF TREASURE ISLAND
120 - 108TH AVENUE
TREASURE ISLAND, FL 33706

MAYOR, TOWN OF BELLEAIR SHORE
1200 GULF BLVD.
BELLEAIR SHORE, FL 33786-3351

MAYOR, TOWN OF INDIAN SHORES
19305 GULF BLVD.
INDIAN SHORES, FL 33785-2257

MAYOR, TOWN OF KENNETH CITY
6000 - 54TH AVENUE, N.
KENNETH CITY, FL 33709

**LIST OF WATER AND WASTEWATER UTILITIES IN PINELLAS COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

MAYOR, TOWN OF NORTH REDINGTON BEACH
190 - 173RD AVENUE E
NORTH REDINGTON BEACH, FL 33708-1397

MAYOR, TOWN OF REDINGTON BEACH
105 - 164TH AVENUE
REDINGTON BEACH, FL 33708-1565

MAYOR, TOWN OF REDINGTON SHORES
17798 GULF COAST BLVD.
REDINGTON SHORES, FL 33708

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

TAMPA BAY REGIONAL PLANNING COUNCIL
9455 KOGER BLVD., SUITE 219
ST. PETERSBURG, FL 33702-2491

TOWN CLERK, TOWN OF BELLEAIR
901 PONCE DE LEON BLVD.
BELLEAIR, FL 34616-1034

**LIST OF WATER AND WASTEWATER UTILITIES IN PINELLAS COUNTY
(VALID FOR 60 DAYS)
03/29/2004 - 05/27/2004**

UTILITY NAME

STATE OFFICIALS

MANAGER

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

April 21, 2004

Mr. Stan Reiger
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

04 APR 23 PM 9:35
PUBLIC UTILITIES

RE: Holiday Utility System
Docket: 030458-WU

Dear Mr. Reiger:

Please find enclosed corrected and recorded deed regarding the well field in the Anclote area of Holiday Utilities. As I believe you have discussed with Brian Armstrong, the previous deed provided was filed incorrectly. The actual transaction for the purchase of the well field was between Holiday Waterworks Corporation and the previous owner, not Holiday Utility Company. I am also enclosing a copy of the lease agreement that is in place for Holiday Utility to utilize the property to withdraw water.

I am hopeful that the documents included will answer the questions in regard to the well field and allow us to move forward with the revised application filing. As always, we appreciate the guidance of the Commission and please do not hesitate to contact me if further clarification is needed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria Penick".

Victoria Penick
Administrative Director

cc: Gary Deremer
Brian Armstrong

LAND LEASE AGREEMENT

This agreement made as of the 1st day of May 2003 is between **Holiday Waterworks Corporation** (hereinafter called **The Owner**) and **Holiday Utility Company** (hereinafter called **The Utility**). The Owner leases to The Utility the right to withdraw water from the water supply facilities on the property located within the Anclote Section of the Utility System per Exhibit A, and Owned by Holiday Waterworks Corporation, under the following conditions:

- TERM:** 1. The initial term of this lease shall be 99 (ninety nine) years, beginning May 1st, 2003, and ending Noon April 30th, 2102.
- POSSESSION:** 2. If there is a delay in delivery of possession by Owner, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then The Utility may void this agreement and have full refund of any deposit. Owner shall not be liable for damages for delay in possession.
- LEASE:** 3. Land Lease shall be payable by The Utility to The Owner at the rate of **Fourteen Thousand Four Hundred and 00/100 Dollars, (\$14,400.00) annually** with applicable sales tax with lawful money of the United States. Annual base rate will increase on the anniversary date each year of the lease by rate of each annual Consumer Price Index as listed by the United States Government Department of Labor. The lease shall be payable monthly in advance. During year one, lease is payable at a rate of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month and an additional amount is due totaling Seventy Two 00/100 Dollars (\$72.00) per month for applicable 6% Florida State Sales Tax. The Utility agrees to pay \$35 for each dishonored check. This lease is identified as a "Net/Net" lease and the Utility is responsible for all costs associated with said land including but not limited to Property Taxes, Special City, County or State assessments, Insurances, etc.
- CANCELLATION:** 5. If the lease payment called for in paragraph 3 hereof has not been paid by the tenth (10th) of the month, then The Owner shall automatically and immediately have the right to cancel this agreement with notice of intent provided to the Utility allowing a grace period of fifteen (15) days.
- INDEMNIFICATION** 6. The Utility agrees to indemnify The Owner against damage to the land leased by the utility and for The Utility's fulfillment of the conditions of this agreement, as well as personal injury to the public and provide liability insurance listing Owner as additionally insured.
- RENEWAL TERM:** 7. It is the intent of both parties that this lease is for a period of Ninety Nine (99) Years and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by The Utility, The Utility will owe rent through the last month of a five year period from the date of the breach.
- SUBLET:** 8. The Utility may not sublet or assign this lease without written consent of The Owner.
- FIRE AND CASUALTY:** 10. If land or wells become unusable by reason of fire, explosion, or by other casualty, The Owner may, at its option, terminate rental agreement or repair damages within 30 days. If The Owner does not do repairs within this time or if well structures are fully destroyed, the rental agreement hereby created shall be prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy. The date of reoccupancy shall be the date of notice that residence is ready for occupancy.
- HOLD OVER:** 11. The Utility shall deliver possession of the land and any improvements thereon, in good order and repair to The Owner upon termination or expiration of this agreement.

