

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

ORIGINAL
**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

SCANNED

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

January 26, 2007

By 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
07 JAN 26 PM 1:53
COMMISSION
CLERK

Re: Docket No. ~~07-084W~~ Holiday Utility Company, Inc. Application For Amendment Of
Certificate For An Extension Of Territory

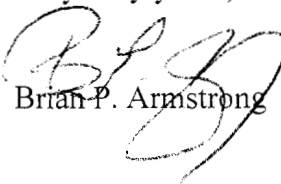
Dear Ms. Bayo:

Enclosed please find an original and fifteen copies of an application for amendment of
certificate for an extension of territory by Holiday Utility Company, Inc together with a check in
the amount of \$100 to cover the applicable 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.

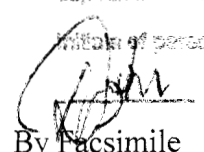
Very truly yours,


Brian P. Armstrong

BPA/amw
Enclosures

Check received with \$100.00 payment due
to FPSC by check no. 07-084W-00000000
deposit into the FPSC account

Initials of person who has received same

cc: 
By Facsimile
Katherine Fleming, Esq. (Without Enclosures)

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00807 JAN 26 07

FPSC-COMMISSION CLERK

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Holiday Utility
Company, Inc. for amendment of Water
Certificate No. 224-W in Pasco County, Florida.

Docket No. 070084-WU

**APPLICATION FOR AMENDMENT OF CERTIFICATE FOR AN EXTENSION
OF TERRITORY**

Applicant, Holiday Utility Company, Inc., ("Holiday Utility") by and through its undersigned attorneys, and pursuant to Section 367.045, Florida Statutes and Rule 25-30.036 (2), Florida Administrative Code, applies to the Florida Public Service Commission for amendment of its water certificate to add territory in Pasco County, Florida, and in support thereof states:

**I.
APPLICANT INFORMATION**

A) The full name and address of the Applicant is:

Gary Deremer
President
Holiday Utility Company, Inc.
4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

B) The full name and address of the Applicant's attorney, to whom all Orders, notices, directives, correspondence and other communications shall be directed is:

NABORS, GIBLIN & NICKERSON, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Attn: Brian P. Armstrong

II.

NEED FOR SERVICE

A) Holiday is Class "C" water utility located in Pasco County. For a number of years prior to the acquisition of Holiday by its current owner, Holiday Waterworks Corporation, the utility had been providing water service to a public school known as Gulf Side Elementary School. It was not until Holiday filed an application seeking Commission approval of the transfer of ownership of Holiday that the Commission, its staff, Holiday and the prior owner realized that the School was located in an area which all parties mistakenly believed was included in Holiday's Commission-approved service territory. The Commission approved the transfer of ownership to Holiday Waterworks Corporation by Order No. PSC-06-0380-FOF-WU in Docket No. 030458-WU issued on May 8, 2006. By this application, Holiday requests that the Commission amend Holiday's service territory to include the school property. Attached hereto as **Exhibit "A"** is a statement from an officer of the Utility as to the accuracy of these facts and all other facts stated in this application.

B) Not applicable.

C) Holiday has been providing water service to the School since Holiday acquired the system in April, 2003. As indicated above, Holiday and its predecessor believed that the School was located within Holiday's authorized territory. Upon information and belief and to the best of applicant's knowledge and belief, Holiday has been providing water service to the School for as long as the school has been in operation and Holiday's continued provision of service will be consistent with applicable local comprehensive plans as Holiday has never been informed otherwise other than in proceedings before this

Commission. In any event, it is in the public interest to authorize the continued service by Holiday of the School as there is no need for additional capital and no need for any change whatsoever in the current service being rendered to the School by Holiday for years.

III.

