

ORIGINAL

Timolyn Henry

From: Weiner, Alissa [aweiner@ngnlaw.com]

Sent: Tuesday, January 31, 2006 4:41 PM

To: Filings@psc.state.fl.us

Subject: Public Service Commission

Attachments: Exhibit A Gulf Winds Contract.pdf; Exhibit B Legal Description Order Service Area.pdf; Exhibit C Legal Description of Gulf Winds.pdf; Exhibit D Legal Description Order Service Area Less Gulf Winds.pdf; Exhibit E Legal Description of Entire Area being requested by Holiday.pdf; Exhibit E Part One Legal Description of Entire Service Area being requested by Holiday.pdf; Exhibit F Copies of Notice Affidavits.pdf; Exhibit G Title Insurance.pdf; Exhibit H Tariff Sheets.pdf; Exhibit I Deremer Affidavit.pdf; Letter 01-31-2006.pdf

CMP _____

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RCA _____

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SGA _____

SEC 1

JTH _____

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FPSC-COMMISSION CLERK

1/31/2006

ORIGINAL

TALLAHASSEE
Suite 200
1500 Mahan Drive
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors
Giblin &
Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
The Pointe, Suite 1060
2502 Rocky Point Drive
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

January 31, 2006

By Electronic Filing

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administration Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0880

Re: Docket No. 030458-WU: Amended And Restated Application For Transfer Of Majority
Organizational Control And Amendment To Certificate

Dear Ms. Bayo:

Pursuant to discussions with Commission staff, this letter is being filed as an amendment to the pending application for transfer in the above-referenced docket to notify the Commission of the deletion of a certain portion of the service area of Holiday Utility Company, Inc. ("Holiday"). This request for deletion is being made pursuant to an agreement entered by Holiday with a developer known as Gulf Winds, LLP ("Developer") pursuant to which Holiday relinquished its right to provide water service to the deleted area and agreed to permit Pasco County ("Pasco" or "County") to provide such service in the area.

This agreement was necessitated by the actions of the Pasco County Utility Department pursuant to which the Utility Department refused to provide wastewater service to the area to be deleted unless the Developer also agreed to permit the Pasco County Utility Department to provide water service to such area. Developer soon thereafter discovered that the Pasco County Board of County Commissioners would not consent to the Developer building homes on the property unless the Developer could establish that central water and wastewater service was available. This placed the developer in an untenable situation.

Holiday attempted to settle this dispute between Developer and Pasco County by offering to apply to the Florida Public Service Commission for a certificate authorizing Holiday to provide wastewater service to the area in question. However, the Pasco County Utility's Department notified Holiday that the Utilities Department would object to the issuance by the Florida Public Service Commission of a certificate of authority authorizing Holiday to provide wastewater to the area. In an effort to obtain the necessary development approval from the County, Developer approached Holiday with an offer to pay Holiday a certain sum in consideration for Holiday's agreement to delete the territory from the Holiday service area and relinquish the right to provide water service to the County. Having received threats from

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Developer of legal action, Holiday and the County met with the Developer in an attempt to resolve this issue. The resolution is demonstrated in the agreement between Holiday and the Developer which is attached hereto as Exhibit A.

The area to be deleted from the Holiday service area is raw land and, therefore, no customer is served in the area. The deletion of the area will have no effect on any existing customer. Approval of the proposed deletion, however, permits Developer to develop the land and permits future customers to receive both water and wastewater service from Pasco.

As demonstrated by the previous filings in this docket, there is a dispute as to the exact boundaries of the service area which Holiday is authorized to serve. It was only upon Holiday's filing of an application for transfer in this docket that Commission Staff noted that the legal description for the authorized water service area contained in Holiday's tariff and thus provided by Holiday in the transfer filing (the "De Facto Service Area") did not match the legal description contained in the Commission's order number 6780 dated July 17, 1975 in Docket No. 73489-W (the "Order Service Area").

Prior to this discovery, all parties, including the Commission, had believed that the De Facto Service Area was the authorized service area of Holiday. The De Facto Service Area was the area described in the Utility's application for an original certificate of authority in Docket No. 73489-W. The De Facto Service Area is the area identified in the Utility's tariff. The De Facto Service Area was recognized by the Commission as being Holiday's service area subsequently in 1977, in Order No. 8080 dated December 5, 1977 (the "Territory Deletion Order"). Of particular note, the territory which the Commission deleted from Holiday's service area was an area not identified in the Order Service Area but which lies within the De Facto Service Area.

Holiday also possesses documentary evidence confirming that the Southeast Florida Water Management District and other entities always have conducted themselves in such fashion as to demonstrate their belief that Holiday was authorized to provide service within the De Facto Service Area. To further substantiate the validity of this belief, the Commission should be aware that the Mickler Family was both the original applicant for the certificate of authority as well as the owner of the land comprising the entire De Facto Service Area. The Mickler Family also is the owner of land which the Pasco County Utilities Department now objects to being included in Holiday's service area. Holiday hereby agrees with Commission Staff's suggestion that this matter be addressed by the Commission in two phases. In the first phase, the Commission will consider approval of the undisputed portion of Holiday's service area (the Order Service Area less Gulf Winds). In the second phase, the Commission will conduct a hearing and receive evidence concerning the additional territory which Holiday believes it currently possesses the de facto right to serve.

Holiday has been unable to locate any document indicating in any way that the Commission had not intended to grant Holiday the authority to provide water service for the entire De Facto Service Area.

Attached as Exhibit B is a legal description of the Order Service Area approved by the Commission in Order No 6780. Attached as Exhibit C is a legal description of the Gulf Winds territory proposed to be deleted from the Order Service Area. Attached as Exhibit D is a legal

description of the Order Service Area less the proposed deleted Gulf Winds territory. Attached as Exhibit E a legal description indicating the entire service area for which Holiday requests authority to serve in this docket.

Attached as Exhibit F are copies of affidavits confirming notices of Holiday's filing of the application in this docket were provided as required pursuant to Commission Rule 25-30.030, F.A.C.

Additional information is provided below in response to the letter dated January 19, 2006 from Commission Staff to Holiday.

Deficiency 1: A copy of the requested title insurance is attached hereto as Exhibit G.

Deficiency 2: Holiday will provide notice to the entities described above within 7 days of the filing of this letter and provide an affidavit confirming such notice within 15 days of the date of this letter, as required by Commission Rule.

Deficiency 3: The requested territory descriptions are provided in Exhibits B, C, and D, referred to earlier in this letter. Electronic versions of these descriptions have been filed with Commission Staff.

Deficiency 4: The requested information is provided earlier in this letter.

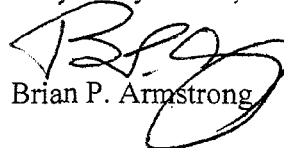
Other Required Information:

1. The only customer being served by Holiday which is located outside of the Order Service Area is a Pasco County public school. Holiday does not know when the school was built or connected to the Holiday system, but estimates that it was over 15 years ago. Holiday has served the school since its construction and the school was being served by the prior owner of Holiday. The school is located in the Tariff Service Area which all parties believed was Holiday's authorized service area until this transfer docket. The school is served by a 3 inch meter and the amount of CIAC collected from the school is unknown to Holiday. For the reasons indicated in this letter, Holiday request that the Commission refrain from issuing a show cause order as the facts presented in this letter remain undisputed.
2. Attached as Exhibit H are an original and two copies of tariff sheets providing a legal description of the proposed service area requested by Holiday in this docket which reflects the deletion of the Gulf Winds service area.
3. Holiday's agreement with Gulf Winds is attached as Exhibit A to this letter.

