

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

copy

COMMISSION
CLERK

14 SEP 10 PM 12:03

RECEIVED-FPSC

The undersigned hereby makes application for the sale,
assignment or transfer of (all or part) of Water Certificate No.

WU-049 and/or Wastewater Certificate No. N/A or facilities 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 applicant:

Crestridge Utility Corporation
Name of utility

() ()
Phone No. Fax No.

4804 mile stretch DR.
Office street address

Holiday FL. 34690.
City State Zip Code

Mailing address if different from street address

Internet address if applicable

- COM _____
- AFD 1
- APA _____
- ECO 1
- ENG 2
- GCL 1
- IDM _____
- TEL _____
- CLK _____

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

Michael Smallridge (352) 302-7406
Name Phone No.
1902 Barton Park Rd #201
Street address
Auburndale FL 33823.
City State Zip Code

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

C. Restridge Utilities, LLC.
Name of utility
(727) 937-6275 ()
Phone No. Fax No.
4809 Mile Stretch Dr.
Office street address
Holiday FL 34690.
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other: LLC.
(specify)



Detail by Entity Name

Florida Limited Liability Company

CRESTRIDGE UTILITIES, LLC

Filing Information

Document Number	L14000060448
FEI/EIN Number	NONE
Date Filed	04/11/2014
State	FL
Status	ACTIVE

Principal Address

1902 BARTON PARK RD. #201
AUBURNDALE, FL 33823

Mailing Address

1902 BARTON PARK RD. #201
AUBURNDALE, FL 33823

Registered Agent Name & Address

SMALLRIDGE, MICHAEL
9539 E. SOUTHGATE DRIVE
INVERNESS, FL 34450

Authorized Person(s) Detail

Name & Address

Title MGR

SMALLRIDGE, MICHAEL
9539 E. SOUTHGATE DRIVE
INVERNESS, FL 34450

Annual Reports

No Annual Reports Filed

Document Images

04/11/2014 -- Florida Limited Liability

[View image in PDF format](#)

E) The date and state of incorporation or organization of the buyer:

4/11/14

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

Michael Smallridge
1902 Barton Park Rd # 201
Auburndale, FL. 33823.

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit #7 - A statement 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.

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

Pinecrest Utilities, LLC - Polk County
West Lakeland Wastewater, Polk County.

- C) Exhibit #2 - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit N/A - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit #3 - A statement describing the financing the purchase.

- F) Exhibit N/A - A list of all entities upon which the applicant is relying to 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.

G) Exhibit #4 - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit N/A. - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

<u>Michael Smalbridge</u>	<u>(352) 302-7406</u>	
Name	Phone No.	
<u>1902 Barton Park Rd #201</u>		
Street address		
<u>Auburndale</u>	<u>FL.</u>	<u>33823</u>
City	State	Zip Code

J) Exhibit N/A. - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

K) Exhibit #5 - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) Exhibit #6 - 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 Department of Environmental

Protection (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard 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 violation, 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 to make them.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit #7 - 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 Office of Commission Clerk;
- (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. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit #8 - 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. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit #9 - 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. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

111-049 (for water) and n/a. (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

PART V OTHER

- A) Exhibit #10 - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where 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.
- B) Exhibit #11 - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C) Exhibit #12 - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I Michael Smalridge (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.

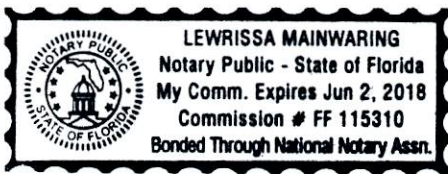
BY: Michael Smalridge
Applicant's Signature

Michael Smalridge
Applicant's Name (Typed)

owner
Applicant's Title *

Subscribed and sworn to before me this 9 day in the month of Sept in the year of 2014 by Michael A Smalridge who is personally known to me _____ or produced identification

FL DL
Type of Identification Produced



Lewrissa Mainwaring
Notary Public's Signature

Lewrissa Mainwaring
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.

SAMPLE PUBLICATION / LEGAL NOTICE FOR
APPLICATION FOR TRANSFER OF CERTIFICATE
(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on _____ (Date) _____, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No. _____ and/or Wastewater Certificate No. _____ held by _____ (Name of Utility) _____ from _____ (Name of Seller) _____ to _____ (Name of Buyer) _____, providing service to the following described territory in _____ (County) _____, Florida.

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

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

(Utility name and address)

FLORIDA UTILITY SERVICES 1, LLC
1902 BARTON PARK RD #201
AUBURNDALE, FL. 33823
863-904-5574

9/6/2014

EXHIBIT # 1

The transfer is in the public interest because the purchaser is an experienced utility owner, having been previously approved ownership by the Commission and knowledgeable of Public Service Commission rules and procedures.

