

D098 Jan 4 95

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES
PURSUANT TO SECTION 367.071, FLORIDA STATUTES

TO: Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

950015-1111

The undersigned hereby makes application for the sale, assignment or transfer of (all) or ~~part~~ of Water Certificate No. 388-W and/or Sewer Certificate No. LEE or facilities in LEE County, Florida, and submits the following information:

PART I **APPLICANT INFORMATION**

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

Tamiami Village Utility, Inc. (813) 656-0002

Name of seller Phone No.

P.O. Box 4458

Office street address

North Ft. Myers, Fl 33918-4458

City State Zip Code

Mailing address if different from above

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

Tamiami Village Water Company, Inc. (813) 489-3933

Name of buyer Phone No.

C/O John J. Ustica
13281 McGregor Blvd.

Office street address

Ft. Myers, Fl 33919

City State Zip Code

Mailing address if different from above

orig. cert sent to WAW on 2/9/95
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- C) The name, address and telephone number of the person to contact concerning this application:

John J. Ustica (813) 489-3933

Name Phone No.

13281 McGregor Blvd.

Street address

Ft. Myers, FL

33919

City

State

Zip Code

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

Corporation Partnership Sole Proprietorship

Other _____

(specify)

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

November 29, 1994

Florida

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

John J. Ustica, President & Chairman (no other officers or directors)

13281 McGregor Blvd.

Ft. Myers, Florida 33919

- 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.)

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit 1 - 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.

None

- 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:

- 1) Customer deposits and interest thereon;
- 2) Any guaranteed revenue contracts;
- 3) Developer agreements;
- 4) Customer advances;
- 5) Debt of the utility; and
- 6) Leases.

- D) Exhibit 3 - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit 4 - A statement describing the financing the purchase.
- F) Exhibit 5 - 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 6 - 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. PSC-92-0807-FOF-WS 08/11/92 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit 7 - 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:
- Sarah Williett (813) 656-0002
-
- Name Phone No.
- P.O. Box 4458
-
- Street address
- North Ft. Myers, Florida 33918-4458
-
- 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 8 - 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 9 - 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) or, 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 10 - 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: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; 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, 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; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and 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 141 - 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 112 - 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:
\$750.00 (one fee for water
and one 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 N/A - 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 ^{Packaged Separately} [unclear] - 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.
- C) Exhibit ³⁰¹ 13 - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

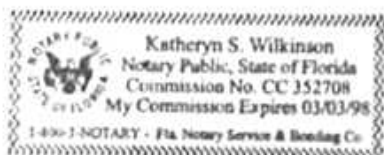
PART VI AFFIDAVIT

I Tamiami Village Water Company, Inc. (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.

John J. Ustica
(Applicant) FL D.P.L.S.C.

BY: John J. Ustica, President
Name and Title*

Subscribed and sworn to before me this 29th
of December 1999.



Kathryn S. Wilkinson
Notary Public

*If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

Exhibit 1

Application for the Sale of Water Certificate No. 388-W

Tamiami Village Utility, Inc. is in the process of selling its wastewater certificate. The stockholders of Tamiami Village Utility have decided also to dispose of its water certificate. John J. Ustica, President of Tamiami Village Water Company, Inc. is familiar with the current operation of the facility and is a resident of Lee County. Mr. Ustica has been involved in wastewater and water operations for the past fifteen years. Mr. Ustica is a Certified Public Accountant serving as past external auditor of the Town Of Southeast and presently has clients in the water and wastewater utility business. Any additional information is available upon request.

Tamiami Village Water Company, Inc. will be capitalized by cash and will purchase the Utility in Cash with no financing. The company is in the process of obtaining bank relations which will include a line of credit for any emergency repairs.

Tamiami Village Water Company , Inc. states that it will fulfill the commitments, obligations and representations of the seller with regard to water utility matters.

TAMIAMI VILLAGE UTILITY, INC.
P. O. BOX 4458
N. FT. MYERS FL 33918-4458
813-656-0002

December 21, 1994

John J. Ustica, President
Tamiami Village Water Company, Inc.
13281 McGregor Boulevard
Fort Myers FL 33919

RE: Water Service Agreement; Supplemental Provisions

Dear Mr. Ustica:

This letter supplements and clarifies the Water Service Agreement executed December 8, 1994 by Tamiami Village Utility, Inc. and Tamiami Village Water Company, Inc. The following terms are incorporated by reference into the agreement:

1. Customer deposits - TVU will transfer to TVWC any customer initial deposits as evidenced by the books and records of TVU at the date of closing. Utility customers retain all rights to such balances.
2. Delinquent deposits - TVU will return to the proper customer any delinquent deposits prior to closing, consistent with TVU's existing tariff schedule.
3. Customer advances - TVU will transfer to TVWC any customer advance payments, as of the date of closing. Customers retain all rights to such advance payments.
4. Debts and liabilities - TVU will transfer no debts or liabilities to TVWC at the date of closing without the express consent of TVWC.