SYSTEM INFORMATION

A) Holiday proposes to continue providing water service to the School as it has been doing for years. Holiday's existing treatment facilities and lines which have been serving the School obviously are of sufficient capacity to provide service as they have been doing so for years. Proof that Holiday possesses appropriate ownership of the land upon which the existing water facilities serving the School are located was presented in the recently concluded ownership transfer proceeding, Docket No. 030458-WU, pursuant to which the Commission approved the transfer of ownership to the Applicant in this proceeding. There is no extension, improvement or expansion of any facilities required to serve the School. Attached hereto as **Exhibit "B"** are copies of various documents to establish that Holiday owns or possesses sufficient long term interests in the land upon which the Utility facilities that will continue to serve the proposed territory are located, as confirmed in the Commission's recent transfer order, Order No. PSC-0600380.

B) Not applicable.

IV.

FINANCIAL AND TECHNICAL INFORMATION

A) Holiday is affiliated with several corporations within the US Water Services Corporation family. Since the new owner assumed ownership of Holiday in 2003, there

have been many improvements made to Holiday's operations and a significant amount of capital has been invested in the utility facilities necessary to provide water service to Holiday's customers. Mr. Gary Deremer continues to serve as President of Holiday. As noted in past Commission orders, Mr. Deremer has many years of experience in private and public water and wastewater operations, maintenance and compliance. He also is the president of three other utilities under the Commission's jurisdiction, including Virginia City Utility Company, Dixie Groves Utility Company, and Colonial Manor Utility Company. There is no additional capital required to serve the School, which is the only customer located in the requested additional service area.

B) There is no construction necessary as Holiday has been providing service for years to the School located on the entirety of the additional service area requested in this application.

C) The number of the most recent Commission Order establishing Holiday's authorized rates and charges is Order No. PSC-05-0621 in Docket No. 041145-WU issued on June 6, 2005, and made final by Consummating Order issued on June 29, 2005.

D) There will be no impact on Holiday's monthly rates and service availability charges if this Application is granted.

V.

TERRITORY DESCRIPTION AND MAPS

A) A description of the proposed additional territory to be served using township, range and section references is attached hereto as **Exhibit "C"**.

B and C) **Exhibit “D”** shall consist of maps showing township, range and section reference with the proposed additional territory plotted thereon by using metes and bounds and quarter sections with a defined reference point of beginning and a map showing location of utility facilities. This Exhibit shall be filed with the Commission under separate cover. Applicant has provided an original and two copies of a sketch of the existing, authorized service area and the School property with this Application as Exhibit D.

VI.

NOTICE OF ACTUAL APPLICATION

A) Attached as **Exhibit “E”** is confirmation that notice of this Application was provided in accordance with applicable Florida Statutes and Commission Rules. An affidavit to this effect and a copy of the notice is attached as part of Exhibit E.

B) The required newspaper notice also was published on December 19, 2006. **Exhibit “F”**, which will be late-filed, will include a copy of the notice and proof of publication.

VII.

TARIFF AND ANNUAL REPORT

A) The Utility has filed the required tariffs and annual report with the Commission, and the affidavit of Gary Deremer swears to the accuracy of this fact as well as all other facts stated in this Application.

B) Attached hereto as **Exhibit “G”** are the original and two copies of a sample tariff sheet reflecting the additional service territory to be included in the Utility’s certificate.

VIII.

FILING FEE

The capacity of the proposed addition is twenty-four (24) water ERCs. The filing fee enclosed with this Application is \$100 for water based upon the additional service area serving less than 100 ERCs.

IX.

ORIGINAL CERTIFICATE

The Applicant has previously filed with the Commission the original of its current Certificate No. 224-W in Docket No. 030458-WU and, upon information and belief, it has not yet been returned to Applicant.

WHEREFORE, the Applicant, Holiday Utility Company, Inc., requests that this Commission issue its Order amending the water certificate of the Applicant to include the additional territory applied for herein to serve a public school, containing approximately twenty-four (24) additional ERCs.