Applicant, Michael Smallridge, has been in the water and wastewater industry in one form or the other for almost 25 years. Other than currently owning and operating current systems, applicant was appointed to the Citrus County Water and Wastewater Authority and served on the board for 7 years. Applicant was appointed by Governor Scott as the "Class C" representative for the Governors Study Committee for Investor Owned Water and Wastewater Utility Systems. Applicant has been appointed by Circuit and County Judges as receiver of three different utilities in Florida. Applicant maintains a regular yearly schedule of training classes through the Florida Rural Water Association. Applicant completed NARUC Utility Rate School in 2001. In 2009 Applicant was appointed by Governor Christ as a Trustee to the Citrus County Hospital Board of Trustees. Applicant has a Florida Real Estate Broker License.

Purchaser agrees that the buyer will fulfill the lawful commitments, obligations and representations of the seller with regard to utility matters.

EXHIBIT #2

**AGREEMENT FOR PURCHASE AND SALE OF
WATER ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS ("Agreement") is entered into by and between Michael Smallridge, with a mailing address of 1902 Barton Park Road Suite #201 Auburndale, Florida 33823 (collectively "Purchaser") and Crestridge Utility Corporation and Holiday Gardens Utilities Inc., both Florida For-Profit Corporations, with a mailing address of 4804 Mile Stretch Drive Holiday, Florida 34690-4358 together with the street lighting district and trash collection services, (collectively "Seller"). Purchaser and Seller are each individually a "Party" and collectively the "Parties."

WHEREAS, Seller owns and operates domestic potable water supply, transmission, and distribution systems, street lighting and trash collection (collectively, the "Utility System") all of which are located in Pasco County, Florida, and commonly known as Holiday Gardens Utilities and Crestridge Utilities; and

WHEREAS, the Florida Public Service Commission ("FPSC") has issued to Seller a Water Certificate No. 117-W and a Water Certificate No. 116-W, which collectively provide Seller with a certificated franchise service area to provide water residential and general service customers in Pasco County ("Utility Service Area"); and

WHEREAS, the Purchaser has agreed to acquire the utility assets of Seller, together with the trash collection and street lighting district; and

WHEREAS, Seller agrees to sell, and Purchaser desires to purchase the Utility System, including the trash collection and street lighting district, of Seller for the consideration, and on the terms, and subject to the conditions, set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System upon the following terms and conditions:


1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.

a. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement.


Purchaser

1


Seller

b. "Purchased Assets" means all of Seller's rights, title, and interest in and to all assets, business properties, and rights, both tangible and intangible, constituting the Utility System, including, but not limited to, Seller's rights, title, and interest in and to the following (but excluding the "Excluded Assets, as defined below):

3. The real property and interests in real property owned and held by Seller, in fee simple, as identified in Exhibit "A" to this Agreement ("Real Property"). An assignment of all rights to the street light and garbage service rights described in the recorded restrictions, including the right to charge, collect and lien, if liens are permitted by law, against any lot for nonpayment. Street light and service rights are subject to ordinance. Garbage collection is subject to Pasco County, FL, Code of Ordinances including Chapter 90.

a. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.

b. All water distribution facilities, water treatment facilities, wells, of every kind and description whatsoever that constitute part of the Utility System, including but not limited to generators, pumps, plants, tanks, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, wherever they may be stored, together with all additions or replacements thereto.

c. The following, but only to the extent that Seller's right, title, or interest is transferable: (1) all certificates, permits, license rights, consents, grants, leaseholds, and similar rights relating to the construction, maintenance, and operation of the Utility System and its plants and systems for the procuring, storage and distribution of potable water, every right of every character whatever in connection therewith, subject to the obligations thereof (collectively, the "Certificates"); and (2) all water rights, flowage rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the foregoing Certificates.

d. All items of inventory owned by Seller on the Closing Date for use in connection with the maintenance and operation of the Utility System, which inventory shall not be unreasonably depleted prior to that date, including without limitation, all meters, chemicals, and other materials and supplies used by Seller. Items needed for repair are typically charged for and supplied by the water operator.

e. All supplier lists, customer records, receipts for payment of connection charges, prints, blueprints, plans, engineering reports, specifications, shop drawings, equipment manuals, maps, and other information in Seller's possession, including any


Purchaser


Seller

rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.

f. All sets of drawings, showing all facilities of the Utility System, including all original tracings, maps, or other reproducible materials in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.

g. Deleted. There are no Developer Agreements.

h. All equipment, computers, software, office equipment, intellectual property owned or licensed by Seller and other personal property owned by Seller and used by Seller in connection with the operation of the Utility System. Seller shall prepare and deliver to Purchaser a list of personal property to be conveyed at closing, five (5) days prior to closing, for Purchaser's review and approval.

