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August 15, 2006

By Hand Delivery

Ms. Blanca S. Bayo, Director
Division of Commission Clerk
And Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

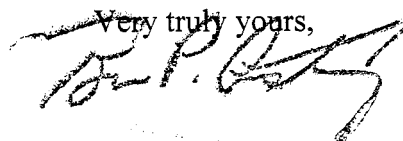
Re: Docket No. 030458-WU: Amended And Restated Application For Transfer Of
Majority Organizational Control And Amendment To Certificate

Dear Ms. Bayo:

Transmitted herewith is an original and six copies of the testimony of Gary Deremer in support of the request of Holiday Waterworks Corporation for an amendment of its Certificate of Authority.

Please acknowledge receipt of this testimony by date-stamping the enclosed copy of this letter and returning it to the person filing this information.

Thank you for your assistance in connection with this matter.

Very truly yours,


Brian P. Armstrong

cc: Joseph Richards, Esq. by FedEx

DOCUMENT NUMBER-DATE

07348 AUG 16 06

FPSC-COMMISSION CLERK

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. 030458-WU

3 HOLIDAY WATERWORKS CORPORATION

4 APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL AND

5 AMENDMENT OF CERTIFICATE

6 NO. 224-W IN PASCO COUNTY

7 PREFILED DIRECT TESTIMONY OF GARY DEREMER

8
9 Q. Please state your name and address.

10 A. My name is Gary Deremer, and my address is 5320 Captains Court, New Port Richey,
11 Florida, 34652.

12 Q. By whom are you employed and in what capacity?

13 A. I am employed by U.S. Water Services Corporation (U.S. Water). I am the Corporate
14 President.

15 Q. What are your duties and responsibilities?

16 A. I am responsible for all aspects of the day to day operation of U.S. Water including
17 technical operation and business management.

18 Q. What is your experience in the water and wastewater utility industry?

19 A. I have extensive experience in the water and wastewater industry dating back more than
20 twenty years, as demonstrated by my resume which is included as Exhibit ____ (GD-1)
21 to this testimony.

DOCUMENT NUMBER-DATE

07348 AUG 16 8

FPSC-COMMISSION CLERK

1 Q. Was the Amended and Restated Application of Holiday for Transfer of Majority
2 Organizational Control and Amendment of Certificate No. 224-W prepared by you or
3 under your direct supervision and control?

4 A. Yes, in association with our attorneys, I prepared the application and exhibits thereto. I
5 also supervised the preparation and filing of the information filed with the Commission
6 by letter dated January 31, 2006, from our attorney in this proceeding. I have included
7 the legal description of the entire service area for which Holiday requests authority to
8 serve in Exhibit ____ (GD-2). Holiday has filed the map required by Commission rule
9 with the Commission.

10 Q. Could you briefly describe your educational background?

11 A. My educational background and professional memberships are provided in detail in
12 Exhibit ____ (GD-1). I have been certified in both water and wastewater operations and I
13 have conducted numerous training sessions regarding pertinent industry issues for many
14 groups and for many years.

15 Q. Does Holiday have the managerial, technical and financial ability to provide service to the
16 entire De Facto Service Area?

17 A. Yes, we do.

18 Q. Could you briefly describe your work experience as reflected in Exhibit ____ (GD-1)?

19 A. Yes. I have participated in the water and wastewater industry for many years. Most
20 recently, I am serving as President of US Water which operates and manages several
21 hundred government and private utility systems throughout the State of Florida. I am
22 also the President of Holiday Waterworks Corporation (Holiday), the applicant in this
23 docket as well as it's subsidiary Holiday Utility Company, Inc., and Community Utilities

1 of Florida, Inc., which owns the Dixie Groves and Virginia City utility systems and also
2 Colonial Manor Utility Company which owns the Colonial Manor system in Pasco
3 County, each of which are regulated by this Commission.

4 Prior to U.S. Water, to which I just referred, I served as General Manager and Vice-
5 President for American Water Services, Inc. I joined American Water when they
6 purchased a company, Azurix North America, that previously had purchased an operating
7 company I founded in 1993, known as H2O Utility Services, Inc.

8 Q. Could you briefly describe Holiday and its corporate affiliates?

9 A. Yes. Holiday is the parent company of Holiday Utility Company, Inc. (The Utility)
10 which was purchased from the estate of Bartley L. Mickler ("Mickler"). Mr. Mickler
11 owned and operated the Utility since he founded the company in 1975. Mr. Mickler
12 created the Utility to provide water service to an entire tract of land that he owned in
13 Pasco County. There now are two corporate officers of Holiday. I am a Director and
14 President and own 100% of Holiday. Victoria Penick is the Secretary/Treasurer of the
15 Company. My net worth has not changed materially from the position reflected as part of
16 Exhibit ____ (GD-5), which I will introduce later in this testimony. Also, we do not
17 expect any further significant equity capital will be required to be invested in the Holiday
18 system.

19 Q. When was the Holiday system purchased?

20 A. The closing took place on April 30, 2003. Since that time, Holiday has owned and
21 operated the system. We have invested significant capital in the system and made
22 changes to management procedures including, but not limited to: (1) improved customer
23 service processes, including billing procedures; (2) upgraded plant and equipment

1 including more than \$360,000 of recent improvements to interconnect our system with
2 the City of Tarpon Springs, change to a chloramines disinfection system, add lighting at
3 our facilities, improve fire protection by replacing lines and adding fire hydrants, building
4 new access roads and other improvements; (3) identified the placement of all wells, lines
5 and valves and placed a system map in electronic format; (4) reduced unaccounted for
6 water levels significantly; (5) identified customers previously not being billed; (6)
7 constructed fences around utility facilities; (7) replaced lines and meters; (8) initiated
8 meetings with customers; and (9) conducted a professional engineering analysis of the
9 entire system and held meetings with representatives of the Department of Environmental
10 Protection. In short, we have upgraded the system operation and maintain the system in
11 compliance with all applicable laws and ordinances so as to provide top quality service to
12 our customers. We also remain proud that we receive minimal complaints about our
13 service from customers.

14 Q. Please describe how Holiday operates its utility system.

15 A. Holiday has no direct employees and neither does the Utility. However, it benefits from
16 the efficiencies and economies of scale of a larger utility operation by way of an
17 established operating and administration contract with U.S. Water. Prior to the purchase
18 of Holiday, it was a small system with a few hundred customers that stood on its own in
19 its efforts to comply with applicable laws and regulations, and had trouble even meeting
20 its administrative duties of operating a utility.

21 As a company benefiting from the service of U.S. Water administrative and
22 operating staff, Holiday now is run as part of a professional operation which is comprised

1 of individuals with extensive managerial, financial, customer service, operational,
2 engineering and permitting expertise.

3 The Utility pays US Water a fee on a per customer basis for US Water's provision of all
4 of these services. The Utility recently completed a staff-assisted rate case pursuant to
5 which Holiday's relationship with US Water, including the fees charged to the Utility,
6 received extensive scrutiny by Commission Staff. Upon conclusion of such scrutiny,
7 Staff recommended, and the Commission approved, a rate increase for Holiday. The
8 affiliate transactions and costs associated therewith thus have been reviewed and
9 approved by the Commission. The confirmation of the Utility's authority to serve the
10 territory identified in Exhibit ___ (GD-2), which I will refer to as the De Facto Service
11 Area, will assist Holiday and US Water in maintaining the current fees for as long as
12 possible due to the growth in customers which would be accorded thereby.

13 Q. I show you Exhibit ___ (GD-4), was this exhibit prepared by you or under your direction
14 and supervision?

15 A. Yes. This exhibit provides a copy of the Agreement for Operations, Maintenance and
16 Customer Service pursuant to which Holiday's utility facilities will be operated by U.S.
17 Water Services Corporation. This Agreement provides the terms and conditions by
18 which U.S. Water Service Corporation provides services to Holiday necessary to operate
19 the system. This Agreement has been reviewed and approved by the Commission and
20 Commission Staff on several occasions as to reasonableness of terms, costs and
21 conditions.

22 Q. Does Holiday own any other systems in the State of Florida?

1 A. No. I, Gary Deremer, own other water utility corporations by approval of the Public
2 Service Commission regarding the Virginia City, Dixie Groves and Colonial Manor
3 systems for which the Commission issued us certificate numbers 149-W, 139-W and 153-
4 W, respectively.

5 Q. Have you made the same type of improvements to the management and physical plant for
6 those other utility systems that you just described that were made on the Holiday System?

7 A. Yes. Not all systems required the same level of improvement to physical plant, but the
8 physical plant upgrades needed, administrative and operations improvements have been
9 implemented in all systems that I purchased.

10 Q. Has the Florida Public Commission issued an order approving the acquisition of Holiday
11 by your company?

12 A. Yes. The Commission approved the transfer by Order No. 06-0380 issued on May 8,
13 2006.

14 Q. Has Holiday analyzed its capital needs for the foreseeable future on the Holiday System?

15 A. Yes, we have. In fact, as I will discuss later in this testimony, at this time Holiday
16 believes that we have sufficient facilities in place to be able to meet the needs of future
17 water customers in what I later describe as the De Facto Service Area.

18 Q. How has Holiday financed the capital improvements it has made to the system?

19 A. Holiday has invested stockholders equity and loan proceeds to finance improvements to
20 date.

21 Q. How would Holiday finance any future investment in the system?

22 A. Since acquiring the system, I believe that we have made the necessary investments to be
23 able to provide water service to the entire service area that we have requested in this

1 docket. We intend to work with developers who desire to build within our service area
2 under a developer agreement. These agreements will be consistent with Commission
3 policy concerning the dedication by developers of water distribution lines to Holiday.

4 We believe that Holiday currently has sufficient water capacity, including wells and
5 associated infrastructure to provide for the needs of the service area.

6 Q. Is Holiday requesting that the Commission authorize any change in service availability
7 charges in this docket?

8 A. Holiday management continues to believe that the only additional infrastructure that will
9 be required to serve the existing and additional service area can be funded through
10 contributed property. However, Commission staff has suggested that connection charges
11 may be appropriate. Holiday, therefore, is requesting that the Commission authorize our
12 utility to collect the identical charges currently collected by the Pasco County Utilities
13 Department from customers connecting to the County Utility System. In this way,
14 customers served by Holiday and the County, some of whom may be living across the
15 street from one another, will pay consistent charges. By approving these charges, the
16 Commission will increase Holiday's level of contributions in aid of construction thus
17 benefiting existing customers of Holiday. The Pasco County Utilities Department
18 connection charges are as follows:

19	Residential	Commercial	
20	Water	\$556	\$6,258
21	Sewer	\$1,500	\$17,781
22	Meter	\$116	\$387
23	Deposits	\$120	\$165
24	Tapping	\$270	\$790
25	Fireline	N/A	\$3,139
26	Fireline Extension	N/A	Per Foot

1 Due to the fact that no existing customers of Holiday have paid charges other than
2 those previously authorized by the Commission, which charges shall remain in place and
3 be collected from new customers, and Holiday management's success in collecting
4 contributed property from developers building in the service area, as well as the fact that
5 Holiday continues to suffer from deficient earnings from system operations, it was
6 determined that it would not be prudent to expend funds for accounting and/or rate
7 experts to study the service availability charge issue further.

8 Q. Does Holiday employ engineers?

9 A. Yes, through its contract with US Water. Holiday utilizes engineers on staff who have
10 many years of experience designing and permitting water systems throughout Florida.

11 Q. Could you briefly provide the Commission with background information concerning
12 Holiday's application for an amendment of its water service area?

13 A. Yes. A few issues have arisen concerning the history of this utility system since Holiday
14 filed its original application in this docket. The most significant issue concerns the
15 delineation of the authorized service area for Holiday. As I testified earlier, Holiday
16 purchased the utility from the estate of its original owner, who also happened to be the
17 owner of all of the land included in what Holiday believed to be the Holiday service area.

18 When Mr. Mickler filed an application with the Commission in 1975 requesting a
19 certificate of authority to provide water service, he included a legal description and maps
20 which incorporated the entirety of the tract of land that he owned in Pasco County. The
21 legal description also was included in the tariff submitted by Mickler which subsequently
22 was approved by the Commission and remained on file until we filed the pending
23 application.

1 Since the original receipt of a certificate of authority, Mickler, the water management
2 district and the Department of Environmental Protection each have conducted their
3 activities in a manner reflecting their respective beliefs that all of the land owned by
4 Mickler, as described in the tariff, was included in Holiday's approved certificate of
5 authority.

6 Holiday filed the original transfer application with the Commission in this docket on
7 May 23, 2003. Commission Staff conducted its review of the application and discovered
8 that the Commission Order No. 6780 (the "Original Order") granting Mr. Mickler
9 certificate of authority No. 224-W contained a legal description which did not match the
10 legal description contained in Holiday's tariff. The legal description contained in the
11 Original Order did not include the entirety of the property owned by Mickler, but rather
12 only two, non-contiguous parcels at the northern and southern portions of the property.

13 From this point on in my testimony, I will refer to the entirety of the property owned
14 by Mickler which was encompassed in the service area described in Holiday's tariff as
15 the "De Facto Service Area." I will refer to the service area described in the
16 Commission's Original Order, which includes only the two non-contiguous parcels, as
17 the "Order Service Area."

18 After Commission Staff discovered the discrepancy between the De Facto Service
19 Area and the Order Service Area, numerous discussions between Staff, Pasco County
20 representatives, Holiday and Holiday's representatives ensued.

21 Q. Is the discrepancy in the territory description the principal reason why Holiday filed its
22 Amended and Restated Application for Transfer of Majority Organizational Control and
23 Amendment to Certificate which is included in Exhibit _____ (GD-5)?

1 A. Yes.

2 Q. Has the Commission acknowledged the managerial, technical and financial experience
3 and expertise of Holiday in the past?

4 A. Yes. The Commission's Order 06-0380 issued in May, 2006, which approves the transfer
5 of the Holiday system to my company, makes findings that we possess the managerial,
6 technical and financial experience and expertise. The Commission's Order No. 04-0342-
7 PAA-WU issued on April 2, 2004, recognizes our regulatory experience and financial
8 ability to ensure consistent compliance with DEP regulations. The order also notes that
9 after the purchase of the Virginia City Utility system by my company, the system would
10 "receive the benefit of centralized management, accounting, billing, and data processing
11 functions, resulting in economies of scale that would be unattainable on a stand-alone
12 basis."

13 The Commission's Order No. 04-0338-BAA-WU issued on March 31, 2004 also
14 confirms our regulatory expertise and financial capability to own and operate utility
15 systems and offers the same insight about my company's ability to provide customers
16 with efficient and effective service that is unattainable from small, stand-alone utilities.

17 The Commission's Order No. 05-0422-PAA-WU issued on April 20, 2005 also
18 acknowledges our experience and expertise in the process of approving the company's
19 acquisition of the Colonial Manor water system.

20 The managerial, technical and financial experience and expertise of Holiday also
21 is provided in My Exhibits _____ and _____ (GD-5 and GD-6), which I will introduce
22 later in this testimony.

1 Q. Please provide a description of all efforts, including but not limited to discussions or
2 correspondence with the Southwest Florida Water Management District, the City of
3 Tarpon Springs or other entities, to plan for or secure additional sources or supplies of
4 water needed to serve the requested service territory and your current service area.

5 A. The system currently has an interconnection with the City of Tarpon Springs to
6 supplement its existing supply of groundwater withdrawals, in the southern service area
7 known as the "Anclote System." In the Northern Service area known as the "Westwood
8 System," the utility owns approximately 14 permitted existing wells that are currently on
9 stand-by and not used at this time. The Utility is in the process of activating four of these
10 wells to increase system capacity for future growth and to provide additional fire
11 protection to this area. Holiday has already designed, permitted and constructed the
12 additional distribution system improvements in the Anclote System necessary to deliver
13 water from the existing Tarpon Springs interconnection to facilitate growth and improved
14 fire protection to this area. In the Westwood System 12 inch diameter distribution mains
15 already exist to provide water supply to the future customers south of Westwood
16 subdivision. All of the Utility's existing investments and some of the proposed
17 investments have been included in the most recent FPSC rate case and have been
18 approved.

19 Q. In Order 06-0380-FOF-WU, the Commission noted that the Holiday water system had
20 compliance issues regarding disinfection byproducts, auxiliary power needs, fencing and
21 general plant upkeep. Has Holiday addressed these issues?

22 A. Yes. Holiday is in compliance with all DEP requirements at this time.

1 Q. Is the Pasco County Utilities Department serving customers who are located in portions of
2 the Order Service Area?

3 A. Yes, the County has invaded the Order Service Area and currently is serving customers
4 within it. We are unable to determine at this time the length of time during which this
5 invasion has existed.

6 Q. Is Holiday serving customers located outside of the Order Service Area?

7 A. Yes, Holiday is serving a Pasco County public school which is located outside of the
8 Order Service Area and has been providing such service since the school was built, which
9 we believe was many years ago.

10 Q. Is the location of the school within the additional area which Holiday has requested
11 authority to serve?

12 A. Yes. The school is located within the De Facto Service Area and I believe the fact that the
13 Utility is serving the school in such area is further confirmation of the parties' belief that
14 the De Facto Service Area is Holiday's authorized service area. The Commission
15 acknowledged that Holiday is providing service to a school located in the De Facto
16 Service Area in Order No. 06-0380 and found that no show cause should be issued.

17 Q. Why should the Commission grant Holiday's request for a confirmation of Holiday's
18 authority to serve the De Facto Service Area?

19 A. First, Holiday has the managerial, technical and financial expertise and capacity to
20 provide service to the De Facto Service Area. Second, Holiday's tariff, which was
21 approved by the Commission, identifies the De Facto Service Area as Holiday's
22 legitimate area for water service. Third, Holiday and the environmental regulatory
23 authorities which regulate Holiday have each acted since Holiday's inception under the

1 belief that the De Facto Service Area was in Holiday's undisputed service area. Fourth,
2 the County Utilities Department has in the past acknowledged Holiday's right to provide
3 water service to portions of the De Facto Service Area. Fifth, the prior owner of the
4 Holiday system and current owner of a significant portion of the unserved portion of the
5 De Facto Service Area has signed an agreement with Holiday acknowledging Holiday's
6 right to serve the area. Sixth, the De Facto Service Area is part of what was once a single
7 tract of land and, as such, is obviously contiguous to Holiday's service area as approved
8 by the Commission in Order No. 06-0380. Seventh, as with any other utility of Holiday's
9 size, the ability to expand Holiday's customer base by providing water service to the De
10 Facto Service Area will assist Holiday in maintaining fair and reasonable rates for all of
11 Holiday's customers. Eighth, as I testified previously, Holiday has facilities in place that
12 are efficient to provide water to the entire De Facto Service Area.

13 Q. Does Holiday have any agreements with landowners in the De Facto Service Area?

14 A. Yes. Exhibit ____ (GD-3), which was prepared under my supervision, presents a copy of
15 Holiday's agreements with landowners reflecting the land owners' agreement to receive
16 water service from Holiday. In fact, the Mickler's and Holiday always anticipated and
17 agreed that Holiday would be providing water service to the area until the service area
18 description discrepancy was discovered by Commission staff. Exhibit ____ (GD-7)
19 provides a copy of two pages from the Pasco County Property Appraiser's Office
20 confirming the voluminous Mickler land holdings.

21 Q. Is there a current need for service in what you have described as the De Facto Service
22 Area?

1 A. Yes. Holiday has obtained copies of notifications from the Pasco County Growth
2 Management Department as well as the County Zoning/Code Compliance Division
3 confirming that there are development plans in the works in the area. Copies of two such
4 notifications are provided in Exhibit _____ (GD-8). Exhibit ____ (GD-3) confirms that
5 Holiday's water service is desired. The Meckler's have continued to sell portions of their
6 property to developers.

7 Q. Is the addition of the territory requested by Holiday consistent with the Pasco County
8 Comprehensive Plan?

9 A. Yes. Based upon a review of the water section of the Pasco County Comprehensive Plan,
10 Holiday believes that the provision of service to the proposed area is consistent with such
11 plan. The extension of service to the area between Holiday's authorized territories will
12 allow for the most efficient provision of such service. The area is immediately
13 contiguous on all sides to the certificated areas currently provided water service by
14 Holiday and the systems lend themselves to one, and no more than one, service provider.
15 The extension of water service by Holiday to customers in this area will benefit the local
16 community due to the proximity of the adjacent water lines.