These supplemental terms will be subject to the approved tariff schedule under which TVU operates.

Sincerely,

Tamiami Village Utility, Inc.
By: Edward Karmazyu
Edward Karmazyu

WATER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of November, 1994, by and between TAMIAMI VILLAGE UTILITY, INC., a Florida corporation, hereinafter referred to as "Owner," and TAMIAMI VILLAGE WATER COMPANY, a Florida corporation, hereinafter referred to as "Service Company."

WHEREAS, Owner owns and operates a water distribution system serving lands located in Lee County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Service Area," and the Service Area has been developed and is continuing to be developed and into a mobile home community, RV Park, and commercial establishments; and

WHEREAS, Owner holds Certificate No. 388-W granted by the Florida Public Service Commission (FPSC), and desires to cease providing water service to the Service Area and has requested Service Company provide such service for the Service Area; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Owner's existing Service Availability Policy, water service to the Service Area and thereafter operate applicable facilities so that the occupants of the improvements on the Service Area will receive an adequate level of water distribution service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Service Company hereby covenant and agree as follows:

1.0 The foregoing recitations are true and correct.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Contribution-in-aid-of-Construction (CIAC)" The sum of money and/or the value of property represented by cost of the water distribution system including water pipes and meters, which Owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide utility service to specified property.

- (b) "Consumer" - A person who receives water service from Owner
- (c) "Point of Delivery" - The point where the pipes of Service Company are connected with the pipes of the Consumer.
- (d) "Service Area" - The area or parcel of land described in Exhibit A, attached.
- (e) "Service" - The readiness and ability of Service Company to furnish and maintain water service to the Point of Delivery, according to applicable rules and regulations of regulatory agencies.

3.0 Water Distribution Facilities - Water distribution facilities shall include all water lines, pumps, valves, meters and other equipment located within the boundaries of the Service Area, and constructed for the purpose of providing service to the dwelling units and commercial establishments in the Service Area, and includes the parts, supplies, furniture, and equipment listed in Exhibit B, attached. Owner shall convey ownership of the water distribution facilities by bill of sale to Service Company with easements necessary for access, repair, and maintenance for Twenty Four Thousand Dollars (\$24,000.00), payable as follows: \$4,800 upon execution of this agreement and the remainder at the closing of this transaction, which shall occur as soon as reasonably possible following approval of this Agreement by the FPSC.

4.0 Agreement to Serve. Upon the satisfaction of the terms of this agreement, including approval by the FPSC, and final closing of the transaction, Service Company shall assume full responsibility for operation and management of the water distribution system within the Service Area. Service Company agrees that once it provides water service to the Service Area and Consumers or others who have connected to the system, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water service to the Service Area in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

4.1 Owner agrees to provide Service Company with a schematic diagram of utility water lines located within the Service Area described in Exhibit A.

5.0 Application for Service. Consumers shall not have the right to and shall not connect to the facilities of Service Company until formal written application has been made to Service Company in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

6.0 Exclusive Right to Provide Service. Owner shall not engage in the business or businesses of providing water service to the Service Area during the period of time Service Company, its successors and assigns, provide water service to the Service Area, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company so long as it is in material compliance with this Agreement shall have the sole and exclusive right and privilege to provide water service to the Service Area and to the occupants of such residence, building or unit constructed thereon. Service Company represents and warrants that it is now or will be duly licensed to provide water service to the Service Area, subject to FPSC approval, and that it will take all necessary steps in order to keep in good standing all permits necessary to carry out this Agreement.

7.0 Rates. Service Company agrees that the rates to be charged to Consumer shall be those set forth in the tariff of Service Company approved by the FPSC. However, notwithstanding any provisions in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Consumers located within the Service Area shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

7.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water service to the Service Area. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law.

7.2 Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon any Consumer of the water service provided to the Service Area by Service Company.

8.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Owner, Consumer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

9.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted to Owner at: Tamiami Village Utility, Inc., P.O. Box 4458, North Fort Myers, FL 33918-4458; and if to the Service Company, at : Tamiami Village Water Company, Atten: John Ustica, 13281 McGregor Blvd., Fort Myers, FL 33919.

10.0 Laws of Florida. This Agreement shall be governed by the laws of Florida, and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

11.0 Costs and Attorney's Fees. In the event Owner or Service Company is required to enforce this Agreement, by instituting suit or otherwise, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees for administrative proceedings, trials and appeals.