Finally, attached as Exhibit I is the affidavit of Mr. Gary Deremer, President of Holiday, as required by Commission rules.

Please acknowledge receipt of this filing by reply to this e-mail. Thank you.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'BPA', written over the printed name 'Brian P. Armstrong'.

Brian P. Armstrong

cc: Joseph Richards, Esq.

EXHIBIT "A"

AGREEMENT

This Agreement, entered into on this 15 day of March, 2005, by and between GULF WINDS, LLLP, a Florida Limited Liability Partnership (hereinafter "Gulf Winds"), and HOLIDAY UTILITY COMPANY, a Florida Corporation (hereinafter "Holiday");

WHEREAS, Holiday is the Public Service Commission-authorized provider of water services to real property owned and being developed by Gulf Winds, and

WHEREAS, there may exist a dispute with Pasco County regarding the authority of Holiday to act as the service provider within the real property owned by Gulf Winds, which is in the Service Territory in question, and

WHEREAS, Holiday wishes to allow for unified utility services to the property being developed by Gulf Winds without the threat or necessity of costly and time-consuming litigation over the service provider/Service Territory issue, and

WHEREAS, to further that goal, Holiday has consented to Pasco County being the water/wastewater provider to Gulf Winds' development, and

WHEREAS, Holiday owns a six-inch water pipe which traverses Gulf Winds' property, and needs to be relocated, and

WHEREAS, Gulf Winds will own, by virtue of deed restrictions to be recorded, the rights to garbage collection service, street lighting service and certain communication services, but does not intend to relinquish the rights, if any, to act as Service Provider for those services and in fact wishes to transfer those rights to Holiday at some time in the future, and

WHEREAS, the parties hereto wish to provide for the compensation of Holiday for Holiday's cooperation in resolving the service provision issues and the water pipe relocation,

NOW, THEREFORE, in consideration of the promises and agreements herein, and the sum of \$10.00 paid from Gulf Winds to Holiday and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Gulf Winds agrees to pay Holiday the sum of \$548,252.00; payable on June 29, 2005.
2. Holiday will relocate, at its expense, the water pipe described above, to Calvary Road as per approved plans. Gulf Winds will otherwise provide temporary easements, or consents for Holiday to effect the relocation of said pipe. Said relocation will begin within 10 days of receipt of payment and be completed no later than 90 days from the execution thereof. Gulf Winds will also grant easements to Holiday across the front and back of the Gulf Winds property (See Attachment A) to allow Holiday to continue to provide service to its remaining service territory.
3. Gulf Winds hereby specifically reserves and all rights it may otherwise have to act as Service Provider for garbage collection service, street lighting service and communication service, and further affirmatively states that the consent by Holiday to allow Pasco County to be the water/wastewater provider to Gulf Winds Development should in no way be construed as a relinquishment of its rights, if any, to act as a Service Provider of the services set forth in this paragraph.
4. Gulf Winds will further transfer and assign all of the rights referred to in Paragraph 3. Hereof to Holiday, in the event and at the time Gulf Winds sells the property to a third party.

BRENDA HENDERSON
MY COMMISSION # DD 241519
EXPIRES: September 5, 2008
Notary Public State of Florida
Download The Public Notary Database



Notary Seal

Notary

[Handwritten signature]

The foregoing instrument was acknowledged before me this 15th day of March 2005, the above named, who are personally known to me and who did not take an oath.

STATE OF FLORIDA
COUNTY OF PASCO

[Signature] (Name)
Stephen S. Martin

[Signature] (Name)
Kelly M. Maki

[Signature] (Name)
Stephen S. Martin

[Signature] (Name)
Kelly M. Maki

[Signature] (Name)
Stephen S. Martin

[Signature] (Name)
Kelly M. Maki

Witness: as to Signatures Below

GULF WINDS, LLP

By: *[Signature]* James Dreier, General Partner

By: *[Signature]* Mike Ryan, General Partner

By: *[Signature]* Gary D. Reamer, President

HOLIDAY UTILITY COMPANY

Dated this 15 day of March, 2005.

Exhibit A

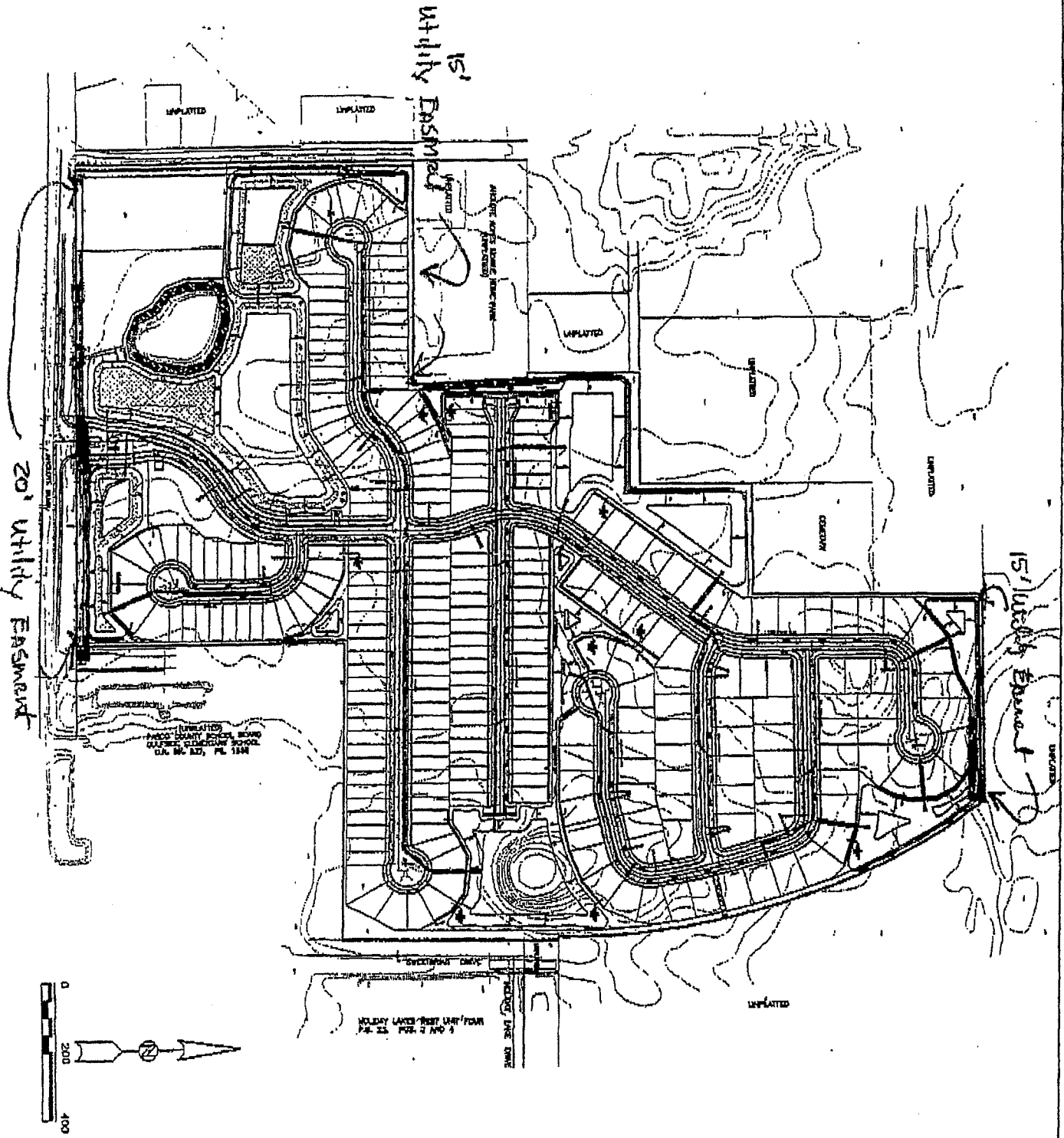
The utility easements described below are to become part of the Gulfwinds Subdivision Plat.