17 Q. What types of customers does Holiday anticipate will be provided?

18 A. It is anticipated that the water service proposed in the additional area will service
19 predominantly single family homes.

20 As indicated elsewhere in my testimony, Holiday is not currently proposing any
21 expansion of its water production facilities. Holiday has in place sufficient water
22 facilities to provide service to all anticipated needs for such service within the current and
23 proposed territories.

1 All water distribution mains are in place to service the existing territory and those
2 facilities are adequately sized and located to serve all of the needs within the additional
3 area. The territory proposed for extension to Holiday's certificated service area, while
4 not currently being developed, is in the midst of significant development activity. It is
5 only a matter of time until such development occurs. Holiday is unable at this time to
6 estimate the number of potential water ERCS to be developed in the area.

7 Providing service to the proposed additional service area will have no impact on
8 Holiday's capital structure as Holiday was already planning to serve the area at the time
9 of acquisition.

10 The number of the most recent Commission Order establishing or amending
11 Holiday's rates and charges is the transfer approved order, Order No. 06-0380-FOF-WU
12 issued in May, 2006. The rates established in that Order were the pre-existing utility
13 rates.

14 The proposed extension of service will have no impact on Holiday's monthly
15 rates and service availability charges unless the Commission changes such charges to
16 equal the charges collected by the Pasco County Utilities Department.

17 Q. Does Holiday have an approved tariff on file with the Commission and has it filed the
18 required annual reports.

19 A. Yes. Holiday's tariff was approved in the May, 2006 transfer order and Holiday has filed
20 the required annual reports with the Commission. Certificate No. 224-W should be
21 amended to reflect the additional territory upon the Commission's favorable disposition
22 of Holiday's request in this docket.

1 Q. I show you Exhibit ____ (GD-5), was this exhibit prepared by you or under your
2 direction and supervision?

3 A. Yes. This exhibit provides a copy of Holiday's original as well as amended and restated
4 application in this docket, together with a copy of the transmittal letter.

5 Q. I show you Exhibit ____ (GD-6), was this exhibit prepared by you or under your direction
6 and supervision?

7 A. Yes, it was. This exhibit provides a copy of a letter dated January 31, 2006 which
8 amends the original application to delete certain territory from Holiday's requested
9 service area and provide a legal description and map of the service area now requested by
10 Holiday. I have placed the map and legal description of the service area requested in this
11 docket separately in Exhibit ____ (GD-4). I adopt as part of my testimony in this
12 proceeding all of the facts, explanations, maps and other data provided in each of my
13 exhibits.

14 Q. Has Holiday provided the notices required under the Commission's rules?

15 A. Yes. Copies of the notices and affidavits have been properly filed with the Commission.

16 Q. Does that conclude your testimony?

17 A. Yes, it does.



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GARY DEREMER
Resume

Background and Present Responsibilities:

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

U.S. Water Services Corporation – Principal Founder and President, Mr. Deremer is responsible for overall strategic growth, management, business development and quality control of utility design, construction, operation and maintenance. The past 22 years of professional experience provides first hand knowledge of all aspects of water and wastewater utility operation, design, regulatory requirements, engineering, maintenance, construction, laboratory services, distribution and collection systems, operation of excavation equipment, vacuum and closed circuit televising trucks, sealing & grouting equipment, pipeline installation, lift station repair and rehabilitation, and overall business management. Additionally, extensive experience related to reverse osmosis, lime softening, ion exchange filtration, activated carbon, pressure and gravity filtration, iron removal, extended aeration, contact stabilization, nitrogen and phosphorus removal, high level disinfection, advanced waste treatment, sequential batch reactors, rotating biological contactors, trickling filters, rapid infiltration basins, spray fields, wetland treatment & disposal systems, reuse and reclaim systems and surface water discharges. Responsibilities include preparation of various technical reports, policies and plans relating to water conservation, water distribution cross connection control, emergency operation procedures, auxiliary power generation, disaster preparedness, capacity analysis for water and wastewater systems, unaccounted water studies, safety programs and oversight of all other regulatory reports. Provides contract negotiations for private and public utilities relating to bulk water and wastewater agreements, service territories and associated fee and rate schedules.

Past Professional Experience:

City of Port Richey, Florida

- 1993 – 2005 Maintained the appointed public position of Consulting Director for the City of Port Richey, Florida, Public Utility System serving over 9000 residents. Responsibilities included all aspects of the Utility System, including strategic growth planning, rate studies, regulatory monitoring and enforcement, preventative and emergency maintenance oversight, attendance and representation of the Utility Department at the City Council meetings, budgeting and staff oversight.

American Water Services, Inc.

- 11/00 – 04/03 General Manager and Vice President for the State of Florida and Caribbean Operation and Maintenance Division of American Water Services, Inc., formerly known as Azurix North America, H₂O Utility Services and Culligan Operating Services; responsibilities included planning, budgeting, staffing, business development, training, and provision of

overall management, leadership and direction for the Division. The division consisted of more than 150 employees with estimated annual sales in excess of \$18,000,000.00 for the year 2002.

- Prepared and implemented a merger plan to amalgamate H2O Utility Services, Inc., & Culligan Operating Services into a Florida Operations and Maintenance Group. The merger plan provided the foundation and blueprint for the Florida Operations and accurately identified areas of administrative consolidation including office locations, equipment and staffing resources, the cross marketing of business lines within and outside of the Florida group, the creation of geographical regions to enhance customer service and increase profitability, and future markets. The plan was successfully implemented in January 2001 as demonstrated by achieving target margins, staffing stability, increased market share and notable growth.
- The merger plan covered the selection and development of key management personnel, the creation of detailed job descriptions and compensation packages remunerating vital personnel based upon performance and profitability within respective venues. In addition, detailed job descriptions were produced, market salary surveys were conducted and progressive job classifications were developed for all levels of staffing. An adjustment was made to realign compensation levels commensurable to licensing, responsibility, training and experience.
- Coordinated company name change to Azurix North America which included re-assignment of numerous contracts, updating of company identification with respect to signage, letterhead, uniforms, vehicles, etc., and qualifying Azurix North America as a State of Florida General Contractor, Engineering Firm and Certified Environmental Laboratory.
- Developed new accounting practices and procedures to document, identify and track profitability for each of the five regions, Engineering and Laboratory divisions.
- Secured in excess of \$160,000,000.00 in aggregate value of new business in the areas of utility operation, maintenance and construction during the year of 2001.
- In late 2001 expanded to create an additional region in the US Virgin Islands. Initial presence in the market was established, the region became self-supportive in regard to revenue, high levels of growth were obtained.
- Letters were received during the year 2001 recognizing the contributions of the Florida Operations and Maintenance division for outstanding service from Hillsborough County, Suwannee Utility District, City of Port Richey, Palm Beach County School Board, Florida Department of Environmental Protection as well as other clients.

Founder H2O Utility Services, Inc. 1993

- President from inception to 2000 when this company was sold to Azurix/American Water Services, Inc. As a utility operations and maintenance company, the company primarily provided utility related services within the State of Florida. In 1998 the company was expanded to provide Engineering, General Contracting and Laboratory Services. The company experienced progressive growth and substantial profitability and became part of a national company at the time of sale.
- Provided contract management of public, private and individual utilities serving a population of more than 450,000 residents.
- Provided operation, maintenance and management for more than 300 separate water treatment and distribution facilities including 450 groundwater wells ranging in size from .035 MGD to 2.0 MGD.
- Provided operation, maintenance and management for more than 180 separate wastewater treatment and collection facilities ranging in size from .005 MGD to 4.0 MGD.
- Supervised the maintenance activities for various municipal water treatment and distribution systems, and wastewater collection systems with capacities up to 60.0 MGD, including large scale piping system repairs up to 48 inches in diameter.
- Supervised and coordinated all phases of utility related construction project management, including design, design-build, and design-build-operate projects.

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

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

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

- Performed as Plant Operator II in 65 MGD lime softening filtration plant.
- Monitored influent and effluent pumping rates, controlled operation of four well fields, performed well field preventive maintenance schedules.
- Conducted lab procedures in water quality analysis, assisted in controlling stock of chemicals used for treatment processes.
- Operated centrifugal pumps, limeslakers, solid contact basins, rapid sand filters, coagulation /flocculation feed equipment, aerators, emergency power generators, chlorination equipment, and booster pump stations.
- Assisted with the preparation of the Department of Environmental Regulation reporting; training new personnel and conducted public tours of the treatment facility.

Field Supervisor- Pasco County Utilities – 1983 – 1985:

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

Extracurricular Professional Activities:

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

Professional Certifications:

- State of Florida, Department of Business and Professional Regulation:
 - **Underground Utility Contractor**, License # CUC 1223914
- State of Florida, Department of Business and Professional Regulation: Licensed Water Treatment Plant Operator, Certification (#COA5894)
 - **Class A** February 1989
 - **Class B** August 1988
 - **Class C** February 1987
 - **Class D** November 1986

- State of Florida, Department of Business and Professional Regulation; Licensed Wastewater Treatment Plant Operator. Certification (#COB8727).
 - **Class B** July 1994
 - **Class C** May 1993
 - Wastewater Collection Technician.
Class A Certification #358 July 1997
 - Wastewater Collection Technician.
 - Backflow Prevention Assembly Tester. Certification #7.
 - Water Distribution Technician.
Class A Certification #285 July 1997

HOLIDAY WATERWORKS CORPORATION

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

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

GARY DEREMER - Resume

Founder and President:

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

Current Professional Experience:

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

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

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

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

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

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

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

Past Professional Experience:

American Water Services, Inc.

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

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

Field Supervisor- Pasco County Utilities – 1983 – 1985:

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

Extracurricular Professional Activities:

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

Education:

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

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

Professional Certifications:

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

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

Professional Memberships:

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



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

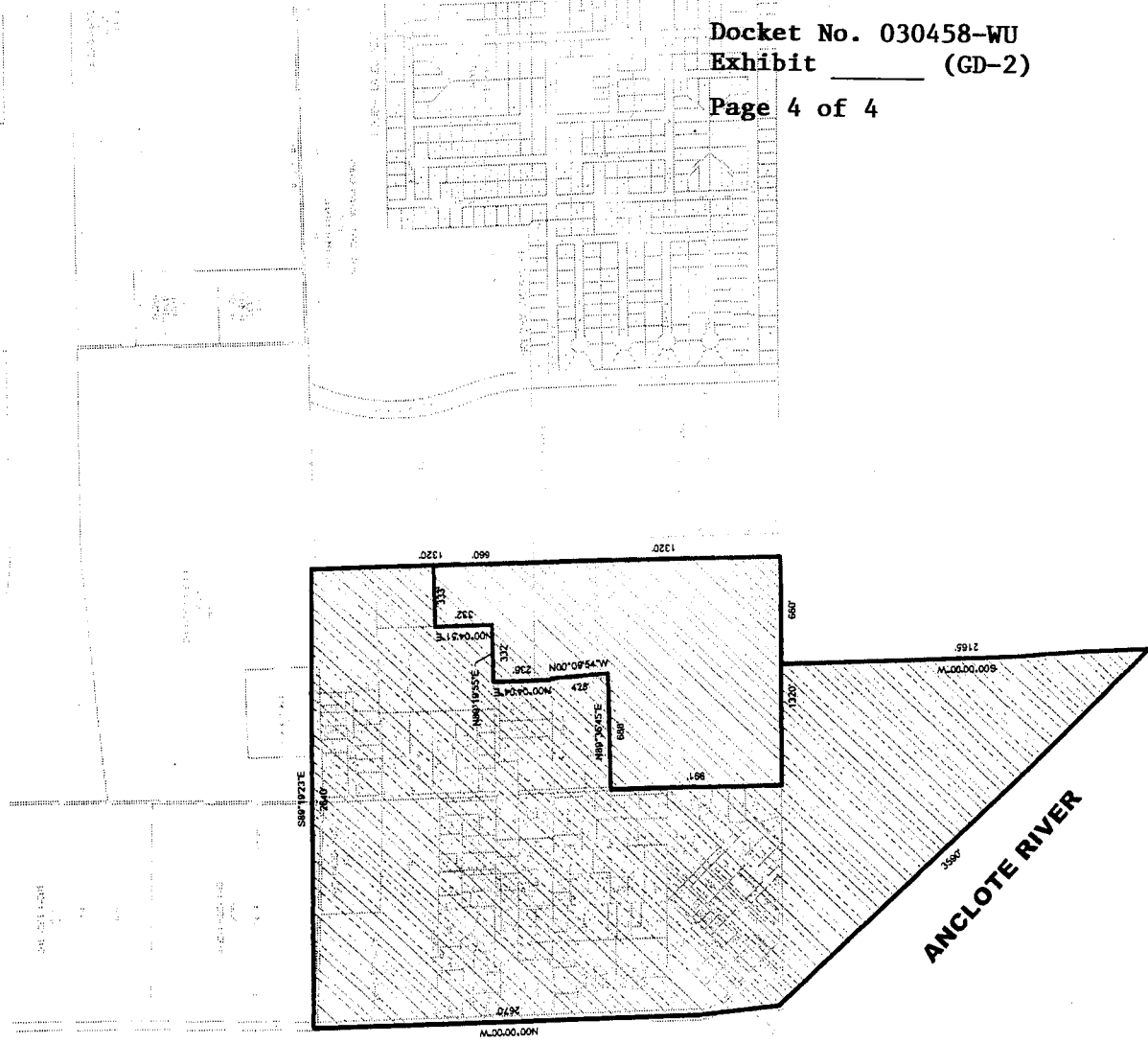
Commence at the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, for a Point of Beginning; thence run South along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 1,320 feet, more or less, thence continue South along the East line 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.



DEVELOPER SERVICE AGREEMENT

HOLIDAY UTILITY COMPANY, INC. furthermore referred to as **UTILITY** and **ELAINE MICKLER** as Personal Representative of the **Bartley L. Mickler Estate**, hereto known as **DEVELOPER** agree as follows:

1. **DEVELOPER** desires **UTILITY** to make water service available to the property established in the **UTILITY** service territory established in 1974 and noted in the **UTILITY** tariff, (Property) and incorporated by reference herein for the benefit in perpetuity of **DEVELOPER**, its successors, administrators and assigns.
2. **UTILITY** agrees to make water service available to the Property for the benefit of **DEVELOPER**, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.
3. The Contribution-In-Aid-of-Construction (CIAC) required by **UTILITY** to provide water service is estimated to be an amount yet to be determined. A breakdown of the CIAC estimate shall be provided as needed. This amount must be paid to **UTILITY**, prior to start up of design of extension of **UTILITY** infrastructure is under way, if not already established in the immediate area. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in **UTILITY**'s tariff.
4. The estimated CIAC is further based upon an estimate of administrative and legal fees and for recording fees associated with this Agreement.
5. **UTILITY** reserves the right and the **DEVELOPER** agrees to allow the **UTILITY** to inspect and/or test the on-site water distribution system prior to rendering service and from time to time thereafter, but **UTILITY** assumes no responsibility for the system.
6. The providing of water service is subject to prevailing rates, fees, and charges of **UTILITY**, as set forth in **UTILITY**'s approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The **DEVELOPER** agrees to comply with all Rules and Regulations of **UTILITY** as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

Developer Service Agreement
HoUtil/Mickler
05/01/03

7. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence.
8. The parties agree that the following mutual protections are included in this Agreement:
 - a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
 - b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
 - c. This Agreement is subject to the laws of the State of Florida.
 - d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
 - e. The UTILITY has the exclusive right to provide water service to the Property;
 - f. This Agreement is binding on both parties and each has the power and authority to bind themselves and their respective business organizations by signing below; and
 - g. This Agreement shall be filed with the Florida Public Service Commission.

ACCEPTED BY DEVELOPER:

Signature: Elaine Mickler

As: Elaine Mickler as Personal Representative of the Mickler Estate

Date: May 1, 2003

ACCEPTED BY UTILITY:

Signature: Gary Deremer

As: Gary Deremer, President

Date: May 1, 2003

DEVELOPER SERVICE AGREEMENT

HOLIDAY UTILITY COMPANY, INC. furthermore referred to as **UTILITY** and **GULFWINDS, LLP**, hereto known as **DEVELOPER** agree as follows:

1. **DEVELOPER** desires **UTILITY** to make water service available to the property established in the **UTILITY** service territory established in 1974 and noted in the **UTILITY** tariff, (Property) and incorporated by reference herein for the benefit in perpetuity of **DEVELOPER**, its successors, administrators and assigns.
2. **UTILITY** agrees to make water service available to the Property for the benefit of **DEVELOPER**, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.
3. The Contribution-In-Aid-of-Construction (CIAC) required by **UTILITY** to provide water service is estimated to be an amount yet to be determined. A breakdown of the CIAC estimate shall be provided as needed. This amount must be paid to **UTILITY**, prior to start up of design of extension of **UTILITY** infrastructure is under way, if not already established in the immediate area. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in **UTILITY**'s tariff.
4. The estimated CIAC is further based upon an estimate of administrative and legal fees and for recording fees associated with this Agreement.
5. **UTILITY** reserves the right and the **DEVELOPER** agrees to allow the **UTILITY** to inspect and/or test the on-site water distribution system prior to rendering service and from time to time thereafter, but **UTILITY** assumes no responsibility for the system.
6. The providing of water service is subject to prevailing rates, fees, and charges of **UTILITY**, as set forth in **UTILITY**'s approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The **DEVELOPER** agrees to comply with all Rules and Regulations of **UTILITY** as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

Developer Service Agreement
HolUtil/Gulfwinds LLP
01/16/04

7. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence.
8. The parties agree that the following mutual protections are included in this Agreement:
 - a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
 - b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
 - c. This Agreement is subject to the laws of the State of Florida.
 - d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
 - e. The UTILITY has the exclusive right to provide water service to the Property;
 - f. This Agreement is binding on both parties and each has the power and authority to bind themselves and their respective business organizations by signing below; and
 - g. This Agreement shall be filed with the Florida Public Service Commission.

ACCEPTED BY DEVELOPER:

Signature: _____

Michael J. Ryan

As: General Partner

Date: January 16, 2004

Signature: _____

James M. Dreher

As: General Partner

Date: January 16, 2004

ACCEPTED BY UTILITY:

Signature: _____

As: Gary Deremer, President

Date: January 16, 2004



**AGREEMENT FOR OPERATIONS,
MAINTENANCE AND CUSTOMER SERVICE**

THIS AGREEMENT is entered into this **1st day of May, 2003**, by and between:

Holiday Utility Company, Inc., with its principal mailing address at PO Box 398, New Port Richey, Florida 34652 (hereinafter "Owner"),

AND

U.S. Water Services Corporation, with its principal mailing address at 4821 US Hwy 19, Suite 2, New Port Richey, Florida 34652 (hereinafter "USWSC").

WHEREAS, OWNER owns and provides for the operation and administration of water production and distribution facilities (and no wastewater treatment at this time), and customer service billing and collection; and

WHEREAS, OWNER desires to employ the services of USWSC in the operation, maintenance and billing/collection (OM&BC) of the Utility System, and USWSC desires to perform such services for the compensation provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and USWSC agree as follows:

1. General Provisions

1.1

Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix B.

1.2

All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by

OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.

1.3

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

1.4

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, unless such assignment is to an affiliate or successor. Consent shall not be unreasonably withheld.

1.5

All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed effectively given as follows:

- 1.5.1 If delivered personally or by courier mail service (e.g., Federal Express or United Parcel Service), upon delivery;
- 1.5.2 If mailed by certified or registered U.S. mail, return receipt requested, upon deposit in the United States mail, postage prepaid.
- 1.5.3 If in any other manner, upon actual receipt.

1.6

This Agreement, including appendices, is the entire Agreement between the parties. This Agreement may be modified only by subsequent written agreement signed by both parties. Wherever used, the terms "USWSC" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.