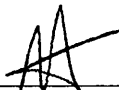
i. Purchaser and Seller shall agree, prior to closing, on the method of calculating and transferring to Purchaser the balance of the operating accounts of the Utility System, together with all customer deposits and accounts receivables for the Utility System.

j. The following "Excluded Assets" are excluded from the Purchased Assets:

i. Escrow and other Seller provisions for payment of federal and state taxes and other obligations to governmental entities. Seller shall be responsible for paying any such taxes and other obligations, to the extent that they are due from the operation of the Utility System prior to the Closing Date.

k. Purchaser shall utilize, and may acquire title in the names "Holiday Gardens Utilities, LLC" and "Crestridge Utilities, LLC." and no trademark infringement shall be claimed by Seller.

l. Purchaser shall assume all obligations and liabilities arising from the operation of the Utility System from and after the Closing, under the Certificates or under contracts or commitments expressly assumed by Purchaser. There are no known contracts to be assumed by Purchaser. The garbage service is invoiced to Utilities on a monthly basis and is current. Purchaser does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of Seller of any kind whatsoever imposed or required by any third party (including any federal, state, or local authority), whether known or unknown, whether contingent, liquidated or un-liquidated, and whether arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise. Without limiting the foregoing, Purchaser shall not be liable for any liabilities to the extent that they are based upon or arise out of any violation of law, breach of permit obligation, breach of contract, tort, or other act or


Purchaser


Seller


omission of Seller occurring prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all of Seller's liabilities and obligations, other than liabilities and obligations assumed by Purchaser; provided that Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.

4. PURCHASE PRICE. On the Closing Date, Purchaser shall pay to Seller, subject to the additions, adjustments and pro-rations referenced in this Agreement as follows: \$450,000 ("Purchase Price"), as follows: \$25,000 down payment at closing and purchase money Mortgage in favor of the seller of \$425,000 at 7.5 % interest for 12 years with a monthly payment of \$ 4,484.71, until paid in full. A late fee of 5% shall be paid for all monthly payments and balloon payment received more than 7 days after due date. There shall be no prepayment penalty. There shall be one balloon payment of \$20,000 due on or before January 31, 2015. Each utility sale financing shall utilize all typical security and lien agreements typical of a commercial sale such as: mortgage, note, security agreement, conditional lease agreement as to utility office, stock pledge agreement. financing statements, collateral and conditional assignments of utility names, easements, certificates licenses, permits, franchise or other service rights relating to the utility or garbage and street lighting service and other rights including those granted by deed or homcowners restrictions, all to be cross collateralized and cross defaulted together with guarantees, which shall all be subject to Purchaser's review and approval, with said approval not to be unreasonably withheld. Seller shall provide all documents five (5) days prior to closing. Any adjustment of the Purchase Price shall be allocated between Holiday Gardens Utilities and Crestridge Utilities, pro-rata, based on the price allocation specified in the preceding sentence. Purchaser shall pay Seller at Closing the down payment in immediately available funds by wired funds to the CLOSING AGENT, selected by and Seller. For federal income tax purposes and all other purposes, the Purchase Price (including any adjustments of the Purchase Price) shall be allocated among the Purchased Assets in a manner set forth in writing and signed by Purchaser and Seller on or before the Closing Date. The mortgage, note and any other closing documents proposed by Seller must be submitted to Purchaser five (5) days before closing for Purchaser's review and approval.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to Purchaser to execute this Agreement and perform its obligations hereunder, Seller represents and warrants to Purchaser as follows:

a. Holiday Gardens Utilities Inc. and Crestridge Utility CORPORATION are duly organized, validly existing corporations, and their status is active under the laws of the State of Florida. Holiday Gardens Utilities CORPORATION and Crestridge Utilities Corporation have all requisite corporate power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

b. All Shareholders of Seller have approved Seller entering into this Agreement.


Purchaser


Seller

c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.

d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

e. Seller has, or prior to closing shall acquire, exclusive possession, control and ownership and good and marketable title to all Real Property, including that used or located on property controlled by Seller in its business, on the date of this Agreement.

f. "As Is" Condition. Purchaser understands and agrees that it shall accept the Purchased Assets or Purchased Assets as defined in the Agreement in its "As Is" "Where Is" condition at the time of closing, including any hidden defects known or unknown. Seller represents that there are no known defects other than as shown on Exhibit B Purchaser acknowledges that two water tanks need replacement and Crestridge Well #3 is out of service. Purchaser understands, acknowledges and agrees that neither Seller nor any person acting as Seller's representative and/or agent is making any warranties or representations, other than described herein, either express or implied, as to the fitness, merchantability, suitability or condition of the Purchased Assets. Purchaser further acknowledges and agrees that he/she is not relying on any statements or representations made by Seller or Seller's agents as to any comments relating to the condition of the Purchased Assets and/or to any improvements thereon.