- A) A utility easement over the South 20' of the Gulfwinds Subdivision from Calvary Road to the Gulfside Elementary School for the existing 6" water line.

- B) A utility easement over the North 15' of the Gulfwinds Subdivision from the Northwest corner to the Pasco School Board School site. For Future utility use.

- C) A utility easement over the North 15' of the Gulfwinds Subdivision from the Southwest corner of the Anclote Acres Mobile Home Park along the south property line to the Southeast corner of the Anclote Mobile Home Park for the existing 4" water line.

Exhibit "A"



Johnson, Pope LLP 7/12/2005 10:49 PAGE 2/5 Fax Server

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") is entered into on July 12, 2005, between GULF WINDS, LLLP, a Florida limited liability company ("Gulf Winds") and HOLIDAY UTILITY COMPANY, a Florida corporation ("Holiday").

WITNESSETH:

- A. Gulf Winds and Holiday entered into an Agreement dated March 15, 2005 (the "Agreement"), a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference.
- B. The Agreement was amended by an Addendum dated June 30, 2005.
- C. Holiday and Gulf Winds desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gulf Winds and Holiday hereby amend the Agreement as follows:

- 1. The above recitals are true and correct and are incorporated herein by reference.
- 2. Gulf Winds hereby agrees to pay, or to cause to be paid, to Holiday the sum of \$548,252.00 (the "Payment") on or before 5:00 p.m. EDT, two business days after the Effective Date (hereinafter defined), by wired federal funds for immediate credit in full satisfaction of the requirement set forth in paragraph 1 of the Agreement. Simultaneously with execution hereof by Holiday, Holiday shall fax to Timothy A. Johnson, Jr., Esquire, (727) 462-0365, wiring instructions for the Payment.
- 3. The work required described in paragraph 2 of the Agreement shall be completed by Holiday on or before October 13, 2005.
- 4. Upon receipt of the Payment (i) this Amendment shall constitute the full and irrevocable release by Holiday of any right or claim of right to serve the real property described on Exhibit B attached hereto and incorporated herein by reference with potable water, reclaimed water, sanitary sewer, garbage collection, street lighting, communication, or any other services whatsoever, (ii) Holiday shall have no further rights with respect to the Property except as set forth in the easements described in paragraph 2 of the Agreement, and (iii) Holiday shall promptly file and diligently pursue, all at Holiday's expense, an application with the Florida Public Service Commission to delete the Property from its service area.
- 5. Beazer Homes Corporation, a Tennessee corporation, its successors, and assigns, is a third party beneficiary of the Agreement, as hereby amended.
- 6. The Addendum between Gulf Winds and Holiday dated June 30, 2005, purporting to amend the Agreement, is hereby terminated and is of no force or effect.
- 7. This Amendment may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute

Johnson, Pope LLP 7/12/2005 10:49 PAGE 3/5 Fax Server

one and the same agreement. The parties agree and intend that a signature by facsimile machine shall bind the party so signing with the same effect as though the signature was an original provided that the original executed copy of the Amendment is furnished to the other party within three business days.

8. Any terms and conditions of the Agreement in conflict with this Amendment are hereby terminated. All other terms and conditions of the Agreement not in conflict with this Amendment are hereby ratified and confirmed.
- 9.
10. The **Effective Date** of this Amendment shall be the date upon the last of Gulf Winds and Holiday executes this Amendment, but in no event later than July 13, 2005.

IN WITNESS WHEREOF, the parties have set their hands on the day and date first above written.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Holiday as of the day and year first above written.

WITNESSES

Sign Tanjah Brook
 Print Tanjah Brook
 Sign Brenda L. Steih
 Print Brenda L. Steih
 Sign Tanjah Brook
 Print Tanjah Brook
 Sign Brenda L. Steih
 Print Brenda L. Steih

GULF WINDS

GULF WINDS, LLLP, a Florida limited liability partnership

By: [Signature]
 Name: James Dreher
 Title: General Partner
 Date: 7/13/05

By: [Signature]
 Name: Mike Ryan
 Title: General Partner
 Date: 7/13/05

WITNESSES

Sign Kathy Mazza
 Print Kathy Mazza
 Sign William D. Cooper
 Print William D. Cooper

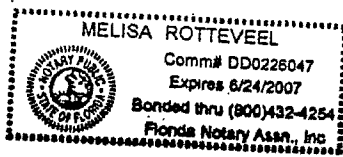
HOLIDAY

HOLIDAY UTILITY COMPANY., a Florida corporation

By: [Signature]
 Print: Gary Deremer
 Title: President
 Date: 7-12-05

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 13 day of July, 2005, by James Dreher, general partner of Gulf Winds, LLLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me provided _____ as identification.

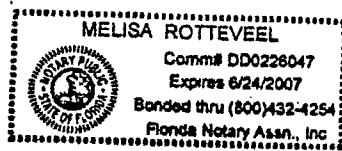


Melisa Rotteveel
Notary Public

Notary Seal

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 13 day of July, 2005, by Mike Ryan, general partner of Gulf Winds, LLLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me provided _____ as identification.

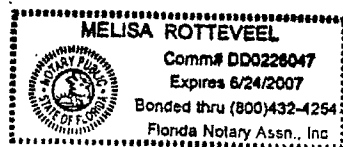


Melisa Rotteveel
Notary Public

Notary Seal

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 12 day of July, 2005, by Gary Deremer, president of Holiday Utility Company, a Florida corporation, on behalf of the corporation. He is personally known to me provided _____ as identification.



Melisa Rotteveel
Notary Public

Notary Seal

Johnson, Pope LLP 7/14/2005 8:21 PAGE 3/3 Fax Server

Parcel 3

A portion of Tampa-Tarpon Springs Land Company Subdivision of Section 35, Township 26 South, Range 15 East, as shown on plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida, further described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 35; thence South $89^{\circ}33'56''$ West, 283.01 feet; thence North $00^{\circ}09'23''$ East, 1,323.94 feet for a POINT OF BEGINNING; thence continue North $00^{\circ}09'23''$ East, 100.00 feet; thence North $89^{\circ}39'42''$ East, 100.00 feet; thence South $00^{\circ}09'23''$ West, 100.00 feet; thence South $89^{\circ}39'42''$ West, 100.00 feet to the POINT OF BEGINNING.

Containing .23 acres, more or less.