1.7

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8

It is understood that the relationship of USWSC to OWNER is that of a contracted service corporation. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for professional contract operators similarly situated in the same geographic region and at the same time.

1.9

The OWNER and USWSC are the only parties to this Agreement. No third party rights or benefits are intended to or shall arise by reason of this Agreement.

1.10

If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

2. USWSC Scope of Services – General

Upon signing of this agreement, USWSC will staff the Utility System with employees who have met appropriate licensing and certification requirements of the State of Florida, and employ the appropriate skilled staff to maintain the service specified herein.

2.1

USWSC shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and/or wastewater process control, operations, maintenance, safety and supervisory skills.

2.2

USWSC shall develop and/or supply and utilize computerized programs for maintenance, and process monitoring.

2.3

Within forty-five (45) days after USWSC begins service under this Agreement, USWSC will provide a statement of condition of the utility system which will include any physical inventory of OWNER'S vehicles, equipment and spare parts in use or associated with the system, and a

general statement as to the condition of each vehicle or piece of equipment.

2.4

USWSC will provide OWNER with a physical inventory of chemicals and other consumables on hand when USWSC begins services under this Agreement. USWSC will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.

2.5

USWSC shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.

2.6

USWSC shall provide the OWNER with documentation that preventive maintenance is being performed on Owner's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be feasibly determined by the OWNER. Such a maintenance program shall include documentation of corrective and preventive maintenance.

2.7

USWSC shall operate, maintain and/or monitor the Utility System as FDEP permitting dictates and maintain a 24-hour per day, seven-day per week scheduled on call emergency staff and live answering service.

2.8

Visits may be made at a reasonable time by Owner's employees with if previously authorized by owner or designated by Owner's representative. Keys for the system shall be provided to OWNER by USWSC for such visits. All visitors to the System shall comply with USWSC' operating and safety procedures.

2.9

USWSC will implement and maintain an employee safety program in compliance with applicable rules and regulations and make recommendations to OWNER regarding the need, if any, for OWNER to rehabilitate, expand or modify the System to comply with governmental safety regulations applicable to USWSC operations hereunder and with

federal regulations promulgated pursuant to the Americans with Disabilities Act (ADA).

2.10

USWSC may modify the process and/or facilities with permission of Owner, to achieve the maximum efficiency of operation and optimum water quality. Any modifications will be billed separate from this agreement at a price approved by the owner, except in the case of an emergency. During an emergency situation, USWSC may take the steps required to maintain the safety of the utility customers and meet any mandated regulatory requirements.

2.11

In any emergency affecting the safety of persons or property, USWSC may act without written amendment or change order, at USWSC' discretion, to prevent threatened damage, injury or loss. USWSC shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include USWSC Costs for the emergency.

2.12

As required by law, permit or court order, USWSC will prepare plant performance reports and submit them to OWNER for signature and transmittal to appropriate authorities. Signature authority may be established by the Owner to allow USWSC to file required reports with signature of USWSC personnel with report copy sent to owner.

2.13

USWSC will provide laboratory testing and sampling presently required by plant performance portions of regulatory permits, the Clean Water Act, the Safe Drinking Water Act and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements, or judicial and regulatory orders and decrees.

2.14

USWSC will submit to OWNER monthly all reports of System activities in accordance with the Owner's policies and procedures.

2.15

USWSC may provide additional services beyond the scope of this Agreement at Owner's request subject to mutually agreeable terms and conditions.

3. USWSC' Scope of Services – Water Production Well Facilities

3.1

This section shall apply to USWSC OM&BC services for the Owner's Water Production Well Facilities either owned, leased or by easement rights.

3.2

Within the existing design capacity and capabilities of the Water Production Wells, USWSC will manage, operate and maintain the Wells so that water produced meets the requirements of the System.

3.3

USWSC will pay all costs associated with monthly sampling and testing of the water distribution system as dictated in the regulatory permits, with the exception of annual or semi annual special event sampling and testing and any special sampling required due to needed main clearance.

3.4

Owner to provide chemicals required to meet operating parameters standard for the industry.

4 USWSC' Scope of Services –Water Distribution Systems

4.1

This Section shall apply to USWSC' service for Owner's potable water distribution facilities.

4.2

USWSC shall provide for the routine operation, maintenance and repair of the water distribution systems as established upon startup of this agreement. Services not included as routine are items identified as capital repairs, line extensions or system expansions. Excluded services will be billed in addition to base OM&BC contract fee has listed herein.

4.3

USWSC shall provide for all daily operation and maintenance functions such as customer connections, meter replacements, meter reading, general preventive maintenance of the System.

4.4

USWSC will pay cost incurred related to staffing, sampling, testing, in normal water distribution operation and maintenance, and repair, except as specifically provided herein.

5. USWSC' Scope of Services – Administrative and Customer Services

5.1

USWSC shall provide the following specific customer accounting and administrative functions for the Facilities (i) monthly meter reading, (ii) consumer folder on each account, (iii) billing register containing information on each account billed, (iv) preparation and mailing of a monthly water, (v) preparation of monthly sales report, (vi) preparation and mailing of late notices for delinquent accounts, (vii) collection of meter deposits and payment deposits, (viii) preparation of a monthly operating report.

5.2

USWSC shall use reasonable efforts to collect all available Owner revenue from sales, connection fees, security deposits, collection fees, late payment charges, taxes collected (if applicable) and all other monies due from consumers of services provided by the facilities.

5.3

USWSC will submit to the owner monthly a report of System activities. USWSC shall review the administrative reports generated in accordance with section 6.1 above, and from time to time, make recommendations to the Owner regarding rates, deposit amounts, and other matters as to keep the Owner's Facilities financially sound.

5.4

USWSC will maintain a business office established for utility customer contact and walk-up payment availability. This office shall be open from 9:00 am to 4:00 pm Monday through Friday.

6. Owner's Representations and Duties

6.1

OWNER shall keep in force all System warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to USWSC under this Agreement.

6.2

OWNER shall pay all *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the System other than taxes imposed upon USWSC net income and/or payroll taxes for USWSC employees. In the event USWSC is required to pay any sales tax or use taxes on the value of the services provided by USWSC hereunder or the services provided by any subcontractor of USWSC, such payments shall be reimbursed by the OWNER unless OWNER furnishes a valid and properly executed exemption certificate relieving the OWNER and USWSC of the obligation for such taxes.

6.3

OWNER shall provide USWSC, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of Owner's heavy equipment that is available so that USWSC may discharge its obligations under this Agreement in the most cost-effective manner.

6.4

OWNER shall provide all registrations and licenses for any of Owner's vehicles used in connection with the System (if applicable).

6.5

OWNER represents and warrants that during facilities and other System equipment have been operated only in the normal course of business, that the system is in need of a meter change out program and investigation into unaccounted for water pumped. Owner cannot fully attest to the condition of the facilities composing the System and/or any equipment used by the System, and therefore has not disclosed to USWSC.

7. Compensation

7.1

USWSC compensation under this Agreement shall consist of a Monthly Fee. For the first year of this Agreement, USWSC Monthly Fee is \$2,832.00. Hourly fee schedules are maintained by USWSC covering any work provided outside the scope of this agreement.

7.2

The Monthly Fee shall be increased each April of each year per consumer price index as published by the Department of Labor. Should the capacity of the System change, or other services are added, the fee will change upon review with the Owner. This particular change will not remove the annual CPI increase.

8. Payment of Compensation

8.1

One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first business day of the month for each month that services are provided.

8.2

All other compensation to USWSC is due upon receipt of USWSC invoice and payable within thirty (30) days.

8.3

OWNER shall pay interest at an annual rate equal to the prime rate established by Mercantile Bank plus two percent (2.0%) on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event that the interest charges under this Section 7.4 might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount allowed within such limitation.

9. Scope Changes

9.1

A Change in Scope of Services shall occur when and as USWSC costs of providing services under this Agreement change as a result of:

9.2

Any change in System operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;

9.3

Owner's request and USWSC' consent to provide additional services beyond the scope of this Agreement.

9.4

For Changes in Scope described in Sections 10.1.1 through and including 10.1.2, the Annual Fee shall be increased (or decreased) by an amount equal to USWSC additional or reduced Cost associated with the change in Scope plus sixteen percent (15%).

10. Indemnity, Liability and Insurance

10.1

USWSC hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, which may arise from USWSC' negligence or willful misconduct under this Agreement, provided USWSC shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

10.2

OWNER agrees to indemnify and hold USWSC harmless from any liability or damage or bodily injury, including death, which may arise from all causes of any kind other than USWSC' negligence or willful misconduct including, but not limited to, breach of an OWNER warranty.

10.3

USWSC shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date of the effluent quality requirements provided for in Appendix C that are a result of USWSC' negligence. OWNER will assist USWSC in contesting any such fines in administrative proceedings and/or in court prior to any payment by USWSC. USWSC shall pay the cost of any such contest.

10.4

OWNER shall be liable and indemnify and hold USWSC harmless for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or USWSC 1) that are not a result of USWSC negligence 2) that are otherwise directly related to the ownership of the System and 3) are the result of failure of Owner to make any Capital Expenditures previously identified as necessary for the System to attain applicable performance standards and 4) Owner shall indemnify and hold USWSC harmless from the payment of any such fines and/or penalties.

10.5

Owner Shall defend, indemnify and hold USWSC harmless from any and all liability, cost, expenses, penalties, including attorneys fees and the cost of investigation, remediation, negotiation and resolution, arising from any condition existing prior to the start date that constitutes a release of hazardous substances, as that term is defined in any state, federal or local law, or constitutes a violation of any state, federal or local environmental law.

10.6

Indemnity obligations provided for in this Agreement shall survive the termination of the Agreement.

10.7

USWSC shall maintain general liability insurance coverage of \$1,000,000.00, provide all workers compensation coverage for USWSC staff and all vehicle insurance coverage for USWSC vehicles.

11. Term, Termination and Default

11.1

The initial term of this Agreement shall be three (3) years commencing May 1, 2003, (the "Commencement Date"). Thereafter, this Agreement shall be automatically renewed for successive terms of three (3) years each unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration of the then current term.

11.2

Either party may terminate this Agreement only for a material breach of the agreement by the other party, and only after giving written notice of breach; and, except in case of a breach by OWNER for non-payment of USWSC invoices, in which case termination may be immediate by USWSC, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

11.3

In the event that this Agreement is terminated for any reason prior to the expiration date of the initial term, OWNER shall pay to USWSC a termination fee based on the remaining unamortized balance of start-up costs and capital expenditures made by USWSC.

11.4

Upon notice of termination by OWNER, USWSC shall assist OWNER in assuming operation of the System. If additional Cost is incurred by USWSC at request of OWNER, OWNER shall pay USWSC such Cost within 15 days of invoice receipt.

11.5

Upon termination of this agreement and all renewals and extensions of it, at a minimum USWSC will return the System to OWNER in the same or better condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by USWSC for use in the operation or maintenance of the System shall remain the property of USWSC upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed USWSC for the cost incurred to purchase the property or this Agreement provides to the contrary.

12. Disputes and Force Majeure

12.1

In the event activities by employee groups or unions unrelated to USWSC cause a disruption in USWSC ability to perform at the System, USWSC may request and Owner shall assist USWSC efforts or USWSC at its own option, may seek appropriate injunctive court orders. During any such disruption, USWSC shall operate the facilities on a best-efforts basis until any such disruption ceases.

12.2

Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

[END OF TEXT THIS PAGE]

Each of the parties indicates their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

Holiday Utility Company, Inc.

By: _____
Name: Gary DeRemer
Title: President

U.S. Water Services Corporation

By: _____
Name: Victoria Benick
Title: V. President

End Agreement

Appendices A, B & C Following

Appendix A

DEFINITIONS

1. **"Monthly Fee"** means a predetermined, fixed sum for USWSC services.
2. **"Capital Expenditures"** means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Hundred Fifty (\$250.00).
3. **"Cost"** means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
4. **"Direct Cost"** means the actual cost incurred for the direct benefit of the System including, but not limited to, expenditures for System management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
5. **"Maintenance"** means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by USWSC to maximize the service life of the equipment, sewer, vehicles and facilities.
6. **"System"** means all equipment, vehicles, grounds, rights-of-way, wells and facilities, where appropriate, the operations and maintenance of such.
7. **"Repairs"** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, or facilities, or some component thereof.
8. **"Unforeseen Circumstances"** shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the System, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in, or non-performance of, action required by this Agreement, including, but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or

changed by any local, province or governmental body, (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the System, or (v) the failure of OWNER to make any Capital Expenditure previously identified as necessary for the System to attain applicable performance standards, (vi) the failure of the Owner to provide influent within the characteristics as identified herein as necessary for the System to attain applicable performance standards.

This

Section

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Appendix B

SYSTEM CHARACTERISTICS **WATER**

- B.2.1.** The System has the following design characteristics:
1. Westwood Well #1
 2. Anclote Well #1
 3. Anclote Well #2
 4. Anclote Well #3
 5. Anclote Well #4
- B.2.2** The Annual Fee for services under this contract is based on baseline of 354 water customers.
- B.2.3** USWSC will provide operating services to the System so that the water treated will meet the current Florida Drinking Water and FDEP standards.
- B.2.4** If any other contaminants in the raw water cause the finished water to exceed the Maximum Contaminant Levels (MCL) established for finished water quality, USWSC will treat the raw water to reduce said contaminant to an acceptable MCL. The cost of any chemicals required or labor to the specific treatment will be in addition to the Base Fee for the treatment specified in article B.2.3.

Appendix C

INSURANCE COVERAGE

USWSC SHALL MAINTAIN:

1. Statutory Workers' Compensation for all of USWSC' employees at the System as required by the State of Florida.
2. Comprehensive general liability insurance, insuring USWSC negligence, in an amount not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and/or property damage.

OWNER SHALL MAINTAIN:

1. Statutory Workers' Compensation for all of Owner's employees associated with the System as required by the State of Florida.
2. Property damage insurance for all property including vehicles owned by OWNER and operated by USWSC under this Agreement if applicable. Any property, including vehicles not properly or fully insured, shall be the financial responsibility of the OWNER.
3. Automobile liability insurance for collision, comprehensive, and bodily injury.

USWSC will provide at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this Agreement. USWSC may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law but only if such action does not invalidate the property insurance of OWNER. USWSC and the OWNER, on behalf of themselves and their insurers, waive their rights of subrogation with respect to losses occurring to property of the parties.

End Appendices

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 02/06/06, to all entities required to be notified, as referenced on the attached list that was provided by Mr. Stan Rieger of the Florida Public Service Commission Staff, as well as all of the customers of the utility by regular mail, and to the overall public as published in local newspaper.

By: _____

V. Penick
Victoria Penick
U.S. Water Services Corporation
Authorized Representative

Notarized:

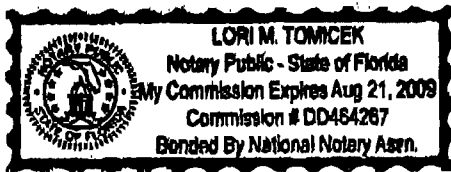
State of Florida
County of Pasco

Sworn and subscribed before me on this date Feb 23rd, 2006 by Victoria Penick, personally known to me.

Notary: _____

Lori M. Tomcek

Stamp: _____



AMENDED AND RESTATED APPLICATION
FOR TRANSFER OF MAJORITY ORGANIZATIONAL
CONTROL AND AMENDMENT TO CERTIFICATE
(Pursuant to section 367.071, Florida Statutes)

DOCKET NO.: 030458

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

The undersigned hereby files this amended and restated application for the transfer of majority organizational control and amendment to Certificate of HOLIDAY UTILITY COMPANY, INC., operating under Water Certificate No. 224-W located in Pasco County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

HOLIDAY UTILITY COMPANY, INC.
Phone No. (727) 934-5964

Fax No. N/A

Office street address:
3130 Shipwatch Drive
Holiday, Florida 34691

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

Internet Address:
N/A

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

Victoria Penick, Preparer/US Water Services Corp. (727) 848-8292
(or)

Melody Mickler, Current Utility Manager (727) 532-3069
3130 Shipwatch Drive
Holiday, Florida 34691
(or)

Brian P. Armstrong, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

(850) 224-4070

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

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

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

Mailing Address: Same

Internet Address if applicable: N/A

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

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

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

Please see attachment marked "Part II Exhibit A" to original application.

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

None. Please see attachment marked "Part II Exhibit B" to original application.

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

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

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

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

- E) Exhibit - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

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

- F) Exhibit - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standard set by the DEP.

If the system is in need or repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

After reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection, except as specifically addressed in Exhibit II-G, attached hereto. Please also see attachment marked "Part II Exhibit F" to original application.

PART III NOTICE OF ACTUAL APPLICATION

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

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

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

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

- (4) the regional planning council;
- (5) the Office of Public counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district. Copies of the notice and a list of entities noticed shall accompany the affidavit.

These items will be provided as a late filed exhibit.

- B) Exhibit - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit.

Will be provided as a late-filed exhibit.

- C) Exhibit - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit.

Will be provided as a late-filed exhibit.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$750.00 included and attached to Exhibit IV A to the original application and \$750.00 fee filed with this amended and restated application for a total filing fee of \$1,500.

PART V OTHER

- A) Exhibit - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Please see attachments Exhibit V A and V A.1 to the original application covering property easement for well no. 1. Regarding well nos. 2, 3, 4 and 5 the stock

purchase agreement dated April 25, 2003, is between Holiday Waterworks Corporation, as the Buyer, and the estate of the sole stockholder of Holiday Utility Company, Bartley L. Mickler (the "Estate"). Holiday Utility Company did not own the land upon which the utility facilities were located, rather the land was owned by the Estate. Attached as Exhibit V-C hereto is a copy of a quit claim deed dated November 28, 2003, from the Estate to Holiday Waterworks Corporation, the transferee of the stock of Holiday Utility Company. To permit Holiday Utility Company to continue to operate the facilities, Holiday Waterworks Corporation, as lessor, and Holiday Utility Company, as lessee, signed a 99 year lease granting Holiday Utility Company such rights. A copy of the lease also is included in Exhibit V-C, attached hereto.

The location of each well is shown in maps provided in Exhibit II-G, attached hereto.

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

Please see the tariff sheets provided in Exhibit V D attached hereto which replace the tariff sheets provided in Exhibit V B to the original application.

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

The original certificate was filed with the Public Service Commission by cover memorandum dated December 3, 2003. A copy of the certificate is attached hereto as Exhibit V E.

PART VI NEED FOR SERVICE

- A) See information provided in Exhibit II-G and Exhibit II-H, both of which are attached hereto.
- B) Not applicable.
- C) To the best of the applicant's knowledge, the provision of service will be consistent with the water sections of the local comprehensive plan at the time this application is filed, as approved by the Department of Community Affairs.

PART VII SYSTEM INFORMATION

- A) Water
- (1) The system provides potable water to its customers.

- (2) (i) Capacity of Existing Lines: Please see information provided in Exhibit II-G, attached hereto.
- (ii) Capacity of Existing Treatment Facilities: Please see information provided in Exhibit II-G, attached hereto.
- (iii) Design Capacity of the proposed extension: Please see information provided in Exhibit II-G, attached hereto.
- (3) There are no construction or operating permits at this time. Copies of preliminary plans for system facility expansions are provided in Exhibit II-G, attached hereto.
- (4) The system serves principally residential customers.
- (5) Not applicable.
- (6) Please see information provided in Exhibits V A and V A.1 of the original application and provided in Exhibit II-G attached hereto.

B) Wastewater. Not applicable. Wastewater service within the service territory is provided by septic tanks except in the Westwood area where Pasco County provides wastewater service.

PART VIII TERRITORY DESCRIPTION AND MAPS

- A) Please see attachment marked Exhibit II-G, attached hereto for the legal description of service territory requested.
- B) Please see attachment marked Exhibit II-G, attached hereto for a map of service territory requested.
- C) Please see attachment marked Exhibit II-G, attached hereto for maps indicating location of facilities.