RIGHT OF ACCESS:

12. The Owner and it's representatives shall have the right of access to leased property for inspection, repair or maintenance, at any time. The Owner has the right to utilize the property by any means that does not interfere with The Utility's intended use of well water withdrawal, well operations, well maintenance or well enclosure maintenance. In case of emergency, The Owner may enter the premises at any time to protect life and prevent damage to the property.

USE:

13. This agreement shall secure to the utility the right to withdraw water from the land referenced herein via water wells existing on said property. Said land shall not be occupied under any circumstances by The Utility. The land shall be used so as to comply with all state, county, and municipal laws and ordinances. The Utility shall not use land or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with preservation of the land, the wells, or any improvements thereof.

PROPERTY LOSS:

14. The Owner shall be held harmless and shall not be liable for damage to any property of any type associated with or belonging to The Utility, for any reason or cause whatsoever.

CONDEMNATION:

15. In the event that the property covered by this Lease is taken in whole or in part by condemnation proceedings or eminent domain, or in the event that Lessor and Lessee shall convey all or a part of said premises in avoidance or settlement or threat of such proceedings, at the time of taking of physical possession by the actual or proposed codemnior, the rent therefor shall abate in proportion to the value of the part condemned bears to the value of the rights assigned by this lease and access to premises. If the ability of the utility to continue to use the property for the purpose intended in this lease is not diminished, the lease will continue at full value.

FURTHER INDEMNIFICATION:

16. The Utility releases The Owner from liability for and agrees to indemnify The Owner against losses incurred by The Utility as a result of (a) The Utility's failure to fulfill any condition of this agreement; (b) any damage or injury happening on or about the property or premises to the general public or The Utility's invitees or licensees; (c) The Utility's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien, or other encumbrance filed against property as a result of The Utility's action.

FAILURE OF MANAGEMENT TO ACT:

17. Failure of Owner to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

REMEDIES CUMULATIVE:

18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by either party, each party shall be responsible for its own expense, and all expenses incurred in connection representation, including but not limited to filings, legal counsel, arbitration or mediation.

NOTICES:

19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

The Owner:
Holiday Waterworks Corporation
4821 US Highway 19, Suite 2
New Port Richey, FL 34652

The Utility:
Holiday Utility Company
PO Box 398
New Port Richey, FL 34652

REPAIRS:

20. The Utility will make necessary repairs to the wells to maintain proper operation. The Utility shall make all necessary repairs to the well buildings and keep premises in a safe, clean, and sanitary condition. The Utility shall make contact with all repair or service people and will be responsible for paying all charges associated with same. The Utility may not remodel or paint or structurally change, nor remove any fixture or piece of equipment there from land or buildings thereon without written permission from the Owner. All improvements shall become the property of the Owner.

ABANDONMENT:

21. The Utility shall not remove or attempt to remove property from the premises, other than in the usual course of continuing occupancy, without permission of The Owner. The Owner shall have the right to store or dispose of any of The Utility's property remaining on the premises after the termination of this agreement. Any such property shall be considered The Owner's property and title thereto shall vest in The Owner. No changes shall be made to any structure or wells on the premises without written permission of the owner.