Parcel 4

A parcel of land being a portion of the Southwest 1/4 of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 35, Township 26 South, Range 15 East, Pasco County, Florida; thence $N89^{\circ}54'27''E$, along the South line of the Southwest 1/4 of said Section 35 (being the base of bearings for this Legal Description), for 1,468.47 feet; thence leaving said South line of the Southwest 1/4 of Section 35, $N00^{\circ}09'57''E$, for 805.03 feet to the point of intersection with the Westerly extension of the North line of that certain property described in Official Records Book 837, Page 1598 of the Public Records of Pasco County, Florida; thence $N89^{\circ}54'11''E$, along said Westerly extension of the North line of that certain property described in Official Records Book 837, Page 1598, and the North line of said property described in Official Records Book 837, Page 1598, respectively, for 691.68 feet to the point of intersection with the West line of HOLIDAY LAKES WEST UNIT FOUR, as recorded in Plat Book 23, Pages 3 and 4 of the Public Records of Pasco County, Florida, same being the point of intersection with the West Right-of-way line of Sweetbrier Drive, according to said HOLIDAY LAKES WEST UNIT FOUR, same also being the Northeast corner of said Official Records Book 837, Page 1598; thence $N00^{\circ}09'50''E$, along said West line of HOLIDAY LAKES WEST UNIT FOUR, same being said West Right-of-way line of Sweetbrier Drive, for 523.40 feet to a Northwest corner of said HOLIDAY LAKES WEST UNIT FOUR, same being the Northwest corner of the Right-of-way of Sweetbrier Drive, same also being the POINT OF BEGINNING; thence continue, $N00^{\circ}09'50''E$, along the Northerly extension of said West line of HOLIDAY LAKES WEST UNIT FOUR, for 100.60 feet; thence $N00^{\circ}09'19''E$, for 76.54 feet to the point of curvature of a curve concave Westerly; thence Northerly, along the arc of said curve, having a radius of 2050.00 feet, a central angle of $34^{\circ}50'04''$, an arc length of 1317.91 feet, and a chord bearing $N18^{\circ}15'43''W$, for 1295.33 feet to the point of intersection with the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 35, same being the point of intersection with a non-tangent line; thence $N89^{\circ}06'05''E$, along said North line of the Northeast 1/4 of the Southwest 1/4 of Section 35, for 121.86 feet to the Northwest corner of that certain property described in Official Records Book 6056, Page 1974 of the Public Records of Pasco County, Florida, same being the point of intersection with a non-tangent curve, concave Westerly, said point being $S89^{\circ}06'05''W$, a distance of 561.74 feet from the Center of said Section 35; thence leaving said North line of the Northeast 1/4 of the Southwest 1/4 of Section 35, Southeasterly, along the arc of said curve, same being the Westerly line of said property described in Official Records Book 6056, Page 1974, and the Easterly line of that certain property described in Official Records Book 6056, Page 1971, of the Public Records of Pasco County, Florida, respectively, from a radial bearing of $N55^{\circ}13'17''E$, having a radius of 2,150.00 feet, a central angle of $34^{\circ}56'02''$, an arc length of 1,310.89 feet, and a chord bearing $S17^{\circ}18'42''E$ for 1290.67 feet to the point of tangent; thence leaving said Easterly line of that certain property described in Official Records Book 6056, Page 1971, $S00^{\circ}09'18''W$, for 18.25 feet to the Northwest corner of Lot 309, of said HOLIDAY LAKES WEST UNIT FOUR; thence $S00^{\circ}09'50''W$, along the West line of said Lot 309, HOLIDAY LAKES WEST UNIT FOUR, for 100.62 feet to Southwest corner of said Lot 309, HOLIDAY LAKES WEST UNIT FOUR, same being the point of intersection with the North Right-of-way line of said Sweetbrier Drive, same also being a North line of said HOLIDAY LAKES WEST UNIT FOUR; thence $N89^{\circ}59'51''W$, along said North Right-of-way line of Sweetbrier Drive, for 100.00 feet to the POINT OF BEGINNING.

Containing 143,126 square feet, or 3.286 acres, more or less.

EXHIBIT "B" to
First Amendment to Agreement
Page 2 of 2



GD

Johnson, Pope LLP 7/14/2005 8:21 PAGE 2/3 Fax Server

Parcel 1

A portion of the Southwest 1/4 of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being more fully described as follows:

Commence at the Southwest corner of said Section 35, thence North 89°54'27" East, along the south line of said Southwest 1/4, 30.00 feet to the Point of Beginning; thence North 00°10'25" West, along the Easterly right-of-way line of Calvary Road (as maintained) 991.84 feet to a point on the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35, thence North 89°36'45" East, along said South line and its Easterly extension, 1,444.48 feet; thence South 00°09'54" West, 999.29 feet to a point on the South line of the Southwest 1/4 of said Section 35, thence South 89°54'27" West, along said South line of the Southwest 1/4, 1,438.55 feet to the Point of Beginning.

Parcel 2

A portion of the Southwest 1/4 of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being more fully described as follows:

Commence at the Southwest corner of said Section 35, thence run along the South line of the Southwest 1/4 of said Section 35, North 89°54'27" East, 30.00 feet; thence along the Easterly right-of-way line of Calvary Road (as maintained), North 00°10'25" West, 991.84 feet to a point on the South line of the North 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35; thence along said South line and its Easterly extension, North 89°36'45" East, 656.30 feet to the Point of Beginning; thence North 03°07'43" West, 332.08 feet; thence South 89°30'54" West, 5.00 feet to a point on the East line of the West 1/4 of the Southwest 1/4 of said Section 35; thence along said East line North 00°01'43" West, 351.70 feet; thence along the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 35, North 89°25'02" East, 332.52 feet; thence along the East line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 35, North 00°02'36" East, 332.27 feet; thence along the South line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35, North 89°19'11" East, 332.94 feet; thence along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 35, North 00°06'55" East, 665.88 feet to a point on the East-West centerline of said Section 35, thence along said East-West centerline, North 89°07'35" East 631.67 feet; thence 1,317.84 feet along the arc of a 2,050.00 foot radius curve concave to the Southwest, subtended by a chord distance of 1,295.27 feet which bears South 18°15'36" East, thence South 00°09'23" West, 18.54 feet; thence along the West boundary of Holiday Lakes West Unit Four and its Northerly extension as shown on plat recorded in Plat Book 25, Pages 3 and 4 of the Public Records of Pasco County, Florida, South 00°09'54" West, 624.00 feet; thence along the North line of the Gulfside Elementary School property and its Westerly extension, South 89°54'27" West, 891.75 feet; thence North 00°08'54" East, 189.29 feet; thence South 89°36'45" West, 788.16 feet to the Point of Beginning.

Less Outparcel Tract "M" described as follows:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 89°54'27" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°10'25" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CALVARY ROAD (AS MAINTAINED) 446.43 FEET; THENCE NORTH 89°54'27" EAST, 251.00 FEET; THENCE SOUTH 00°10'25" EAST, 446.43 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 89°54'27" WEST, ALONG SAID SOUTH LINE, 251.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

EXHIBIT "B" to
First Amendment to Agreement
Page 1 of 2



Water and Wastewater Operations, Maintenance, Design, Management

Existing Certificate Description

Description for Holiday Utility Company Involving the Territory Applied for in Pasco County, Florida.