PART IX AFFIDAVIT

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

BY: [Signature]
Applicant's Signature

Gary Deremer
Applicant's Name (Typed)

President
Applicant's Title

STATE OF FLORIDA
COUNTY OF PASCO

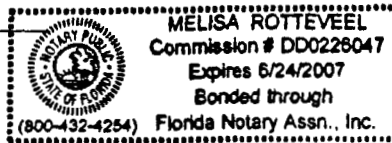
Subscribed and sworn to before me this 23rd day of the month of February in the year of 2004 by Gary Deremer who is personally known to me _____ or produced the following identification

Type of Identification Produced

Melisa Rotteveel
Notary Public's Signature

Print, Type or Stamp Seal

Notary Public



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 29th 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 Amstutz
V. Pouch

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

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

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 9 of 113

Exhibit A

DESCRIPTION:

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

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

THE WESTERLY 60.00 FEET THEREOF SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.
CONTAINING 5.340 ACRES MORE OR LESS.

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 its 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 condemnor, 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 will 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: *V. Penick*
OWNER - Holiday Waterworks Corporation

Print: Victoria Penick

Title: Sec/Treas

Witness: _____

Accepted by: *[Signature]*
THE UTILITY - Holiday Utility Company

Print: Gay Deem

Title: Pres

Witness: _____

EXHIBIT II-H

By this application for transfer and amendment to certificate, Applicant also seeks a Commission order reaffirming Applicant's authority to serve the territory described in the attachments to Exhibit II-G of this Application. The territory described in these attachments is identical to the legal description of the territory described in the tariff of Holiday Utility Company as filed with the Commission since the inception of the utility, except for three areas which Holiday acknowledges may currently be receiving service from Pasco County. Upon filing the original application for transfer in this docket, Applicant was informed by Commission staff that there were certain discrepancies between the legal description contained in the utility's tariff of the territory which the Applicant is authorized to serve and the legal description contained in the Commission's order which originally granted the territory to Applicant (the "Initial Order"). Since the date of Applicant's formation and the issuance of the original certificate of authority from the Commission, Applicant as well as state regulators, developers and neighboring utilities have operated under the premise that the territory for which the reaffirmation of authority to serve is sought by Applicant in this Application is the territory which Applicant always has been authorized by the Commission to serve.

Applicant requests that the territory described in Exhibit II-G be reaffirmed for Applicant in this transfer proceeding. The following facts further support such a reaffirmation of territory:

1. A number of years ago, the Commission deleted from Applicant's service territory, certain territory which the Commission believed the Applicant was authorized to serve based upon the legal description contained in the Applicant's tariff. Only recently have Commission staff and Applicant discovered that the area was not located within the service area identified in the Initial Order.

2. Applicant is currently serving customers located outside of the territory set forth in the Initial Order but within the territory described in Applicant's tariff. Applicant has been diligent in identifying these customers since being notified by Commission staff of the territory description discrepancy and requests, through this Application, the Commission's reaffirmation of Applicant's authority to continue to serve these customers.

3. There is a current need for service to the areas requested by Applicant which lie outside of the area described in the Initial Order for which Applicant has been working with developers to provide service. Please see copies of developer agreements included in Appendix L of Exhibit II-G, attached hereto. The expedited reaffirmation of Applicant's service territory will facilitate the timely delivery of service to these developers.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

224-W

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

HOLIDAY UTILITY COMPANY, INC.

Whose principal address is

P. O. BOX 27

TARPON SPRINGS, FL. 33589 (PASCO COUNTY)

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

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

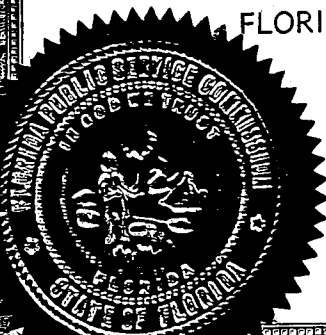
ORDER 6780 DATED 7-17-75 DOCKET 73489-W

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

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



William B. DeWalt

Administrative Secretary

William J. Mayo

Chairman

20,000.00



Rcpt: 680860 Rec: 10.50
DS: 140.00 IT: 0.90
05/15/03 Dpty Clerk

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 16 of 113

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

JED PITTMAN, PASCO COUNTY CLERK
05/15/03 08:11am 1 of 2
OR BK 5358 PG 368

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

QUIT CLAIM DEED

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

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

and HOLIDAY UTILITY COMPANY, 4821 U.S. 19, Suite 2A, New Port Richey, FL 34652, party of the second part,

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

SEE ATTACHED EXHIBIT "A"

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

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

Signed, Sealed and Delivered
In Our Presence:

Kenneth R. Misemer

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

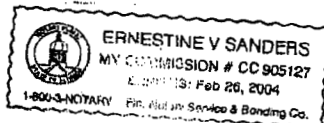
Ernestine V. Sanders

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 14th day of May, 2003, by ELAINE MICKLER, Individually and as Personal Representative of the Estate of Bartley L. Mickler, deceased, who is personally known to me or produced as identification.

Notary Public

My commission expires:



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

DESCRIPTION:

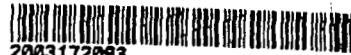
A PORTION OF THE TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

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"



2003172093
Rpt: 716222 Rec: 24.00
DS: 0.70 IT: 0.00
09/16/03 *JD* Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK
09/16/03 10:38am 1 of 5
OR BK 5539 PG 1949

GRANT OF EASEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the Presence of:

D. Scott Douglas
Print Name D. SCOTT DOUGLAS

Donna L. Veile
Print Name DONNA L. VEILE

Melody Mickler
Print Name Melody Mickler

J. L. Weaver
Print Name JOEL L. WEAVER

DIMMITT CAR LEASING, INC.

Larry H. Dimmitt, Jr. (SEAL)
Larry H. Dimmitt, Jr.
President

HOLIDAY UTILITIES, INC.

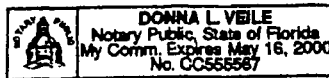
Bartley L. Mickler (SEAL)
Bartley L. Mickler
President
By: Etan E. Mickler, Sec. Rep.
ESTATE OF BARTLEY L. MICKLER.
DATED 7/12/02

STATE OF FLORIDA
COUNTY OF PINELLAS

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

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

Donna L. Veile
Notary Public
Print Name DONNA L. VEILE
My Commission Expires:

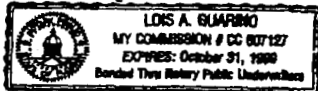


OR BK 5539 PG 1951
3 of 5

STATE OF FLORIDA
COUNTY OF PINELLAS

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

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



OR BK 5539 PG 1952
4 of 5

H:\DATA\ATT\DSB\DI\MITT\BASE\T.NAT

THIS IS NOT A SURVEY

WESTWOOD UNIT TWO
 (PLAT BOOK 9, PAGE 109)

N

SCALE: 1"=100'

P.O.B. SE CORNER OF LOT 87, WESTWOOD UNIT TWO

HICKORY (FIELD) LANE

86 85 84 83 82 81 80 79

N89°15'34"E 434.55'

S89°15'34"W 347.56'
 N00°41'46"W 10.00'

N00°44'26"W 57.00'

0.21 ACRES ±

S00°44'26"E 67.00'

S89°15'34"W 87.00'

TAMPA AND TARPON SPRINGS
 LAND COMPANY SUBDIVISION
 (PLAT BOOK 1, PAGE 69 AND 70)

TRACT 64

TRACT 58

S89°19'53"W SOUTH LINE OF SEC. 19-26-16
 (Bearing Basis)

LEGAL DESCRIPTION

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

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

OR BK 5539 PG 1953
 5 of 5

NOTES:

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

DIMITT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

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

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

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

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Vincent G. Ballantoni
 VINCENT G. BALLANTONI
 PROFESSIONAL SURVEYOR AND MAPPER # 5498
 STATE OF FLORIDA



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
 SCIENTISTS • LANDSCAPE ARCHITECTS

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

NABORS, GIBLIN & NICKERSON, P.A.
ATTORNEYS AT LAW

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 23 of 113

SUITE 200
1500 MAHAN DRIVE
TALLAHASSEE, FLORIDA 32308

TELEPHONE (850) 224-4070
TELECOPY (850) 224-4073

THE POINTE, SUITE 1060
2502 ROCKY POINT DRIVE
TAMPA, FLORIDA 33607
(813) 281-2222
TELECOPY (813) 281-0129

CNL CENTER, SUITE 510
450 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801
(407) 426-7595
TELECOPY (407) 426-8022

March 16, 2004

Via Hand-Delivery

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

RECEIVED-FPSC
04 MAR 16 PM 4:56
COMMISSION
CLERK

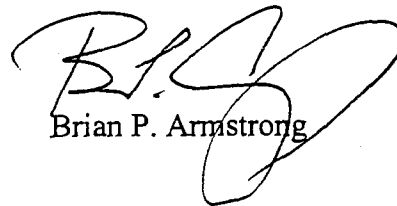
Re: Docket No. 030458-WU: Amended And Restated Application For Transfer Of Majority
Organizational Control And Amendment To Certificate

Dear Ms. Bayo:

Enclosed please find an original and five copies of the above-referenced Application and a check in the amount of \$750 which, when combined with the \$750 previously paid with the filing of the original application, represents a total \$1,500 filing fee. Kindly acknowledge filing of this Application by date stamping the enclosed copy of this letter and returning it in the postage pre-paid, self-addressed envelope provided herewith.

Your assistance and cooperation in this regard is appreciated.

Very truly yours,



Brian P. Armstrong

BPA/adg

Enclosures

F:\WPDATA\PROJECTS\USWater\03039\Bayo12_16.doc

RECEIVED & FILED
dh
FPSC-BUREAU OF RECORDS

AMENDED AND RESTATED APPLICATION
FOR TRANSFER OF MAJORITY ORGANIZATIONAL
CONTROL AND AMENDMENT TO CERTIFICATE
(Pursuant to section 367.071, Florida Statutes)

DOCKET NO.: 030458

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

The undersigned hereby files this amended and restated application for the transfer of majority organizational control and amendment to Certificate of HOLIDAY UTILITY COMPANY, INC., operating under Water Certificate No. 224-W located in Pasco County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

HOLIDAY UTILITY COMPANY, INC.
Phone No. (727) 934-5964

Fax No. N/A

Office street address:
3130 Shipwatch Drive
Holiday, Florida 34691

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

Internet Address:
N/A

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

Victoria Penick, Preparer/US Water Services Corp. (727) 848-8292
(or)

Melody Mickler, Current Utility Manager (727) 532-3069
3130 Shipwatch Drive
Holiday, Florida 34691
(or)

Brian P. Armstrong, Esq. (850) 224-4070
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

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

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

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

Mailing Address: Same

Internet Address if applicable: N/A

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

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

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

Please see attachment marked "Part II Exhibit A" to original application.

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

None. Please see attachment marked "Part II Exhibit B" to original application.

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

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

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

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

- E) Exhibit - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

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

- F) Exhibit - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standard set by the DEP.

If the system is in need or repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

After reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection, except as specifically addressed in Exhibit II-G, attached hereto. Please also see attachment marked "Part II Exhibit F" to original application.

PART III NOTICE OF ACTUAL APPLICATION

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

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

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

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

- (4) the regional planning council;
- (5) the Office of Public counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district. Copies of the notice and a list of entities noticed shall accompany the affidavit.

These items will be provided as a late filed exhibit.

- B) Exhibit - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit.

Will be provided as a late-filed exhibit.

- C) Exhibit - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit.

Will be provided as a late-filed exhibit.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$750.00 included and attached to Exhibit IV A to the original application and \$750.00 fee filed with this amended and restated application for a total filing fee of \$1,500.

PART V OTHER

- A) Exhibit - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Please see attachments Exhibit V A and V A.1 to the original application covering property easement for well no. 1. Regarding well nos. 2, 3, 4 and 5 the stock

purchase agreement dated April 25, 2003, is between Holiday Waterworks Corporation, as the Buyer, and the estate of the sole stockholder of Holiday Utility Company, Bartley L. Mickler (the "Estate"). Holiday Utility Company did not own the land upon which the utility facilities were located, rather the land was owned by the Estate. Attached as Exhibit V-C hereto is a copy of a quit claim deed dated November 28, 2003, from the Estate to Holiday Waterworks Corporation, the transferee of the stock of Holiday Utility Company. To permit Holiday Utility Company to continue to operate the facilities, Holiday Waterworks Corporation, as lessor, and Holiday Utility Company, as lessee, signed a 99 year lease granting Holiday Utility Company such rights. A copy of the lease also is included in Exhibit V-C, attached hereto.

The location of each well is shown in maps provided in Exhibit II-G, attached hereto.

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

Please see the tariff sheets provided in Exhibit V D attached hereto which replace the tariff sheets provided in Exhibit V B to the original application.

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

The original certificate was filed with the Public Service Commission by cover memorandum dated December 3, 2003. A copy of the certificate is attached hereto as Exhibit V E.

PART VI NEED FOR SERVICE

- A) See information provided in Exhibit II-G and Exhibit II-H, both of which are attached hereto.
- B) Not applicable.
- C) To the best of the applicant's knowledge, the provision of service will be consistent with the water sections of the local comprehensive plan at the time this application is filed, as approved by the Department of Community Affairs.

PART VII SYSTEM INFORMATION

- A) Water
- (1) The system provides potable water to its customers.

- (2) (i) Capacity of Existing Lines: Please see information provided in Exhibit II-G, attached hereto.
- (ii) Capacity of Existing Treatment Facilities: Please see information provided in Exhibit II-G, attached hereto.
- (iii) Design Capacity of the proposed extension: Please see information provided in Exhibit II-G, attached hereto.
- (3) There are no construction or operating permits at this time. Copies of preliminary plans for system facility expansions are provided in Exhibit II-G, attached hereto.
- (4) The system serves principally residential customers.
- (5) Not applicable.
- (6) Please see information provided in Exhibits V A and V A.1 of the original application and provided in Exhibit II-G attached hereto.

B) Wastewater. Not applicable. Wastewater service within the service territory is provided by septic tanks except in the Westwood area where Pasco County provides wastewater service.

PART VIII TERRITORY DESCRIPTION AND MAPS

- A) Please see attachment marked Exhibit II-G, attached hereto for the legal description of service territory requested.
- B) Please see attachment marked Exhibit II-G, attached hereto for a map of service territory requested.
- C) Please see attachment marked Exhibit II-G, attached hereto for maps indicating location of facilities.

PART IX AFFIDAVIT

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

BY: [Signature]
Applicant's Signature

Gary Deremer
Applicant's Name (Typed)

President
Applicant's Title

STATE OF FLORIDA
COUNTY OF PASCO

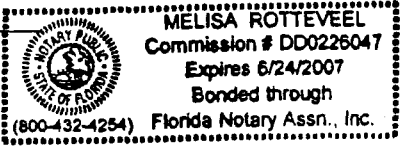
Subscribed and sworn to before me this 23rd day of the month of February
in the year of 2004 by Gary Deremer who is
personally known to me or produced the following identification

Type of Identification Produced

Melisa Rotteveel
Notary Public's Signature

Print, Type or Stamp Seal

Notary Public



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. P. [Signature]

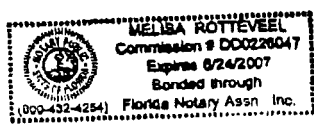
Elaine E. Mickler
Elaine Mickler, Individually
and as Personal Representative
of the Estate of Bartley L.
Mickler, deceased

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:



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

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 32 of 113

Exhibit A

DESCRIPTION:

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

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

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

CONTAINING 5.340 ACRES MORE OR LESS.

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 its 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 codemnor, 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: *V. Penick*
OWNER - Holiday Waterworks Corporation

Print: Victoria Penick

Title: Sec/Treas

Witness: _____

Accepted by: *Gary Deane*
THE UTILITY - Holiday Utility Company

Print: Gary Deane

Title: Pres

Witness: _____

EXHIBIT II-H

By this application for transfer and amendment to certificate, Applicant also seeks a Commission order reaffirming Applicant's authority to serve the territory described in the attachments to Exhibit II-G of this Application. The territory described in these attachments is identical to the legal description of the territory described in the tariff of Holiday Utility Company as filed with the Commission since the inception of the utility, except for three areas which Holiday acknowledges may currently be receiving service from Pasco County. Upon filing the original application for transfer in this docket, Applicant was informed by Commission staff that there were certain discrepancies between the legal description contained in the utility's tariff of the territory which the Applicant is authorized to serve and the legal description contained in the Commission's order which originally granted the territory to Applicant (the "Initial Order"). Since the date of Applicant's formation and the issuance of the original certificate of authority from the Commission, Applicant as well as state regulators, developers and neighboring utilities have operated under the premise that the territory for which the reaffirmation of authority to serve is sought by Applicant in this Application is the territory which Applicant always has been authorized by the Commission to serve.

Applicant requests that the territory described in Exhibit II-G be reaffirmed for Applicant in this transfer proceeding. The following facts further support such a reaffirmation of territory:

1. A number of years ago, the Commission deleted from Applicant's service territory, certain territory which the Commission believed the Applicant was authorized to serve based upon the legal description contained in the Applicant's tariff. Only recently have Commission staff and Applicant discovered that the area was not located within the service area identified in the Initial Order.

2. Applicant is currently serving customers located outside of the territory set forth in the Initial Order but within the territory described in Applicant's tariff. Applicant has been diligent in identifying these customers since being notified by Commission staff of the territory description discrepancy and requests, through this Application, the Commission's reaffirmation of Applicant's authority to continue to serve these customers.

3. There is a current need for service to the areas requested by Applicant which lie outside of the area described in the Initial Order for which Applicant has been working with developers to provide service. Please see copies of developer agreements included in Appendix L of Exhibit II-G, attached hereto. The expedited reaffirmation of Applicant's service territory will facilitate the timely delivery of service to these developers.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

224-W

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

HOLIDAY UTILITY COMPANY, INC.

Whose principal address is

P. O. BOX 27

TARPON SPRINGS, FL. 33589 (PASCO COUNTY)

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

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

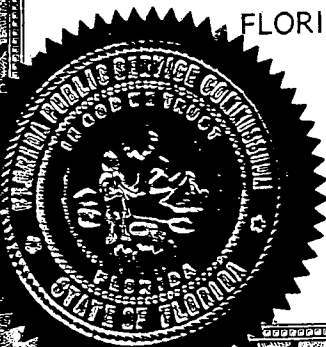
ORDER 6780 DATED 7-17-75 DOCKET 73489-W

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

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



William B. DeWalt

Administrative Secretary

William J. Mayo

Chairman



2003086854

Rcpt: 680660 Rec: 10.50
DS: 140.00 IT: 0.00
05/15/03 Dpty Clerk

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 39 of 113

20,000.00

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

JED PITTMAN, PASCO COUNTY CLERK
05/15/03 09:11am 1 of 2
OR BK 5358 PG 368

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

QUIT CLAIM DEED

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

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

and HOLIDAY UTILITY COMPANY, 4821 U.S. 19, Suite 2A, New Port Richey FL 34652, party of the second part,

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

SEE ATTACHED EXHIBIT "A"

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

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

Signed, Sealed and Delivered
In Our Presence:

Kenneth R. Misemer

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

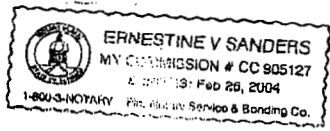
Ernestine V. Sanders

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this _____ day of May, 2003, by ELAINE MICKLER, Inidividually, and as Personal Representatice of the Estate of Bartley L. Mickler, deceased, who is personally known to me or produced _____ as identification.

Notary Public

My commission expires:



This instrument was prepared from information furnished by the parties 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:

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"



Rept: 716222 Rec: 24.00
DS: 0.70 IT: 0.00
09/16/03 *JED* Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
09/16/03 10:38am 1 of 5
OR BK 5539 PG 1949

GRANT OF EASEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the Presence of:

[Signature]
Print Name D. SCOTT DOUGLAS

[Signature]
Print Name DONNA L. VEILE

[Signature]
Print Name Melody Mickler

[Signature]
Print Name JOEL R. WEAVER

DIMMITT CAR LEASING, INC.