12.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party, including but not limited to Act of God; national emergency, rationing or other governmental restriction; windstorm, hurricane, sinkhole or disaster or catastrophe; unforeseeable failure or breakdown of pumping transmission; or restrictions, regulations, or actions of any governmental authority, said party shall not be liable for such non-performance, so long as said party uses its best efforts to perform in the event of said disaster.

13.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses, including attorney's fees, to which the party may become subject by reason of or arising out of the other party's performance of this Agreement.

13.1 Parties further agree that in respect to any present or future lawsuits against Owner, whereby Service Company may incur liability as a result of this sale or be subject to lien or attachment of assets, Owner agrees to indemnify Service Company for all losses incurred, costs, attorney's fees, and costs of bonds, if required.

Miscellaneous Provisions

14.0 This Agreement supercedes all previous agreements or representations, either oral or written, heretofore in effect between Owner and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Owner and Service Company.

15.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

16.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions.

17.0 Service Company shall at all reasonable times and hours, and upon reasonable notice to Owner, have the right to inspect water distribution facilities covered by this Agreement.

18.0 This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company, This agreement shall survive the sale of Service Company to any party.

19.0 The parties recognize that prior to the time Service Company may actually carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities. The Service Company agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

19.1 Service Company, at its sole cost and expense, shall make the necessary filings with the Florida Public Service Commission to implement this Agreement. If this Agreement is not approved by the FPSC without material modification, the Service Company or Owner may cancel this Agreement upon written notice to the other party.

19.2 Owner shall provide to Service Company its original cost of water service capital assets, the accumulated depreciation, and any applicable CIAC.

19.3 Service Company shall provide to whatever company or other entity that is responsible for providing wastewater services to the Service Area water meter readings within a reasonable time after such data is available and on such reasonable terms regarding cost and format.

IN WITNESS WHEREOF, Owner and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

TAMIAMI VILLAGE UTILITY, INC.

Thomas F. French
Print Name Thomas F. French

By Edward Karmazin
Print Name EDWARD KARMAZYN
Title President

Elmer Willett
Print Name ELMER WILLETT

TAMIAMI WATER COMPANY

Elmer Willett
Print Name ELMER WILLETT

By John J. Ustica
Print Name JOHN J. USTICA
Title PRESIDENT

Thomas F. French
Print Name THOMAS F. FRENCH

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8TH day of December, 1994, by EDWARD KARMAZYNI, as President, on behalf of Tamiami Village Utility, Inc. He is personally known to me or has produced _____ as identification.



SANFORD M MARTIN
My Commission CC415621
Expires Oct. 23, 1998
Bonded by HAI
900-422-1555

Sanford M. Martin
Notary Public - Florida

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8TH day of December, 1994, by JOHN J. USTICA, as President of Tamiami Village Water Company. He is personally known to me or has produced _____ as identification.



SANFORD M MARTIN
My Commission CC415621
Expires Oct. 23, 1998
Bonded by HAI
900-422-1555

Sanford M. Martin
Notary Public - Florida

SR

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LEGAL DESCRIPTION

Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEISURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1937.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 89 degrees 33 minutes 50 seconds East for 575.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 26 minutes 10 seconds East for 209.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.

Subject to easements, restrictions and reservations of record.

Bearings based upon Plat of TAMiami VILLAGE, Unit 1, Plat Book 33, page 100, of the Public Records of Lee County, Florida.

. ADDITIONAL LEGAL DESCRIPTIONS FOLLOW.....

SUN BANK/S.W. FLORIDA, N.A.
LITTLETON ROAD BRANCH
IN SOUTHWEST 1/4, SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

Description

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING.

Thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°56'20"W. along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5829.58 feet, Delta Angle 01°05'08"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N.89°53'40"W. along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.

TAMIAMI PLAZA
IN SOUTHWEST 1/4, SECTION 27-43-24
LEE COUNTY, FLORIDA

Description

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of Said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from

continued on next page.....

center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING.

Thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.89°53'40"E. along the Southerly line of an 80.00 feet wide parcel II land as recorded in O.R.B. 1687, page 1106 for 291.50 feet; thence S.05°56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.08 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

EXHIBIT "A", page 3 of 3

WATER PARTS INVENTORYSEPTEMBER 27, 19943/4"

Coupling	19
Female Adapter	10
90°	35
Male Adapter	7
45°	22
90° Female Adapter	11
Plug	48
T's	20
Compression Coupling	7
Ball Cock PVC Valve	6

1/2"

90°	11
Coupling	18
T's	19
45°	6
Male Adapter	18

Reducer 1" to 3/4" Adapter	6
Reducer 1-1/4" to 1"	1
90° 1" x 3/4"	7
3" PVC	10 Ft.
4" PVC	30 Ft.
6" PVC	16 Ft.
10 Ft. Length 3/4	28
2" PVC	20 Ft.
1" Black Flexible Pipe	25 Ft.
1-1/4" Black Flexible Pipe	6 Ft.
1-1/2" Plastic Union	5

WATER PARTS INVENTORY

SEPTEMBER 27, 1994

1"
1" Coupling 4
1" T 4
End Cap 11
90° 5
Plugs 28

1-1/4"
T's 8
Cap 8
Female Adapter 10
Coupling 8
45° 8
Male Adapter 4

1-1/2" PVC SCHEDULE 40
90° 2
Female Adapter 9
45° 6

2" PVC SCHEDULE 40
Compression Fitting 8
90° L 9
90° 2 x 2 Female Adapter 4
45° 14
Female Adapter 7
90° Male Adapter 7
T's 2 x 3/4 2
T's 2 x 1-1/2 4
T's 2 x 2 3
Reducer 2 x 3/4 1
Reducer 2 x 1 1
Coupling 1
End Cap 1

WATER PARTS INVENTORY

SEPTEMBER 27, 1994

3" PVC SCHEDULE 40

90° L	9
Reducer (3" to 2")	7
Female (3" to 2")	2
Male Adapter 3 x 3 x 2	2
Male Adapter	3
45°	2
90°	2
T's	6

4" PVC SCHEDULE 40

90° ELS	9
4" Compression Coupling	3
Coupling	12
Female Adapter	1
Male Adapter	8
Reducer (4" to 2-1/2")	6
Reducer (4" to 2")	5
Caps	1
T's	3
45° ELS	7
60° ELS	3

6" PVC SCHEDULE 40

T's	6
Reducer (6" to 4")	6
Compression Coupling	6
6" Coupling	4
6" Male Adapter	6

WATER PARTS INVENTORY
SEPTEMBER 27, 1994

GRAY FITTING

3" Female Adapter	7
1/2" Female Adapter	12
1" 90°	8
T's 3/4 x 3/4 x 1	14
90° 1" x 3/4"	1
45°	13

BRONZE

4" Valve	1
3" Valve	4
1-1/4" Valve	2
1" Valve	3
Shut Off Valve	10
3/4" Gate Valves	9

MISCELLANEOUS

Plastic Valve 1-1/2" Gate	3
Meter Box	10
Meter Box Cover	9
2" Repair Valve	2
Water Meter 3/4 x 5/8	7
Water Meter 1-1/2"	1
Water Bibs (Faucet)	4

WATER - MISCELLANEOUS INVENTORY

SEPTEMBER 27, 1994

Barricade	4
Flashing Light	3
Square Shovels	2
Point Shovels	3
Pick Ax	1
Tamper	1
8" Expansion Plug	2
6" Expansion Plug	4
4" Compression Sleeve	5
6" Compression Sleeve	1
Cone	3
Pull Cart	1
Electric Generator	1
Briggs & Stratton Pump 3 H.P.	1
Light on Tri-Pode	1
Sump Pump SSM33A1	1
Meter Repair Keys	2
Blade Key	1
Fork Key	1
Square Spud Keys 2" x 2"	2
Steel Probe 4'	1
Meter Turn Off Key 2'	1
Nylon Strap Wrench	1
Chain Wrench 36"	1
Chain Wrench 18"	1
Meter Spreader	1
Basin Wrench	1
Stilson Wrenches 8" - 12" - 24"	3
Box of Water Meter & Pipe Tools	1
Hack Saws	2
Electric Cord 100'	1
Electric Cord 50'	1
Push Brooms	2
Pipe Locator	1

~~Barometer~~

WATER - MISCELLANEOUS - OFFICE

SEPTEMBER 27, 1994

Computer Center	1
Desk	1
Desk with Extension	1
Secretary Chairs	3
Chair	1
File Cabinet - 4 Drawer Locking	1
Telephone - AT&T	1
Typewriter - Cannon MX350	1
Calculator Sharp EL 1197 IV	1