Respectfully submitted this
26th day of January, 2007, by:

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



BRIAN P. ARMSTRONG

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:

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 27th day of the month of Jan.
in the year of 2007 by Gary Deremer who is
personally known to me _____ or produced the following identification

Type of Identification Produced

Notary Public's Signature

Print, Type or Stamp Seal

Notary Public

State of Fla.
Notary Expires 03/01/2010

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 Amist
V. P. P. P.

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

STATE OF FLORIDA
COUNTY OF PASCO

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

Melisa Rotteveel
Notary Public

My commission expires:



by the parties hereto 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.



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.
- HOVER:** 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.

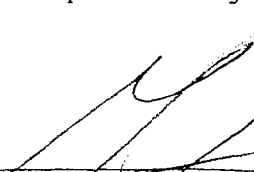
**REMEDIES OF
DEFAULT:**

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: 

OWNER - Holiday Waterworks Corporation

Print: Victoria PenickTitle: Sec / TreasWitness: Mary EvaAccepted by: 

THE UTILITY - Holiday Utility Company

Print: Gary DeemTitle: PresWitness: G. Leoschanko

DESCRIPTION:

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:

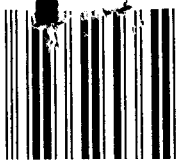
BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, NORTH 87°42'53" WEST, 15.00 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF THE ORIGINAL 15.00 FOOT TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION RIGHT-OF-WAY IN SECTION 34, NORTH 01°27'28" EAST, 49.21 FEET; THENCE NORTH 89°07'33" EAST, 283.01 FEET; THENCE NORTH 00°52'27" WEST, 72.19 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"



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

Exhibit B
PHOTOCOPIES OF
THIS FORM NOT
ACCEPTABLE

DR-219
R. 07/98

Parcel Identification Number
(If Parcel ID not available
please call County Property
Appraiser's Office) →

Use black ink. Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0 1 2 3 4 5 6 7 8 9

34-26-15-0010-00100-0000

2. Mark (x) all
that apply

Multi-parcel
transaction? →

☐

Transaction is a split
or cutout from
another parcel? →

☒

Property was improved
with building(s) at time
of sale/transfer? →

☐

3. Grantor (Seller):

MICKLER ELAINE

Last

First

MI

Corporate Name (if applicable)

3130 SHIPWATCH DR

HOLIDAY

FL 34691

Mailing Address

City

State

Zip Code

Phone No.

4. Grantee (Buyer):

Last

First

MI

Corporate Name (if applicable)

2202 DAILEY'S BLUFF RD

HOLIDAY

FL 34691

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

11/28/2003

Month

Day

Year

\$20,000.00

(Round to the nearest dollar.)

Property
Located In

61

County Code
(County Codes on Reverse)

6. Type of Document

☐

Contract/Agreement
for Deed

☒

Other

Warranty
Deed

☒

Quit Claim
Deed

7. Are any mortgages on the property? If "Yes",
outstanding mortgage balance:

YES

NO

(Round to the nearest dollar.)

\$0.00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer

such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES

NO

Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional

☐

Seller Provided

☐

Agreement or
Contract for Deed

☐

Other

☐

10. Property Type:

Residential

Commercial

Industrial

Agricultural

Institutional/
Miscellaneous

Government

Vacant

Acreage

Timeshare

Mark (x) all
that apply

☐☐☐☐☐☐☒☐☐

11. To the best of your knowledge, was personal property

included in the sale/transfer? If "Yes", please state the
amount attributable to the personal property. (Round to the nearest dollar.)