Township 26 South, Range 15 East

A parcel of land in the Holiday Utility Company's service area more particularly described as follows:

Commence at the SW corner of the SE $\frac{1}{4}$ of Section 24 for a Point of Beginning; thence run North along the West line of the SE $\frac{1}{4}$ of said Section 24, a distance of 1,100 feet, more or less, to the South line of Beacon Square Unit 12 as recorded in Plat Book 9, Page 70 of the Public Records of Pasco County, Florida; thence East along the South line of said Beacon Square Unit 12, a distance of 1,103 feet, more or less, to the SE corner of Lot 1467 of said Unit 12; thence North a distance of 220 feet, more or less, to the NE corner of Lot 1450 of said Unit 12; thence East, a distance of 62.75 feet, more or less, to the SE corner of Lot 1225 of Beacon Square Unit 10-A as recorded in Plat Book 9, pages 63 and 64 of the Public Records of Pasco County Florida; thence North a distance of 85 feet, more or less, to the NE corner of said Lot 1225; thence East a distance of 250.74 feet, more or less, to the NW corner of Lot 1229 of Beacon Square Unit 11-A as recorded in Plat Book 9, page 73 of the Public Records of Pasco County, Florida; thence South a distance 85.51 feet, more or less, to the SW corner of said Lot 1229; thence East a distance of 40 feet, more or less, to the SE corner of said lot 1229; thence North a distance of 85.72 feet, more or less, to the NE corner of said Lot 1229; thence East a distance of 1,188.80 feet, more or less to the NE corner of Lot 1247 of said Unit 11-A; thence South a distance of 92.00 feet, more or less, to the SE corner of said Lot 1247; thence East along the South boundary of Beacon Square Unit 6 as recorded in Plat Book 8, page 139 of the Public Records of Pasco County, Florida; and along the South Boundary of Beacon Square Unit 5, as recorded in Plat book 9, page 103 of the Public Records of Pasco County, Florida; and along the South boundary of Beacon Square Unit 1, as recorded in Plat Book 8, page 37 of the Public Records of Pasco County, Florida; and along the South boundary of Beacon Square Unit 1-A as recorded in Plat Book 8, page 112 of the Public Records of Pasco County, Florida, a distance of 2,631.97 feet, more or less, to the Westerly right-of-way State Road No. 55, Section 14030 (U.S. Highway 19), as it is now established; thence South along said right-of-way, a distance of 1898 feet, more or less, to a point on the North right-of-way of Plaza Drive as it is now constructed; thence S89°10'44"W, a distance of 1279 feet, more or less, to a point on the East boundary of an existing utility easement; thence S01°13'29"E, a distance of 744 feet, more or less, to the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30; thence West

along said South line a distance of 1392 feet, more or less, to the SW corner of the NW $\frac{1}{4}$ of said Section 30; thence West along the South line of the North $\frac{1}{4}$ of Section 25, a distance of 2,640 feet, more or less, to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 25; thence North along the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 25, a distance of 1,320 feet, more or less, to the Point of Beginning;

Also

Commence at the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, for a Point of Beginning; thence run South along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, thence continue South along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, to the South line of said Section 35; thence West along the South line of said Section 35, a distance of 660 feet, more or less, to the NE corner of Tract 22 of Tampa-Tarpon Springs Land Company Subdivision of Section 2, Township 27 South, Range 15 East, as recorded in Plat Book 1, page 116 of the Public Records of Hillsborough County of which Pinellas County formerly was part; thence South along the East line of said Tract 22 and its Southerly extension thereof, a distance of 2,165 feet, more ore less, to the mean high water line of the North Bank of the Anclote River; thence meander in a Northwesterly direction along said mean high water line, a distance of 3,590 feet, more or less, to the Easterly boundary of the property owned by the Florida Power Company, as described in the final judgment of Civil Circuit No. 2015 dated February 23,1971 and recorded February 23, 1971 in Official Records Book No. 531, page 31 as Clerk's Instrument No. 263921 of the Public Records of Pasco County, Florida; thence North along the Easterly boundary of said Florida Power Company Property, a distance of 2,670 feet, more or less, to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 26 South, Range 15 East; thence East a distance of 1,320 feet, more or less, along the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 34; thence continue Ease along the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1, 320 feet, more or less, to the Point of Beginning.

Less

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of Section 30, Township 26 South, Range 16 East; thence S89°03'03"W, a distance of 104.34 feet; thence N01°21'03"E, along the West right-of-way line of U.S. Highway 19 as it is now constructed, 2,061.39 feet, more or less, to the North right-of-way line of Plaza Drive as it is now constructed, for a Point of Beginning; thence due West for 1300 feet, more or less, along said right-of-way; thence due North 250 feet, more or less, to the North boundary of a parcel of land described in Official Records 509, page 20 of the Official Records of Pasco County; thence due East 1300 feet, more or less, along said boundary to the West right-of-way line of U.S. Highway 19; thence due South along the said right-of-way 250 more or less to the Point of Beginning.

U.S. Water



Services Corporation

Water and Wastewater Operations, Maintenance, Design, Management

Description of the Deletion of Gulf Winds

Commence at the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 26 South, Range 15 East, for a Point of Beginning; thence run South along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 660 feet, more or less; thence continue South along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, to the South line of said Section 35; thence West along the South line of said Section 35, a distance of 1,320 feet, more or less, to the SW corner of said Section 35; thence north along the West line of the SW $\frac{1}{4}$ of said Section 35, a distance of 991.69 feet; thence N89°36'45"E, a distance of 686.30 feet; thence N00°09'54"W, a distance of 428.88 feet; thence N00°04'04"E, a distance of 236.37 feet; thence N89°19'55"E, a distance of 332.74 feet; thence N00°04'51"E, a distance of 332.75 feet, more or less, to the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35; thence East along the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 333.19 feet, more or less, to the Point of Beginning.

D



Water and Wastewater Operations, Maintenance, Design, Management

Proposed Holiday Utility Service Territory

Description for Holiday Utility Company Involving the Territory Applied for in Pasco County, Florida.

A parcel of land in the Holiday Utility Company's service area more particularly described as follows:

Commence at the SW corner of the SE $\frac{1}{4}$ of Section 24, Township 26 South, Range 15 East, for a Point of Beginning; thence run North along the West line of the SE $\frac{1}{4}$ of said Section 24, a distance of 1,100 feet, more or less, to the South line of Beacon Square Unit 12 as recorded in Plat Book 9, Page 70 of the Public Records of Pasco County, Florida; thence East along the South line of said Beacon Square Unit 12, a distance of 1,103 feet, more or less, to the SE corner of Lot 1467 of said Unit 12; thence North a distance of 220 feet, more or less, to the NE corner of Lot 1450 of said Unit 12; thence East, a distance of 62.75 feet, more or less, to the SE corner of Lot 1225 of Beacon Square Unit 10-A as recorded in Plat Book 9, pages 63 and 64 of the Public Records of Pasco County Florida; thence North a distance of 85 feet, more or less, to the NE corner of said Lot 1225; thence East a distance of 250.74 feet, more or less, to the NW corner of Lot 1229 of Beacon Square Unit 11-A as recorded in Plat Book 9, page 73 of the Public Records of Pasco County, Florida; thence South a distance 85.51 feet, more or less, to the SW corner of said Lot 1229; thence East a distance of 40 feet, more or less, to the SE corner of said lot 1229; thence North a distance of 85.72 feet, more or less, to the NE corner of said Lot 1229; thence East a distance of 1,188.80 feet, more or less to the NE corner of Lot 1247 of said Unit 11-A; thence South a distance of 92.00 feet, more or less, to the SE corner of said Lot 1247; thence East along the South boundary of Beacon Square Unit 6 as recorded in Plat Book 8, page 139 of the Public Records of Pasco County, Florida; and along the South Boundary of Beacon Square Unit 5, as recorded in Plat book 9, page 103 of the Public Records of Pasco County, Florida; and along the South boundary of Beacon Square Unit 1, as recorded in Plat Book 8, page 37 of the Public Records of Pasco County, Florida; and along the South boundary of Beacon Square Unit 1-A as recorded in Plat Book 8, page 112 of the Public Records of Pasco County, Florida, a distance of 2,631.97 feet, more or less, to the Westerly right-of-way State Road No. 55, Section 14030 (U.S. Highway 19), as it is now established; thence South along said right-of-way, a distance of 1,898 feet, more or less, to a point on the North right-of-way of Plaza Drive as it is now constructed; thence S89°10'44"W, a distance of 1,279 feet, more or less, to a point on the East boundary of an existing utility easement; thence S01°13'29"E, a distance of 744 feet, more or less, to the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30; thence West along said South line a distance of 1,392 feet, more or

less, to the SW corner of the NW $\frac{1}{4}$ of said Section 30; thence West along the South line of the North $\frac{1}{4}$ of Section 25, a distance of 2,640 feet, more or less, to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 25; thence North along the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 25, a distance of 1,320 feet, more or less, to the Point of Beginning;