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

HOLIDAY UTILITIES, INC.

[Signature] (SEAL)
Bartley L. Mickler
President

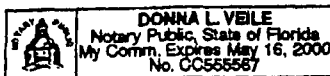
By: [Signature] PEA REP.
ESTATE OF BARTLEY L. MICKLER.
DATED 7/12/02

STATE OF FLORIDA
COUNTY OF PINELLAS

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

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

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

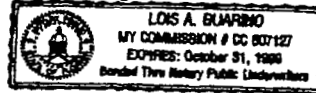


OR BK 5539 PG 1951
3 of 5

STATE OF FLORIDA
COUNTY OF PINELLAS

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

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

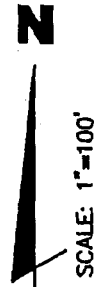
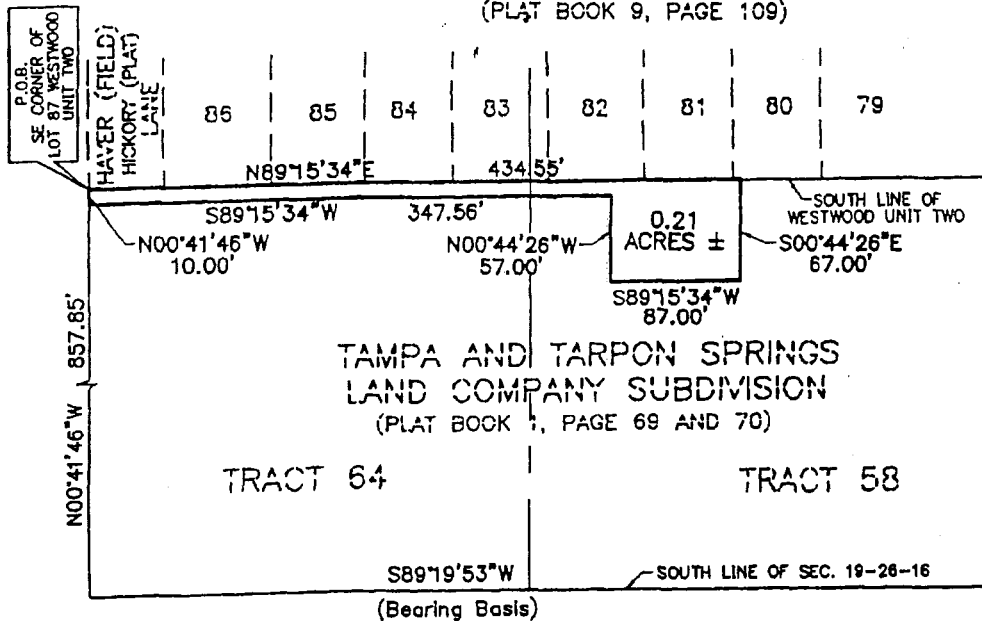


OR BK 5539 PG 1952
4 of 5

H:\DATA\ATY\DSD\DDMITT\BASEMT.NAT

THIS IS NOT A SURVEY

WESTWOOD UNIT TWO
 (PLAT BOOK 9, PAGE 109)



LEGAL DESCRIPTION

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

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

OR BK 5539 PG 1953
 5 of 5

NOTES:

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

DIMITT CAR LEASING

SHETCH AND LEGAL DESCRIPTION

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

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

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

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

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



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
 SCIENTISTS • LANDSCAPE ARCHITECTS

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

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

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

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

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

PART I APPLICANT INFORMATION

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

HOLIDAY UTILITY COMPANY, INC.

Phone No. (727) 934-5964

Fax No. N/A

Office street address:
3130 Shipwatch Drive
Holiday, Florida 34691

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

Internet Address:
N/A

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

 **COPY**

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

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

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

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

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

Mailing address: Same

Internet address if applicable: n/a

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

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

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

Please see attachment marked "Part II Exhibit A".

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

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

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

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

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

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

- E) Exhibit - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

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

- F) Exhibit - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

Please see attachment marked "Part II Exhibit F".

PART III NOTICE OF ACTUAL APPLICATION

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

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

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

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

(4) the regional planning council;

(5) the Office of Public Counsel;

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

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

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

THESE ITEMS WILL BE PROVIDED AS A LATE FILED EXHIBIT.

B) Exhibit - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit.

WILL BE PROVIDED AS A LATE-FILED EXHIBIT.

C) Exhibit - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit.

WILL BE PROVIDED AS A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

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

PART V

OTHER

- A) Exhibit - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

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

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

Please see attachment Exhibit V B.

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

Please see attachment Exhibit V C.

PART VI AFFIDAVIT

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

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

Gary Deremer
Applicant's Name (Typed)
President
Applicant's Title *
Holiday Waterworks Corporation

Subscribed and sworn to before me this 22nd day of the month of May in the year of 2003 by Gary Deremer who is personally known to me _____ or produced the following identification _____

Type of Identification Produced _____
[Signature]
Notary Public's Signature

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

Name of _____

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

Part II
Financial and Technical Information

Exhibit A

Transfer of Major Control
PSC Application – Holiday Utility Company

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

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

Please see resume of Gary Deremer included within this Exhibit.

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

HOLIDAY WATERWORKS **CORPORATION**

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

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

GARY DEREMER - Resume

Founder and President:

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

Current Professional Experience:

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

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

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

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

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

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

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

Past Professional Experience:

American Water Services, Inc.

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

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

Field Supervisor- Pasco County Utilities – 1983 – 1985:

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

Extracurricular Professional Activities:

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

Education:

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

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

Professional Certifications:

- State of Florida, Department of Business and Professional Regulation: Licensed Water Treatment Plant Operator, Certification (#COA5894)
 - Class A February 1989
 - Class B August 1988
 - Class C February 1987
 - Class D November 1986
- State of Florida, Department of Business and Professional Regulation; Licensed Wastewater Treatment Plant Operator. Certification (#COB8727).
 - Class B July 1994
 - Class C May 1999
 - Wastewater Collection Technician. Class A Certification #358 July 1997
 - Wastewater Collection Technician. Class B Certification #563. October 1993.
 - Wastewater Collection Technician. Class C Certification #1351. August 1991.
 - Backflow Prevention Assembly Tester. Certification #7.
 - Water Distribution Technician. Class A Certification #285 July 1997

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

Professional Memberships:

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

Part II
Financial and Technical Information

Exhibit B

Transfer of Major Control
PSC Application – Holiday Utility Company

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

**Part V
Other**

Exhibit A

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

Well No 1:

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

Wells 2,3 and 4:

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

DESCRIPTION OF

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 58 of 113

HOLIDAY UTILITY COMPANY WELL FIELD

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

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

Order No. 711231
Holiday Utility Company
July 19, 1974

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 59 of 113

HOLIDAY UTILITY COMPANY WELL FIELD (Continued)

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

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

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

QUIT CLAIM DEED

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

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

and HOLIDAY UTILITY COMPANY, 2202 Bailey's Bluff Road, Holiday, FL 34691, party of the second part,

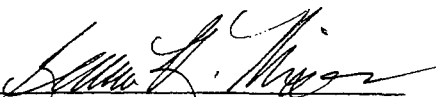
Witnesseth, that the said party of the first part, for and in consideration Ten Dollars and other valuable considerations, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand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


SEE ATTACHED EXHIBIT "A"

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

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

Signed, Sealed and Delivered
In Our Presence:

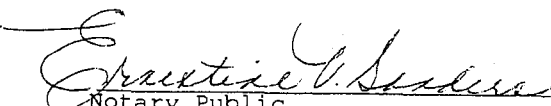

Kenneth R. Misemer


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

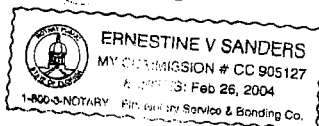

Ernestine V. Sanders

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this _____ day of May, 2003, by ELAINE MICKLER, Individually and as Personal Representative of the Estate of Bartley L. Mickler, deceased, who is personally known to me or produced _____ as identification.


Notary Public

My commission expires:



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

Quit Claim Deed
5/14/03

Exhibit A

DESCRIPTION:

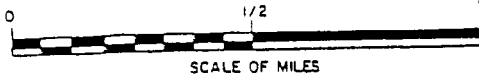
A PORTION OF THE TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

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

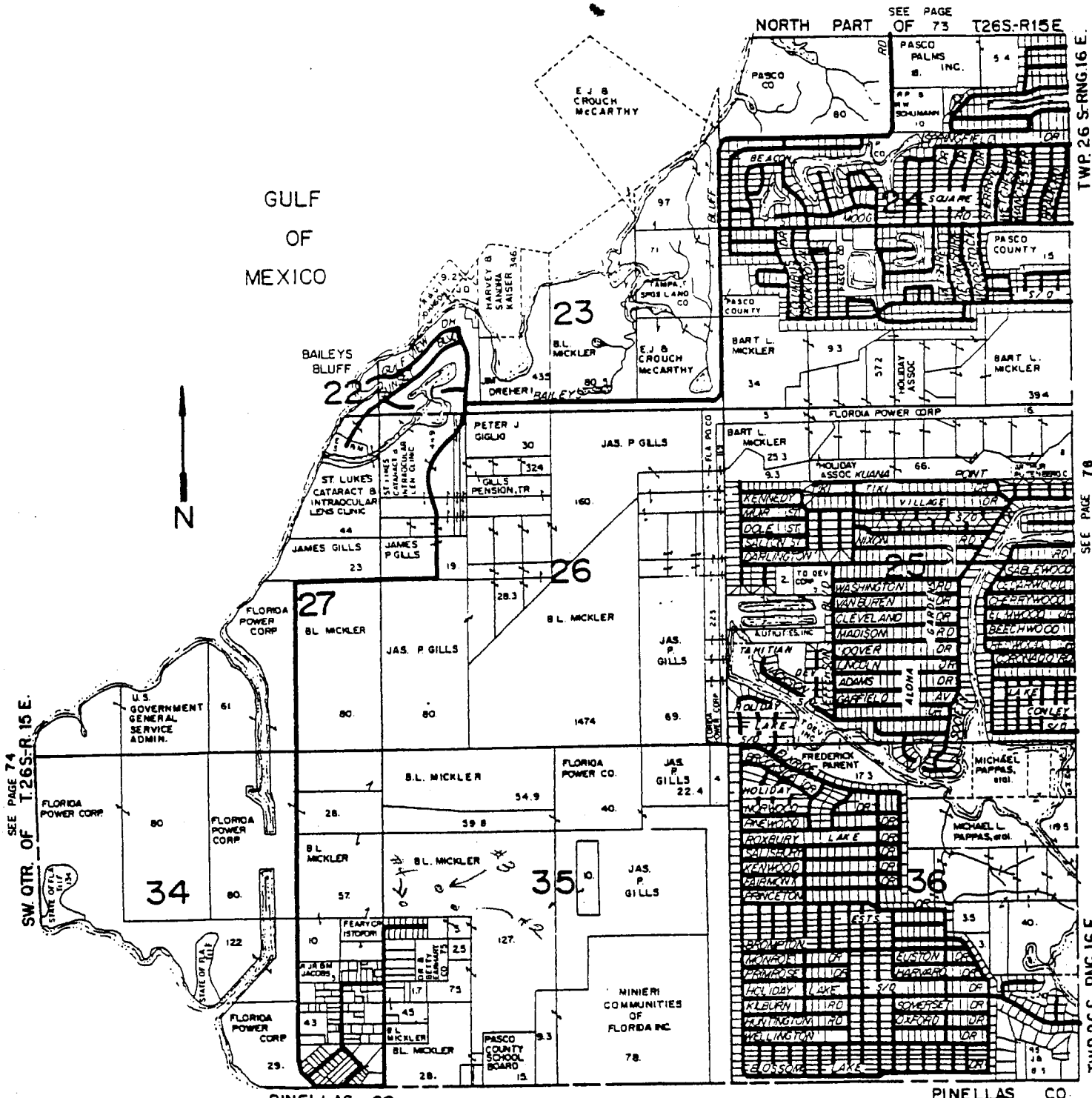
THE WESTERLY 60.00 FEET THEREOF SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.

CONTAINING 5.340 ACRES MORE OR LESS.

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



GULF OF MEXICO



PINELLAS CO.
 © 1984, FLORIDA PLATS, REV. 7/87

Diagram of Quartered Maps

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

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

TWP. 26 S. - RNG. 15 E.
 SEE PAGE 78
 SEE PAGE 79
 PINELLAS CO. DMC 11 E

**Part V
Other**

Exhibit A.1

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

Well No 1:

Written easement copy attached, as indicated in Exhibit A.

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

GRANT OF EASEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

In the Presence of:

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

DIMMITT CAR LEASING, INC.

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

Print Name _____

Print Name _____

HOLIDAY UTILITIES, INC.

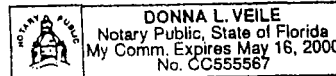
Bartley L. Mickler (SEAL)
President

STATE OF FLORIDA
COUNTY OF PINELLAS

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

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

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



STATE OF FLORIDA
COUNTY OF PINELLAS

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

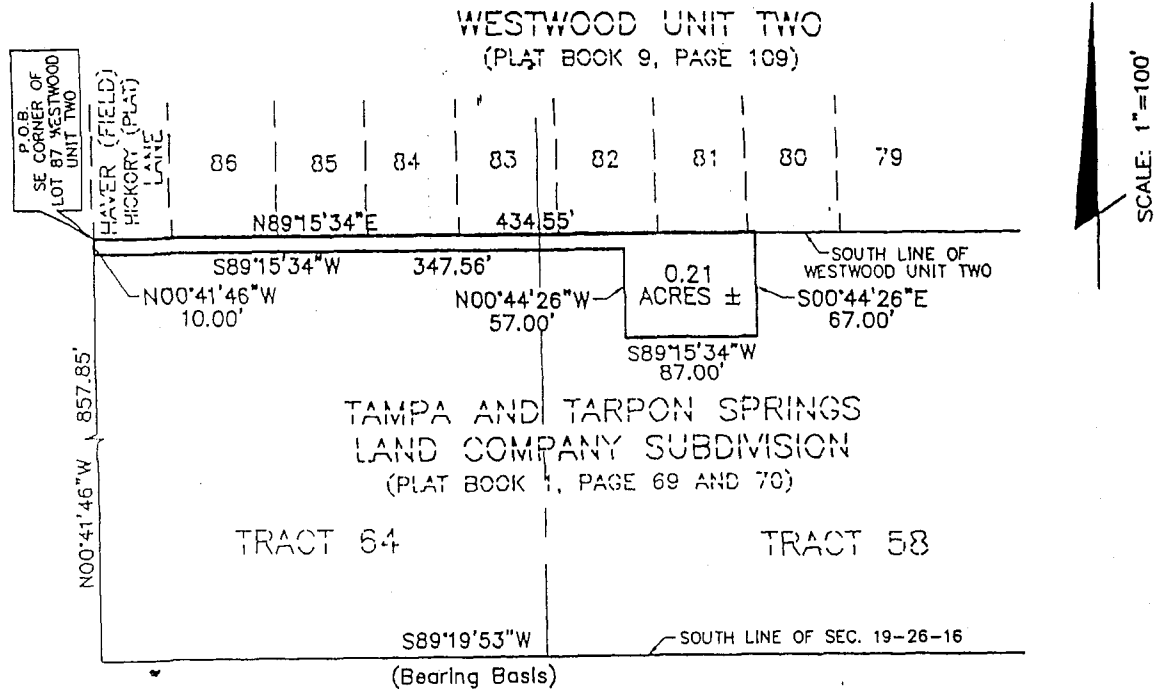
Notary Public
Print Name _____
My Commission Expires: _____

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

THIS IS NOT A SURVEY

Exhibit _____ (GD-5)

Page 68 of 113



LEGAL DESCRIPTION

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

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

NOTES:

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

DIMITT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

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

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

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

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
SCIENTISTS • LANDSCAPE ARCHITECTS

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

Vinceny G. Ballanton
VINCENY G. BALLANTON
PROFESSIONAL SURVEYOR AND MAPPER # 5498
STATE OF FLORIDA

GRANT OF EASEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the Presence of: DIMMITT CAR LEASING, INC.

Print Name _____

Larry H. Dimmitt, Jr. (SEAL)
President

Print Name _____

HOLIDAY UTILITIES, INC.

Print Name _____

Bartley L. Mickler by POA Elaine Mickler

Bartley L. Mickler (SEAL)
President

Print Name _____

STATE OF FLORIDA
COUNTY OF PINELLAS

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

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

Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

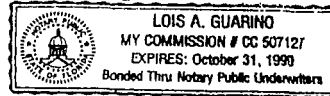
The foregoing instrument was acknowledged before me this 22nd day of October, 1996, by Bartley L. Mickler, as President of Holiday Utilities, Inc. who is personally known to me or who has produced a Florida driver's license as identification and did take an oath.

Lois A. Guarino

Notary Public

Print Name

My Commission Expires:

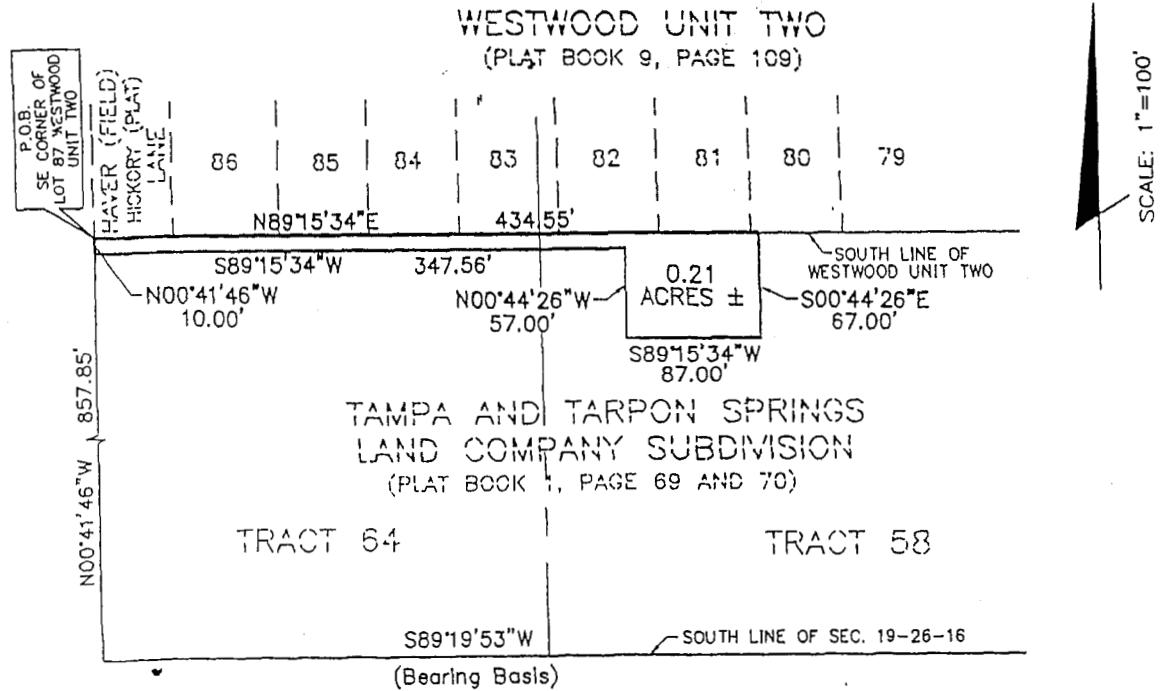


H:\DATA\ATY\DSD\DIMMITT\EASEMT.WAT

THIS IS NOT A SURVEY

Exhibit (GD-5)

Page 73 of 113 **N**



LEGAL DESCRIPTION

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

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

NOTES:

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

DIMITT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

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

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

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

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION



KING ENGINEERING ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS
SCIENTISTS • LANDSCAPE ARCHITECTS

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

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

**Part V
Other**

Exhibit B

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

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

Twelfth Revised Sheet No. 18.0
 Cancels Eleventh Revised Sheet No. 18.0

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and Individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	-	<table border="0"> <tr> <td style="text-align: left;"><u>Meter Size</u></td> <td style="text-align: right;"><u>Base Facility Charge</u></td> </tr> <tr> <td>5/8" x 3/4"</td> <td style="text-align: right;">\$ 5.37</td> </tr> <tr> <td>1"</td> <td style="text-align: right;">\$ 13.45</td> </tr> <tr> <td>1 1/2"</td> <td style="text-align: right;">\$ 26.90</td> </tr> <tr> <td>2"</td> <td style="text-align: right;">\$ 43.07</td> </tr> <tr> <td>3"</td> <td style="text-align: right;">\$ 86.11</td> </tr> <tr> <td>4"</td> <td style="text-align: right;">\$ 134.56</td> </tr> <tr> <td>6"</td> <td style="text-align: right;">\$ 269.14</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Gallon Charge Per 1,000 Gallons</td> <td style="text-align: right;">\$ 1.36</td> </tr> </table>	<u>Meter Size</u>	<u>Base Facility Charge</u>	5/8" x 3/4"	\$ 5.37	1"	\$ 13.45	1 1/2"	\$ 26.90	2"	\$ 43.07	3"	\$ 86.11	4"	\$ 134.56	6"	\$ 269.14			Gallon Charge Per 1,000 Gallons	\$ 1.36
<u>Meter Size</u>	<u>Base Facility Charge</u>																					
5/8" x 3/4"	\$ 5.37																					
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3"	\$ 86.11																					
4"	\$ 134.56																					
6"	\$ 269.14																					
Gallon Charge Per 1,000 Gallons	\$ 1.36																					

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - 5/14/2003
 Gary Deremer
 ISSUING OFFICER

TYPE OF FILING - 2000 Price Index
 President
 TITLE

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

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

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - 5/14/2003
Gary Deremer
 ISSUING OFFICER

TYPE OF FILING - 2000 Price Index
President
 TITLE

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and Individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

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

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - 5/14/2003
 Gary Deremer
 ISSUING OFFICER

TYPE OF FILING - 2000 Price Index
 President
 TITLE

Holiday Utility Co., Inc

Second Revised Sheet No. 18.0
Cancels First Revised Sheet No 18RESIDENTIAL SERVICERATE SCHEDULE RSAVAILABILITY - AVAILABLE THOURGHOUT THE AREA SERVED BY THE COMPANY.APPLICABILITY - FOR WATER SERVICE FOR ALL PURPOSES IN PRIVATE RESIDENCES AND INDIVIDUALLY METERED APARTMENT UNITS.LIMITATIONS- SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND REGULATIONS OF THE COMMISSION.RATE -

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

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

JUL 3 1981

Bart L. Mickler, President

VALID

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

NAME OF COMPANY: Holiday Utility Company, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

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

MINIMUM CHARGE - Base Facility Charge

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

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

TYPE OF FILING - 2000 Price Index President
 TITLE

Part V
Other

Exhibit C

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

Copy of Utility Certificate attached.



Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 81 of 113

FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

224-W

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

HOLIDAY UTILITY COMPANY, INC.

Whose principal address is

P. O. BOX 27

TARPON SPRINGS, FL. 33589 (PASCO COUNTY)

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

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

ORDER 6780 DATED 7-17-75 DOCKET 73489-W

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

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



William B. DeWally

Administrative Secretary

William J. Mayo

Chairman

Part II
Financial and Technical Information

Exhibit C.1

Transfer of Major Control
PSC Application – Holiday Utility Company

Please see attached in addition to exhibit C.

LAND PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

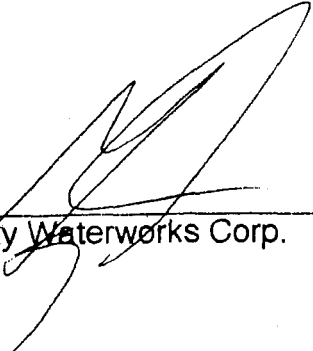
(iii) Governing law: This Agreement supersedes all previous agreements and understandings between the Parties and shall be governed by all construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application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

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

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


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


Buyer



Holiday Waterworks Corp.

Sellers


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


Elaine Mickler
Individually

Executed by Buyer on
April 25th, 2003

Executed by Seller on
April 25th, 2003

Exhibit A

wells at Onelato

To be Surveyed

Part II
Financial and Technical Information

Exhibit C

Transfer of Major Control
PSC Application – Holiday Utility Company

Please see attached in additional exhibit C.1.

STOCK PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnification:

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

8. Covenants: Seller and Buyer agree as follows:

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

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

9. Public Service Commission Approval:

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

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

10. General Provisions:

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

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

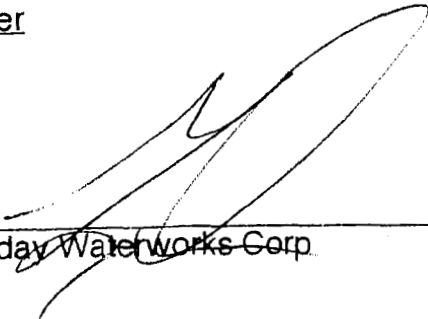
(iii) Governing law: This Agreement supersedes all previous agreements and understandings between the Parties and shall be governed by all construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application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

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

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


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


Buyer



Holiday Waterworks Corp.

Sellers



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

Elaine Mickler
Individually

Executed by Buyer on
April 25th, 2003

Executed by Seller on
April 25th, 2003

Exhibit "B" As To Stock Purchase Agreement

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

GRANT OF EASEMENT

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

W I T N E S S E T H:

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

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

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

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

EXHIBIT "A"

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

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

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

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

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

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

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

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

In the Presence of:

DIMMITT CAR LEASING, INC.

Print Name _____

Larry H. Dimmitt, Jr. (SEAL)
President

Print Name _____

HOLIDAY UTILITIES, INC.

Print Name _____

Bartley L. Mickler (SEAL)
President

Print Name _____

STATE OF FLORIDA
COUNTY OF PINELLAS

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

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

Notary Public
Print Name _____
My Commission Expires: _____

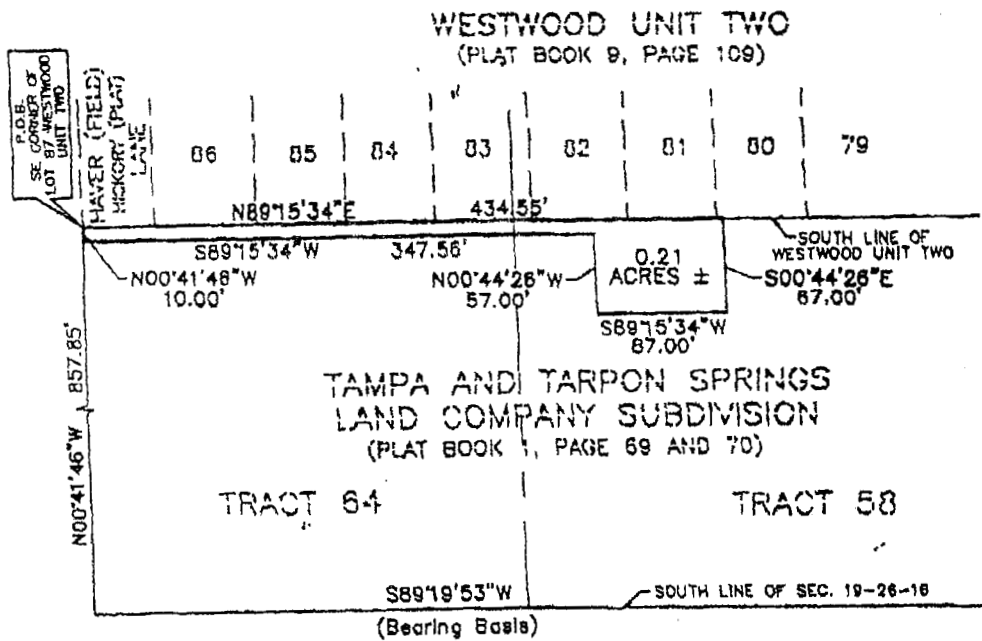
STATE OF FLORIDA
COUNTY OF PINELLAS

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

Notary Public
Print Name _____
My Commission Expires: _____

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

THIS IS NOT A SURVEY



LEGAL DESCRIPTION

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

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

NOTES:

1. Sketch is a graphic representation and does not reflect a field survey.
2. Basis of Bearings: held the South line of Section 19, Township 28 South, Range 18 East, Pasco County, Florida. Said line bears, S89°19'53"W.
3. No title information furnished to the surveyor in conjunction with this sketch.

DIMITT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

SCALE 1"=100'	DATE 9/10/96	DRAWN ACAD	CALCULATED V.G.B.	CHECKED V.G.B.
PAR. NO. 3899-100-000.455	SECTION 19	TOWNSHIP 28 SOUTH	RANGE 16 EAST	

I hereby certify that this legal description and sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G7-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

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



KING ENGINEERING ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 SCIENTISTS • LANDSCAPE ARCHITECTS

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

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

IN THE CIRCUIT COURT FOR PASCO COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF
BARTLEY L. MICKLER,

Deceased.

Case No. 99001454 CP
DW - J

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN:

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

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

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

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

STATE OF FLORIDA
COUNTY OF PASCO

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

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

[Signature]
Circuit Court Judge
Honorable Craig C. Villanti

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

RCP NPR

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

*I, the undersigned, hereby sell, assign and transfer
to the order of the order of the undersigned
the Capital Stock represented by the within
certificates and do hereby irrevocably constitute and appoint
to transfer the said stock on the books of the within named
corporation with full power of substitution in the premises
Dated April 25 1903
Charles M. Miller
General Representative
of the order of the undersigned*

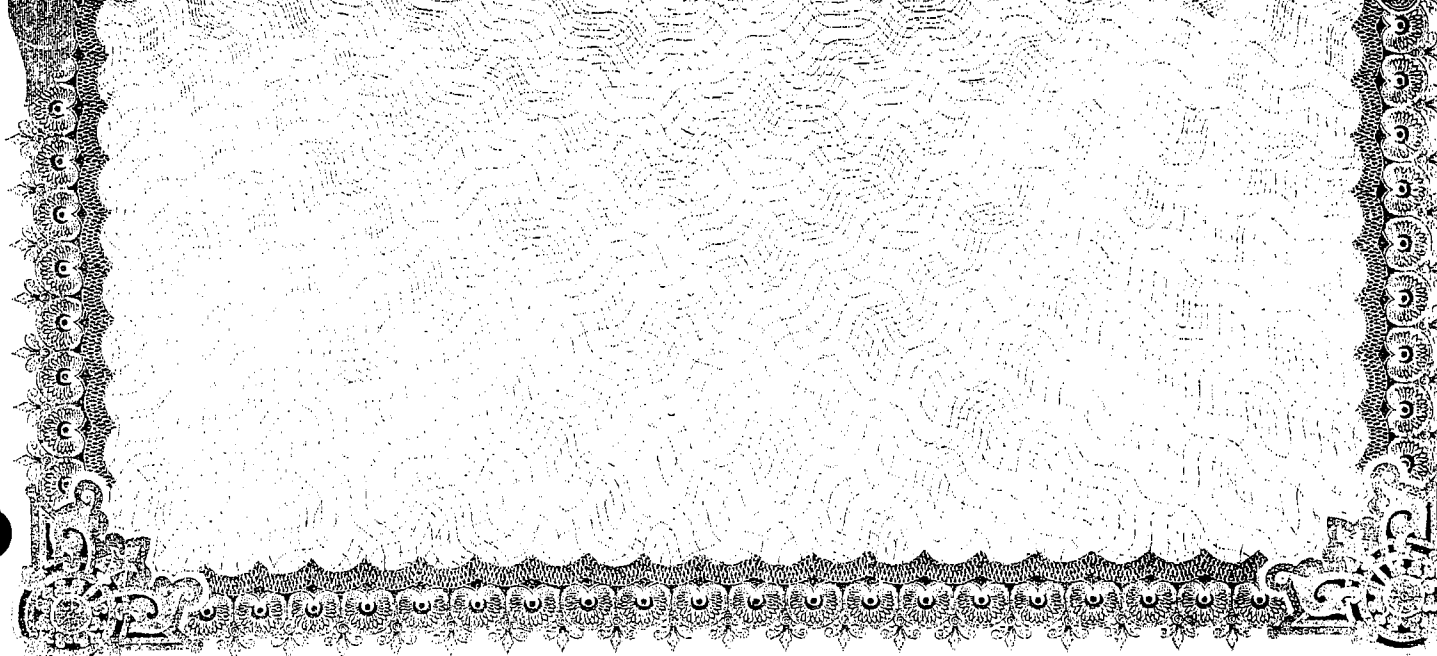
CERTIFICATE

FOR 99 SHARES

Capital Stock

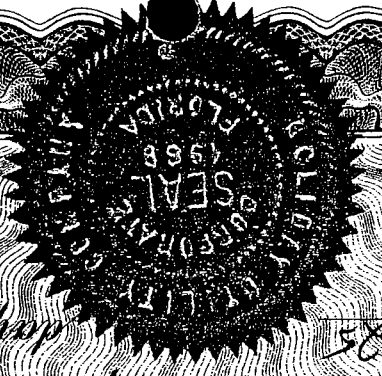
ISSUED TO

PAID



72

700



Secretary

Elaine Mueller

President

Malby Tucker

This

day of *April* 19*2003*

IN WITNESS WHEREOF the said Corporation has caused this certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed

transferred to the order of *Johnnie M. Smith* Secretary of the Florida State Seal
holders by signing upon the reverse hereof the proper stock of the
Holding Utility Company, fully paid and non-assessable

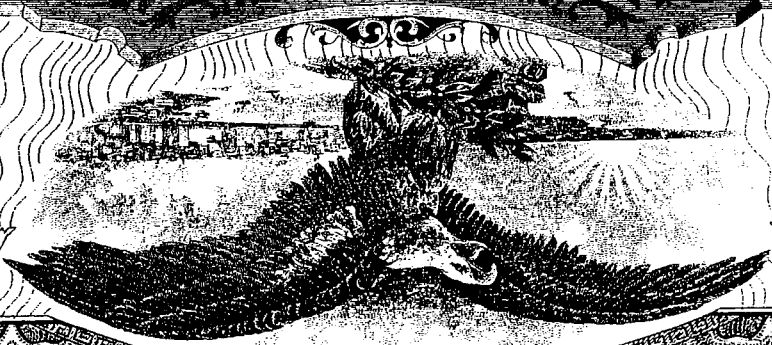
THIS CERTIFICATE

is the property of *Johnnie M. Smith* Secretary of the Florida State Seal
of the *State of Florida* the owner of
99 shares of the common stock of

100 SHARES COMMON STOCK, NO PAR VALUE

INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

Holding Utility Company



NUMBER

SHARES

99

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 99 of 113

DESCRIPTION OF

HOLIDAY UTILITY COMPANY SERVICE AREA

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

9/11/74 Edward A. [Signature]

Docket No. 030458-WU

Exhibit _____ (GD-5)

Page 100 of 113

HOLIDAY UTILITY COMPANY SERVICE AREA (continued)

the Northwest corner of Lot 1229 of Beacon Square Unit 11-A as recorded in Plat Book 9, page 73 of the Public Records of Pasco County, Florida; thence South a distance of 85.51 feet, more or less, to the Southwest corner of said Lot 1229; thence East a distance of 40 feet, more or less, to the Southeast corner of said Lot 1229; thence North a distance of 85.72 feet, more or less, to the Northeast corner of said Lot 1229; thence East a distance of 1,188.80 feet, more or less, to the Northeast corner of Lot 1247 of said Unit 11-A; thence South a distance of 92.00 feet, more or less, to the Southeast corner of said Lot 1247; thence East along the South boundary of Beacon Square Unit 6 as recorded in Plat Book 8, page 139 of the Public Records of Pasco County, Florida, and along the South boundary of Beacon Square Unit 5 as recorded in Plat Book 8, page 103 of the Public Records of Pasco County, Florida, and along the South boundary of Beacon Square Unit 1 as recorded in Plat Book 8, page 37 of the Public Records of Pasco County, Florida, and along the South boundary of Beacon Square Unit 1-A as recorded in Plat Book 8, page 112 of the Public Records of Pasco County, Florida, a distance of 2,631.97 feet, more or less, to the Westerly right-of-way of State Road No. 55, Section 14030 (U. S. Highway No. 19), as it is now established; thence South along said right-of-way, a distance of 2,268 feet, more or less, to a point 380 feet, more or less, North of the intersection of said right-of-way with the South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 16 East; thence West a distance of 700 feet, more or less, to a point 380 feet, more or less, North and 530 feet, more or less, East of the Southwest corner of the

9/4/74 Edward A. Galt

Northeast 1/4 of the Northwest 1/4 of said Section 30; thence South a distance of 380 feet, more or less, to the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence West along said South line, a distance of 530 feet, more or less, to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence West along the South line of the North 1/4 of said Section 30, a distance of 1,320 feet, more or less, to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 30; thence West along the South line of the North 1/4 of Section 25, Township 26 South, Range 15 East, a distance of 5,280 feet, more or less, to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 25; thence South along the East line of Section 26, Township 26 South, Range 15 East, and the East line of Section 35, Township 26 South, Range 15 East, a distance of 9,240 feet, more or less, to the Southeast corner of said Section 35; thence West along the South line of said Section 35, a distance of 4,620 feet, more or less, to the Northeast corner of Tract 22 of Tampa-Tarpon Springs Land Company Subdivision of Section 2, Township 27 South, Range 15 East, as recorded in Plat Book 1, page 116 of the Public Records of Hillsborough County of which Pinellas County formerly was a part; thence South along the East line of said Tract 22 and its Southerly extension thereof, a distance of 2,165 feet, more or less, to the mean high water line of the North bank of the Anclote River; thence meander in a Northwesterly direction along said mean high water line, a distance of 3,590 feet, more or less, to the Easterly boundary of the property owned by the Florida Power Company, as described in the final judgment

9/4/74 Edward A. Gentry

HOLIDAY UTILITY COMPANY SERVICE AREA (continued)

Docket No. 030458-WU

Exhibit _____ (GD-5)

Page 102 of 113.

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

9/4/74 Edward A. Justice

Part II
Financial and Technical Information

Exhibits D and E

Transfer of Major Control
PSC Application – Holiday Utility Company

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

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

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

October 28, 2002

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

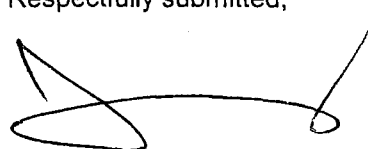
We have compiled the accompanying Statement of Assets and Liabilities (Estimated Value Basis) of Gary A. and Patricia S. Deremer as of October 22, 2002, and related selected information, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of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

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

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

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

Respectfully submitted,



J. S. Baillie, Jr.
Certified Public Accountant

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

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 106 of 113

ASSETS:

Cash	
Checking Accounts	\$ 566,000
Active Asset Accounts	91,500
Marketable Securities	70,000
Deferred Compensation	127,445
Office Building	1,323,000
Personal Residence - Schooner Place	650,000
Developed Lots	
Seaforest Drive	40,000
Commercial - Fire Station Road	150,000
Multi Family - Fire Station Road	70,000
Mooring Lots - Gulf Harbors	80,000
Personal Property	200,000
Watercraft (4 vessels)	80,000
Vehicle - 2001 Ford F150 Truck	14,000
Note Receivable - American Water	311,500
Escrow Account - American Water	155,750
Deferred Payment - American Water	120,000
Note Receivable - Lindrick Service Corp.	111,250
	<hr/>
TOTAL ASSETS:	4,160,445

LIABILITIES:

Notes Payable	-
Vehicle - 2001 Ford F150 Truck	12,000
Personal Residence	350,000
Office Building	874,000
Reserved for Income Taxes on Unrealized Appreciation	222,600
	<hr/>
TOTAL LIABILITIES:	1,458,600
	<hr/>
EXCESS OF ASSETS OVER LIABILITIES:	\$ 2,701,845

SEE ACCOUNTANT'S COMPILATION REPORT

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

Docket No. 030458-WU
Exhibit _____ (GD-5)
Page 107 of 113

Note 1 - Owners' Estimated Values:

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

Note 2 - Deferred Compensation:

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

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

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

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

Note 4 - Reserved for Income Taxes on Unrealized Appreciation:

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

Part II
Financial and Technical Information

Exhibit F

Transfer of Major Control
PSC Application – Holiday Utility Company

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

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

Part III
Notice of Actual Application

Exhibits A.1 – A.8

Transfer of Major Control
PSC Application – Holiday Utility Company

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

Part III
Notice of Actual Application

Exhibit B

Transfer of Major Control
PSC Application – Holiday Utility Company

Notice to customers will be a late filed exhibit.