YES

NO

\$0.00

12. Amount of Documentary Stamp Tax

\$70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES

NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

Elaine C. Mickler

Date

3/1/04

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

(To be completed by the Clerk of the Circuit Court's Office)

Clerks Date Stamp

O. R. Book
and

Page Number

and
File Number

Date Recorded

Month

Day

Year

Year



Rcpt: 716222 Rec: 24.00
DS: 0.70 IT: 0.00
09/16/03 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:

D. Scott Douglas
Print Name D. Scott Douglas

Donna L. Veile
Print Name DONNA L. VEILE

Melody Mickler
Print Name Melody Mickler

Joel R. Weaver
Print Name JOEL R. 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: Elaine E. Mickler, Tel Rep.
ESTATE of Bartley L. Mickler

Dated 7/12/03

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

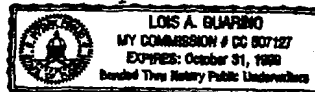
The foregoing instrument was acknowledged before me this 22nd
day of October, 1996, by Bartley L. Mickler, as President of
Holiday Utilities, Inc. who is personally known to me or who has
produced a Florida driver's license as identification and did take
an oath.

Lois A. Blarino

Notary Public

Print Name

My Commission Expires:



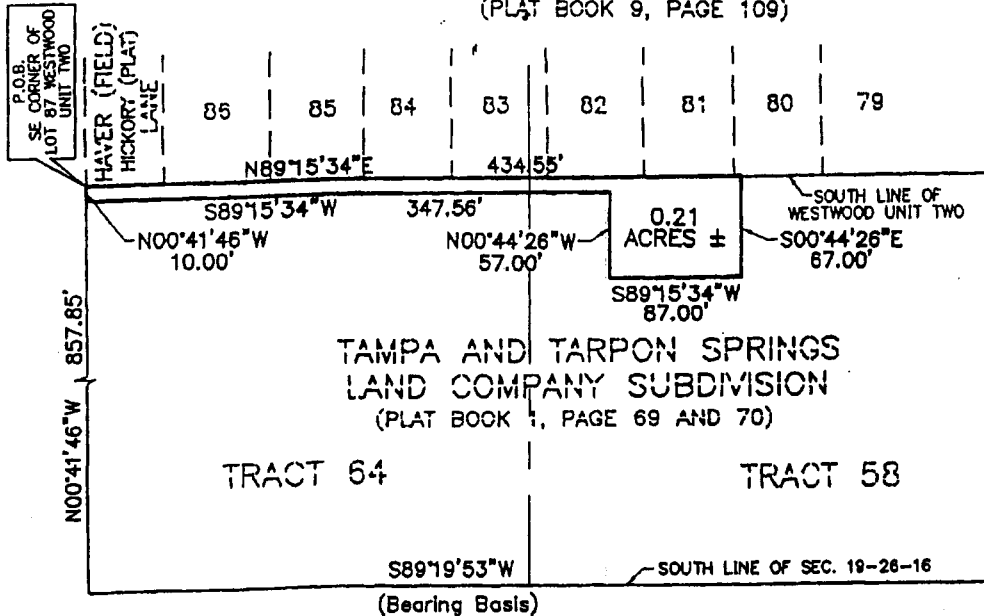
OR BK 5539 PG 1952
4 of 5

R:\DATA\ATTY\DSB\DIRMITT\EASENT.NAT

THIS IS NOT A SURVEY

WESTWOOD UNIT TWO

(PLAT BOOK 9, PAGE 109)



N

SCALE: 1"=100'

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.

DIMMIT CAR LEASING

SKETCH AND LEGAL DESCRIPTION

SCALE	DATE	DRAWN	CALC'D	CHECK'D
1"=100'	9/10/96	ACAD	V.G.B.	V.G.B.
JOB No.	SECTION	TOWNSHIP	RANGE	
99-100-000.455	19	26 SOUTH	16 EAST	

KING ENGINEERING ASSOCIATES, INC.