Also

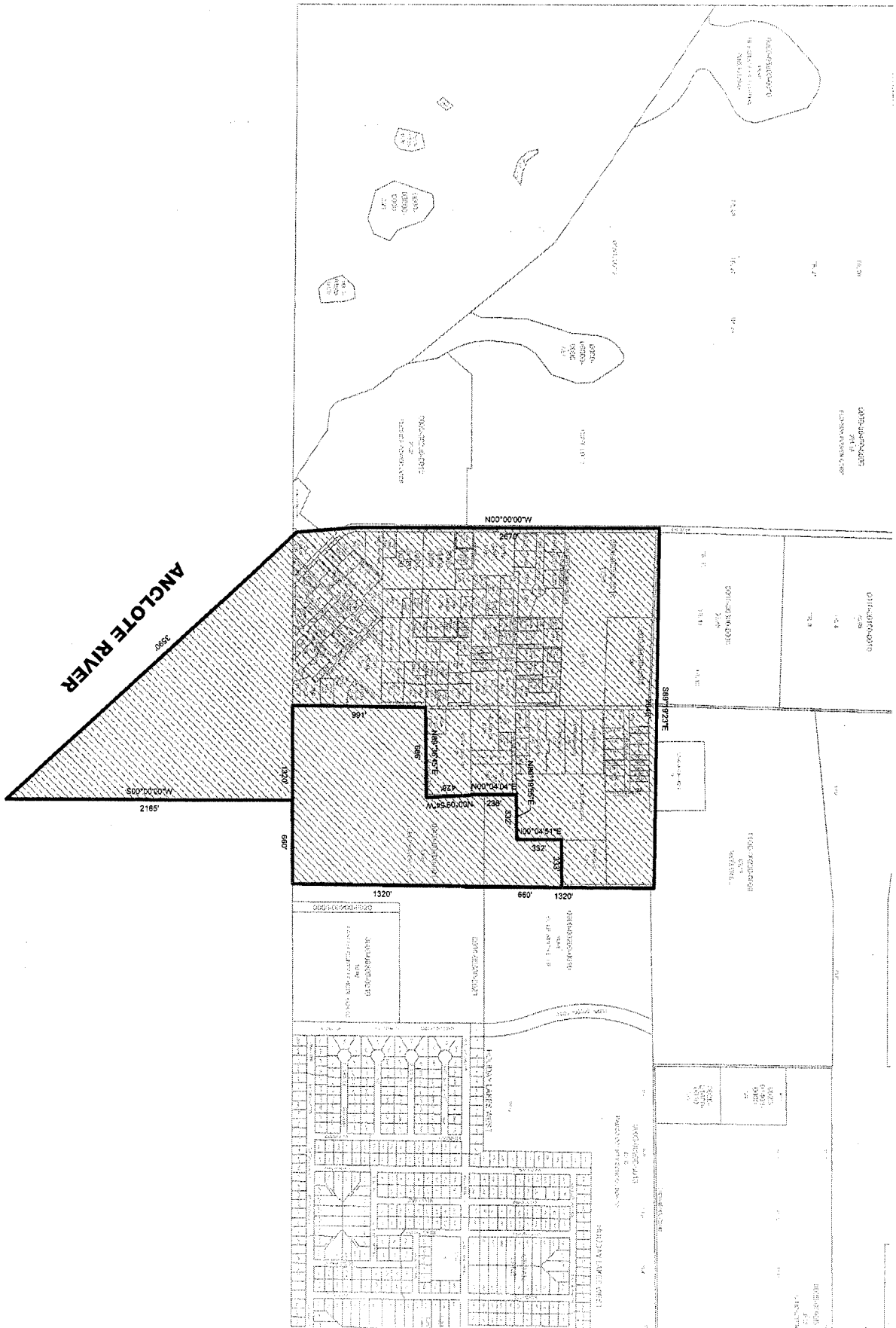
Commence at the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, for a Point of Beginning; thence run South along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, thence continue South along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, to the South line of said Section 35; thence West along the South line of said Section 35, a distance of 660 feet, more or less, to the NE corner of Tract 22 of Tampa-Tarpon Springs Land Company Subdivision of Section 2, Township 27 South, Range 15 East, as recorded in Plat Book 1, page 116 of the Public Records of Hillsborough County of which Pinellas County formerly was part; thence South along the East line of said Tract 22 and its Southerly extension thereof, a distance of 2,165 feet, more ore less, to the mean high water line of the North Bank of the Anclote River; thence meander in a Northwesterly direction along said mean high water line, a distance of 3,590 feet, more or less, to the Easterly boundary of the property owned by the Florida Power Company, as described in the final judgment of Civil Circuit No. 2015 dated February 23, 1971 and recorded February 23, 1971 in Official Records Book No. 531, page 31 as Clerk's Instrument No. 263921 of the Public Records of Pasco County, Florida; thence North along the Easterly boundary of said Florida Power Company Property, a distance of 2,670 feet, more or less, to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 26 South, Range 15 East; thence East a distance of 1,320 feet, more or less, along the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 34; thence continue East along the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, to the Point of Beginning.