**Part III
Notice of Actual Application**

Exhibit C

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

Notice in Newspaper Publication will be a late filed exhibit.

Part IV
Notice of Actual Application

Filing Fee

Transfer of Major Control
PSC Application – Holiday Utility Company

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

HOLIDAY UTILITY COMPANY, INC.

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

Docket No. 030458-WU

7309

Exhibit _____ (GD-5)

Page 113 of 113

DATE

5/22/03

63-1214-631

ISSUED BY

Public Service Commission State of Florida

\$ *750*⁰⁰/₁₀₀

Seven Hundred Fifty & 00/100

DOLLARS

Security Features
Included
Details on Back



FIRST NATIONAL BANK
TARPON SPRINGS, FL 34689

FOR

Filing Fee - Transfer Major Control

⑈007309⑈ ⑆063112142⑆ 50009290⑈

MP

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

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.

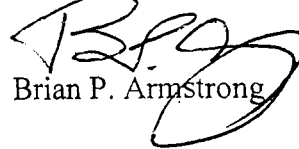
Other Required Information:

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,



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.

Dated this 15 day of March, 2005

GULF WINDS, LLLP

Witness: as to Signatures Below

Kelly M. Maki
(Name) Kelly M. Maki

[Signature]
By: James Dreher, General Partner

Stephen S. Martin
(Name) Stephen S. Martin

[Signature]
By: Mike Ryan, General Partner

Kelly M. Maki
(Name) Kelly M. Maki

HOLIDAY UTILITY COMPANY

Stephen S. Martin
(Name) Stephen S. Martin

[Signature]
By: Gary Deemer, President

Kelly M. Maki
(Name) Kelly M. Maki

Stephen S. Martin
(Name) Stephen S. Martin

STATE OF FLORIDA
COUNTY OF PASCO

The forgoing 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.

[Signature]
Notary

Notary Seal



BRENDA HENDERSON
MY COMMISSION # DD 341518
EXPIRES: September 5, 2008
Bonded thru Budget Notary Services

Exhibit A

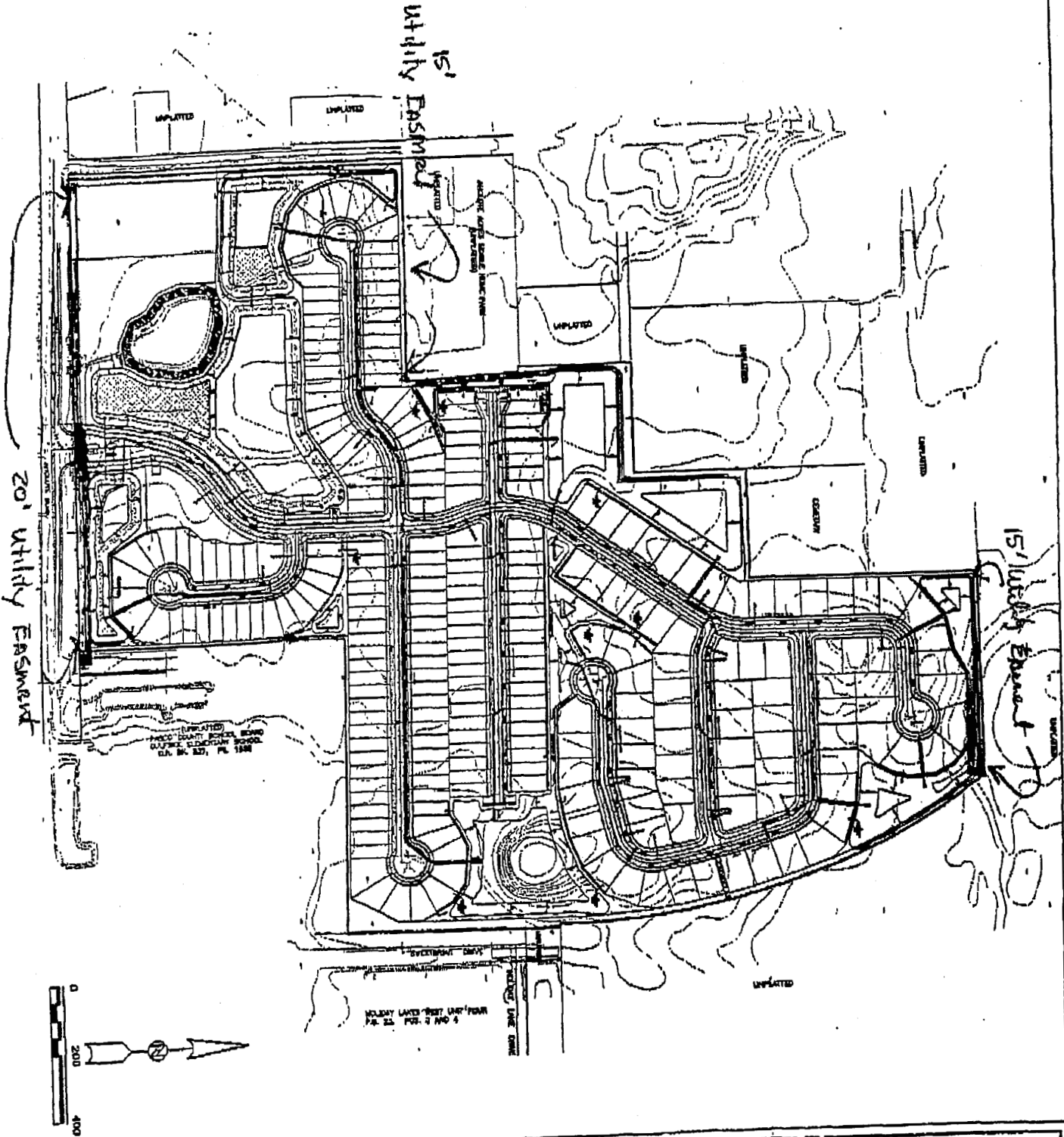
The utility easements described below are to become part of the Gulfwinds Subdivision Plat.

- 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"



Designer: PAH Drawn: GAB DATE: REV. BY: DATE:	SCOPE OF DOCUMENT THIS DOCUMENT, CONSISTING OF THE INCORPORATED SEALS AND CLERKS, IS AN INSTRUMENT OF PROFESSIONAL SERVICE TO THE PROPERTY OF COASTAL DESIGN CONSULTANTS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL DESIGN CONSULTANTS, INC.	COASTAL DESIGN CONSULTANTS, INC. <small>PLANNING • CONSULTING • SITE DEVELOPMENT ARCHITECTURE</small> 1000 LYNN ROAD, SUITE 200, GUNN, FLORIDA 34632 787-466-8118 • FAX 787-466-8112	SHEET NO. 20 OF 20	SITE LAYOUT _____ GULFWINDS PASCO COUNTY, FLORIDA
				DATE:

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

07/12/2005 10:49 FAX 0104293302

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 Tanya Brook
 Print Tanya L. Brook
 Sign Brenda L. Steih
 Print Brenda L. Steih
 Sign Tanya Brook
 Print Tanya 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 J. Cooper
 Print William J. Cooper

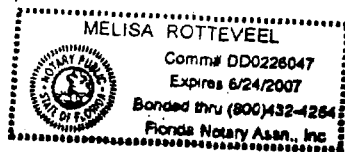
HOLIDAY

HOLIDAY UTILITY COMPANY., a Florida corporation

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

STATE OF FLORIDA
COUNTY OF PASCO

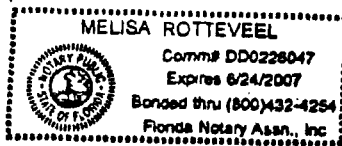
The foregoing instrument was acknowledged before me this 13 day of July, 2005, by James Dreher, general partner of Gulf Winds, LLLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me provided as identification.



Melisa Rotteveel
Notary Public
Notary Seal

STATE OF FLORIDA
COUNTY OF PASCO

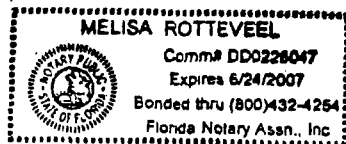
The foregoing instrument was acknowledged before me this 13 day of July, 2005, by Mike Ryan, general partner of Gulf Winds, LLLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me provided as identification.



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

07/14/2005 07:35 FAX 8132293502

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 85°35'56" West, 283.01 feet; thence North 00°09'23" East, 1,323.94 feet to a POINT OF BEGINNING; thence continue North 00°09'23" East, 100.00 feet; thence North 89°59'42" East, 100.00 feet; thence South 00°09'23" West, 100.00 feet; thence South 89°59'42" 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°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°09'57"E, for 805.05 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°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 891.68 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 Northwest corner of said Official Records Book 837, Page 1598; thence N00°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 883.40 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°09'50"E, along the Northerly extension of said West line of HOLIDAY LAKES WEST UNIT FOUR, for 100.60 feet; thence N00°09'19"E, for 16.54 feet to the point of curvature of a curve concave Westerly; thence Northwest, along the arc of said curve, having a radius of 2050.00 feet, a central angle of 36°50'04", an arc length of 1317.91 feet, and a chord bearing N18°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°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 389°08'05"W, a distance of 581.74 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, Southeast, 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 N56°13'17"E, having a radius of 2,150.00 feet, a central angle of 34°56'06", an arc length of 1,310.88 feet, and a chord bearing S17°18'42"E for 1280.87 feet to the point of tangent; thence leaving said Easterly line of that certain property described in Official Records Book 6056, Page 1971, S00°09'18"W, for 16.25 feet to the Northwest corner of Lot 309, of said HOLIDAY LAKES WEST UNIT FOUR; thence S00°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°58'51"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

07/14/2005 07:35 FAX 8132293502

003/004

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 said Section 35, thence North 89°36'45" East, along said South line and its Easterly extension, 1,444.46 feet; thence South 00°09'54" West, 899.29 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, 1,438.65 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 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 00°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, 331.70 feet; thence along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 35, North 89°26'02" East, 332.62 feet; thence along the East line of the Northwest 1/4 of the Southwest 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 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, 885.88 feet to a point on the East-West Centerline of said Section 35, thence along said East-West centerline, North 89°07'35" East 831.67 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 1,285.27 feet which bears South 18°15'36" East, thence South 00°09'23" West, 15.54 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°09'54" East, 199.29 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, 281.00 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, 281.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

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

B

U.S. Water



Services Corporation

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

Existing Certificate Description
January 31, 2006

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 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.

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.



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

Proposed Holiday Utility Service Territory
January 31, 2006

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.

Proposed Holiday Utility Service Territory
January 31, 2006

Page 3 of 3

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.

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 or less, to the mean high water line of the North Bank of the Anclote River; thence meander in a Northwesterly direction along said mean high water line, a distance of 3,590 feet, more or less, to the Easterly boundary of the property owned by the Florida Power Company, as described in the final judgment 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

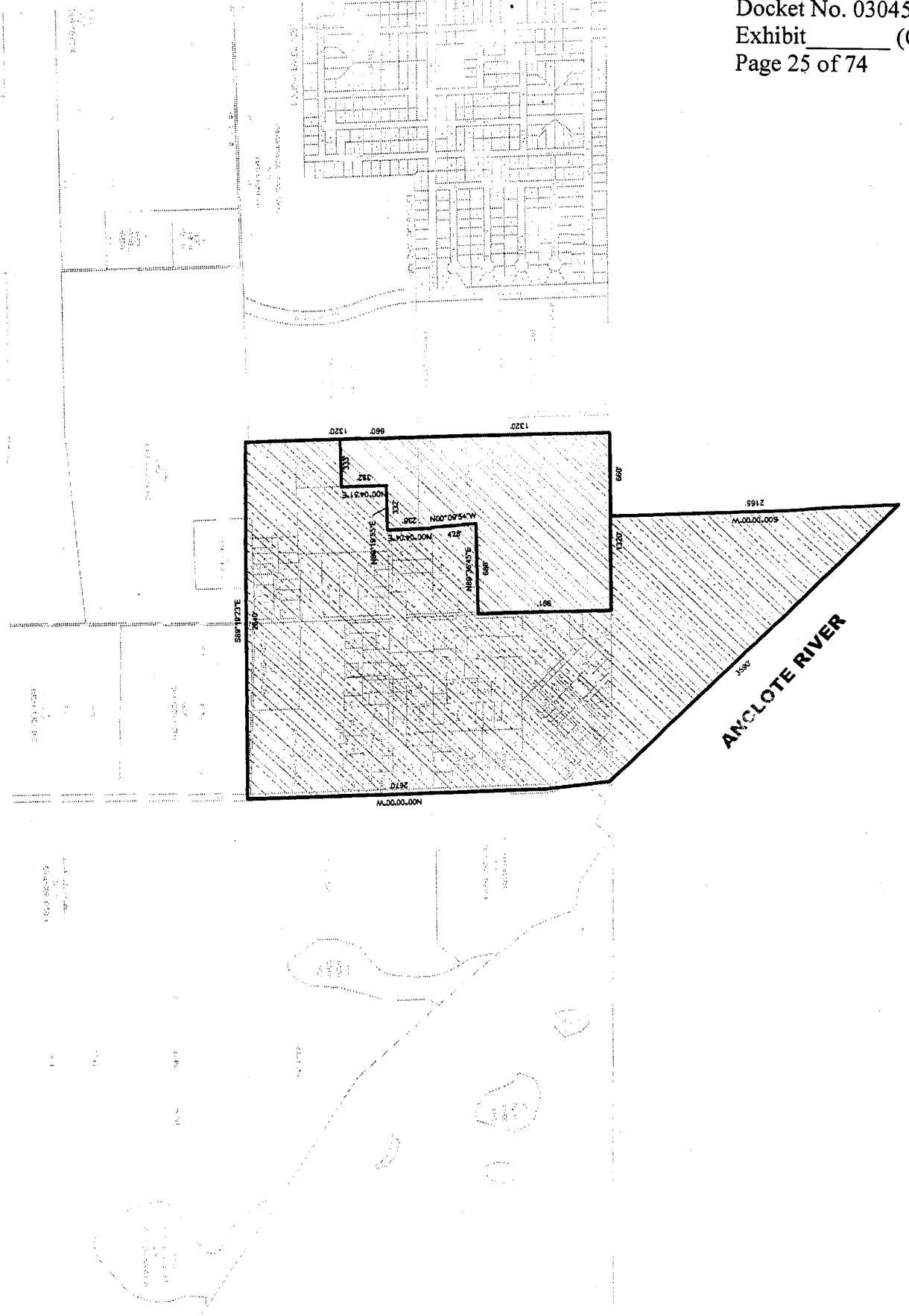
Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of Section 30, Township 26 South, Range 16 East; thence S89°03'03"W, a distance of 104.34 feet; thence N01°21'03"E, along the West right-of-way line of U.S. Highway 19 as it is now constructed, 2,061.39 feet, more or less, to the North right-of-way 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.

Proposed Holiday Utility Service Territory
January 31, 2006

Docket No. 030458-WU
Exhibit _____ (GD-6)
Page 24 of 74 Page 3 of 3

Also less

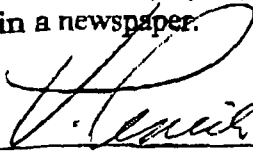
Commence at the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 26 South, Range 15 East, for a Point of Beginning; thence run South along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, a distance of 660 feet, 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.



PL 1101324-12 (2017/03/14) 01324-12 (11/17/17)

PART III: EXHIBITS A, B & C

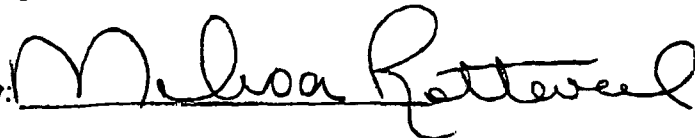
I, VICTORIA PENICK, REPRESENTATIVE OF HOLIDAY UTILITY COMPANY, INC., do solemnly swear and affirm that the attached legal notice of actual application was given in accordance with Section 367.045 (1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, sent by regular mail on and between 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

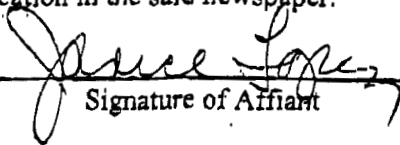
STATE OF FLORIDA COUNTY OF PINELLAS

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

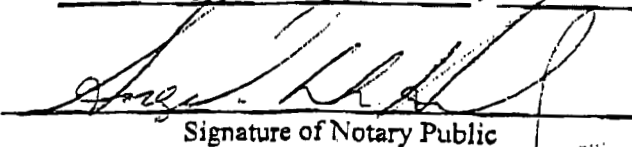
RE: Legal Notice
RE: Holiday Utility

_____ 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.


Signature of Affiant

Sworn to and subscribed before me this 23rd day
of January, 2004


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 Statute, of the proposed and restricted application for a transfer of majority of organizational control and amendment of certificate of the Holiday Utility Company, Inc. from Elaine Mickler, individually, The Estate of Barney L. Mickler and Shareholders to 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 15 East, Pasco County, Florida, to include a portion of said Section 24, and a portion of Section 19, Township 26, Range 15; and a portion of Section 30, Township 24 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 24, Township 24, Range 15 West; and inclusive of Section 25, Township 26 South, Range 15 East; and a portion of Tract 21 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 Shamard Oak Boulevard, Tallahassee, Florida 32309-0880, 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)347-8451/1/23/04

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*
Victoria Penick
U.S. Water Services Corporation
Authorized Representative

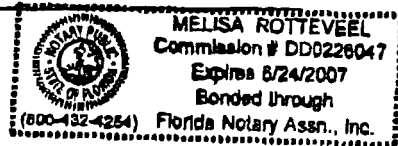
Notarized:

State of Florida
County of Pasco

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

Notary: *Melisa Rotteveel*

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 _____

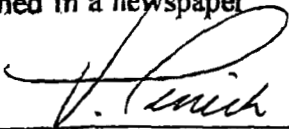
Type of identification produced _____

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 general control and amendment of certificate of Holiday Utility Company, Inc. a/k/a Holiday Utility Company, from Elaine Muckler individually, The Estate of Berley L. Muckler 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 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 18 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 25, 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 32399-0800, 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. This objection must state the grounds for the objection with particularity.
Applicant: Holiday Waterworks Corporation, 4831 U.S. Highway 19, Suite 2, New Port Richey, Florida 34652.
(001029520) 381704

NOTARY PUBLIC
STATE OF FLORIDA
ANGELA I. L. HANLEY
MY COMMISSION # DD 183511
EXPIRES: March 18, 2007
1-800-3-NOTARY FL Notary Discourt Assoc. Co.