ENGINEERS • PLANNERS • SURVEYORS
SCIENTISTS • LANDSCAPE ARCHITECTS

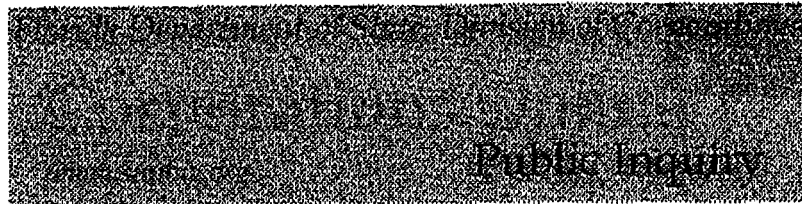
24945 U.S. HIGHWAY 19 NORTH CLEARWATER, FLORIDA 34623
(813) 791-1441 • FAX: (813) 791-9228

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
PROFESSIONAL SURVEYOR AND MAPPER # 5498
STATE OF FLORIDA

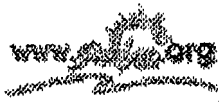
**HOLIDAY UTILITIES, INC.**PO BOX 398
NEW PORT RICHEY, FL 34652**Document Number**
G06158900040**Status**
ACTIVE**Date Filed**
06/06/2006**Expiration Date**
12/31/2011**Current Owners**
000000002**County**
PASCO**Total Pages**
000000001**Events Filed**
000000000**FEI Number**
NONE**No Filing History**[Previous on List](#)[Return to Name List](#)[Next on List](#)**Owner Information**

Name & Address	FEI Number	Charter Number
HOLIDAY WATERWORKS CORPORATION PO BOX 398 NEW PORT RICHEY, FL 34652	20-0040769	P03000043708
HOLIDAY UTILITY COMPANY, INC. PO BOX 398 NEW PORT RICHEY, FL 34652	59-1410253	349899

Document Images

Listed below are the images available for this filing.

G06158900040 - 06/06/2006 - Fictitious Name Filing**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**



Division of Corporations

Page 15 of 15

Application for Registration of Fictitious Name

Fictitious Name to be Registered **Holiday Utilities, Inc.**

Mailing Address of Business **PO Box 398**

Address Line 2

City **New Port Richey** St **FL** Zip **34652**

Florida County of Principal Place of Business **Pasco**

FEI Number (Optional)

Email Address **vpenick@uswatercorp.com**

Certificate of Status ☒ **\$10.00 (Optional)**

Certified Copy ☒ **\$30.00 (Optional)**

Owner Name (Last, First, Middle)

-or- Owner Entity Name **Holiday Utility Company, Inc.**

Address **PO Box 398**

City, State **New Port Richey** **FL**

Zip Code & Country **34652**

Florida Document Number **349899** (Only applies to corporate owners)

FEI Number **59-141025** (Only applies to corporate owners)

FEI Number Status ☐ Applied For ☐ Not Applicable ☒ Current

Owner Name (Last, First, Middle)

-or- Owner Entity Name **Holiday Waterworks Corporation**

Address **PO Box 398**

City, State **New Port Richey** **FL**

Zip Code & Country **34652**

Florida Document Number **P03000043708** (Only applies to corporate owners)

FEI Number **20-004076** (Only applies to corporate owners)

FEI Number Status ☐ Applied For ☐ Not Applicable ☒ Current

Owner Name (Last, First, Middle)

-or- Owner Entity Name

Address

City, State



Water and Wastewater Operations, Maintenance, Design, Management

Description of the Holiday Service Territory

(Addition of Pasco County School)