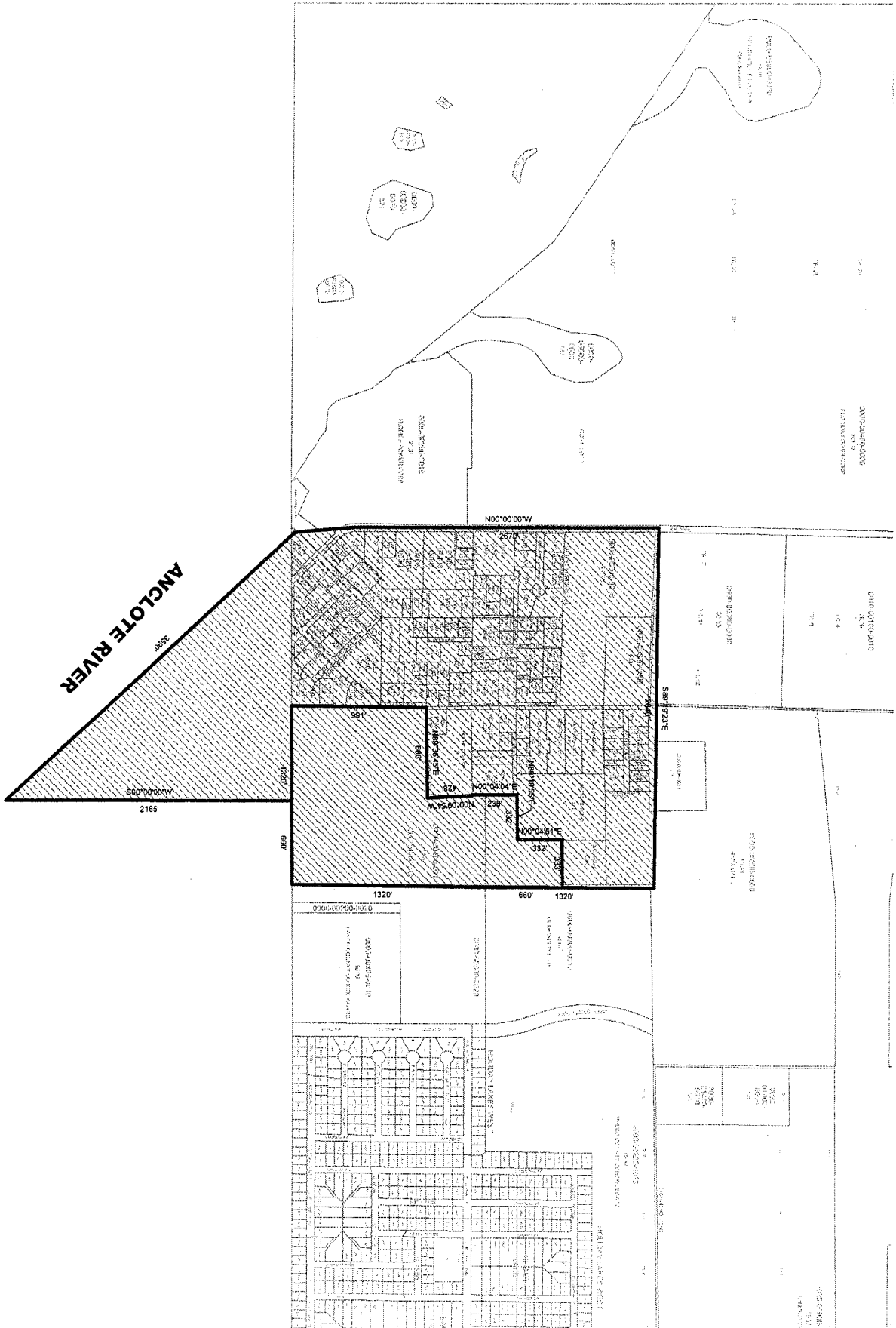
Less

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of Section 30, Township 26 South, Range 16 East; thence S89°03'03"W, a distance of 104.34 feet; thence N01°21'03"E, along the West right-of-way line of U.S. Highway 19 as it is now constructed, 2,061.39 feet, more or less, to the North right-of-way line of Plaza Drive as it is now constructed, for a Point of Beginning; thence due West for 1300 feet, more or less, along said right-of-way; thence due North 250 feet, more or less, to the North boundary of a parcel of land described in Official Records 509, page 20 of the Official Records of Pasco County; thence due East 1300 feet, more or less, along said boundary to the West right-of-way line of U.S. Highway 19; thence due South along the said right-of-way 250 more or less to the Point of Beginning.

Also less

Commence at the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 26 South, Range 15 East, for a Point of Beginning; thence run South along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 660 feet, more or less; thence continue South along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, to the South line of said Section 35; thence West along the South line of said Section 35, a distance of 1,320 feet, more or less, to the SW corner of said Section 35; thence north along the West line of the SW $\frac{1}{4}$ of said Section 35, a distance of 991.69 feet; thence N89°36'45"E, a distance of 686.30 feet; thence N00°09'54"W, a distance of 428.88 feet; thence N00°04'04"E, a distance of 236.37 feet; thence N89°19'55"E, a distance of 332.74 feet; thence N00°04'51"E, a distance of 332.75 feet, more or less, to the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35; thence East along the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 333.19 feet, more or less, to the Point of Beginning.







Water and Wastewater Operations, Maintenance, Design, Management

Proposed Holiday Utility Service Territory

Description for Holiday Utility Company Involving the Territory Applied for in Pasco County, Florida.

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Commence at the SW corner of the SE $\frac{1}{4}$ of Section 24, Township 26 South, Range 15 East, for a Point of Beginning; thence run North along the West line of the SE $\frac{1}{4}$ of said Section 24, a distance of 1,100 feet, more or less, to the South line of Beacon Square Unit 12 as recorded in Plat Book 9, Page 70 of the Public Records of Pasco County, Florida; thence East along the South line of said Beacon Square Unit 12, a distance of 1,103 feet, more or less, to the SE corner of Lot 1467 of said Unit 12; thence North a distance of 220 feet, more or less, to the NE corner of Lot 1450 of said Unit 12; thence East, a distance of 62.75 feet, more or less, to the SE corner of Lot 1225 of Beacon Square Unit 10-A as recorded in Plat Book 9, pages 63 and 64 of the Public Records of Pasco County Florida; thence North a distance of 85 feet, more or less, to the NE corner of said Lot 1225; thence East a distance of 250.74 feet, more or less, to the NW corner of Lot 1229 of Beacon Square Unit 11-A as recorded in Plat Book 9, page 73 of the Public Records of Pasco County, Florida; thence South a distance 85.51 feet, more or less, to the SW corner of said Lot 1229; thence East a distance of 40 feet, more or less, to the SE corner of said lot 1229; thence North a distance of 85.72 feet, more or less, to the NE corner of said Lot 1229; thence East a distance of 1,188.80 feet, more or less to the NE corner of Lot 1247 of said Unit 11-A; thence South a distance of 92.00 feet, more or less, to the SE corner of said Lot 1247; thence East along the South boundary of Beacon Square Unit 6 as recorded in Plat Book 8, page 139 of the Public Records of Pasco County, Florida; and along the South Boundary of Beacon Square Unit 5, as recorded in Plat book 9, page 103 of the Public Records of Pasco County, Florida; and along the South boundary of Beacon Square Unit 1, as recorded in Plat Book 8, page 37 of the Public Records of Pasco County, Florida; and along the South boundary of Beacon Square Unit 1-A as recorded in Plat Book 8, page 112 of the Public Records of Pasco County, Florida, a distance of 2,631.97 feet, more or less, to the Westerly right-of-way State Road No. 55, Section 14030 (U.S. Highway 19), as it is now established; thence South along said right-of-way, a distance of 1,898 feet, more or less, to a point on the North right-of-way of Plaza Drive as it is now constructed; thence $S89^{\circ}10'44''W$, a distance of 1,279 feet, more or less, to a point on the East boundary of an existing utility easement; thence $S01^{\circ}13'29''E$, a distance of 744 feet, more or less, to the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30; thence West along said South line a distance of 1,392 feet, more or

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Also

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Less

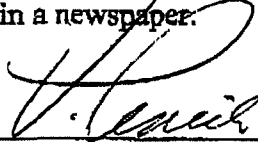
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Also less

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PART III: EXHIBITS A, B & C

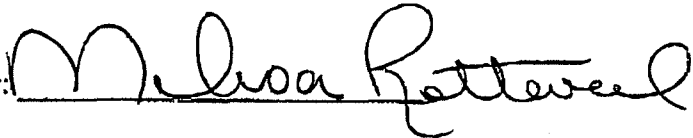
I, VICTORIA PENICK, REPRESENTATIVE OF HOLIDAY UTILITY COMPANY, INC., do solemnly swear and affirm that the attached legal notice of actual application was given in accordance with Section 367.045 (1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, sent by regular mail on and between 01/22/04-01/25/04, to all entities required to be notified, as referenced on the attached list that was provided 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 on 01/23/04 as published in a newspaper.

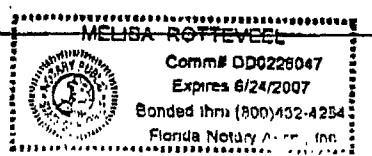
By: 
Victoria Penick
U.S. Water Services Corporation
Authorized Representative

Notarized:

State of Florida
County of Pasco

Sworn and subscribed before me on this date 01/28/04 by Victoria Penick, personally known to me.

Notary: 

Stamp: 

000394746

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
RE: Holiday Utility

_____ in the _____ Court
was published in said newspaper in the issues of
January 23, 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 23rd day
of January, 2004.