g. Purchaser hereby acknowledges that it is Purchaser's right and responsibility to obtain any and all inspections, tests, reviews or reports which Purchaser desires to determine the condition of the Purchased Assets and the improvements thereto, including, but not limited to, the structural components, foundations, soil, plumbing, utilities, and suitability for use of the Purchased Assets, and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, radon, asbestos, lead paint, mold or any other factors that would render the Purchased Assets uninhabitable or dangerous to the health of the occupants, unsuitable for its intended use or purpose or otherwise not in compliance with any law or regulation, or any other factors regarding the Purchased Assets about which the Purchaser may be concerned. If Purchaser fails to inspect the Property, such failure shall not alter or impair the understanding and agreement between the Seller and Purchaser as set forth in this section.

h. Neither Seller nor any person acting as Seller's representative or agent warrants or represents that the Purchased Assets or any alterations or additions which may have been made to the Purchased Assets conform to local building codes, zoning regulations or any other applicable laws, rules or regulations. Purchaser acknowledges that it is Purchaser's right and responsibility to perform any and all testing, inspections and searches which Purchaser desires to determine if the Purchased Assets are in


Purchaser


Seller

compliance with all building and zoning codes and other applicable law, rules or regulations. Seller shall be under no obligation to bring the Purchased Assets into compliance with any such codes, laws, rules or regulations, nor to close out any open permits or resolve any outstanding code violation.


i. The Purchased Assets, records relating to Purchased Assets or otherwise have been subject to free, open, extensive personal examination without limitation by Purchaser, to the extent that they have been provided to Purchaser. Purchaser is unable to acknowledge that all records have been provided to Purchaser. The utility, its plant, equipment, operating procedures, records and documents, the ownership and condition of such plant and equipment, customer base and account, billing procedures, income and expenses and its ownership or utilization of property and easements are all well known to Purchaser, to the extent that the information was provided to Purchaser.

j. Seller does not warrant or represent any of the following matters to the Purchaser: Seller does not warrant or represent Seller's machinery, tools, furniture, equipment and facilities, including plant, tanks, lines or any equipment used or useful in Seller's supply and distribution system or otherwise to be in good operating condition, order and repair as of date hereof and as of closing date. Purchaser is aware that no lines have been scoped. Seller does not warrant or represent such equipment's fitness for use for its intended purpose or that such was installed, manufactured, maintained or repaired following standard industry or governmental rules, requirements or practices. Seller is under no obligation to repair, replace or renovate any Purchased Asset pending closing date merely because it is aged or its condition is due to deferred maintenance. Seller shall replace or repair any item where the failure to do so would constitute imminent endangerment of public health or safety and cannot be delayed until closing.

k. Seller does not warrant or represent such equipment as being suitable to the function, purpose or use to which it has been or could be put or that such equipment constitutes all the equipment necessary for operation of a water supply and distribution system. Purchaser is aware of utility repairs necessary for Purchased Assets, including two tank replacements.

l. Seller does not warrant or represent that the water supply and distribution system, its equipment, real property or easements held, owned or utilized by the Seller and use thereof comply with and applicable zoning, land use, comp plan and any other laws, ordinances, regulations and building codes or otherwise, and such land, equipment or systems may constitute a grandfathered unpermitted or nonconforming use, violative of law, ordinance or regulation.

m. Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets including those used or located on the Real Property. At Closing, the Purchased Assets consisting of personal property are subject to no mortgage, pledge, lien, charge, security interest, or encumbrance, except Permitted


Purchaser



Seller

Encumbrances. At Closing, Seller shall deliver title to such personal property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, except Permitted Encumbrances.

n. Environmental Law Compliance. Seller does not warrant or represent that it is or will be as of closing date in material compliance with all applicable Environmental Laws. "Environmental Laws" include any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.

o. Representations. To Seller's knowledge:

- i. Unless disclosed in writing and attached as an exhibit to this agreement, there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform its obligations under this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in material default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the operation of the Utility System.
- ii. To Seller's knowledge, no representation made by the Seller in this Agreement knowingly contains any untrue statement of material facts or knowingly omits to state any material fact required to make the statements herein contained not misleading. The waivers, releases and matters contained in Article 5, are material factors


Purchaser


Seller

inducing Seller to enter into this Agreement upon which Seller has relied, and Purchaser acknowledges Seller would not have entered into this Agreement but for such waivers and releases. Purchaser shall execute at closing waivers of warranties or representations contemplated by this agreement, subject to Purchaser's review and approval, with said approval not to be unreasonably withheld.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER. As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, Purchaser represents and warrants to Seller as follows:


a. Purchaser is a duly organized and validly existing legal entity. Purchaser has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

b. Execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

c. Purchaser shall perform the duties described in the Operating Agreement in good faith to meet the conditions precedent for closing as expeditiously as possible, within reason.