WATER - MISCELLANEOUS

SEPTEMBER 27, 1994

Malex Golf Cart	1
Harley-Davidson Battery Charger	1
Steel Shelf - 4'	1
Work Bench 8'	1
Vise 4'	1

water

I N V E N T O R Y
S E P T E M B E R 2 7 , 1 9 9 4

H A R D W A R E

P.C. = INNOVATIVE TOWER
MAIN PROCESSOR 80386
NUMERIC PROCESSOR NONE
FLOPPY DRIVE A: 1.2. MB, 5"
FLOPPY DRIVE B: 1.44 MB, 3"
ROM-BIOS DATE 05/05/91
BASE MEMORY SIZE 640 KB
EXT. MEMORY SIZE 1,024 KB
HARD DISK C: TYPE 47
HARD DISK D: TYPE NONE
SERIAL PORTS: 3F8, 2F8, 3E8
PARALLEL PORT: 378
INTEL INTERNAL FAX MODEM - MODEM 2400 BPS, FAX 9600 BPS
SEND, 4800 BPS REC

TTX MONOCHROME SCREEN
101 KEYBOARD
PANASONIC KX-1180 MULTI-MODE (9-PIN) PRINTER
AMERICAN POWER CONVERSION, BACK UPS. 200

S O F T W A R E

MS- DOS VERSION 5.0
EASYBILL
DOXFAX
CC PLUS (CARBON COPY)
OWP (ONE WRITE PLUS) ACCOUNTING
INTELFXM

Exhibit 3

Application for the Sale of Water Certificate No. 388-W

To the best knowledge of the buyer there are no outstanding regulatory assessment fees, fines or refunds owed concerning the water utility.

Exhibit 4

Application for the Sale of Water Certificate No. 388-W

The full purchase will be paid in cash.

Exhibit 5

Application for the Sale of Water Certificate No. 388-W

Applicant is relying on no funding. The Company has the funds to purchase the utility for cash.

Exhibit 6

Application for the Sale of Water Certificate No. 388-W

Utility Plant in Service 07/31/91		\$ 202516	
Additions: 08/01/91-12/31/91	\$2103		
01/01/92-12/31/92	7894		
01/01/93-12/31/93	<u>3180</u>	<u>13177</u>	
Utility Plant in Service 12/31/94			\$ 215693
Accumulated Depreciation 07/31/94		\$ (87494)	
Depreciation: 08/01/91-12/31/91	\$5034		
01/01/92-12/31/92	6934		
01/01/93-12/31/93	7137		
01/01/94-12/31/94	<u>7137</u>	<u>(26242)</u>	
Accumulated Depreciation 12/31/94			(113736)
Add equipment listed below originally charged to wastewater net of depreciation:			
Typewriter		\$ 161	
Monitor and Keyboard		173	
Copier Stand		15	
Surge Protector		81	
2 Desks And Chair		176	
Computer		510	
Chair		<u>63</u>	
Total			1179
CIAC			(105363)
Amortization of CIAC 07/31/91		\$ 47417	
Amortization: 08/01/91-12/31/91	\$2108		
01/01/92-12/31/92	4215		
01/01/93-12/31/93	4215		
01/01/94-12/31/94	<u>4215</u>	<u>14753</u>	
Amortization of CIAC 12/31/94			62170
Working Capital Allowance 07/31/94			<u>16574</u>
Rate Base 12/31/94			<u><u>\$ 76517</u></u>

Exhibit 7

Application For Sale of Water Certificate No. 388-W

An acquisition adjustment of \$35943 would be required to balance at 12/31/94 caluculated as follows:

Utility Plant In Service 12/31/94	\$215693
Accumulated Depreciation 12/31/94	(113736)
Equipment orginally charged to wastewater	1179
CIAC 12/31/94	(105363)
Amortization of Ciac 12/31/94	62170
Total	<u>\$ 59943</u>
Purchase Price	<u>24000</u>
Acquisition adjustment	<u><u>\$ 35943</u></u>

Exhibit 8

Application for the Sale of Water Certificate No. 388-W

The buyer has obtained copies of all federal income tax returns of the seller from the date the last rate base was established.

Exhibit 9

Application for the sale of Water Certificate No. 388-W

After reasonable investigation the system appears to be in satisfactory condition and the water system has no violations.

Exhibit 10

Application for the Sale of Water Certificate No. 388-W

Affidavit

John J. Ustica, President of Tamiami Village Water Company, Inc. confirms that proper notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administration code. A copy of such Notice is attached.



John J. Ustica, President
Tamiami Village Water Company, Inc.

LEGAL NOTICE

Notice is hereby given on December 29, 1994, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate No. 388-W from Tamiami Village Utility, Inc. to Tamiami Village Water Company, Inc., providing service to the following described territory in Lee County, Florida.

Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEESURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1937.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 89 degrees 33 minutes 50 seconds East for 575.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 26 minutes 10 seconds East for 209.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.

Subject to easements, restrictions and reservations of record.

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING.

Thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°56'20"W. along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5829.58 feet, Delta Angle 01°05'08"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N.89°53'40"W. along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.