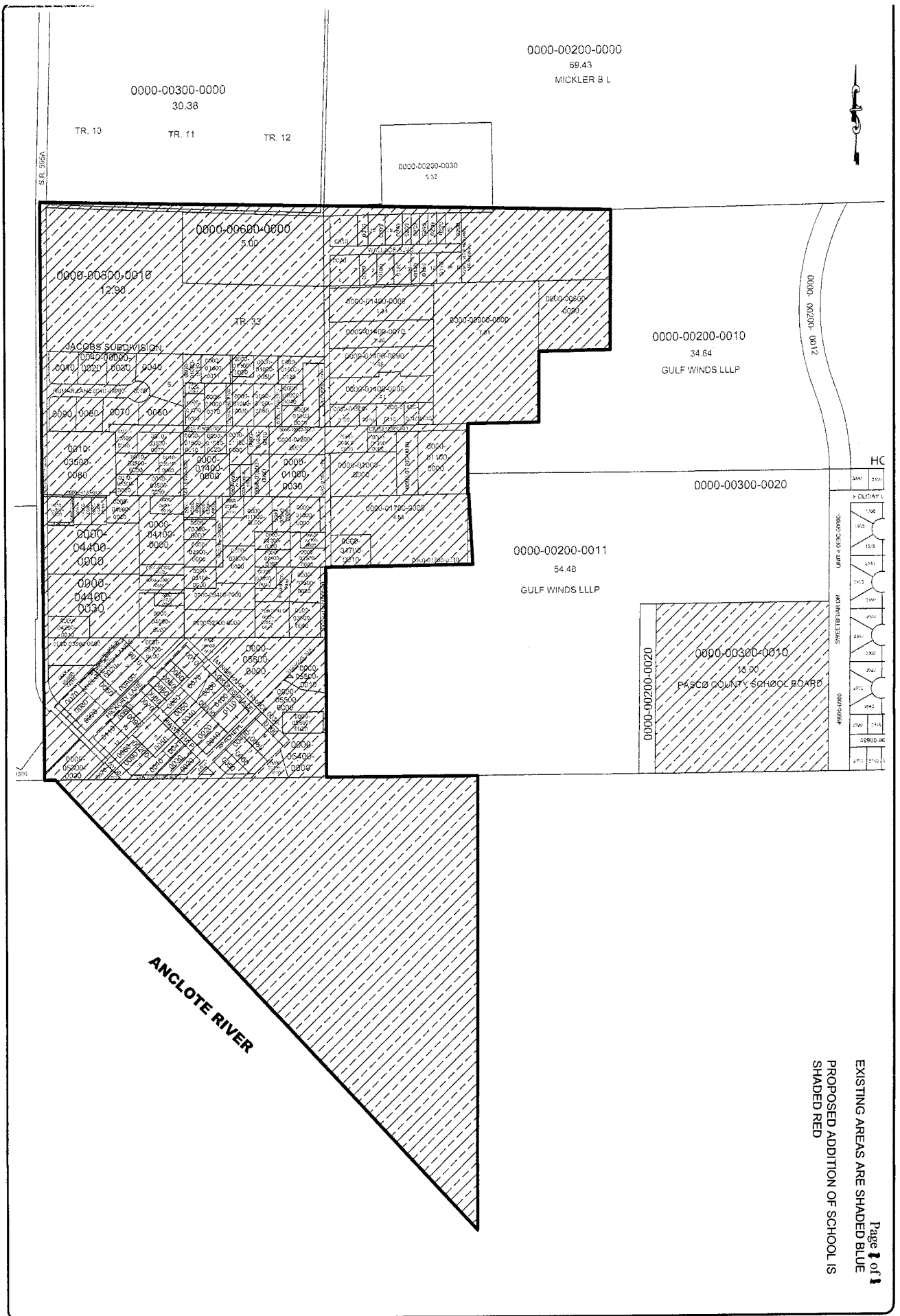
A portion of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being further described as follows: Commence at the Southwest corner of said Section 35; run thence Easterly along the South line of said Section 35, North $89^{\circ}55'33''$ East, 1543.51 feet to the Point of Beginning; thence run North $00^{\circ}11'00''$ East 800 feet; thence North $89^{\circ}55'33''$ East, 816.75 feet; thence South $00^{\circ}11'00''$ West, 800.00 feet to the South line of said Section 35; thence South $89^{\circ}55'33''$ West, 816.75 feet to the Point of Beginning.