7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES. At least seven (7) days prior to the Closing, Seller shall, through a title insurance agent of Purchaser's choice (the "Title Agent"), cause a current title insurance commitment to be issued by a title insurance company authorized to conduct business in Florida (the "Title Insurer"), and delivered to Purchaser and Seller. The cost of the title insurance commitment and title insurance policy shall be borne by Purchaser. The title insurance commitment shall commit the Title Insurer to issue owner's title insurance policies to Purchaser covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be insurable, subject only to Permitted Encumbrances, as defined below, and encumbrances acceptable to Purchaser, in Purchaser's sole discretion; provided, however, that the Title Insurer shall delete the standard exceptions customarily deleted for such items as material man's liens, survey, and mechanic's liens. Seller shall execute at or prior to Closing, in favor of Purchaser and the Title Agent the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the Title Agent to delete all standard exceptions addressed by such affidavits.

8. Purchaser shall notify Seller in writing prior to closing of any material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances.


Purchaser


Seller

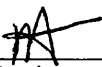
9. Seller shall have thirty (30) days after receipt of Purchaser's notice to eliminate the objections to title set forth in Purchaser's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$5,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property) that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Purchaser may:

- a. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or
- b. Reject title and terminate this Agreement with no further liability to either Purchaser or Seller.
- c. Purchaser shall have the right, but not the obligation, to do such surveys on the Real Property as Purchaser desires. Surveys procured by Purchaser shall be at the sole cost and expense of Purchaser.
- d. Title Agent shall deliver, promptly after Closing, the title insurance policy issued on the binder.
- e. "Permitted Encumbrances" include present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

10. **CONDITIONS PRECEDENT TO CLOSING.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that at or before Closing:

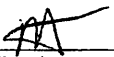
- a. Representations of the other party are true in all material respects as of the Closing, except to the extent they specifically refer to another date.
- b. This contract is contingent upon The Florida Public Service Commission (FPSC) agreeing to the transfer of application for Holiday Gardens Utilities and Crestridge Utilities Corporation. The sale, assignment and transfer of the utility's certificate of authorization, facilities and equipment is contingent upon FPSC approval. In the event the PSC does not approve the sale and transfer of the Certificate of Authorization to Purchaser, Seller shall cooperate in Purchaser's continued operation of the system, until the expiration of such time as the FPSC approves said transfer to Purchaser, or any other applicant proposed by Purchaser or 2 years elapses from date of closing to approve such sale and transfer, whichever event occurs first. During such time the note and mortgage shall be paid as scheduled herein.

11. **DOCUMENTS TO BE PROVIDED BY SELLER.** Seller shall provide Purchaser the following:


Purchaser


Seller

- a. All plans and specifications showing the Utility System including any under construction, together with a map showing the Utility System and appurtenances as now constructed.
- b. There are no developer agreements.
- c. There are no known contracts or leases.
- d. Documents identifying equipment, tools, parts and all other personal property owned or used by Seller in connection with the operation of the Utility System.
- e. A Schedule and copies of documents reflecting the rates, fees and charges currently being collected by Seller.
- f. Copies of permits, applications, or other documents, together with effective dates and expiration dates (if any), issued to Seller by all applicable governmental authorities including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, and (c) the Southwest Florida Water Management District.
- g. List of customers, customer deposits and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable.
- h. All warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to a copy of all warranties relating to the Purchased Assets.
- i. Any and all effective insurance policies with respect to the Purchased Assets and Utility System.
- j. Deeds and other evidence of ownership or rights to the Real Property identified in Exhibit "A."
- k. Surveys of the Real Property, if any.
- l. The easements, licenses, prescriptive rights and rights-of-way identified in Exhibit "A."
- m. All environmental permits and applications.
- n. The payroll for all office personnel, operators and field employees and the employee benefit plan for such employees and such other information relating to employees as may be requested by Purchaser or its contract operator.


Purchaser


Seller

12. OBLIGATIONS OF SELLER

- a. Seller shall maintain its existing levels of insurance on the Purchased Assets and Utility System. The risk of any loss of the Purchased Assets shall remain with Seller until closing.
- b. Deleted. There are no developer agreements.
- c. Seller shall not enter into any new contracts or obligations without Purchaser's written consent.

13. TERMINATION. Purchaser shall have the right to terminate this Agreement for any material defect or problem revealed including, but not limited to, any terms of the Seller's contracts which would cause a material adverse change in the long term operation of the Utility System or the Purchased Assets from the current operation.

a. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

- i. The failure, in any material respect, of any conditions precedent.
- ii. material and knowing breach of any representation, if Seller has not cured such breach on or before Closing.
- iii. Deleted.

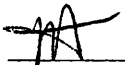
b. Seller may terminate this Agreement only upon a material breach of this Agreement by Purchaser consisting of fraud or misappropriation of funds by Purchaser.

c. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other party by delivering the notice to the address listed herein.

14. CLOSING. This transaction shall be closed on or before April 11, 2014, unless extended by both parties.

a. At Closing:


- i. Purchaser shall pay the Purchase Price, recording costs, documentary and intangible tax on mortgage.
- ii. The parties shall execute such documents as are necessary to meet the conditions described herein.
- iii. Title to the Real Property shall be conveyed to Purchaser by Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances.
- iv. Seller shall assign its right, title and interest in those easements, licenses, etc. identified in Exhibit "A."


Purchaser


Seller

- b. There are no contracts to be assumed by Purchaser.
- c. Recording fees to record the deeds and any other instruments necessary to deliver title to the Purchaser shall be paid by the Purchaser.
- d. Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants incurred in connection with the negotiation and execution of this Agreement.
- e. Seller shall be responsible for all costs for services, materials and supplies rendered in connection with the operation of the Utility System prior to and including the day of Closing including, but not limited to, electricity, purchased water or telephone service and other such services, materials and supplies ("Accounts Payable"). Purchaser shall be responsible for all such costs and expenses incurred subsequent to Closing.
- f. Seller shall convey to Purchaser by check all customer deposits, cash on hand, and interest accumulated thereon through the day of Closing. Purchaser shall assume liability for customer deposits which are conveyed to Purchaser by Seller at Closing.
- g. Each party shall deliver to the other party a certificate or affidavit stating that:
 - i. The party is not prohibited by decree or law from consummating the transaction contemplated hereby.
 - ii. There is not pending on the Closing Date any legal action or proceeding that hinders the ability of such party to close the transaction.
 - iii. All representations of such party contained in this Agreement are true and correct in all material respects as of the Closing, and such party has complied in all material respects with its covenants under this Agreement.
 - iv. Except for FPSC approval of the sale of the Utility System to Purchaser, to Seller's Counsel's knowledge no consent, approval or other action by any United States, federal or state regulatory authority or other person or entity is required for the execution, delivery or performance of any of the Closing documents by Seller or to establish the validity or enforceability of such documents by Purchaser.

15. POST CLOSING COOPERATION. After Closing, Seller and Purchaser shall upon reasonable request of the other execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to implement and perform any of the obligations, covenants and agreements of the parties.



Purchaser



Seller

The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing, and thereafter shall terminate.

16. MISCELLANEOUS PROVISIONS.

a. This Agreement, the Exhibits hereto, embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

b. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

c. The drafting of this Agreement was a joint effort of the parties. In the interpretation hereof it shall be assumed that no party had any more input or influence than any other.

d. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party who or which is not a signatory hereto.


e. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

f. In the event of any litigation that arises between the parties with respect to this Agreement, each party shall bear their own attorney fees and costs at all trial and appellate levels, including those relating to Bankruptcy proceeding.

g. This Agreement may be amended or modified only if executed in writing with the same formality as the original.

h. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida with venue in Pasco County, Florida.

i. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.



Purchaser



Seller

j. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, except that Purchaser shall create two new entities and Purchaser may assign all of its rights to the new entities without Seller's consent. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

k. IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

Michael Amey
Purchaser

3-27-2014
Date

Crestridge Utility Corporation

By: *Ronnie L Mohr*

Date 3/31/2014

Holiday Gardens Utilities, Inc.

By: *Ronnie L Mohr*

Date 3/31/2014

AA
Purchaser

RM
Seller

Exhibit "A"
Real Property

CREST RIDGE UTILITIES CORP:

31-26-16-0050-00000-3910	4801 ZODIAC AVE
31-26-16-0070-00000-4080	4947 ZODIAC AVE
31-26-16-021A-00000-4980	4916 GASLIGHT AVE

HOLIDAY GARDENS UTILITIES INC:

29-26-16-0060-00000-0300	2223 PAMELA DR
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HOLIDAY GULF BUILDERS INC

29-26-16-0060-00000-1300	2221 PRESTIGE DR
--------------------------	------------------

DIXIE GARDENS INC

31-26-16-0220-00000-6920	4843 PANORAMA AVE
31-26-16-0220-00000-7030	4922 CALAIS DR

Any and all other real property, including, and, via quit claim deed, all easements, whether platted or not, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.


Purchaser


Seller

EXHIBIT "B"

Holiday Gardens Utilities

From: "Dustin Pope" <dustin@popeswatersystems.com>
To: <aqua.linda@verizon.net>; "Linda Emerick" <countrygirl@svs.net>; "Mike Smallridge" <utilityconsultant@yahoo.com>
Sent: Friday, October 04, 2013 1:08 PM
Subject: Pope's Water Systems - Holiday Gardens and Crestridge - Pump Conditions
Linda, Mike & Judy,

As requested, Below is a synopsis of what was found during our last visit on 09/19/2013.

- Holiday Gardens Well #1
 - Tank was drained and flushed while we were on-site.
 - Bearings in pump are showing excessive wear.
 - Packing is leaking
 - Packing container needs replaced and or packed.

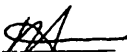
- Crestridge Well #2
 - Bearings in pump are showing excessive wear.
 - Packing Bushing is bad.
 - Packing gland is broken
 - Packing container needs to be replaced.

- Crestridge Well #3
 - Spider bearings are tight
 - Packing container bushing is bad.

- Crestridge Well #4
 - Bearings in Pump and Motor Bad – Excessive Vibration

It is our understanding that you are trying to determine what your next steps will be in repairs – Which pumps will you attempt to repair vs. replace. We recommend looking at you previous records and determine when the last each of these pulled and how much each of these are used (gallons pumped per day over the last years or months) and use this information along with the condition existing tanks and infrastructure to make your decision. Please note that a packing container replacement or packing replacement could be in vein due to the condition of the spider bearings and shaft.

Please feel free to call with any questions. Thanks.


Purchaser


Seller

EXHIBIT #3

This is owner financing with \$25,000 down payment at 7.5% interest for 12 years with monthly payment of \$4,484.71 with a \$20,000 balloon payment due January 31, 2015.

Further described on page 4 of the Agreement for purchase and sale of water assets.

EXHIBIT #4

Unknown at this time.

To be filed late.

EXHIBIT #5

Buyer has the Federal Tax returns.

EXHIBIT #6

After reasonable investigation the system being acquired appears to be in satisfactory condition and is in compliance with all applicable standards set by DEP.

The system is in need of repairs and improvement.

The utility no outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP.

A list of repairs and costs will be filed late.

EXHIBIT #7

THIS WILL BE FILED LATE.

EXHIBIT #8

THIS WILL BE FILED LATE.

EXHIBIT #9

THIS WILL BE FILED LATE.

EXHIBIT #10
COPY OF DEEDS.

SCHEDULE/EXHIBIT A

CRESTRIDGE UTILITY CORPORATION, A FLORIDA CORPORATION

LOT 703, CREST RIDGE GARDEN UNIT SEVEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 134, IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

LOT 692, CREST RIDGE GARDEN UNIT SEVEN A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 134, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

LOT 498, CREST RIDGE GARDEN UNIT FIVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 85, IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

LOT 408, CREST RIDGE GARDEN UNIT FOUR, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 48, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

LOT 391, CREST RIDGE GARDENS UNIT TWO, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECODED IN PLAT BOOK 8, PAGE 3, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

SCHEDULE/EXHIBIT A

HOLIDAY GARDENS UTILITIES, INCORPORATION,
A FLORIDA CORPORATION

LOT 30, HOLIDAY GARDENS UNIT ONE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 9, PAGE 25, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

LOT 130, HOLIDAY GARDENS UNIT ONE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 9, PAGE 25, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Prepared by and return to:
Sharon B. Sumner

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525
352-567-5658
File Number: 14-142C
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 6th day of August, 2014 between Crestridge Utility Corporation, a Florida corporation whose post office address is ~~4804~~ Mile Stretch Drive, Holiday, FL 34690, grantor, and Crestridge Utilities, LLC, a Florida Limited Liability Company whose post office address is 1902 Barton Park Rd, #201, Anburndale, FL 33823, grantee:

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

Lot 692, Crest Ridge Garden Unit Seven, a subdivision according to the plat thereof recorded at Plat Book 8, Page 134, Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0220-00000-6920

Subject to easements, restrictions and reservations of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same..

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x Dee A. Goble
Witness Name: Dee A. Goble

Crestridge Utility Corporation, a Florida corporation

By Linda Emerick
Linda Emerick, President

(Corporate Seal)

x Carole Buck
Witness Name: CAROLE BUCK

State of ~~Florida~~ INDIANA
County of ~~Pasco~~ JOHNSON

The foregoing instrument was acknowledged before me this ____ day of August, 2014 by Linda Emerick, President of Crestridge Utility Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Carole Buck
Notary Public
Printed Name: CAROLE BUCK
My Commission Expires: 9-10-2017

Prepared by and return to:
Sharon B. Sumner

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525
352-567-5658
File Number: 14-042A
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of August, 2014 between Crestridge Utility Corporation, a Florida corporation whose post office address is 4804 Mile Stretch Drive, Holiday, FL 34690, grantor, and Crestridge Utilities, LLC, a Florida Limited Liability Company whose post office address is 1902 Barton Park Rd, #201, Auburndale, FL 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

Lot 408, Crest Ridge Garden Unit Four, a subdivision according to the plat thereof recorded at Plat Book 8, Page 48, Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0050-00000-4080

Subject to easements, restrictions and reservations of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same..

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x Dee A Goble
Witness Name: Dee A Goble

Crestridge Utility Corporation, a Florida corporation

By: Linda Emerick
Linda Emerick, President

(Corporate Seal)

x Carole Buck
Witness Name: CAROLE BUCK

State of ~~Florida~~ Indiana
County of ~~Pasco~~ Johnson

The foregoing instrument was acknowledged before me this 7th day of August, 2014 by Linda Emerick, President of Crestridge Utility Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Carole Buck
Notary Public
Printed Name: CAROLE BUCK
My Commission Expires: 9-10-2017

Prepared by and return to:
Sharon B. Sumner

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525
352-567-5658
File Number: 14-042
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of August, 2014 between Crestridge Utility Corporation, a Florida corporation whose post office address is 4804 Mile Stretch Drive, Holiday, FL 34690, grantor, and Crestridge Utilities, LLC, a Florida Limited Liability Company whose post office address is 1902 Barton Park Rd, #201, Auburndale, FL 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

Lot 391, Crest Ridge Gardens Unit Two, a subdivision according to the plat thereof recorded in Plat Book 8, Page 3, of the Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0050-00000-3910

Subject to easements, restrictions and reservations of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same..

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x Dee A. Goble
Witness Name: Dee A. Goble

Crestridge Utility Corporation, a Florida corporation

By: Linda Emerick
Linda Emerick, President

(Corporate Seal)

x Carole Buck
Witness Name: CAROLE BUCK

State of ~~Florida~~ Indiana
County of: ~~Pasco~~ Johnson

The foregoing instrument was acknowledged before me this 7th day of August, 2014 by Linda Emerick, President of Crestridge Utility Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Carole Buck
Notary Public
Printed Name: CAROLE BUCK
My Commission Expires: 9-10-2017

Prepared by and return to:
Sharon B. Sumner

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525
352-567-5658
File Number: 14-042B
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of August, 2014 between Crestridge Utility Corporation, a Florida corporation whose post office address is 4804 Mile Stretch Drive, Holiday, FL 34690, grantor, and Crestridge Utilities, LLC, a Florida Limited Liability Company whose post office address is 1902 Barton Park Rd, #201, Auburndale, FL 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

Lot 498, Crest Ridge Garden Unit Five, a subdivision according to the plat thereof recorded at Plat Book 8, Page 85, in the Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-021A-00000-4980

Subject to easements, restrictions and reservations of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same..

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x Dee A. Goble
Witness Name: Dee A. Goble

Crestridge Utility Corporation, a Florida corporation

By: Linda Emerick
Linda Emerick, President

(Corporate Seal)

x Carole Buck
Witness Name: CAROLE BUCK

State of ~~Florida~~ Indiana
County of ~~Essex~~ Johnson

The foregoing instrument was acknowledged before me this 7th day of August, 2014 by Linda Emerick, President of Crestridge Utility Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Carole Buck
Notary Public
Printed Name: CAROLE BUCK
My Commission Expires: 9-10-2017

Prepared by and return to:
Sharon B. Sumner

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525
352-567-5658
File Number: 14-142D
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of August, 2014 between Crestridge Utility Corporation, a Florida corporation whose post office address is 4804 Mile Stretch Drive, Holiday, FL 34690, grantor, and Crestridge Utilities, LLC, a Florida Limited Liability Company whose post office address is 1902 Barton Park Rd, #201, Amherst, FL 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

Lot 703, Crest Ridge Garden Unit Seven, a subdivision according to the plat thereof recorded at Plat Book 8, Page 134, in the Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0220-00000-7030

Subject to easements, restrictions and reservations shown of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same..

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x Dee A. Goble
Witness Name: Dee A. Goble

Crestridge Utility Corporation, a Florida corporation

By: Linda Emerick
Linda Emerick, President

(Corporate Seal)

x Carole Buck
Witness Name: CAROLE BUCK

State of ~~Florida~~ Indiana
County of ~~Pasco~~ Johnson

The foregoing instrument was acknowledged before me this 7th day of August, 2014 by Linda Emerick, President of Crestridge Utility Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

{Notary Seal}

Carole Buck
Notary Public
Printed Name: CAROLE BUCK
My Commission Expires: 9-10-2017

EXHIBIT #11

TO BE FILED LATE, PENDING COMPLETION OF
INDEX ADJUSTMENT.

EXHIBIT #12

WE LOOKED EVERYWHERE. WE COULD NOT FIND
THEM.