Angela L.L. Hanley
Signature of Notary Public

Personally known X or produced identification _____

Type of identification produced _____

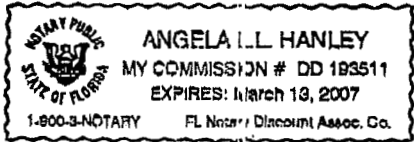
LEGAL NOTICE

Notice is hereby given on January 23, 2004, pursuant to Section 387.071, Florida Statutes, of the amended and related declaration for a transfer of majority of organization/control and management of certificates of Holiday Utility Company, the Holiday Utility Company, from Elaine Mickler, individually, The Estate of Barclay L. Mickler, and Shareholders of Holiday Waterworks Corporation and Shareholders, providing service to the following described territory in Pasco County, Florida:

Commencing at the Southwest corner of Section 24, Township 26 South, Range 13 East, Pasco County, Florida, to include a portion of said Section 24, and a portion of Section 19, Township 26, Range 13; and a portion of Section 30, Township 26 South, Range 13 East; and a portion of Section 25, Township 26 South, Range 13 East; and a portion of Section 26, Township 26 South, Range 13 East; and a portion of Section 27, Township 26, Range 13 West; and a portion of Section 34, Township 26, Range 13 West; and inclusive of Section 35, Township 26 South, Range 13 East; and a portion of Tract 22 of Tamco-Torpan 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 9, Township 27 South, Range 13 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 Shalimar Oak Boulevard, Tallahassee, Florida 32399-0000, 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 E, New Port Richey, Florida 34652.
(800)347-1165, 1/23/04



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, sent by regular mail on 05/18/04, to all entities required to be notified, as referenced on the attached list that was provided 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 on 03/31/04 as published in a newspaper.

By: 
Victoria Penick
U.S. Water Services Corporation
Authorized Representative

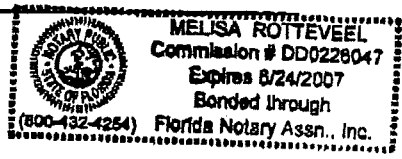
Notarized:

State of Florida
County of Pasco

Attested before me on this date May 19, 2004 by Victoria Penick, personally known to me.

Notary: 

Stamp:



001029520

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 related application for a transfer of majority or beneficial control and amendment of certificate of Holiday Utility Company, Inc. to 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 18 East, Pasco County, Florida, to include a portion of said Section 24, and a portion of Section 19, Township 26, Range 18, and a portion of Section 20, Township 26 South, Range 18 East; and a portion of Section 25, Township 26 South, Range 18 East; and a portion of Section 26, Township 26 South, Range 18 East; and a portion of Section 27, Township 26, Range 18 West; and a portion of Section 24, Township 26, Range 18 West; and inclusive of Section 25, Township 26 South, Range 18 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 9, Township 27 South, Range 15 East.

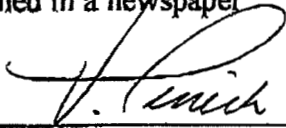
Any objection to the said application must be made in writing and filed with the Director, Division of the Commissioner Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0006, within thirty (30) days from the date of this notice. 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, (800)1029520, 3/31/04.

NOTARY PUBLIC
STATE OF FLORIDA
ANGELA L.L. HANLEY
MY COMMISSION # DD 193511
EXPIRES: March 18, 2007
1-800-3-NOTARY FL Notary Discount Assoc. Co.

PART III: EXHIBITS A, B & C

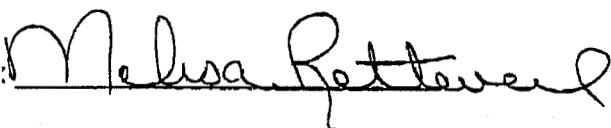
I, VICTORIA PENICK, REPRESENTATIVE OF HOLIDAY UTILITY COMPANY, INC., do solemnly swear and affirm that the attached legal notice of actual application was given in accordance with Section 367.045 (1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, sent by regular mail on and between 05/14-05/19/04, to all entities required to be notified, as referenced on the attached list that was provided 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 on 05/21/04 as published in a newspaper

By: 
Victoria Penick
U.S. Water Services Corporation
Authorized Representative

Notarized:

State of Florida
County of Pasco

Sworn and subscribed before me on this date May 31st, 2004 by Victoria Penick, personally known to me.

Notary: 

Stamp: 

001098373

PASCO TIMES

An Edition of the St. Petersburg Times

Published Daily

Port Richey, Pasco County, Florida

STATE OF FLORIDA COUNTY OF PASCO:

Before the undersigned authority personally appeared Linda Compton who on oath says that she is Legal Clerk of the Pasco Times a daily newspaper published at Port Richey, in Pasco County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter of RE: Legal Notice

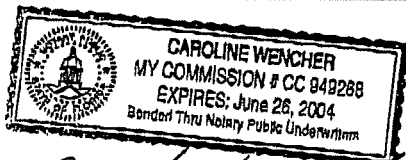
Re: U.S. Water Services

_____ in the _____ Court was published in said newspaper in the issues of May 21, 2004

Affiant further says the said Pasco Times is a newspaper published at Port Richey, in said Pasco County, Florida, and that the said newspaper has heretofore been continuously published in said Pasco County, Florida, each day and has been entered as second class mail matter at the post office in Port Richey in said Pasco 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.

Linda Compton
Signature of Affiant

Sworn to and subscribed before me this 21st day of May, 2004.



Caroline Wencher
Signature of Notary Public

Personally known or produced identification _____

Type of identification produced _____

LEGAL NOTICE

Notice is hereby given on May 13, 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 Barclay L. Mickler and Shareholders to Holiday Waterworks Corporation and Shareholders, providing service to the following described territory in Pasco and Pinellas County, Florida.

Commencine 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 13 East; and a portion of Section 27, Township 26, Range 13 West; and a portion of Section 34, Township 26, Range 15 West; and inclusive of Section 33, 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 1/2 Southern 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. (001098373) 5/21/04

... damage shall be payable within 90 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

demande if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNERS
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski
President

SERIAL

OPM - 2554742 - 14620

FUND OWNER'S FORM

Schedule A

Policy No.: OPM-2554742 Effective Date: August 26, 2004 Agent's File Reference: 14620 at 12:13 P.M. 04-33

Amount of Insurance: \$ 20,000.00

1. Name of Insured:

HOLIDAY WATERWORKS CORP., a Florida corporation

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 6001, Page 1189, of the Public Records of Pasco County, Florida.

3. The land referred to in this policy is described as follows:

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 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. Containing 5.340 acres more or less.

ALLGOOD & MISEMER, P.A. ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

385 AGENT NO.

Handwritten signature of Kenneth R. Misemer

Kenneth R. Misemer

5645 Nebraska Avenue

New Port Richey, Florida 34652

MAILING ADDRESS

CITY

ZIP

FUND OWNER'S FORM**Schedule B**

Policy No.: OPM-2554742-14620

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records. Parcel 34-26-15-0010-00100-0000
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. The West 60 feet of subject property subject to an easement for ingress and egress.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS**1. Definition of Terms**

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or intervened

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant, any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination; Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

PART IX AFFIDAVIT

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

BY: [Signature]
Applicant's Signature
Gary Deemer
Applicant's Name (Typed)
Pres. Holiday Waterworks Corp.
Applicant's Title *

Subscribed and sworn to before me this 30th day in the month of January
in the year of 2006 by Gary Deemer who is personally known to me X
or produced identification _____
Type of Identification Produced



Melisa Rotteveel
Notary Public's Signature
Melisa Rotteveel
Print, Type or Stamp Commissioned
Name of Notary Public

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