PART III: EXHIBITS A, B & C

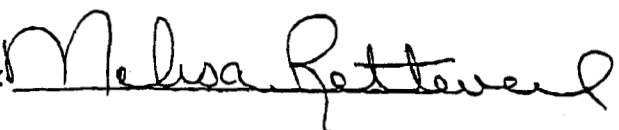
I, VICTORIA PENICK REPRESENTATIVE OF HOLIDAY UTILITY COMPANY, INC. do solemnly swear and affirm that the attached legal notice of actual application was given in accordance with Section 367.045 (1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, sent by regular mail on and between 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

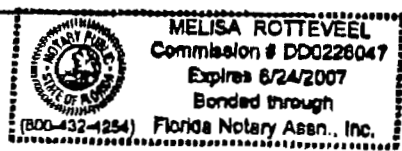
Notarized:

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

Exhibit (GD-6)

Page 31 of 74

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

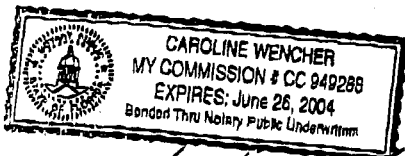
RE: Legal Notice
Re: U.S. Water Services

_____ 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 Wenscher
Signature of Notary Public

Personally known X or produced identification _____

Type of identification produced _____

LEGAL NOTICE

Notice is hereby given on May 18, 2004, pursuant to Section 367.071, Florida Statute, of the amended and restated application for a transfer of majority organizational control and amendment of certificate of Holiday Utility Company, Inc. a/k/a Holiday Utility Company, from Elaine Mickler Individually / The Estate of Berley 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 20, 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. 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

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

accompanied if agreed to by both the Fund and the insured, in which the Fund 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 828600, 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

Docket No. 030458-WU

OWNER'S TITLE INSURANCE POLICY Exhibit _____ (GD-6)

Page 33 of 74

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
President

SERIAL

OPM -

2554742 - 14620

FUND OWNER'S FORM

Exhibit (GD-6)

Page 34 of 74

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 118, 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.

AGENT'S SIGNATURE Kenneth R. Misemer

5645 Nebraska Avenue

New Port Richey, Florida 34652

MAILING ADDRESS

CITY

ZIP

FUND OWNER'S FORM

Docket No. 030458-WU

Exhibit _____ (GD-6)

Page 35 of 74

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.

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, state 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 or 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 contractual condition requiring the delivery of marketable title.

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

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.

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and 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 for the 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.

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.

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

US WATER PAGE 37 of 74
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,

WATER TARIFF

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Original Sheet No. 1.0

WATER TARIFF

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

4939 Cross Bayou Boulevard
New Port Richey, Florida 34652
(ADDRESS OF COMPANY)

727-815-0730 / Emergency 727-848-8292
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 2.0

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

WATER TARIFF

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GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 3.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 224-W

COUNTY – Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
6780	07/17/75	73489-W	Original
8080	12/05/77	770521-W	Amendment

(Continued to Sheet No. 3.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 3.1

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

TERRITORY DESCRIPTION

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 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;

(Continued to Sheet 3.2)

GARY DEREMER
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PRESIDENT
TITLE

Original Sheet No. 3.2

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

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, 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

Continued on page 3.3)

GARY DEREMER
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PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

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.

End Territory Description

(This Area Intentionally Left Blank)

GARY DEREMER
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TITLE

Original Sheet No. 4.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
PASCO	Westwood	General Services Residential Services	12.0 13.0
PASCO/PINELLAS	Ancote	General Services Residential Services	12.0 13.0

GARY DEREMER
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TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 2.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility, which is HOLIDAY UTILITY COMPANY, INC. .
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the point of delivery of the Service Connection, whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 5.1)

GARY DEREMER
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PRESIDENT
TITLE

Original Sheet No. 5.1

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

15.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered services, or the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 6.1

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
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GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

(Continued on Sheet No. 8.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 8.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment. A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

(Continued on Sheet No. 10.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.

20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.

22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.

23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.

24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.

25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

26.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that the customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

(continued to Sheet No. 11.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from 10.0)

27.0 DISCONNECT BY RENTER/LESSEE: Should a premise becomes unoccupied, such as in the case of a renter moving and disconnecting service, or owner moving but maintaining ownership of premises, the service will be discontinued as instructed by either the lessee or the owner. The owner will however be liable for payment of the base facility charges on an ongoing basis as long as the residence remains unassigned to others through formal application procedures, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 12.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	16.0
Fire Protection	15.0
General Service, GS	13.0
Meter Test Deposit	17.0
Miscellaneous Service Charges	18.0
Residential Service, RS	14.0
Service Availability Fees and Charges	19.0

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD Monthly

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

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. On the fifth day after mailing delinquent notice, and in accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and **General Rules and Regulations of the Commission.**

BILLING PERIOD - Monthly

RATE	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"	\$ 5.37
	1"	\$ 13.45
	1 1/2 "	\$ 26.90
	2"	\$ 43.07
	3"	\$ 86.11
	4"	\$ 134.56
	6"	\$ 269.14

Residential Service Gallonage Charge (Per 1,000 Gallons)

Per 1,000 Gallons	\$ 1.36
-------------------	---------

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. On the fifth day after mailing delinquent notice, and in accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

FIRE PROTECTION CHARGE

RATE SCHEDULE FP

AVAILABILITY - Available throughout the area served by the utility.

APPLICABILITY - To fire hydrants furnishing fire protection installed on public or private property connected to the water mains of the company.

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

BILLING PERIOD- Monthly

RATE - \$4.00

MINIMUM CHARGE- \$4.00

TERMS OF PAYMENT- Net 20 Days

EFFECTIVE DATE-

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$ 3 x Average Bill	\$ 3 x Average Bill
1"	\$ 3 x Average Bill	\$ 3 x Average Bill
1 1/2"	\$ 3 x Average Bill	\$ 3 x Average Bill
Over 2"	\$ 3 x Average Bill	\$ 3 x Average Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a) after the customer has six months of customer history with the utility. The Company will pay or credit accrued interest of to the Customer's account during the month of December each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code. The Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

- (a) Made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the company),
- (b) Paid with a check refused or returned by a bank,

(continued on Sheet No. 16.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

(continued from Sheet No. 16.0)

(c) Been disconnected for non-payment, or

(d) At any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of **8% per annum** upon the retainment of such deposit.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$10.00
1" and 1 1/2"	\$12.50
2"	\$15.00
2 1/2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit if the meter found to register in excess of prescribed accuracy limits and in accordance with Rule 25-30.266, Florida Administrative Code. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a services charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed Rule 25-30.265, Florida Administrative Code.

EFFECTIVE DATE -
TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ 15.00	\$ 15.00
Normal Reconnection Fee	\$ 10.00	\$ 15.00
Violation Reconnection Fee	\$ 10.00	\$ 10.00
Premises Visit Fee	\$ 10.00	\$ 10.00

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

RESERVED FOR FUTURE USE

<u>Description</u>	<u>Refer to Service Availability Policy</u>
	<u>Amount</u> <u>Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" x 3/4"	\$ N/A
1"	\$ "
1 1/2"	\$ "
2"	\$ "
Over 2"	\$ 1
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service	\$ 200.00
1" metered service	\$ 500.00
1 1/2" metered service	\$ 1,000.00
2" metered service	\$ 1,600.00
3" metered service	\$ 3,200.00
4" metered service	\$ 5,000.00
6" metered services	\$ 10,000.00
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (GPD)	\$ N/A
All others-per gallon/month	\$ "
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (GPD)	\$ "
All others-per gallon/month	\$ "
<u>Inspection Fee</u>	\$ 1
<u>Main Extension Charge</u>	
Residential-per ERC (GPD)	\$ 1
All others-per gallon	\$ 1
or	
Residential-per lot (foot frontage)	\$ N/A
All others-per front foot	\$ "
<u>Meter Installation Fee</u>	
5/8" x 3/4"	\$ N/A
1"	\$ "
1 1/2"	\$ "
2"	\$ "
Over 2"	\$ 1
<u>Plan Review Charge</u>	\$ 1
<u>Plant Capacity Charge</u>	
Residential-per ERC (GPD)	\$ N/A
All others-per gallon	\$ "
<u>System Capacity Charge</u>	
Residential-per ERC (GPD)	\$ 1
All others-per gallon	\$ Per Approved Tariff Rate Schedule

Actual Cost is equal to the total cost incurred for services rendered. 1

EFFECTIVE DATE -

TYPE OF FILING -

GARY DEREMER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet Number</u>
APPLICATION FOR METER INSTALLATION	23.0
APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0

GARY DEREMER
OFFICER

PRESIDENT
TITLE

Original Sheet No. 21.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Date: _____

Received From: _____

Address: _____

Account #: _____ for meter deposit.

HOLIDAY UTILITY COMPANY, INC.

By: _____

Print: _____
Representative of HOLIDAY UTILITY
COMPANY, INC.

GARY DEREMER
OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

Sample Application Form

APPLICATION FOR SERVICE

SERVICE ADDRESS	
ACCOUNT NO. (assigned by utility)	BEGIN SERVICE DATE
NAME <input type="checkbox"/> <input type="checkbox"/>	SOCIAL SECURITY NUMBER
PHONE	DRIVERS LICENSE NO. STATE
OWNER	TENANT

DEPOSITS

1. To begin service, a Deposit of 3 x average bill, plus a Connection Fee of \$15.00 payable to HOLIDAY UTILITY COMPANY is required with this agreement.
2. Deposits are necessary to protect paying Customers from losses caused by those who do not pay. Deposits earn interest annually. Interest on deposits held over six months will be credited annually in September to customers' accounts.
3. Deposits are held for a period of 23 months or until service is interrupted. The timely manner in which payments are made will directly affect the deposit. Failure to pay before the delinquent date shown on the monthly bill or returned checks may necessitate an increase in the amount of the deposit to cover two months average billing or delay the refunding of the deposit. Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered.
4. Deposits guarantee the payment of any indebtedness for water and/or sewer, which may be or become due to the Company by the Customer. Customer agrees that the deposit may be applied in discharge of an indebtedness of the Customer to the Company whatsoever and that the Company may use the deposit as if the Company were the absolute owner thereof. Upon discontinuance of the service covered by this deposit the Company agrees to refund to the Customer the deposit less any amounts then due the Company.
5. Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of the deposit to cover any indebtedness.

BY SIGNING THIS AGREEMENT, THE CUSTOMER AGREES TO THE FOLLOWING:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is no properly constructed, controlled and protected or which may adversely affect the water service: the Company reserves the right to discontinue or withhold service to such apparatus of device.
2. The Company may refuse or discontinue water service rendered under allocation made by any member or agent of a household, organization or business for any of the reasons contained in Rule 25 - 30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for water service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.

(Continued on Sheet 22.1)

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No 22.0)

5. When a Customer wishes to terminate service on any premises where water and wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.
6. The Customer agrees that the duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, testing, inspecting or removing Company property, reading meters and other purposes incidental to performance under or termination of Company's agreement with the Customer. And in such performance, the Company shall not be liable for trespass.
7. By the signing of this agreement, the Customer recognizes and agrees to abide by all existing policies, Tariffs, Rules and Regulations of the Company and any amendments thereto. Copies of said Rules and Regulations, and amendments thereto, are available for inspection at the utility office.
8. The Customer further agrees that all bills for water and/or sewer will be paid on or before the due date, and if not so paid the Company will have the right to disconnect service and charge a fee for payment collection or reconnecting the service. It is further understood and agreed that the sale of water occurs at the meter and the Company has no responsibility relative to service after the water reaches the Customer's side of the meter.

Customer Signature: _____

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Date: _____

We, HOLIDAY UTILITY COMPANY, INC. , agree to install _____ meter at
_____, Account Number
_____. The meter installation fee is to be _____. Payable at the time of
installation.

HOLIDAY UTILITY COMPANY, INC.

By: _____

Print: _____
Utility Representative

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 24.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

COPY OF CUTOMER'S BILL

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 25.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 18.0
Service Availability Policy.....	Go to Sheet No. 25.0
Table of Daily Flows.....	N/A

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

Original Sheet No. 26.0

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water service to approximately 334 residential and commercial customers. The existing service area has some area available for general service customers.

There are two developer agreements in existence at this time:

- 1) Gulfwinds LLLC
- 2) Mickler Estate Property Development

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

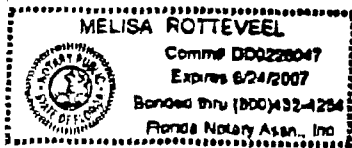
Docket No. 030458-WU
Exhibit _____ (GD-6)
Page 72 of 74

PART IX AFFIDAVIT

I Gary Dremer (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 Dremer
Applicant's Name (Typed)
Pres. Holiday Waterworks Cop.
Applicant's Title *

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



[Signature]
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.

Weiner, Alissa

From: Filings@psc.state.fl.us
Sent: Tuesday, January 31, 2006 4:46 PM
To: Weiner, Alissa
Subject: E-filing to PSC

Thank you for filing electronically with the Florida Public Service Commission. Your e-filing will be opened, printed, and entered in the appropriate Commission docket.

If your e-filing was received after 5 p.m. EST, it will be treated as filed on the Commission's next business day.

By electing to file electronically you agree to abide by and accept the Electronic Filing Requirements posted on the PSC's Web site.

Copies of these requirements can also be obtained from the Bureau of Records; call (850) 413-6770 during normal business hours.

Questions can be directed to this e-mail address (filings@psc.state.fl.us) or to the telephone number noted above.

Division of the Commission Clerk and Administrative Services Florida Public Service Commission

Weiner, Alissa

From: Filings@psc.state.fl.us
To: Weiner, Alissa
Sent: Tuesday, January 31, 2006 4:51 PM
Subject: Read: Public Service Commission

Your message

To: Filings@PSC.STATE.FL.US
Subject:

was read on 1/31/2006 4:51 PM.

Welcome : Records Search : Name Search

Docket No. 030458-WU

Exhibit ____ (GD-7)

Page 1 of 2

Search Results

Showing Records 1 thru 19 of 19

Map	Parcel	Name ↕	Address
X	25-26-15-0010-02900-0000	MICKLER B L	(No Physical Address) 3130 SHIPWATCH DR
X	25-26-15-0010-03000-0000	MICKLER B L	(No Physical Address) 3130 SHIPWATCH DR
X	35-26-15-0020-00100-0011	MICKLER B L	(No Physical Address) 3130 SHIPWATCH DR
X	26-26-15-0010-00100-0011	MICKLER B L	(No Physical Address) 3130 SHIPWATCH DR
X	26-26-15-0010-00900-0000	MICKLER B L	(No Physical Address) 3130 SHIPWATCH DR
X	19-26-16-0010-05700-0000	MICKLER B L	(No Physical Address) 3130 SHIPWATCH DR
X	23-26-15-0000-00200-0000	MICKLER B L EST OF MICKLER MELODY PER REP	(No Physical Address) 3130 SHIPWATCH DR
X	34-26-15-0000-00300-0010	MICKLER B L ESTATE OF MICKLER MELODY PERSONAL REP	1335 CALVARY RD
X	34-26-15-0000-00300-0010	MICKLER B L ESTATE OF MICKLER MELODY PERSONAL REP	1413 CALVARY RD
X	36-26-15-0010-05500-0000	MICKLER BART L	(No Physical Address) 3130 SHIPWATCH DR
X	30-26-16-0010-02300-0000	MICKLER BART LELAND	(No Physical Address) 3130 SHIPWATCH DR
X	25-26-15-0000-00100-0000	MICKLER BARTLEY REVOCABLE INTER VIVOS TRUST MICKLER MELODY SUCCESSOR TTEE	(No Physical Address) 1335 CALVARY RD
X	25-26-15-0010-00100-0020	MICKLER BARTLEY REVOCABLE INTER VIVOS TRUST MICKLER MELODY SUCCESSOR TTEE	(No Physical Address) 1335 CALVARY RD
X	24-26-15-0000-00400-0000	MICKLER BARTLEY REVOCABLE INTER VIVOS TRUST MICKLER MELODY SUCCESSOR TTEE	(No Physical Address) 1335 CALVARY RD
X	19-26-16-0010-06100-0000	MICKLER BARTLEY REVOCABLE INTER VIVOS TRUST MICKLER MELODY SUCCESSOR TTEE	(No Physical Address) 1335 CALVARY RD
X	30-26-16-0010-01900-0000	MICKLER BARTLEY REVOCABLE INTER VIVOS TRUST MICKLER MELODY SUCCESSOR TTEE	(No Physical Address) 1335 CALVARY RD
X	26-23-21-0000-04600-0000	MICKLER CLAY H & LAURA M	38615 OLD MICKLER RD
X	23-26-15-0000-00200-0010	MICKLER ELAINE E	3130 SHIPWATCH DR

X	26-23-21-0000-04600-0010	MICKLER GERTRUDE L	(No Physical Address) PO BOX 915
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Pasco County Property Appraiser Docket No. 030458-WU
Page Layout Modified: 8/29/2005 2:58:52 PM Exhibit ____ (GD-7)
The Local Time Is: 8/15/2006 12:37:38 AM Page 2 of 2

Docket No. 030458-WU

Exhibit ____ (GD-8)

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PASCO COUNTY, FLORIDA

Rec'd
2/10/06

FAX (727) 847-8084
DADE CITY (352) 521-4274
LAND O' LAKES (813) 996-7341
NEW PORT RICHEY (727) 847-8193

GROWTH MANAGEMENT DEPARTMENT
WEST PASCO GOVERNMENT CENTER
7530 LITTLE ROAD, SUITE 320
NEW PORT RICHEY, FL 34654-5598

February 7, 2006

Dear Property Owner,

This is to notify you that Petition No. 6533 in the name of Boca Vista MPUD Master Planned Unit Development, has filed for a rezoning from A-C Agricultural, A-R Agricultural-Residential, and C-2 General Commercial Zoning Districts to a Master Planned Unit Development District to allow 600 multifamily and single-family attached residential lots, a 340-lot RV park and campground, a public parking area, and a private RV and general storage area for the parcel of land located:

in Southwest Pasco County, on the east side of Baillies Bluff Road, approximately 1,200 feet south of the intersection of Baillies Bluff Road and Key Vista Boulevard.

Consideration of this rezoning will be by the Pasco County Development Review Committee at the West Pasco Government Center, Board Room, 7530 Little Road, New Port Richey, FL on February 23, 2006, at 1:30 p.m. All applications will be considered at the stated time or as soon thereafter as is practical. The aforementioned meetings are open to the public. If you are in opposition to the above stated application, you may need competent, substantive evidence presented to support your position.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Growth Management Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within two working days of your receipt of this notice, please contact the Consumer Affairs Section, West Pasco Government Center, 7530 Little Road, New Port Richey, Florida, 34654-8771, by calling any of the above phone numbers, or if you are hearing impaired via (800) 955-8771.

Sincerely,

Corelynn Burns
Planner I

Docket No. 030458-WU

Exhibit ____ (GD-8)

Page 2 of 3

*Rec'd
2/10/06*



PASCO COUNTY, FLORIDA

FAX (727) 847-8084
 DADE CITY (352) 521-4279
 LAND O' LAKES (813) 996-7341
 NEW PORT RICHEY (727) 847-8132

ZONING/CODE COMPLIANCE DIVISION
 WEST PASCO GOVERNMENT CENTER
 7530 LITTLE ROAD, SUITE 323
 NEW PORT RICHEY, FL 34654-5598

February 1, 2006

Dear Property Owner:

This is to notify you that Petition No. 6533 in the names of Carter-Baileys Bluff Road Land Trust/Boca Vista MPUD has been filed for a rezoning from A-C Agricultural, A-R Agricultural-Residential, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development District for the parcel of land located:

On the south and east sides of Baillies Bluff Road, approximately one-half mile north of Anclote Boulevard, Holiday, Florida.

Public hearings for the consideration of this application will be held:

Planning Commission	3/8/06	Historic Pasco County Courthouse Board Room, 2nd Floor 37918 Meridian Avenue Dade City, FL	1:30 p.m.
Board of County Commissioners	3/28/06	West Pasco Govt. Center Board Room 7530 Little Road New Port Richey, FL	6:30 p.m.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based.

Docket No. 030458-WU

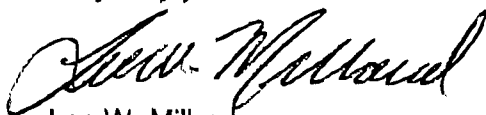
Exhibit ____ (GD-8)

Page 3 of 3

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Zoning/Code Compliance Division.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within two working days of your receipt of this notice, please contact the Consumer Affairs Section, West Pasco Government Center, 7530 Little Road, New Port Richey, Florida 34654-5598; (727) 847-8110 (V) in New Port Richey; (352) 521-4274, Ext. 8110 (V) in Dade City; or via (800) 955-8771 if you are hearing impaired.

Very truly yours,



Lee W. Millard
Acting Zoning/Code
Compliance Administrator

LWM/MKD/zn/r6533p/31r