**RULES AND
CLARIFICATIONS:**

22. (a) Signs: The Utility shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building without permission of The Owner.
- (b) Locks: It is noted that The Utility must have control of the property and subsequent wells in order to meet regulatory guidelines that cover Utility Operation in Florida. Owner shall have access to the property during inspections arranged with the Utility and with Utility personnel present. All keys must be presented to The Owner of the premises upon termination of the occupancy.
- (c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- (d) Radio or television aerials shall not be placed or erected on the roof or exterior of the well houses or on the land.
- (e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by The Owner at the expense of The Utility owning same, for storage or public or private sale, at The Owner's option, and The Utility owning same shall have no right of recourse against The Owner therefore.
- (f) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the land itself. Storage in all such areas shall be at The Utility's risk and The Owner shall not be responsible for any loss or damage.
- (g) No changes to land or buildings contained thereon, will be permitted without permission of The Owner.
- (h) Any improvements to said premises shall become property of the owner.
- (i) Cost of operation of the wells including but not limited to Licensed Utility Operations, Chemicals required and maintenance cost of pumping equipment and wells, is the responsibility of The Utility.

**ENTIRE
AGREEMENT:**

23. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this lease agreement is invalid, for any reason, such invalidity shall not void the remainder of the lease agreement.

SUCCESSORS:

24. This Lease shall be binding upon and shall enure to the benefit of the parties hereto, their assigns, heirs, successors and personal representatives.

**REMEDIES OF
DEFAULT:**

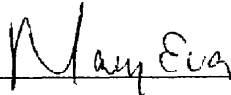
25. Should there be a default, discrepancy of definition or circumstance that cannot be resolved between Lessee and Lessor, mediation through arbitration will be required. Venue will be held in Pasco County, Florida. Both Lessor and Lessee with select separate mediators, who will then select a third mediator unfamiliar with Lessor and Lessee. Lease payment shall continue during the mediation period and shall be paid to Lessor as scheduled.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

Accepted by: 
OWNER – Holiday Waterworks Corporation

Print: Victoria Penick


Title: Sec/Treas

Witness: 

Accepted by: 
THE UTILITY – Holiday Utility Company

Print: Gary Deem

Title: Pres

Witness: 

DESCRIPTION:

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

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

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

CONTAINING 5.340 ACRES MORE OR LESS.



EXHIBIT "A"



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

August 7, 2003

Mr. Stan Reiger
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Holiday Utility System
Docket: 030458-WU

Dear Mr. Reiger:

Please find enclosed corrected and recorded deed regarding the well field in the Anclote area of Holiday Utilities. As I believe you have discussed with Brian Armstrong, the previous deed provided was filed incorrectly. The actual transaction for the purchase of the well field was between Holiday Waterworks Corporation and the previous owner, not Holiday Utility Company. I am also enclosing a copy of the lease agreement that is in place for Holiday Utility to utilize the property to withdraw water.

I am hopeful that the documents included will answer the questions in regard to the well field and allow us to move forward with the revised application filing. As always, we appreciate the guidance of the Commission and please do not hesitate to contact me if further clarification is needed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria Penick", written over a horizontal line.

Victoria Penick
Administrative Director

cc: Gary Deremer
Brian Armstrong



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

August 7, 2003

Mr. Stan Reiger
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria Penick", written over a horizontal line.

Victoria Penick
Administrative Director

cc Gary Deremer
 Brian Armstrong

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

Parcel 34-26-15-0010-00100-0000

QUIT CLAIM DEED

This Indenture made this 28th day of November, A.D. 2003,

Between ELAINE MICKLER, individually and as Personal Representative of the Estate of Bartley L. Mickler, deceased, 3130 Shipwatch Drive, Holiday, FL 34691, party of the first part,

And HOLIDAY WATERWORKS CORP., 2202 Bailey's Bluff Road, Holiday, FL 34691, party of the second part,

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

SEE ATTACHED EXHIBIT "A"

THIS INSTRUMENT IS A CORRECTIVE INSTRUMENT MADE FOR THE PURPOSES OF CORRECTING THE GRANTEE'S NAME, WHICH WAS INCORRECTLY STATED DUE TO A SCRIVENER'S ERROR IN THE ORIGINAL QUIT CLAIM DEED RECORDED IN OR BOOK 5358, PAGE 368 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE CORRECT NAME OF GRANTEE IS AS SHOWN HEREIN.

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

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

Signed, Sealed and Delivered
In Our Presence:

Ralph Amott
H. T. [Signature]

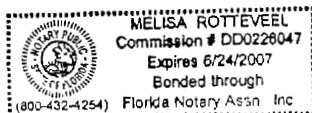
Elaine E. Mickler
Elaine Mickler, Individually
and as Personal Representative
of the Estate of Bartley L.
Mickler, deceased

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 28 day of November, 2003, by ELAINE MICKLER, who is personally known to me or produced as identification.

Melisa Rotteveel
Notary Public

My commission expires:



BY THE PUBLIC RECORDS WITHOUT BENEFIT OF TITLE EXAMINATION.

DESCRIPTION:

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

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