(continued on next page)

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of Said Section for 25.0 feet; thence S.89°53'40"E. along the North right of way (25.0 feet from

center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING.

Thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.89°53'40"E. along the Southerly line of an 80.00 feet wide parcel II land as recorded in O.R.B. 1687, page 1106 for 291.50 feet; thence S.05°56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.08 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is:

Tamiami Village Water Company, Inc.
C/O John J. Ustica
13281 McGregor Blvd.
Fort Myers, Florida 33919

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)

11/28/94-01/26/95

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LEE COUNTY</u>	
Bayshore Utilities, Inc. (WU013) 2259 Climbhouse Road North Ft. Myers, FL 33917-2523	Wayne Carson Wampler (813) 482-4024
Bonita 75 Corporation (SU683) 28090 Quail's Nest Lane Bonita Springs, FL 33923-6999	Plant (813) 947-3366
Bonita Center Treatment Plant, Inc. (SU609) 10397 Southern Blvd. Royal Palm Beach, FL 33411-4338	Bruce Kravitz (407) 790-1414
Bonita Country Club Utilities, Inc. (SU285) 10200 Maddox Lane Bonita Springs, FL 33923-7639	Michael J. Miceli (813) 992-2800
Bonita Springs Utilities (SU707) P. O. Box 2368 Bonita Springs, FL 33959-2368	(Utility) (813) 992-0711
Bonita Springs Water System, Inc. (SU650) 11860 East Terry Street Bonita Springs, FL 33923-5263	T. Harvey Haines
Buccaneer Water Service (Ce Anza Properties-XI, Ltd.) (WU026) 2210 North Tamiami Trail North Ft. Myers, FL 33903-2871	Bob Custer (813) 995-3542
Buccaneer Water Service (MHC-DeAnza Financing Limited Part (WU730) 2 North Riverside Plaza, Suite 1515 Chicago, IL 60606	Darrell Custer (813) 995-3337
Capital Sunbelt/Fund '84, Ltd. (SU424) P. O. Box 5318 Lakeland, FL 33807-5318	Raymond Moats (813) 647-1581
Del Vera Limited Partnership (SU612) 18621 North Tamiami Trail North Ft. Myers, FL 33903-1308	Robert G. Peters (813) 543-6200 ext 528
Eagle Ridge Utilities, Inc (SU398) 14589 Eagle Ridge Dr., S.E Ft. Myers, FL 33912-1804	Frederick Quinn (813) 489-0998

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)
11/28/94-01/26/95

UTILITY NAME

MANAGER

LEE COUNTY (continued)

Environmental Protection Systems of Pine Island, Inc. (SU287) 3039 York Road St. James City, FL 33956-2303	Kevin J. Cherry (813) 263-1144
FFEC-Six, Ltd. (WS070) P. O. Box 4535 North Ft. Myers, FL 33918-4535	Robert D. Brown (813) 731-5565
Florida Cities Water Company - Lee County Division (WS076) P. O. Box 6459 Ft. Myers, FL 33911-6459	Roger Ytterberg (813) 936-0247
Forest Park Property Owner's Association (SU645) 5200 Forest Park Drive North Ft. Myers, FL 33917-5404	James D. Berger (813) 543-1155
Forest Utilities, Inc. (SU293) 6385 Presidential Court, SW, Suite 104 Ft. Myers, FL 33919-3576	David Swor (813) 481-0111
Fountain Lakes Sewer Corporation (SU572) 2510 Minnehaha Avenue Minneapolis, MN 55404	Tore Wistrom (612) 721-4877
Gulf Utility Company (WS096) P. O. Box 350 Estero, FL 33928-0350	Carolyn B. Andrews (813) 267-1000
Gumbo Limbo Enterprises (SU297) 5752 12th Avenue N.W. Naples, FL 33999-1318	John H. Newberry (813) 597-4537
Hacienda Treatment Plant, Inc. (SU431) 3750 Bonita Bay Blvd. Bonita Springs, FL 33923-8623	Robert C. Willey (813) 597-1911
Harbor Utilities Company, Inc. (WS101) P. O. Box 128 Bonita Springs, FL 33959-0128	James J. Ryan (813) 992-3231
Hunter's Ridge Utility Co. of Lee County (SU674) 12500 Hunters Ridge Drive Bonita Springs, FL 33923-3401	Don Huprich (813) 992-6061

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)
11/26/94-01/26/95

UTILITY NAME

MANAGER

LEE COUNTY (continued)

Imperial Bonita Estates (Imperial Bonita Associates d/b/a) (SU665) 3801 Bee Ridge Road, Suite 12 Sarasota, FL 34233-1104	Martin Newby (813) 923-1456
L.C.M. Sewer Authority, Inc. (SU353) X Water Spectrum, Inc. 1391 Timberlane Road, Suite 103 Tallahassee, FL 32312-1719	Hank Landis (904) 893-8040
Landis Enterprises, Inc. (SU723) 1391 Timberlane Road, Suite 103 Tallahassee, FL 32312-1719	Hank Landis (904) 893-8040
Mobile Manor, Inc. (WU167) 150 Lantern Lane North Fort Myers, FL 33917-6515	Henry G. Ness (813) 543-1414
North Fort Myers Utility, Inc. (SU317) P. O. Box 2547 Fort Myers, FL 33902-2547	Jack Schenkman (813) 543-4000 or 1808
North Trail Utilities (DeI Tura) (SU315) 18621 North Tamiami Trail North Ft. Myers, FL 33903-1309	Robert G. Peters (813) 543-6200 ext 528
Pine Island Cove Homeowners Association, Inc. (SU724) 7290 Ladyfish Drive St. James City, FL 33956-2723	Shirley Becker (813) 283-3100
S-W Disposal System, Inc. (SU329) P. O. Box 2288 Bonita Springs, FL 33959-2288	Richard B. Kepley (813) 992-5100
Sanibel Bayou Utility Corporation (SU331) 1681 Kennedy Causeway, #100E North Bay Village, FL 33141-4132	Field Supervisors (813) 597-6059
South Seas Utility Company (SU408) 12800 University Drive, Suite 350 Ft. Myers, FL 33907-5336	Joe K. Blacketer (813) 481-2011

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)
11/28/94-01/26/95

UTILITY NAME

MANAGER

LEE COUNTY (continued)

Southern States Utilities, Inc. (WS565)
1000 Color Place
Apopka, FL 32703-7753

Forrest L. Ludsen
(407) 880-0058

Spring Creek Village Utilities, Ltd. (WS234)
4501 Spring Creek Road, Box 1
Bonita Springs, FL 33923-7133

Dennis M. Waltchack
(813) 992-3800/936-8888

Sun Up South, Inc. (SU601)
2524 North Tamiami Trail
North Ft. Myers, FL 33903-2358

Thomas Collins
(813) 995-5880

Tamiami Village Utility, Inc. (WS597)
P. O. Box 4458
North Ft. Myers, FL 33918-4458

Wayne Wampler
(813) 656-0002

Three "S" Disposal, Inc. (SU587)
% Lee County Utilities Department
2178 McGregor Blvd.
Ft. Myers, FL 33901-3417

David Owen
(813) 335-2235

Useppa Island Utility, Inc. (WS249)
P. O. Box 640
Bokeelia, FL 33922-0640

Vincent Formosa
(813) 283-1061

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)
11/28/94-01/26/95

GOVERNMENTAL AGENCIES

CITY OF CAPE CORAL
P.O. BOX 150027
CAPE CORAL, FL 33915-0027

CITY OF FORT MYERS
2200 SECOND STREET
FORT MYERS, FL 33902

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957-0750

DEP SOUTH DISTRICT
2295 VICTORIA AVE., SUITE 364
FORT MYERS, FL 33901

LEE COUNTY BOARD OF COMMISSIONERS
P.O. BOX 398
FT MYERS, FL 33902

S.W. FLORIDA REGIONAL PLANNING COUNCIL
P.O. BOX 3455
NORTH FT. MYERS, FL 33918-3455

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)

11/28/94-01/26/95

STATE OFFICIALS

State Of Florida Public Counsel
C/O The House Of Representatives
The Capitol
Tallahassee, FL 32399-1300

Division Of Records And Reporting
Florida Public Service Commission
101 E. Gaines Street
Tallahassee, FL 32399-0870

Exhibit 11

Application for the Sale of Water Certificate No. 388-W

Affidavit

John J. Ustica, President of Tamiami Village Water Company, Inc. confirms that notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code to each customer. A copy of such Notice is attached.



John J. Ustica, President
Tamiami Village Water Company, Inc.

LEGAL NOTICE

Notice is hereby given on December 29, 1994, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate No. 388-W from Tamiami Village Utility, Inc. to Tamiami Village Water Company, Inc., providing service to the following described territory in Lee County, Florida.

Tract or Parcel of land in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) and in the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida and in LEASURE VILLAGE, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet; thence North 0 degrees 19 minutes 10 seconds West parallel with the West line of said Section for 1937.92 feet to the Point of Beginning; thence continue North 0 degrees 19 minutes 10 seconds West for 378.77 feet; thence North 89 degrees 33 minutes 50 seconds East for 575.62 feet; thence South 0 degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 26 minutes 10 seconds East for 209.19 feet; thence South 89 degrees 33 minutes 50 seconds West for 576.03 feet to the Point of Beginning.

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Thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°56'20"W. along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5829.58 feet, Delta Angle 01°05'08"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N.89°53'40"W. along said North right of way of Littleton Road for 292.55 feet to the POINT OF BEGINNING. Containing 2.220 acres more or less.

(continued on next page)

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center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING.

Thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.89°53'40"E. along the Southerly line of an 80.00 feet wide parcel of land as recorded in O.R.B. 1687, page 1106 for 291.50 feet; thence S.05°56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.00 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is:

Tamiami Village Water Company, Inc.
C/O John J. Ustlica
13281 McGregor Blvd.
Fort Myers, Florida 33919



FLORIDA
PUBLIC SERVICE COMMISSION

CERTIFICATE
NUMBER

388-W

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

Tamiami Village Utility, Inc.

Whose principal address is

P. O. Box 4777

North Ft. Myers, Florida 33918

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

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

ORDER 21421 DATED 06/20/89 DOCKET 890127-W5

ORDER 22449 DATED 01/23/90 DOCKET 891148-W5

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

[Signature]
Director, Division of Records & Reporting

[Signature]
Executive Director



Tamiami Village Water Company, Inc.
C/O John J. Ustica
13281 McGregor Blvd.
Ft. Myers, Florida
(813) 489-3933

December 29, 1994

Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0870

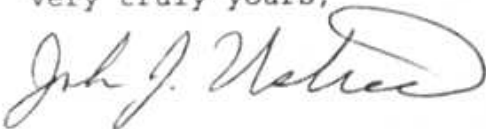
Transfer & Limited Proceeding - Water Certificate No. 388-W
from Tamiami Village Utility, Inc.

Enclosed, please find the following:

1. Application for Transfer - original & twelve copies.
2. Tariff Revisions - original & two copies.
3. Limited Proceeding - original & twelve copies.
4. Two Checks for \$750 each payable to Director of Records & Reporting. One check is the fee for the Transfer the other is the fee for the Limited Proceeding

Should you have any questions or need additional information,
please contact me.

Very truly yours,



John J. Ustica, President
Tamiami Village Water Company, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Tamiami Village)
 Water Company, Inc. for Approval)
 of Increased Rates to recover)
 increased operation and maintenance)
 expenses as a result of pending)
 transfer. (Limited Proceeding))

Docket No. 9500015-111PETITION FOR APPROVAL OF INCREASED RATES

PETITIONER, Tamiami Village Water Company, Inc. (hereinafter "Petitioner" or "Tamiami Water"), pursuant to Chapter 367.0822 (Limited Proceeding), Florida Statutes, hereby files this petition for Approval of Increased Rates, at time of transfer, to recover increased operation and maintenance expenses as a result of the pending transfers of Tamiami Village Utilities, Inc. water and wastewater certificates. This Petition will be limited to Wages and Rent and in support thereof states as follows:

I.

- (a) The name and address of the Petitioner is:

Tamiami Village Water Company, Inc.
 C/O John J. Ustica
 13281 McGregor Blvd.
 Ft. Myers, Florida 33919

- (b) Petitioner's interest:

The Petitioner is the purchaser of Tamiami Village Utility, Inc. water certificate no. 388-W. The Petitioner has made application for transfer pursuant to Section 367.071, Florida Statutes.

- (c) Ultimate facts Alleged:

The Petitioner alleges that operation and maintenance ~~expense will increase since expenses that were previously~~

D098 Jan 4 95

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO SECTION 367.071, FLORIDA STATUTES

TO: Director, Division of Records and Reporting Florida Public Service Commission 101 East Gaines Street Tallahassee, Florida 32399-0850

950015-10R

The undersigned hereby makes application for the sale, assignment or transfer of (all) or ~~(part)~~ of Water Certificate No. 388-W and/or Sewer Certificate No. _____ or facilities in LEE County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Tamiami Village Utility, Inc. (813) 656-0002 Name of seller Phone No.

P.O. Box 4458 Office street address

North Ft. Myers, Fl 33918-4458 City State Zip Code

Mailing address if different from above

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

Tamiami Village Water Company, Inc. (813) 489-3933 Name of buyer Phone No.

C/O John J. Ustica 13281 McGregor Blvd. Office street address

184 Zip Code

Bank check stub from Citizens Bank, Money Market Investment Account, dated 12/29/94, payable to Director of Records - Reporting, \$750.00. Includes handwritten signature of Kathryn J. Ustica and reference to WATER CERT - No 388-W.