4939 Cross Bayou Blvd. \approx New Port Richey \approx Florida 34652

Ph: 727-848-8292 \approx Fx: 727-848-7701 \approx Toll Free: 866-753-8292

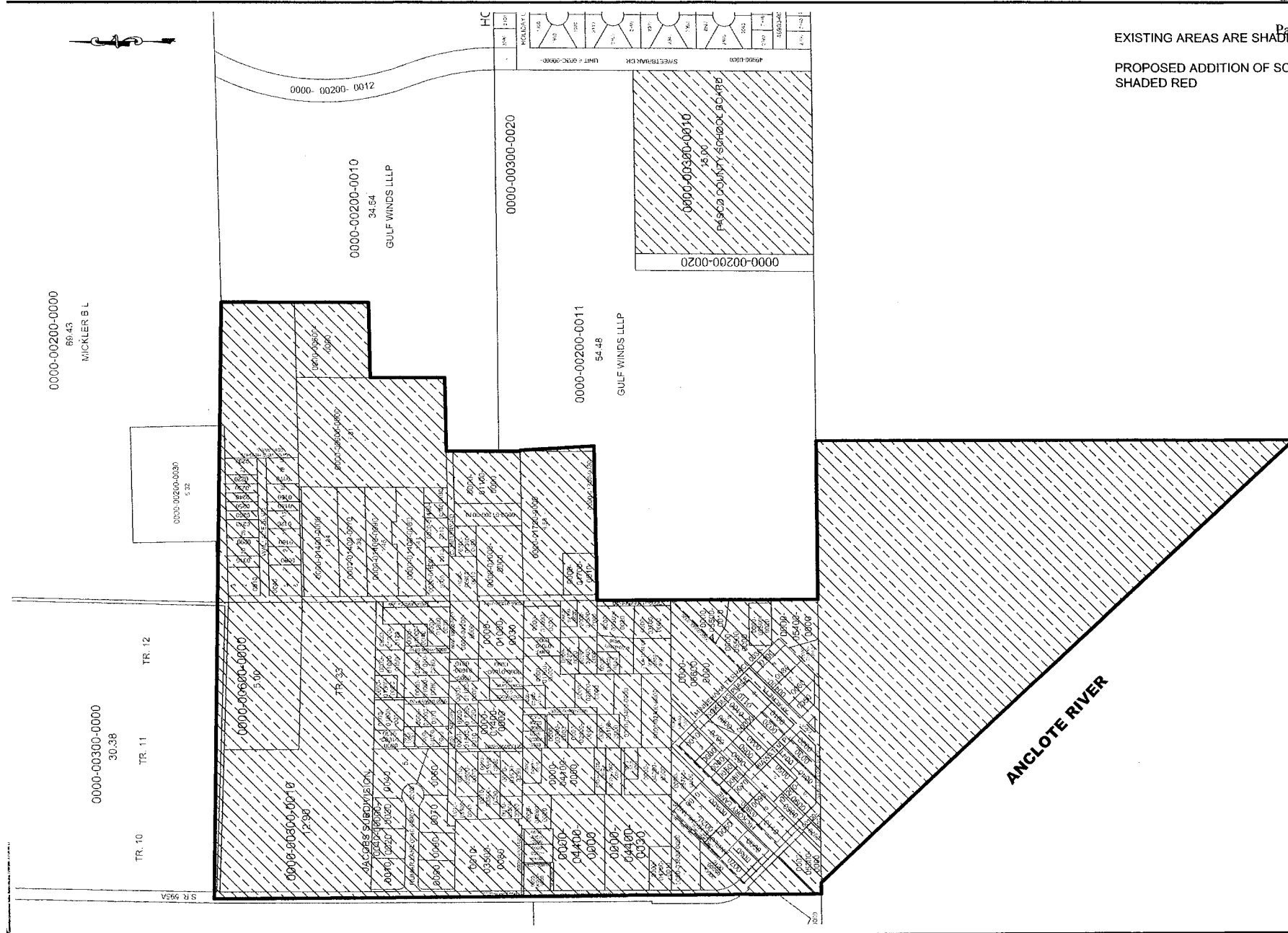
PROPOSED ADDITION OF SCHOOL IS
SHADED RED





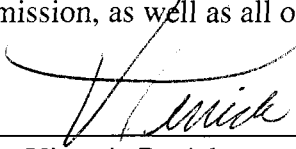
EXISTING AREAS ARE SHADED BLUE

PROPOSED ADDITION OF SCHOOL IS
SHADED RED



		4939 CROSS BAYOU BOULEVARD NEW PORT RICHEY, FL 34652 (727) 846-8292 (727) 846-7701		HOLIDAY UTILITY INC. PROPOSED SERVICE TERRITORY DETAIL SKETCH OF ANCLOTE AREA PASCO COUNTY FLORIDA		ENGINEERING Designer: [blank] Checker: [blank] Date: [blank]		Scale: 1"=200' Date: [blank]	
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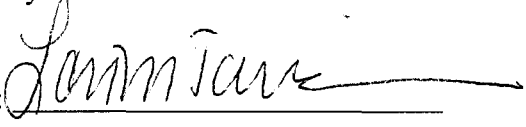
I, VICTORIA PENICK, REPRESENTATIVE OF HOLIDAY UTILITY COMPANY, INC., do solemnly swear and affirm that the attached legal notice of actual application was given in accordance with Section 367.045 (2)(a), Florida Statutes, and applicable Commission rule as set forth in the Florida Administrative Code, sent by regular mail on 12-19-06, 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 Commission, as well as all of the customers of the utility by regular mail.

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

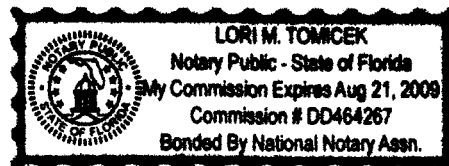
Notarized:

State of Florida
County of Pasco

Attested before me on this 19th day of December, 2006, by Victoria Penick, personally known to me.

Notary: 

Stamp: _____





Legal Notice for Amended Service Territory

Notice is hereby given on December 18, 2006, pursuant to Section 367.045 Florida Statutes, of the application for amended service territory as described in Pasco County Florida:

A portion of the East ½ of the Southwest ¼ of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being further described as follows: Commence at the Southwest corner of said Section 35; run thence Easterly along the South line of said Section 35, North 89°55'33" East, 1543.51 feet to the Point of Beginning; thence run North 00°11'00" East 800 feet; thence North 89°55'33" East, 816.75 feet; thence South 00°11'00" West, 800.00 feet to the South line of said Section 35; thence South 89°55'33" West, 816.75 feet to the Point of Beginning.

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

**Holiday Utility Company, Inc.
PO Box 398
New Port Richey, Florida 34652**

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.

In Addition: A portion of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being further described as follows: Commence at the Southwest corner of said Section 35; run thence Easterly along the South line of said Section 35, North 89°55'33" East, 1543.51 feet to the Point of Beginning; thence run North 00°11'00" East 800 feet; thence North 89°55'33" East, 816.75 feet; thence South 00°11'00" West, 800.00 feet to the South line of said Section 35; thence South 89°55'33" West, 816.75 feet to the Point of Beginning.

End Territory Description

(This Area Intentionally Left Blank)

GARY DEREMER
ISSUING OFFICERPRESIDENT
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

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GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

First Revised Sheet No. 3.3
Cancels Original Sheet No. 3.3

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 ¼ of the SW ¼ of said Section 35, a distance of 660 feet, more or less; thence continue South along the East line of the SW ¼ of the SW ¼ 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 ¼ 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 ¼ of the NW ¼ of the SW ¼ of said Section 35; thence East along the North line of the SE ¼ of the NW ¼ of the SW ¼ of said Section 35, a distance of 333.19 feet, more or less, to the Point of Beginning.

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End Territory Description

(This Area Intentionally Left Blank)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE