



Public Service Commission  
-M-E-M-O-R-A-N-D-U-M-

**DATE:** March 22, 2002  
**TO:** Division of the Commission Clerk and Administrative Services  
**FROM:** Office of the General Counsel (Brubaker) *WLB*  
**RE:** Docket No. 020009-WS - Complaint by Mrs. Georgina Giallanza against Florida Water Services Corporation regarding non-provision of service and placement of utility facilities in Lake County.

Please file the attached documents in the docket file for the above-referenced docket.

- Letter to Jennifer S. Brubaker, Florida Public Service Commission (FPSC), from Bobbie L. Reyes, Esquire, Florida Water Services (FWS), dated October 31, 2001; - *CCA note: Attached map forwarded to ECR/Redemann*
- Letter regarding Complaint 363306W, dated September 25, 2001; - *CCA note: Attached map forwarded to ECR/Redemann.*
- Letter to Georgina Giallanza, from Kirk D. Martin, FWS, dated July 18, 2001;
- Notice of informal meeting, dated July 13, 2001;
- Letter to Jennifer S. Brubaker, FPSC, from Kirk D. Martin, FWS, dated April 27, 2001;
- Facsimile to Jennifer S. Brubaker, FPSC, from Georgina Giallanza.
- Memorandum to Noreen Davis, Division of Legal Services, FPSC, from Bev DeMello, Division of Consumer Affairs, FPSC, dated March 21, 2001.

JSB/dm

cc: Division of Economic Regulation (Redemann)  
Division of Consumer Affairs (Lowery)

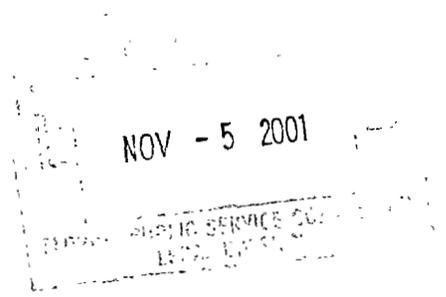
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- CAF \_\_\_\_\_
- CMP \_\_\_\_\_
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- GCL \_\_\_\_\_
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- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

03334 MAR 22 02

FPSC-COMMISSION CLERK



October 31, 2001

Via facsimile, 850-413-6229 and US Mail

Jennifer S. Brubaker, Sr. Attorney  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Undocketed Matter  
Complaint #363306W by Ms. Georgina Giallanza  
Florida Water's Holiday Haven, Lake County Service Area

Dear Ms. Brubaker:

I write to provide Florida Water's position as to the issues raised in a letter complaint to you by Ms. Georgina Giallanza dated September 25, 2001 (copy enclosed). The issues raised in Ms. Giallanza's letter address two areas of concern to which Florida Water responds:

- 1) Why does Florida Water have utility facilities on private property without appropriate right?
- 2) Why was water service not provided to Ms. Giallanza upon her request?

As a matter of background information, Florida Water provides utility service to this area of Lake County (commonly known as its Holiday Haven service area) by and through the authority granted it under FPSC Certificates # 106-W and #120-S. Florida Water purchased the Holiday Haven service area utility system from West Volusia Utilities in 1987. Water distributed to the Holiday Haven customers is purchased in bulk from the Astor-Astor Park Water Association ("AAPWA"), a non-profit corporation that provides utility services to its members in this area of Lake County.

Historically, Florida Water and its predecessors in interest have had a somewhat contentious relationship with the AAPWA. The main point of contention between the parties is the extent of the FPSC certificated Holiday Haven service area. To this day, AAPWA disagrees with the extent of the property encompassed by Florida Water's granted service area franchise. As a result of this dispute, historically the AAPWA has strenuously objected to any attempt (or even appearance of an attempt) by the utility to expand its service area in order to serve customers



Florida Water Services Corporation | P.O. Box 609520 | Orlando, Florida 32860-9520 | Phone 407/598-4100

*Water For Florida's Future*

outside of the certificated area.

This is what gives rise to the issues Ms. Giallanza raises in her letter. Ms. Giallanza's homesite is outside of Florida Water's certificated service area as evidenced by the maps and other documentation previously provided to you. Furthermore, as will be explained in greater detail later in this letter, the AAPWA would not consent to Florida Water providing her utility service.

With regard to specifically addressing the issues raised by Ms. Giallanza, I provide the following information and documents:

1) Why does Florida Water have utility facilities on private property without appropriate right?

Florida Water's Position: Florida Water contends that this issue is not within the jurisdiction of the Commission, and, therefore, no opinion nor ruling should be made.

"The Florida Public Service Commission shall have exclusive jurisdiction over each utility with respect to its authority, service, and rates."  
§ 367.011(2), Fla. Stat. (2001).

"The Public Service Commission has only those powers granted by statute expressly or by necessary implication."  
Deltona Corporation v. Mayo, 342 So.2d 510 (1977).

"[T]he Public Service Commission was created and exists through legislative enactment. Being a statutory creature, its powers and duties are only those conferred expressly or impliedly by statute."  
State Department of Transportation v. Mayo, 354 So.2d 359 (1977).

The intent of the legislature and the Supreme Court with regard to the powers and duties of the Commission is clear and unambiguous. This disputed real property issue does not fall within the delegated authority of the Commission, but rather, jurisdiction of this issue lies exclusively with the civil court system where there exists a recognized vehicle for disputes of this nature. Therefore, there exists no need nor basis for the Commission to investigate or render any decision on this issue.

Notwithstanding the foregoing, Florida Water contends that the issue is moot. As provided in Ms. Giallanza's letter, she was aware of the existence of Florida Water's utility lines lying within the private rights of way encumbering portions of her property boundaries before she acquired her property. Subsequent to this issue being raised, Florida Water provided both Ms. Giallanza

and Commission staff recorded documentation of the appropriate right for the location of these utility facilities within the rights of way.

2) Why was water service not provided to Ms. Giallanza upon her request?

Florida Water's Position: Upon receipt of an application for service, Florida Water made reasonable and timely attempts to provide utility service to the property Ms. Giallanza purchased but these attempts were thwarted by actions of the AAPWA.

- By Application for Service Extension dated September 27, 2000, the contract seller of Ms. Giallanza's property, Bonita Brock for Holiday Haven II, requested service to the property for a single family dwelling project. (Appendix "A")
- By letter dated October 2, 2000, Florida Water advised the contract seller that it was interested in and had capacity available to serve the project. However, because the project homesite was outside of its service area, prior to commencement of service, a territory amendment would have to be granted by the FPSC. (Appendix "B")
- The contract seller concurred with Florida Water's approach and by letter dated October 3, 2000, the contract seller wrote to the FPSC requesting Florida Water be allowed to provide service to the project. The October 3, 2000, letter also advised that AAPWA did not plan to have service available in the area of this project until 2003. (Appendix "C")
- By letter dated October 2, 2000, AAPWA "granted permission" for Florida Water to serve the project, albeit with restrictive conditions. This letter led the interested parties to believe the issue regarding location of the project could easily be resolved through a territory amendment and the project could receive utility service from Florida Water. (Appendix "D")
- The belief that this issue would be easily resolved was ended by letter dated October 3, 2000, through which the AAPWA rescinded its "permission" for Florida Water to serve the project. (Appendix "E")
- The AAPWA subsequently took further action and advised that it would provide service to the project within ninety days (as provided in Ms. Giallanza's letter).

Recognizing that disputing this decision by the AAPWA and attempting to continue with a territory amendment for the benefit of one customer would be costly and time consuming, Florida Water acquiesced to the provision of service to this project by AAPWA and did not pursue the territory amendment. Although Florida Water is in the business of providing utility service to customers, both existing and potential, it is also mindful of the need to incur only reasonable and prudent expenses in providing this service. It was Florida Water's opinion that the time required by its staff and the cost that would be involved in protracted legal and business

Jennifer S. Brubaker, Sr. Attorney.  
October 31, 2001  
Page 4

negotiations over service to this project would be neither reasonable nor prudent, and as it was apparently resolved, Florida Water ended its involvement in the matter.

I hope this explanation will assist the Commission in reaching an expeditious resolution of the issues raised by Ms. Giallanza. If I can be of further assistance, please do not hesitate to contact me at 407/598-4234.

Sincerely,

A handwritten signature in black ink, reading "Bobbie L. Reyes". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Bobbie L. Reyes  
Senior Attorney

Enclosures



July 18, 2001

Ms. Georgina Giallanza  
22539 South Shore Drive  
Land of Lakes, Florida 34639

JUL 23 2001

Re: FPSC Undocketed matter  
Complaint by Ms. Georgina Giallanza

Dear Ms. Giallanza:

As provided during today's telephone conference regarding the above-referenced matter, enclosed please find a copy of the Florida Water Services Holiday Haven Water Distribution Service Area Map, dated December 2000. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk D. Martin", with a long horizontal line extending to the right.

Kirk D. Martin  
Legal Administrator

enclosure

c(w/encl): Jennifer Brubaker, Esq., FPSC, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399

AN ALLETE COMPANY

Florida Water Services Corporation / P.O. Box 609520 / Orlando, Florida 32860-9520 / Phone 407/598-4100

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FLORIDA WATER SERVICES CORPORATION

APPENDIX A

APPLICATION FOR SERVICE EXTENSION

PAGE 1 OF 1

Rule 25.30.525(4) says, Florida Administrative Code, governs the application process whereby water and wastewater service is extended to areas within a utility's certificated territory not served at the time by water or wastewater transmission lines and facilities. All applications for extending service must be made in writing on forms provided by the utility. Unless service is to be extended to a single residence or single commercial facility the applicant and utility must together enter into a Developer Agreement prior to commencing with the service extension. This application is used to prepare such agreement and signing the application, the signatory warrants that the information provided herein is true to the best of his or her knowledge and belief and that the signatory is authorized to bind that person or entity making application. This application creates no vested rights in the applicant and shall not be construed as a guarantee of water or wastewater service to same.

1. Name and address of person or entity making application for service:

HOLIDAY HAVEN II

2. Applicant is a(n).  Individual  Corporation  Partnership  Limited Partnership

Trust  Political Entity Other: \_\_\_\_\_

3. Service requested:  Water  Wastewater Other: \_\_\_\_\_

if available

4. Project name, phases, and estimated date(s) service is required:

3 Oaks 1 BLDG SITE / LOT complete as is

5. Engineer's estimate of average daily flows on an annual basis.

Water: \_\_\_\_\_ Wastewater: \_\_\_\_\_

Other: \_\_\_\_\_

6. Intended land use of the development including densities and types of use:

SINGLE FAMILY DWELLING

7. Present and proposed zoning classification of property:

RESIDENTIAL

8. Nature of applicant's title to or interest in property.

OWNER OF RECORD

9. Other persons or entities sharing title to or having interest in property:

NONE

10. Legal description of property:

WEST 50 FEET OF BLOCK 118, TOWN OF ASTOR, PLAT BK2 PAGE 12

WEST 43.57 feet of tract C and the E 43.57 feet of the W 681.62 feet of tract D, Holiday Haven Campsites PL 17

\*

11. Applicant elects to  design  and construct all on-site and off-site transmission lines and facilities. 10/5/00

requests water meter to be installed

Signed: Suzie Brock Date: 9-27-00

Name: secretary-treasurer Telephone: (703)

Title: HOLIDAY HAVEN II

\*ALSO

BONITA BROCK

Begin at the Southeast corner of Tract "C" of HOLIDAY HAVEN CAMPSITES, according to the Plat thereof as recorded in Plat Book 17, pages 64 and 65, inclusive of the Public Records of Lake County, Florida; run thence South 89° 34' 25" East 50.0 feet to the West line of Holiday Haven Campsites. Unit No. 3 according to the Plat thereof as recorded in Plat Book 21, pages 57 and 58 inclusive, of the Public Records of Lake County, Florida; run thence North 0° 28' 10" East along said West line of Holiday Haven Campsites Unit No. 3 a distance of 958.99 feet more or less to the North line of Tract "D" of the aforementioned Holiday Haven Campsites and a point hereby designated as Point "A", return to the Point of Beginning and run North 89° 34' 25" West along the South line of said Tract "C" (also being the North line of Powell's Subdivision, as recorded in Plat Book 15, page 64 of the Public Records of Lake County, Florida) a distance of 615.90 feet to a point that is 43.57 feet East of the West line of Tract "C"; run thence North 0° 27' 28" East parallel with said West line of Tract "C" a distance of 954.03 feet to the North line of said tract "D"; thence East along the North line of Tract "D" 666.12 feet more or less to intersect the aforementioned Point "A". The South 50.0 feet of the above described property subject to an easement for ingress and egress.



October 02, 2000

Ms. Bonita Brock  
REMAX Affiliates  
6084 Franconia Road, Suite A  
Alexandria, VA, 22310

Re: Water and Sewer service for Hoilday Haven II, 1 single family house,  
near the Florida Water Services Holiday Haven system, Lake County

Dear Ms. Brock:

This letter is in response to your request for service. After review of the information you have provided to Florida Water Services, it has been determined that your project lies **outside** of our existing territory. Therefore, if you would like Florida Water Service to provide service to your project, a territory amendment must be filed with the Florida Public Service Commission (FPSC).

Florida Water Services is interested in providing service to your project. However, we require your assistance in this matter. Attached is an example letter that Florida Water Services would recommend you submit as part of the territory amendment process.

After review of you project needs, we have determined that water and wastewater capacity is available for your single family home at this time. An estimate of the fees due for water and sewer service for one single family house is attached. Please remit the amount listed as **Total Capacity Fees** to reserve your capacity and initiate the territory amendment. The amount listed as **Total AFPI Fees** will be due at the time of connection along with meter, tap administration and account deposits. Once construction is complete and you are ready for you connection, please call 1-877-397-8283 and select Option #1.

If you are interested in pursuing or have any questions concerning territory amendment, please feel free to call me at (407) 598-4160.

Sincerely,

**Florida Water Services**

A handwritten signature in black ink that reads "Sue A. Henesy". The signature is written in a cursive style with a large, looped "S" at the beginning.

Sue A. Henesy  
Development Engineer  
Developer Relations

Attachments

<Date>

Development Engineer  
Florida Water Services  
P.O. Box 609520  
Orlando, FL 32860

Re: Water and/or Wastewater Service

To Whom It May Concern::

My name is <your name> and I am the <owner/principal partner/etc.> of <your company name>. I have <an approved planned unit development/planned development> containing <number of units> <single family/apartment units/mobile home> to the <north/south/east/west> of your current service area and would like you to extend your service territory boundaries to include my project and provide water and wastewater service for my development.

Please feel free to contact me at <telephone number> with any questions.

Sincerely,

<Name>

<Title>

<Company Name>

FLORIDA WATER SERVICES

Attachment I

Project Number: 1796	Plant Number: 00573
Project Name: Hoilday Haven II	
Estimate Date: 10/01/2000	

Capacity Fees

(Due prior to project approval)

AFPI Fees

(Due upon connection. Please see Attachment II for appropriate month's unit charge)

W a t e r

Capacity	700.00
Main Extension	446.00

W a t e r

AFPI Treatment	0.00
AFPI Distribution	21.00

W a s t e w a t e r

Capacity	1,300.00
Main Extension	480.00

W a s t e w a t e r

AFPI Treatment	1,300.00
AFPI Collection	62.00

Eng/Inspection	0.00
Legal/Adm	0.00
Recording Fees	0.00

**Total Capacity Fees** 2,926.00

**Total AFPI Fees** 1,383.00

FLORIDA WATER SERVICES  
Attachment II

Project Number: 1796	Plant Number: 00573
Project Name: Hoilday Haven II	

	<u>AFPI Water ERC's</u>	<u>AFPI WasteWater ERC's</u>
RES	1.0000	1.0000

Effective Date	W a t e r		W a s t e w a t e r	
	Treatment Plant	Transmission/ Distribution	Treatment and Disposal	Collection System
10/01/2000	0.00	21.00	1300.00	62.00
11/01/2000	0.00	21.00	1300.00	64.00
12/01/2000	0.00	22.00	1300.00	65.00
01/01/2001	0.00	22.00	1300.00	67.00
02/01/2001	0.00	23.00	1300.00	68.00
03/01/2001	0.00	23.00	1300.00	70.00
04/01/2001	0.00	24.00	1300.00	72.00
05/01/2001	0.00	24.00	1300.00	73.00
06/01/2001	0.00	25.00	1300.00	75.00
07/01/2001	0.00	26.00	1300.00	77.00
08/01/2001	0.00	26.00	1300.00	78.00
09/01/2001	0.00	27.00	1300.00	80.00



October 2, 2000

Astor-Astor Park Water Association, Inc. hereby grants permission for Florida Water Services to supply water to parcel #3 identified in the attached Corporate Deed, until such time as Astor-Astor Park Water Association, Inc. will be able to supply service to the referenced property at a future date with the understanding that no charges will be assessed to Astor-Astor Park Water Association, Inc. by Florida Water Services.

*Robert Harper's*

Robert Harper, President/Astor-Astor Park Water Assn., Inc.

Florida Water Services

*Christa Brock, President*  
Holiday Haven II

*Christa Brock*  
secretary-treasurer

APPENDIX EPAGE 1 OF 1

October 3, 2000

Ms. Sue Hennesey  
Florida Water Services  
1000 Color Place  
Apopka, Florida 32703

Re: Agreement Letter Dated October 2, 2000 Between  
Astor-Astor Park Water Association and Florida  
Water Services

Dear Ms. Hennesey:

It is our understanding from Clara Dosier that Florida Water Services has not signed the referenced agreement. The Astor-Astor Park Water Association wishes to rescind their approval until this matter can be discussed at the Board meeting scheduled October 10, 2000.

Sincerely,

Robert Harper  
President

September 25, 2001

Jennifer S. Brubaker , Senior Attorney  
Division of Legal Services  
Public Service Commission  
State of Florida  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

OCT - 4 2001

STATE OF FLORIDA  
DIVISION OF LEGAL SERVICES

RE: Complaint 363306W

Dear Ms. Brubaker:

I would like to thank you for all the time that you have spent with my complaint. I look forward to meeting you when this issue comes before the Board.

My issue is that Florida Water Service refused me service stating that I was out of their territory. The fact is that I am in their territory and they refused me service.

1. FWS has water lines on my property that could have been used to connect my service in a more timely and cost effective manner than I had to endure.
2. FWS is servicing the Barnett family via the water meter that is on Spillers road which is my property. I would have connected to that meter.
3. The most reasonable connection would have been at Trespass and Lisa which is a shorter distance to my home. FWS has pipes there also.
4. According to the maps that FWS sent me it clearly shows that I am in their area. It even shows water lines on property that was given an easement to Astor Water along with other property at my closing in order for them to provide me service.

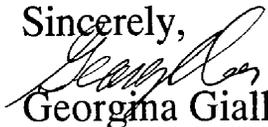
It took me 5 months to get water service . I had my home waiting and was unable to use it because of no water.

I feel that as a citizen I have been treated unfairly by FWS because of all the problems they caused me. Since they have used my land for their pipes to sell water to their other customers why would they not just let me connect? This would have then avoided all issues. I am located in their service area yet they would not service me. I am not a customer because FWS would not allow me to be one not because of territory issue because it clearly shows I am in their territory.

My request is that FWS disconnect the pipes that are on my property at the property line and connect to the lines on their own property and/or easements. I am now receiving water from Astor water and I just wish that FWS would cease its use of my land to sell water. I

Once again, thank you. If you are in need of any further information, please advise.

Sincerely,

  
Georgina Giallanza

attachments 4 pages of notes 8/1000 thru 9/14/01 note from 9/26/01

8/10/00 Signed contract for purchase of property.

Same week called regarding water spoke to Astor Park Water and they told me to call FWS. Called FWS and was told that they would look into it.

8/11/00 Received fax from FWS stating that I was out of their service territory. and would have to have a territory amendment in order to provide service.

Sellers agreement to add parcel along side of perk pond (attached)

8/15/00 Contacted Miller Realty to advise of problem and Gary Miller wrote letter to Astor Park Water requesting service. He was told that they had a board meeting to discuss this issue.

Ms. Brock had many conversations with Astor Water and with FWS. She stated to me that FWS was trying to give us service but were having problems with service territory and capacity. She will send information to FWS and said that she "Knows people" and would contact them.

8/not sure of date/00 I spoke to Bill of Clay Electric who sent me the Electric easement for the development that had been planned for this land. He also sent me the development plans which show Three Oaks Subdivision which had 36 plots Plat Book 25 Page 64. 2/5/85.

Hodges deed and Giallanza :arcel hand drawn attached .

8/23/00 Application for Membership & Electric Service property # 401659.

9/3/00 FWS stated no letter written to them regarding extension of area.

9/15/00 Purchased trailer for property. Also received fax from Lu Ann regarding FWS area and Astor Park area of service.

FWS sent copy of Wastewater Tariff

9/18/00 Sent PSC Samantha Cibula PSC maps showing my property and FWS maps showing their service area.

9/25/00 Darren Levi meeting with Chandler of Astor Park Water. Stated "We do not ask permission....we ask forgiveness".

9/26/00 I contacted Samantha Cibula PSC via fax regarding the problems we were having and asked why the PSC allowed the FWS to increase their service area after they had done so . Also pointed out the fact that Levi was aware of the bylaws of Astor Park to not sell additional bulk water but went ahead and did it.

9/26/00 Ruth FWS records department faxed request regarding service territory also spoke to Mr. Reddison @ records. Sandra 407 598 said FWS would apply for permits after receiving info from Ms. Brock..

9/27/00 Telecome Samantha Cibula..Chris Russell monitors water and wastewater and she said she has to see if FWS can provide service after she reviews current customers who are on septic and receiving water from FWS as they were almost to capacity on their wastewater and would have to give wastewater service to existing water customers. I told her that I would want to have additional housing for my children and/or future development.

9/28/00 Fax sent Samantha Cibula PSC regarding telecom requesting service to 4 households at least my one. I stated Ms. Hennessey said no problem with service and she would be sending a letter. I was told that FWS was on a first come first serve basis.

FWS Mike Dunn and Richard Rediman sent me FWS service area map. When I lined this up it was clear that the FWS lines were on my property.

FWS is servicing Barnett family which the water meter is located on my property and yet they will not let me connect....this makes no sense I told them that I would stop them from using my road to read their meter and that they were trespassing on my property.

10/2/00 Agreement made this date between Astor-Astor Park Water Association and Holiday Haven II (my property) granting easement to Astor Water along Alsobrook Lane, Trespass Road and North extension of Seventh Street running along the East side of FWS Perc Pond.

10/3/00 Bonita Brock wrote letter stating that they have obtained approval in writing from FWS for water and sewer to the property. She also stated that she had a letter from Astor Park Water that they would like to provide service but are unable to at this time.

I KNOW THAT THESE STATEMENT ARE OPPOSITE BUT THIS WAS A CRAZY TIME. I HAVE COPIES OF AGREEMENT AND LETTER FROM MS. BROCK 10/2 AND 10/3/00.

10/4/00 Received copy of letter sent to Sue Hennesy FWS regarding agreement letter 10/2/00 stating that Clara Dosier did not sign the referenced agreement. Astor Park then rescinded their approval until this matter can be discussed at the Board meeting scheduled 10/10/00.

During the meeting 10/10/00 Bonita Brock gave easements and land to Astor Park Water to enable them to supply water to my property.

10/13/00 Letter from Astor Park Water Association that they will furnish water to my property per board meeting 10/10/00 within 90 days.

Given service Easement given to Astor Park Alt Key 1315417 attached.

On the basis of this we purchased property. I then went back to Astor water and paid my deposit and connection fees.

11/9/00 Permit #2000110336 issued to begin our installation of trailer. Notice of Commencement 11/13/00 filed.

12/10/00 My husband ran 1200 of water line up to where the water meter was to be set. We would also have to pay extra to have the meter brought closer to our first road.

1/11/01 DEP cleared system for service. attached WD35-0080460-002 permits with the DEP.

2/12/01 Spoke to Sue Hennesy asking why FWS flags show their pipes are on my property and that Astor Water was having installation problems because no one from your company would come out to assist. Hennesy said that "They are not water flags" and "Trespass is rite of way". I told her Trespass was private road as well as Spillers . Hennesy then said she would send this to legal.

2/20/01 No word from FWS made formal complaint PSC 363306W.

3/1/01 paid for extension main and moving meter. Water service began from Astor Park Association.

3/13/01 Kate Smith PSC will check file FWS has until 5PM to respond.

3/14/01 Their response I am not their customer....

I THINK THAT YOU HAVE FROM 3/20/01 THRU 7/9/01

9/26/01 Astor Park.6 inch PVC. I was told by Aster water that the cost was \$8000 to run the water to my property. 1065 linear feet of 6 inch PVC with concomitant elbows, tees, valves,etc.

State of Florida



Public Service Commission  
-M-E-M-O-R-A-N-D-U-M-

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**DATE:** July 13, 2001  
**TO:** To All Parties of Record and Interested Persons  
**FROM:** Jennifer S. Brubaker, Senior Attorney, Division of Legal Services *JSB*  
**RE:** Undocketed matter - Complaint by Ms. Georgina Giallanza

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Please note that an informal meeting between Commission Staff and Florida Water Services Corporation has been scheduled at the following time and place:

2:30 p.m., Wednesday, July 18, 2001  
Room 390, Gerald L. Gunter Building  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida

The purpose of the meeting is to discuss information and documentation filed in conjunction with the complaint in this matter. Attendance is not required. However, all interested persons are encouraged to attend. Parties and interested persons may participate in this meeting by dialing (850) 487-8620 or Suncom 277-8620.

If you have any questions about the meeting, please call Jennifer Brubaker, at (850) 413-6228.

JSB/lw

cc: Division of Regulatory Oversight (Redemann)  
Division of Consumer Affairs (DeMello)



April 27, 2001

Via facsimile 850-413-6229 and Overnight Delivery

Jennifer S. Brubaker, Esq.  
Florida Public Service Commission  
2540 Shumard Oak Center  
Tallahassee, Florida 32399

Dear Ms. Brubaker:

As we discussed, I write to provide demonstration of right for the location of Florida Water Services' utility facilities in a portion of its Holiday Haven Service Area. The facilities that are the subject of this letter are located within portions of private rights-of way and/or easements that I understand are commonly known as Trespass Trail and Spillers Drive. Specifically in question are the portions of these easements that encumber certain portions of property deeded to Joseph H. Giallanza and Georgina T. Giallanza. These certain portions of property are noted as easements for ingress and egress (the "Giallanza Easements") in the legal description of the deed for the Giallanzas' parcel (the "Giallanza Parcel"). At the time of execution and recording of the Agreement described herein, the Giallanza Parcel and the Giallanza Easements were owned by Holiday Haven Campsites, Inc.

In support of this demonstration, enclosed please find the following documents:

- Corporate Warranty Deed by Holiday Haven II, Inc., "Grantor", to Joseph H. Giallanza and Georgina T. Giallanza, "Grantee", as recorded in OR Book 1870, Page 2280 of the Public Records of Lake County, Florida ("Giallanza Parcel").
- Corrective Warranty Deed [to correct the deed recorded July 5, 1974 in OR Book Pages 390 and 391 of the Public Records of Lake County, Florida] between Holiday Haven Campsites, Inc., "Grantor", and Julian Hodges and Helen R. Hodges as recorded in OR Book 762, Page 396 of the Public Records of Lake County, Florida ("Hodges Deed").
- Agreement by and between Holiday Haven Campsites, Inc., and J. H. Powell, jointly and severally "Developer", and McMahan Construction Company, Inc., "Service Company", recorded in OR Book 551, Page 580 of the Public Records of Lake County, Florida ("Agreement").

AN ALLETE COMPANY

Florida Water Services Corporation | P.O. Box 609520 | Orlando, Florida 32860-9520 | Phone 407/598-4100

*Water For Florida's Future*

- Amendment to Agreement [recorded in OR Book 551, Page 580] by and between Holiday Haven Campsites, Inc, J. H. Powell, and McMahan Construction Company, Inc., recorded in OR Book 592, Page 823 of the Public Records of Lake County, Florida ("Amendment").
- Plat of Powell's Subdivision as recorded in Plat Book 25, Page 64 of the Public Records of Lake County, Florida ("Powell's Plat") [not provided by facsimile].
- Plat of "Holiday Haven Campsites" as recorded in Plat Book 17, Page 64 and 65 of the Public Records of Lake County, Florida ("Holiday Haven Plat") [not provided by facsimile].
- Plat of "Holiday Haven Campsites Unit No. 3," as recorded in Plat Book 21, Page 57 and 58 of the Public Records of Lake County, Florida ("Holiday Haven 3 Plat") [not provided by facsimile].
- Plat of Map of Astor as recorded in Plat Book 2, Page 12 of the Public Records of Lake County, Florida [not provided by facsimile].
- Hand-drawn sketch of legal description of Giallanza Parcel on Plat Book 17, Page 65.
- Hand-drawn sketch of legal description of Hodges Deed on Plat Book 17, Page 65.

As provided in the Agreement, the Developer (Holiday Haven Campsites, Inc. and/or J. H. Powell) desired that the Service Company (predecessor to Florida Water) provide water and/or sewer services to Developer owned lands. These lands being: (1) the Holiday Haven 3 Plat lots (Exhibit "A" "Property" as subsequently described in the Amendment); and (2) "any property to which water or sewage service is actually rendered" ("Customers"). In order to effectuate this rendering of service, the Developer granted the Service Company, its successors and assigns, broad easement rights within its present and future streets, easements, etc. (whether they were provided within a platted area or provided by independent grants) to construct, own, maintain and operate all the facilities required to serve the Customers. As further demonstrated below, the easement rights granted to the Service Company included the right for utility facilities within the independently granted Giallanza Easements.

To further demonstrate, I provide a copy of the Hodges Deed (best available). This grant of property by the Developer is subject to: (1) an easement for ingress and egress; and (2) receiving utility services pursuant to the terms of the Agreement. As shown on the enclosed hand-drawn sketches, the Giallanza Easements are also within the underlying shared Hodges Deed easement for ingress and egress. This is the location of the subject Florida Water utility facilities. Additionally, Florida Water presently "renders service" to the owners of Hodges Deed described Tract 3 (a Customer as described in the agreement) and utilizes the easement rights granted by the Agreement for providing such service. As such, the easements provided in this Hodges Deed (and subsequently, the shared portions of the Giallanza Easements) are subject to the rights granted to the Service Company for construction, ownership, maintenance, and installation of the utility facilities.

Jennifer S. Brubaker, Esq.  
April 27, 2001  
Page 3

I ask that after reviewing the enclosed you contact me with additional questions or comments you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk D. Martin", with a long horizontal line extending to the right.

Kirk D. Martin  
Legal Administrator

enclosure

c: Ms. Georgina Giallanza, 22539 South Shore Drive, Land of Lakes, Florida 34639

This instrument prepared by:

Name: Susan Carey an employee of  
1st Land Title Services, Inc.  
Address: 226 West Alfred Street  
Tavares, FL 32778

Return to: 1st Land Title Services, Inc.  
FILE NO. 1859  
Address: 226 West Alfred Street  
Tavares, FL 32778

Property Appraisers Parcel Identification Number(s):  
301528300-00C-00000\00001

Grantee(s) S.S #'s:

Doc# 2000086689  
Book: 1870  
Pages: 2280 - 2281  
Filed & Recorded  
10/17/2000 09:52:15 AM  
JAMES C. WATKINS  
CLERK OF CIRCUIT COURT  
LAKE COUNTY  
RECORDING \$ 9.00  
TRUST FUND \$ 1.50  
DEED DOC STAMP \$ 1,225.00

Book 1870 Page 2280

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS CORPORATE WARRANTY DEED** made and executed the 13th day of October, 2000 by *Holiday Haven II, Inc.* a Florida Corporation, and having its principal place of business at 7039 Ashleigh Manor Court, Alexandria, VA 22315 hereinafter called the grantor, to *Joseph H. Giallanza and Georgina T. Giallanza* whose street address is 22539 Southshore Drive, Land of Lakes, FL 34639 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the said grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Lake County, State of Florida, is:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "C" OF HOLIDAY HAVEN CAMPSITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 64 AND 65, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 89° 34' 25" EAST 50.0 FEET TO THE WEST LINE OF HOLIDAY HAVEN CAMPSITES, UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 57 AND 58, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH 0° 28' 10" EAST ALONG SAID WEST LINE OF HOLIDAY HAVEN CAMPSITES UNIT NO. 3, A DISTANCE OF 958.99 FEET MORE OR LESS TO THE NORTH LINE OF TRACT "D" OF THE AFOREMENTIONED HOLIDAY HAVEN CAMPSITES AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN NORTH 89° 34' 25" WEST ALONG THE SOUTH LINE OF SAID TRACT "C" (ALSO BEING THE NORTH LINE OF POWELL'S SUBDIVISION, AS RECORDED IN PLAT BOOK 25, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) A DISTANCE OF 615.90 FEET TO A POINT THAT IS 43.57 FEET EAST OF THE WEST LINE OF TRACT "C", RUN THENCE NORTH 0° 27' 28" EAST PARALLEL WITH SAID WEST LINE OF TRACT "C" A DISTANCE OF 954.08 FEET TO THE NORTH LINE OF SAID TRACT "D"; THENCE EAST ALONG THE NORTH LINE OF TRACT "D" 666.12 FEET MORE OR LESS TO INTERSECT THE AFOREMENTIONED POINT "A".

**THE SOUTH 50 FEET OF THE ABOVE DESCRIBED PROPERTY SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS**

**AND**

**THE WEST 43.57 FEET OF TRACT "C" AND THE EAST 43.57 FEET OF THE WEST 681.62 FEET OF TRACT "D", HOLIDAY HAVEN CAMPSITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 64 AND 65, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.**

**THE SOUTH 50 FEET SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, AND THE WEST 50 FEET OF THE TWO ABOVE COMBINED LEGAL DESCRIPTIONS ARE SUBJECT TO A 50 FOOT EASEMENT FOR INGRESS AND EGRESS.**

**AND ALSO: THE WEST 50 FEET OF BLOCK 118, TOWN OF ASTOR TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 424 FEET OF SUBJECT PROPERTY.**

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2000. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Susan L Carey

Witness Signature

Susan L Carey

Printed Name

Tressa Ponder

Witness Signature

Tressa Ponder

Printed Name

Holiday Haven II, Inc. a Florida Corporation

BY Graig G Brock

President

Graig G Brock

ATTEST:

Jenita Brock

Secretary/Treasurer

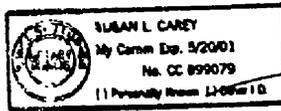
Jenita Brock

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13th day of October, 2000 by Graig G Brock President of Holiday Haven II, Inc. a Florida Corporation on behalf of the corporation. He/She is personally known to me or who produced Davershausen as identification and who did/did not take an oath.

Susan L Carey  
Notary Public  
My Commission Expires:

[Seal]



Rec 12/20

Pl 1 Box 20  
Aster, Fl.

A G R E E M E N T

This Agreement, made and entered into this 14<sup>th</sup> day of July, 1973, by and between HOLIDAY HAVEN CAMP SITES, INC., a Florida corporation, and J. H. POWELL, with the previously named corporation and natural person hereinafter jointly and severally referred to as Developer, and McMAHAN CONSTRUCTION COMPANY, INC., a Florida corporation, whose address is 116 North Florida Avenue, DeLand, Florida, its successors and assigns, hereinafter referred to as Service Company.

WHEREAS, Developer owns land located in Lake County, Florida, described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred as "Property", and Developer has or is about to develop the property by sub-dividing said Property into a Mobile Home Park and erecting improvements and buildings thereon; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain federal, state and local governmental agencies, it is necessary that adequate water and sewage facilities and services be provided to serve the Property and to serve the occupants of each Mobile Home located on, or building or unit constructed on the property; and

WHEREAS, Developer is not desirous of providing water and sewage facilities to serve the property, but is desirous of promoting the construction of central water and sewage facilities by Service Company so occupants of each Mobile Home, building or unit constructed thereon will receive adequate water and sewage service; and

WHEREAS, Service Company is willing to provide, in accordance with the provisions and stipulations hereinafter set out, central water and sewage facilities, and to extend such facilities by way of water distribution mains and sewage collections mains, and to thereafter operate such facilities so that the occupants of each Mobile Home located on said lots, or building or unit constructed on said property will receive an adequate water supply and sewage disposal service from Service Company;

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

ONE: Developer hereby grants and gives to Service Company, its successors and assigns, the exclusive right to construct, own, maintain, and operate the water facility and the sewage facility to serve the property and the exclusive right to construct, own, maintain, and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said record plats.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and sewage industry with respect to the installation of all its water and sewage facilities in any of the easement areas; and that Developer or Developer's successor

MATTINGLY, KENNEDY,  
FOOLE & WATTS, P.A.  
ATTORNEYS AT LAW  
109 WEST RICH AVENUE  
DeLAND, FLORIDA  
32720

CLERK OF DISTRICT COURT  
JUN 3 3 43 PM '74

or assigns in granting easements herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to the property any utility service other than water service or sewage service.

Developer, as a further consideration of this agreement, and in order to effectuate the foregoing grants to Service Company, hereby places the following covenant, as a covenant running with the land, upon the property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Service Company, as follows:

*FL Water bought*

"McMahan Construction Company, Inc., or its successors, or assigns, has the sole and exclusive right to provide all potable water and sewage facilities and service to the property described in Exhibit "A" and to any property to which water or sewage service is actually rendered by Service Company. All occupants of any Mobile Home, building, unit or improvement erected or placed on the property, and all subsequent or future owners or purchasers of the property, or any portion thereof, shall receive their water and sewage service from the aforesaid corporation, or its successors, and shall pay for the same in accordance with the terms, conditions, tenor and intent of this agreement, for so long as the aforesaid corporation or its successors, provide such services or either of them, to the property; and, all occupants of any Mobile Home, building, unit, or improvement erected or placed on the property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree by occupying any premises on the property or by recording any deed or conveyance with respect to the property that they will not construct, dig, build or otherwise make available or use water service or sewage service from any source other than that provided by McMahan Construction Company, Inc., its successors or assigns. However, there is excluded from this restriction, any water wells or water source used solely and exclusively for the purpose of supplying water for air conditioning, swim pools or irrigation on the property."

Further, in order to give an additional and supplementary notice to all the future owners of any of the property of the rights of Service Company to provide the property with water and sewage facilities and services the Developer hereby covenants and agrees to have the above restrictive covenant included in the general sub-division restrictions and to place the same of record in the public records of the jurisdiction in which the property is located.

Further, the Developer covenants and agrees to provide the Service Company, at no cost to the Service Company, the real property described in Exhibit "B" which is attached hereto and by reference made a part hereof, the same as if such legal description were transcribed within this paragraph, in fee simple absolute, so that said Service Company may install its water and sewage treatment plants, wells and facilities. These treatment plant sites shall be conveyed by the owners of the sites to the Service Company by Warranty Deed free from all encumbrances. The Developer hereby specifically agrees that the Service Company has the right to install and use water wells in any public or private easement area granted or available to it under this agreement.

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32720

TWO: Upon the continued accomplishment of all the prerequisites contained in this agreement to be performed by the Developer or by Service Company, the Service Company covenants and agrees that it will provide central water facilities and sewage facilities in accordance with the terms and intent of this agreement, so that the property will receive adequate water and sewage service. Service Company agrees that once it provides water and sewage services to the property line, and Developer or others have connected consumer installations to its systems, that thereafter Service Company will continuously provide, at its cost and expense, in accordance with the other provisions of this agreement, including rules and regulations and rate schedules, water service and sewage service to the property in a manner to conform with all reasonable requirements of the State Board of Health and other governmental agencies having jurisdiction over the water supply and sewage disposal operations of Service Company.

THREE: (1) Developer has caused official plats subdividing the property into lots in substantial accordance with the master plan and plat as described or set out in Exhibit "A" to be ready for recording among the Public Records of Volusia County, Florida, and such plats will be recorded as provided for in paragraph "SIX", page 5 herein.

(2) Developer will execute and deliver to Service Company Warranty Deeds conveying all the necessary plant sites as described in Exhibit "B", and provide, execute, and deliver to Service Company conveyances of all the necessary public easements or private property easements required for the installation of service and facilities by Service Company; and

(3) Developer has furnished Service Company bench marks and corner surveys for each lot, has established lines and grades of all easements and rights of way, has brought the easements and right of way to an approximate finish grade, has removed from the easements and rights of way all obstructions; and has supplied all other engineering data and information with respect to the development of the land needed by Service Company to provide the water and sewage facilities and services as provided by this agreement, specifically including three copies of the approved paving and drainage plans.

(4) Subject to the express terms of Section "FOUR", page 4, the Developer will provide, execute and record two first mortgages in favor of the Service Company as additional security for the performance of Developer's covenants, duties and obligations under this agreement. Said mortgages shall encumber property owned by the Developer, as more particularly described in Exhibit "C". Said executed first mortgages shall not be recorded, but shall be held in trust by J. DANA FOGLE, Escrow Agent, until the Developer has not paid off the entire amount due pursuant to paragraph "FOUR", Subsection 1. sub (c), (d) and (e); the mortgages shall be recorded on the eleventh (11th) day after notification, pursuant to paragraph "FOUR", Subsection 1., sub (c), (d) and (e).

(5) Service Company shall have one hundred fifty (150) days to complete and certify as operational the central water and central sewage facilities, as contemplated in this agreement, according to this agreement, and the various documents attached hereto and made a part hereof. Completion of any work herein described shall not be delayed for any reason other than acts of God, strikes, unavailability of necessary materials through no fault of the Service Company, or for other causes beyond the direct control of the Service Company. Upon the completion of

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109 WEST RICH AVENUE  
DAVIE, FLORIDA  
32720

the obligations enumerated herein on the part of the Service Company, the Service Company shall notify the Developer in writing, and certify that the central water system and central sewer system are operational and substantially complete.

(6) Developer covenants and agrees that the official plats will be filed of record within sixty (60) days from the date of substantial completion of the water and sewage treatment facilities upon said property by Service Company. Failure of the Developer to file the official plats within said period of time shall constitute a default under the terms of this agreement, and Service Company shall have the right, privilege and option to terminate this agreement, in which event all rights and privileges of Developer hereunder shall be at an end.

FOUR: To induce Service Company to provide the water facilities and service and sewage facilities and service to the property, Developer hereby covenants and agrees to pay the sums determined as set forth hereafter, in the manner provided for herein, as contributions in aid of construction toward the cost of Service Company providing water and sewage facilities and services to the property:

1. The Developer shall be obligated to pay to the Service Company the total amount of \$81,400.00 at eight per cent (8%) on the outstanding balance as may from time to time be payable and due as contribution in aid of construction. Said \$81,400.00 shall be paid in the following manner:

(a) The Developer shall be obligated to pay \$13,566.67 plus interest, at the end of each ninety (90) day period, consecutively, until the \$81,400.00 total payment is paid in full. Said ninety (90) day period shall commence to run from the date the Service Company notifies the Developer pursuant to Section "THREE, Subsection 5", that the utility systems are operational and substantially complete.

(b) When said \$81,400.00 total payment as hereinabove described shall be paid in full, the mortgage hereinabove-described shall become null and void, and shall be satisfied of record by the Service Company upon written request by the Developer.

(c) The Developer shall have the absolute right to make part payment or full payment without penalty to the Service Company in any amount up to the total of \$81,400.00 as an alternative method of satisfying the obligation of the Developer to pay said amount to the Service Company. Should the Developer, at his option, decide to make full payment, rather than the 6 quarterly payments as above enumerated or part payment as enumerated herein, the requirement that the Developer execute a mortgage as per Section "THREE", Subsection 4, will become null and void, and shall be delivered to the Developer simultaneously with said full payment being made. Further, the Developer shall have ten (10) days after the notification is made as per Section "THREE", Subsection 5, to make said full payment, and no interest shall accrue on the total amount outstanding if said full payment is made pursuant to this paragraph.

(d) J. H. POWELL shall be entitled to a full release from any obligations under paragraph "FOUR", page 4 if he shall pay in full his share of the total amount due; said share is the amount of \$20,350.00. Upon said full payment being made, the mortgage on the property owned by J. H. POWELL shall become null and void, and shall be returned to him by the Escrow Agent.

*J.H.P.*

(e) HOLIDAY HAVEN CAMPSITES, INC. shall be entitled to a full release from any obligations under paragraph "FOUR", page 4 if it shall pay in full its share of the total amount due; said share is the amount of \$61,850.00. Upon said full payment being made, the mortgage on the property owned by HOLIDAY HAVEN CAMPSITES, INC. shall become null and void, and shall be returned to it by the Escrow Agent.

FIVE: Developer and Service Company hereby expressly agree that the actual net operating costs of the water and sewer systems herein-described shall be shared equally (once the utility systems are certified as operating) until a total of twenty (20) lots shall be connected to the mobile home or dwelling thereon. Further, the Developer shall thereafter contribute twenty-five percent (25%) of the actual operating costs of the water and sewer systems hereinabove described until forty (40) lots are connected to the mobile home or dwelling located thereon. Thenceforth, the Developer shall have no liability for the operating costs of the utility systems described herein.

SIX: It is the intent of the parties to this agreement that the Service Company shall own the real property previously described in Section "ONE" of this agreement, and in addition shall own the various improvements which the Service Company has made to fulfill its obligations pursuant to this contract. Further, the parties acknowledge by execution of this agreement that there is a high degree of responsibility on the part of the Service Company to cause said utility systems to continue in operation, and thereby permit their proper utilization by the persons being served. It is hereby expressly understood and agreed that should the Service Company abandon or fail to operate the utility systems described herein, this section of this document shall be construed as a contract of sale and purchase, and the Developers named herein or their corporate successors, assigns, or heirs, shall have the absolute right and privilege to receive from the Service Company a deed conveying all real property previously conveyed to the Service Company by the Developer and in addition a bill of sale conveying all personal property appurtenant to the utility systems described herein. Developer shall pay as full and adequate consideration for the aforementioned deed and bill of sale the Service Company's net costs of installation of the utility systems previously described.

Should the Service Company described herein, its corporate successors, or assigns, desire to sell the utility systems described herein, the Developers shall be notified in writing that the utility systems are for sale. In addition, no offer may be accepted nor may any sale of said utility systems take place without the Developers named herein having the opportunity to purchase said systems at the price offered by the bona fide prospective purchaser. Should the Developer elect to complete said purchase, it shall so notify the Service Company in writing within a reasonable time, or this option becomes null and void and the Service Company may sell said utility systems without any obligation to the Developer under Section "SEVEN" of this contract.

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ATTORNEYS AT LAW  
100 WEST RICH AVENUE  
DUNLAD, FLORIDA  
32720

SEVEN: The parties acknowledge by execution of this agreement that the State of Florida and the various counties therein are undergoing a re-evaluation of previously established principles, thereby making the procedure for applying and securing the necessary governmental authority for the establishment and operation of utility systems as described herein very difficult. The parties further acknowledge that it is necessary that this contract be executed so that the parties hereto can use said executed contract as an additional means of securing the necessary authority from the state and local governmental authorities involved. Therefore, the parties hereby expressly agree that should the Service Company be prevented from fulfilling its obligations under this contract due to its inability to secure the proper permits and other necessary governmental authority, this contract would at that time become null and void, and the parties hereto would be fully released from all liability to the others.

EIGHT: It is the intent of the parties hereto that the Developer shall be solely responsible for furnishing a well with sufficient water, and that the water from said well shall pass all tests and requirements of governmental authorities, including, but not limited to, the State of Florida, Department of Health and Rehabilitative Services, Division of Health. Should the proposed site as per Exhibit B not provide suitable water, the Developer at his cost shall provide an alternate location and well, and shall bear all additional costs incurred by the Service Company due to said relocation.

NINE (A): It is the intent of the parties hereto that this contract is based on the utility lines being laid without the use of any dewatering equipment. The Developer hereby expressly agrees that any and all expenses incurred by the Service Company due to the necessity of utilizing any type of dewatering equipment shall be borne solely by the Developer.

(B): It is the intent of the parties hereto that this contract is based on the utility lines being laid without any removal of muck or soft soil below the pipe invert. Should the Service Company be required, in its reasonable professional judgment, to remove muck or soft soil below said invert, and replace with solid fill to insure that the pipe can be laid and maintained at grade level, any and all expenses due to the necessity of said digging and filling shall be borne exclusively by the Developer.

(C): HOLIDAY HAVEN CAMPSITES, INC. shall bear only those costs as enumerated in paragraph "NINE" (A) and (B) as are incurred on property owned and platted by HOLIDAY HAVEN CAMPSITES, INC.

(D): J. H. POWELL shall bear only those costs as enumerated in paragraph "NINE" (A) and (B) as are incurred on property owned and platted by J. H. POWELL.

TEN: This agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and corporate successors, by merger, consolidation or conveyance. However, in the event Developer has not paid and delivered to Service Company the contributions in aid of construction provided to be paid Service Company by Developer under the terms of this agreement, then this agreement shall not be sold, conveyed, assigned, transferred or otherwise disposed of by Developer without the written consent of Service Company first

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100 WEST RICH AVENUE  
DAVIE, FLORIDA  
32720

having been obtained; however, Service Company agrees not to unreasonably withhold such consent.

IN WITNESS WHEREOF, Developer 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 as to Developers:

HOLIDAY HAVEN CAMP SITES, INC.

J. Dana Fogle  
Nathaniel King

By James C. Gullis, Pres

J. Dana Fogle  
Nathaniel King

J. H. Powell (SEAL)  
J. H. Powell

Witnesses as to Service Company:

MCMAHAN CONSTRUCTION COMPANY, INC.

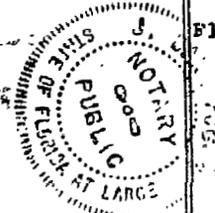
J. Dana Fogle  
Nathaniel King

By James C. Gullis

STATE OF FLORIDA  
COUNTY OF Volusia

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared James C. Gullis to me well known and known to me to be the President of HOLIDAY HAVEN CAMP SITES, INC., who acknowledged before me that he executed the foregoing agreement for the uses and purposes therein expressed by virtue of the authority duly vested in him by said corporation and that the corporate seal attached thereto is the true and correct corporate seal of said corporation.

WITNESS my hand and official seal at Volusia, Florida, this 14 day of July, 1973.



J. Dana Fogle  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

MATTINGLY, KENNEDY,  
FOGLE & WATTS, P.A.  
ATTORNEYS AT LAW  
108 WEST RICH AVENUE  
DELAND, FLORIDA  
32720

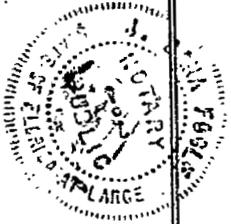
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 27, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA

COUNTY OF Volusia

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared J. H. POWELL, to me well known and to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of July, 1973.



J. Rana Fogle  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

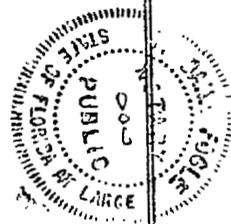
NOTARY PUBLIC STATE OF FLORIDA - LARGE  
MY COMMISSION EXPIRES JUNE 27, 1976  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared RICHARD McMAHAN to me well known and known to me to be the President of McMAHAN CONSTRUCTION COMPANY, INC., who acknowledged before me that he executed the foregoing agreement for the uses and purposes therein expressed by virtue of the authority duly vested in him by said corporation and that the corporate seal attached thereto is the true and correct corporate seal of said corporation.

WITNESS my hand and official seal at DeLand, Florida, this 14 day of July, 1973.



J. Rana Fogle  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA - LARGE  
MY COMMISSION EXPIRES JUNE 27, 1976  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

MATTINGLY, KENNEDY,  
FOGLE & WATTS, P.A.  
ATTORNEYS AT LAW  
108 WEST KICH AVENUE  
DeLAND, FLORIDA  
32720

AMENDMENT TO AGREEMENT

Rec 8.00

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of June, 1975, by and between HOLIDAY HAVEN CAMPSITES, INC., a corporation organized under the laws of the State of Florida, and J. H. POWELL, and MCMAHAN CONSTRUCTION COMPANY, INC., a corporation organized under the laws of the State of Florida, whose address is 116 North Florida Avenue, Deland, Florida.

WHEREAS, the parties previously entered into an Agreement on or about the 14th day of July, 1973, which was recorded in Official Records Book 551, at page 580 through page 587, of the Public Records of Lake County, Florida.

WHEREAS, the parties described within this Agreement certain lands and referred to them as "described in Exhibit 'A'".

WHEREAS, the parties did not attach and record an Exhibit A.

WHEREAS, there exists a problem in that parties are unable to tell from the Public Records of Lake County, Florida, what property this Agreement refers to.

WHEREAS, the parties are desirous of correcting and setting forth and making clear what lands they were referring to in the Agreement previously referred to.

NOW THEREFORE, for and in consideration of the premises, the mutual understandings and agreements herein contained and previously contained in the previously referred to and recorded Agreement, the parties hereby covenant and agree as follows:

The lands described in Exhibit A of that certain Agreement entered into by the above-described parties and recorded in Official Records Book 551 at page 580 through 587 of the

FORD, CAUTHEN & ROBUCK  
ATTORNEYS AND COUNSELORS AT LAW  
101 EAST MAUD STREET  
TALLAHASSEE, FLORIDA 32301  
TELEPHONE  
904/343-8188

This instrument prepared by ✓  
H. D. ROBUCK, JR.  
101 EAST MAUD STREET  
TALLAHASSEE, FLA. 32301

RECORDED  
INDEXED  
JUL 2 3 48 PM '75

Public Records of Lake County, Florida, is as follows:

Holiday Haven Campsites, Unit Number 3, as recorded in Plat Book 21, at pages 57 and 58, of the Public Records of Lake County, Florida.

The parties shall be bound by the aforementioned Agreement on the aforementioned legal description and abide by same on this land and no other land.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witnesses as to Developers:

James W. Hank  
Marilyn A. Hank  
James Q. Spillers  
Marilyn K. Hank

HOLIDAY HAVEN CAMPSITES, INC.

BY: James Q. Spillers  
James Q. Spillers, President

J. H. Powell  
J. H. Powell



Witnesses as to Service Company:

Dona Fogle  
Richard McMahan

McMAHAN CONSTRUCTION COMPANY, INC.

BY: Richard McMahan  
Richard McMahan

STATE OF FLORIDA  
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared James Q. Spillers, to me well known and known to me to be the President of HOLIDAY HAVEN CAMPSITES, INC., who acknowledged before me that he executed the foregoing agreement for the uses and purposes therein expressed by virtue of the authority duly vested in him by said corporation and that the corporate seal attached thereto is the true and correct corporate seal of said corporation.

WITNESS my hand and official seal at Astoria, in said County and State on this 14 day of June, 1975.

James W. Hank  
NOTARY PUBLIC NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES NOV. 4, 1975  
MY COMM. EXP.: Bonded by Fidelity and Surety Insurance Co

FORD, CAUTHEN & ROBUCK  
ATTORNEYS AND COUNSELORS AT LAW  
101 EAST MAUD STREET  
TALLAHASSEE, FLORIDA 32304  
TELEPHONE  
904-343-8185

executive line 82 30599



THIS INSTRUMENT PREPARED BY H. D. Robuck, Jr. CAUTHEN, ROBUCK, ZYRUS & HENNINGS Attorneys and Counselors at Law 131 West Main Street Tavares, Florida 32778

# This Indenture,

(The terms "grantor" and "grantee" herein shall be construed to include all persons and singular or plural as the context indicates.)

O. R. 762 PAGE 396  
BOOK

Rec'd 9/08  
Date 4/82

Made this 2nd day of November 19 82. Between

HOLIDAY HAVEN CAMPSITES, INC., a Florida corporation

of the County of Lake, State of Florida, grantor, and

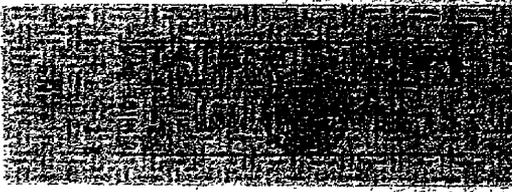
JULIAN HODGES and HELEN R. HODGES, his wife, as tenancy by the entirety

whose post-office address is 5500 South Tamiami Trail, Sarasota, FL of the County of Florida, grantee.

Witnesseth: That said grantor, for and in consideration of the sum of \*\*\*TEN AND 00/100\*\* Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

SEE ATTACHED SCHEDULE "A"

This deed is being executed to correct the legal description in that certain deed dated July 5, 1974 and recorded in Official Record Book 556, page 390 and 391, of the Public Records of Lake County, Florida.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

*James A. Spillers*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOLIDAY HAVEN CAMPSITES, INC. (Seal)  
By: *James Q. Spillers* (Seal)  
James Q. Spillers, President (Seal)  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

STATE OF FLORIDA  
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

JAMES Q. SPILLERS, President of Holiday Haven Campsites, Inc.

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of November 1982.

*James A. Spillers*  
Notary Public NOTARY PUBLIC STATE OF FLORIDA  
My commission EXPIRES APR 9 1985.  
BONDED THIRD GENERAL INS. UND.

SCHEDULE "A"

TRACT 3 - From the NW corner of Tract "D" Holiday Haven Campsites according to the plat thereof as recorded in Plat Book 17, page 65, of the Public Records of Lake County, Florida. Run thence East 188.05 ft., thence South 31.09 ft., thence S. 89° 34' 25" E. 250.0 ft. to the P.O.B. of this description from said P.O.B. continue S. 89° 34' 25" E. 100.0 ft., thence S. 0° 27' 28" W. 669.0 ft., thence N. 89° 34' 25" W. 100.0 ft., thence N. 0° 27' 28" E. 669.0 ft., to the P.O.B. together with a 50.0 ft. easement for ingress and egress over and across the following described property. From the NW corner of Tract "D" Holiday Haven Campsites according to the plat thereof as recorded in Plat Book 17, page 65, of the Public Records of Lake County, Florida. Run thence East 188.05 ft., thence South 31.09 ft., thence S. 89° 34' 25" E. 450.0 ft., thence S. 0° 27' 28" W. 619.0 ft. to the P.O.B. of this easement from said P.O.B. continue S. 0° 27' 28" E. 50.0 ft., thence N. 89° 34' 25" W. 100.0 ft., thence N. 0° 27' 28" E. 50.0 ft., thence S. 89° 34' 25" E. 100.0 ft. to the P.O.B.

AND ALSO:

PROPERTY NORTH OF TRACT 3: From the N.W. corner of Tract "D", HOLIDAY HAVEN CAMPSITES, according to the plat thereof recorded in Plat Book 17, page 65 of the Public Records of Lake County, Fla., run thence East 188.05 ft.; thence South 31.09 ft.; thence S. 89° 34' 25" E. 250.0 ft. to the Point of Beginning; from said P.O.B., run N. 0° 27' 28" E., 32.0 ft., more or less, to the North line of aforesaid Tract "D" and a point designated as Point "A"; return to the P.O.B. and run S. 89° 34' 25" E., 100.0 ft.; thence N. 0° 27' 28" E., 33.7 ft., more or less, to aforesaid North line of Tract "D"; thence West along said North Line 100.00 ft., more or less, to the P.O.B.

Subject to the following easement:

A 50.0 ft. easement for ingress and egress, lying 25.0 ft. on either side of and parallel with the following described centerline: From the S.W. corner of TRACT "B" of HOLIDAY HAVEN CAMPSITES, according to the plat thereof as recorded in Plat Book 17, page 65, of the Public Records of Lake County, Florida, run S. 0° 28' 10" W. along the extension of the West line of said TRACT "B", 17.0 ft. to a point that is 4.0 ft. North of the Center Line of Pearl Street, as shown on the Map of Astor, Florida, according to the plat thereof as recorded in Plat Book 2, page 12 of the Public Records of Lake County, Florida, and the P.O.B. of this easement. From said P.O.B. run N. 89° 34' 25" W. 305.0 ft., thence N. 0° 28' 10" E. 372.0 ft., more or less to a point that is 25.0 ft. North of the South line of TRACT "C" of said HOLIDAY HAVEN CAMPSITES, thence N. 89° 34' 25" W. parallel with said South line of TRACT "C" 1167.38 ft., more or less, to a point that is 177.0 ft. East of the East line of Astor Forest Campsites and a point hereby designated as Point "A". From said Point "A" continue N. 0° 27' 28" E. 769.90 ft. Return to Point "A", run thence S. 89° 34' 25" E. 500.0 ft., thence N. 0° 27' 28" E. 890.0 ft. and end of said easement.

Subject to an agreement between Holiday Haven Campsites, Inc., J. H. Powell, and McMahan Construction Company, Inc., dated the 14th day of July, 1973, and filed for record on June 3, 1974 in Official Records Book 551, page 580, Public Records of Lake County, Florida.

Subject to easements and restrictions of record.





2:12 PM

April 10 2001

**From:**

**Name:** Georgina Giallanza

**Company:**

**Phone:** 813 996 4353

**Fax:** 813 996 2358

**To:**

**Name:** Jennifer Brubaker

**Company:** Public Service Commission

**Phone:**

**Fax:** 850-413-6203

Total number of pages, including cover: 21

**Message:**

Information that you requested. If you need any more let me know

Thank you

Georgina

This instrument prepared by:  
Name: Susan Carey an employee of  
1st Land Title Services, Inc.  
Address: 226 West Alfred Street  
Tavares, FL 32778  
  
Return to: 1st Land Title Services, Inc.  
FILE NO. 1859  
Address: 226 West Alfred Street  
Tavares, FL 32778  
  
Property Appraisers Parcel Identification Number(s):  
301528300-00C-00000\00001  
Grantee(s) S.S #'s:

Doc# 2000086689  
Book: 1870  
Pages: 2260 - 2261  
Filed & Recorded  
10/17/2000 09:52:15 AM  
JAMES C. WATKINS  
CLERK OF CIRCUIT COURT  
LAKE COUNTY  
RECORDING \$ 9.00  
TRUST FUND \$ 1.50  
DEED REC STAMP \$ 1,225.00

Book 1870 Page 2260

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS CORPORATE WARRANTY DEED** made and executed the 13th day of October, 2000 by Holiday Haven II, Inc. a Florida Corporation, and having its principal place of business at 7039 Ashleigh Manor Court, Alexandria, VA 22315 hereinafter called the grantor, to Joseph H. Giallanza and Georgina T. Giallanza whose street address is 22539 Southshore Drive, Land of Lakes, FL 34639 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, whenever the context so admits or requires.)

**WITNESSETH:** That the said grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Lake County, State of Florida, is:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "C" OF HOLIDAY HAVEN CAMPSITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 64 AND 65, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 89° 34' 25" EAST 50.0 FEET TO THE WEST LINE OF HOLIDAY HAVEN CAMPSITES, UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 57 AND 58, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH 0° 28' 10" EAST ALONG SAID WEST LINE OF HOLIDAY HAVEN CAMPSITES UNIT NO. 3, A DISTANCE OF 958.99 FEET MORE OR LESS TO THE NORTH LINE OF TRACT "D" OF THE AFOREMENTIONED HOLIDAY HAVEN CAMPSITES AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN NORTH 89° 34' 25" WEST ALONG THE SOUTH LINE OF SAID TRACT "C" (ALSO BEING THE NORTH LINE OF POWELL'S SUBDIVISION, AS RECORDED IN PLAT BOOK 25, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) A DISTANCE OF 615.90 FEET TO A POINT THAT IS 43.57 FEET EAST OF THE WEST LINE OF TRACT "C", RUN THENCE NORTH 0° 27' 28" EAST PARALLEL WITH SAID WEST LINE OF TRACT "C" A DISTANCE OF 954.03 FEET TO THE NORTH LINE OF SAID TRACT "D"; THENCE EAST ALONG THE NORTH LINE OF TRACT "D" 666.12 FEET MORE OR LESS TO INTERSECT THE AFOREMENTIONED POINT "A".

THE SOUTH 50 FEET OF THE ABOVE DESCRIBED PROPERTY SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.

AND

THE WEST 43.57 FEET OF TRACT "C" AND THE EAST 43.57 FEET OF THE WEST 681.62 FEET OF TRACT "D", HOLIDAY HAVEN CAMPSITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 64 AND 65, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE SOUTH 50 FEET SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, AND THE WEST 50 FEET OF THE TWO ABOVE COMBINED LEGAL DESCRIPTIONS ARE SUBJECT TO A 50 FOOT EASEMENT FOR INGRESS AND EGRESS.

AND ALSO: THE WEST 50 FEET OF BLOCK 118, TOWN OF ASTOR TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 424 FEET OF SUBJECT PROPERTY.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2000. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Susan Carey  
Witness Signature  
Susan Carey  
Printed Name

Tressa Ponder  
Witness Signature  
Tressa Ponder  
Printed Name

Holiday Haven II, Inc. a Florida Corporation

BY Graig Brock  
President  
Grais & Brock

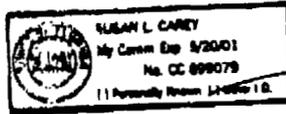
ATTEST:  
Janita Brock  
Secretary/Treasurer  
Janita Brock

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13th day of October, 2000 by Graig G. Brock President of Holiday Haven II, Inc. a Florida Corporation on behalf of the corporation. He/She is personally known to me or who produced Diversions as identification and who did/did not take an oath.

Susan Carey  
Notary Public  
My Commission Expires:

[Seal]



Rec. 17 00

15360

Three Oaks Division

DISTRIBUTION RIGHT-OF-WAY EASEMENT

8:38 PAGE 621

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Grantors, (whether one or more)

F. E. Davis, J.L. Brown and

James H Houk and Marilyn A. Houk

P.O. Box 194

Astor, Florida 32202

in consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement 10 feet in width over, under, upon and across the lands and real property situate, lying and being in the County of Lake State of Florida, more particularly described as follows:

An easement ten (10') feet wide lying parallel, adjacent and contiguous to the outer limits of Three Oaks Drive and Three Oaks Court over, through under and across a portion of the following described lands:

Tract "A" and Lots 1 through 36 inclusive of THREE OAKS SUBDIVISION A PARTIAL REPLAT OF Tracts "C" and "D" of Holiday Haven Campsites in Sections 30 & 38, Township 15 South, Range 28 East, Lake County, Florida.

See EXHIBIT "A"

APR 30 11 26 PM '85

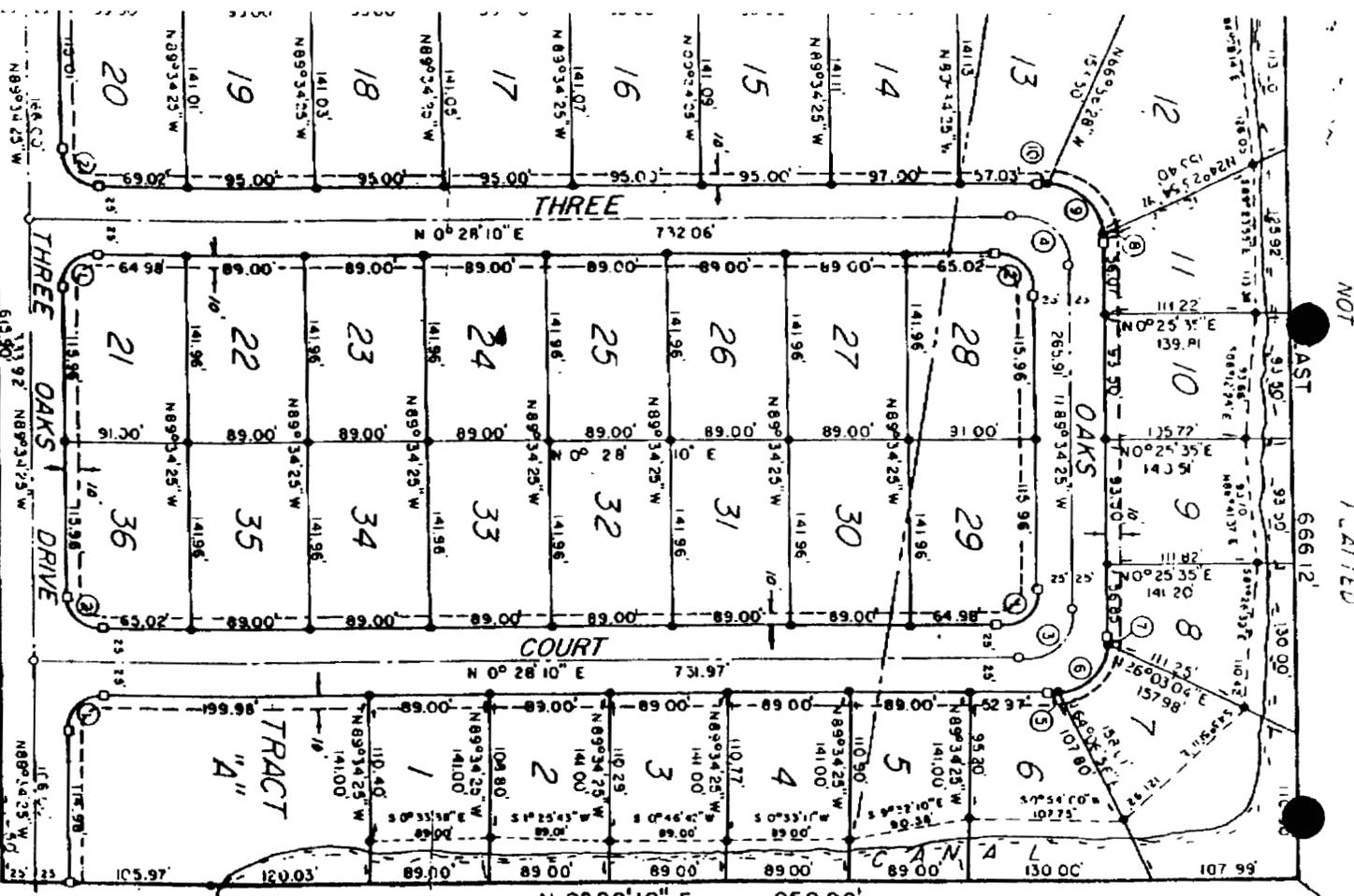
and to construct, operate and maintain an electric distribution line or system or lines or systems on or under the above-described lands and/or in, under or upon all streets, roads or highways abutting said land; to inspect and make such repairs, changes, alterations, improvements, and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example, and not by the way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, hand holes, transformers, and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees that may interfere with or threaten or endanger the operation and maintenance of said line or system; to keep the easement clear of all buildings, structures or other obstructions, except citrus trees, low-growing shrubbery and fences that do not otherwise interfere with the Cooperative's use of the right-of-way easement; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system, or, if any of said systems is placed underground, of the trench or related underground facilities by any other person, association or corporation.

The undersigned agree that all poles, wires, and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above-described lands and that said lands are free and clear of liens and encumbrances. The grantors reserve the right to use the easement conveyed herewith for general farming, citrus grove, or pasture purposes, as long as such use does not interfere with the Cooperative's use of the easement conveyed hereunder.

Grantors agree that this right-of-way easement shall run with the land, and that any abandonment of the use of the easement, or interruption in the use of the right-of-way easement, shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this 23rd day of April, 1985.

This instrument prepared by: William F. Johnson Clay Electric Co-Operative, Inc. Rt. #3, Box 1100 Ft. McCoy, Fla. 32637



HOLIDAY HAVEN CAMPSITES, UNIT No. 3  
 PLAT BOOK 21, PAGES 57 & 58

SECTION 30-5-28  
 SECTION 36-15-28  
 (MOSES E. LEVET GRANT)

NOT PLATTED

POINT 1

EXHIBIT "A"

88-1597 vs 1806

Tract 2:

From the NW corner of Tract "D", HOLIDAY HAVEN CAMPSITES, according to the plat thereof as recorded in Plat Book 17, Page 65, of the Public Records of Lake County, Florida run thence East 188.05 feet, thence South 31.09 feet, thence S. 89°34'25" E. 350.0 feet to the Point of Beginning of this Description. From said Point of Beginning, continue S. 89°34'25" E. 100.0 feet, thence S. 0°27'28" W. 469.0 feet, thence N. 89°34'25" W. 100.0 feet, thence N. 0°27'28" E. to the Point of Beginning. The South 50.0 feet of the above described property subject to an easement for ingress and egress.

AND ALSO:

Property North of Tract 2:

From the NW corner of Tract "D", HOLIDAY HAVEN CAMPSITES, according to the plat thereof recorded in Plat Book 17, Page 65, of the Public Records of Lake County, Florida, run thence East 188.0 feet, thence South 31.09 feet, thence South 89°34'25" E. 150.0 feet to the Point of Beginning; from said Point of Beginning, run N. 0°27'28" E. 33.7 feet, more or less, to the North line of aforesaid Tract "D", and a point designated as Point "A"; return to Point of Beginning, run S. 89°34'25" E. 100.00 feet, thence N. 0°27'28" E. 34.4 feet, more or less, to aforesaid North line of Tract "D", thence W. along said North line 100.0 feet, more or less, to Point of Beginning.

Subject to the following easement:

A 50.0 foot easement for ingress and egress, lying 25.0 feet on either side of and parallel with the following described center line: From SW corner of Tract "B" of HOLIDAY HAVEN CAMPSITES, according to the plat thereof as recorded in Plat Book 17, Page 65, of Public Records of Lake County, Florida, run S. 0°28'10" W. along the extension of the West line of said Tract "B", 17.0 feet, to a point that is 4.0 feet North of the center line of Pearl Street, as shown on the Map of Astor, according to the plat thereof as recorded in Plat Book 2, Page 2, of the Public Records of Lake County, Florida and the Point of Beginning of this easement. From said Point of Beginning, run N. 89°34'25" W. 305.0 feet, thence N. 0°28'10" E. 372.0 feet, more or less, to a point that is 25.0 feet North of the South line of Tract "C" of said HOLIDAY HAVEN CAMPSITES, thence N. 89°34'25" W. parallel with said South line of Tract "C" 1167.38 feet, more or less, to a point that is 177.0 feet East of the East line of Astor Forest Campsites and a point hereby designated as Point "A". From said Point "A", continue N. 0°27'28" E. 769.90 feet. Return to Point "A", run thence S. 89°34'25" E. 500.00 feet, thence N. 0°27'28" E. 896.0 feet and the end of this easement.

SUBJECT TO and agreement between Holiday Haven Campsites, Inc. and J.H. Powell and McMahan Construction Company, Inc., dated the 14th day of July, 1973, and filed for record on June 3, 1974, in Official Records Book 551, Page 580, Public Records of Lake County, Florida.

SPILLERS DR

FILE: 8408-98



Addendum No. 1 to the Contract dated AUGUST 11, 2000 between

HOLIDAY HAVEN II, INC. (Seller)

and JOSEPH H. GIALLANZA AND GEORGINA T. GIALLANZA (Buyer)

concerning the property described as:

PARCEL #30-15-28-030000C00001, ALTERNATE KEY #2729406 ORB 1703, PAGE 1923  
AND PARCEL #30-15-28-030000C00000, ALTERNATE KEY #1328349, ORB 1703, PAGE 1923  
(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

SELLERS AGREE TO INCLUDE IN CONTRACT FOR SALE & PURCHASE THE FOLLOWING  
DESCRIBED PARCEL AT NO ADDITIONAL COST TO BUYERS:

PARCEL #30-15-28- 01001180000, ALTERNATE KEY #1315417, ORB 1703, PAGE 192

THE WEST 50 FEET OF BLOCK 118, TOWN OF ASTOR, ACCORDING TO THE MAP OR  
PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 12, PUBLIC RECORDS OF  
LAKE COUNTY, FLORIDA.

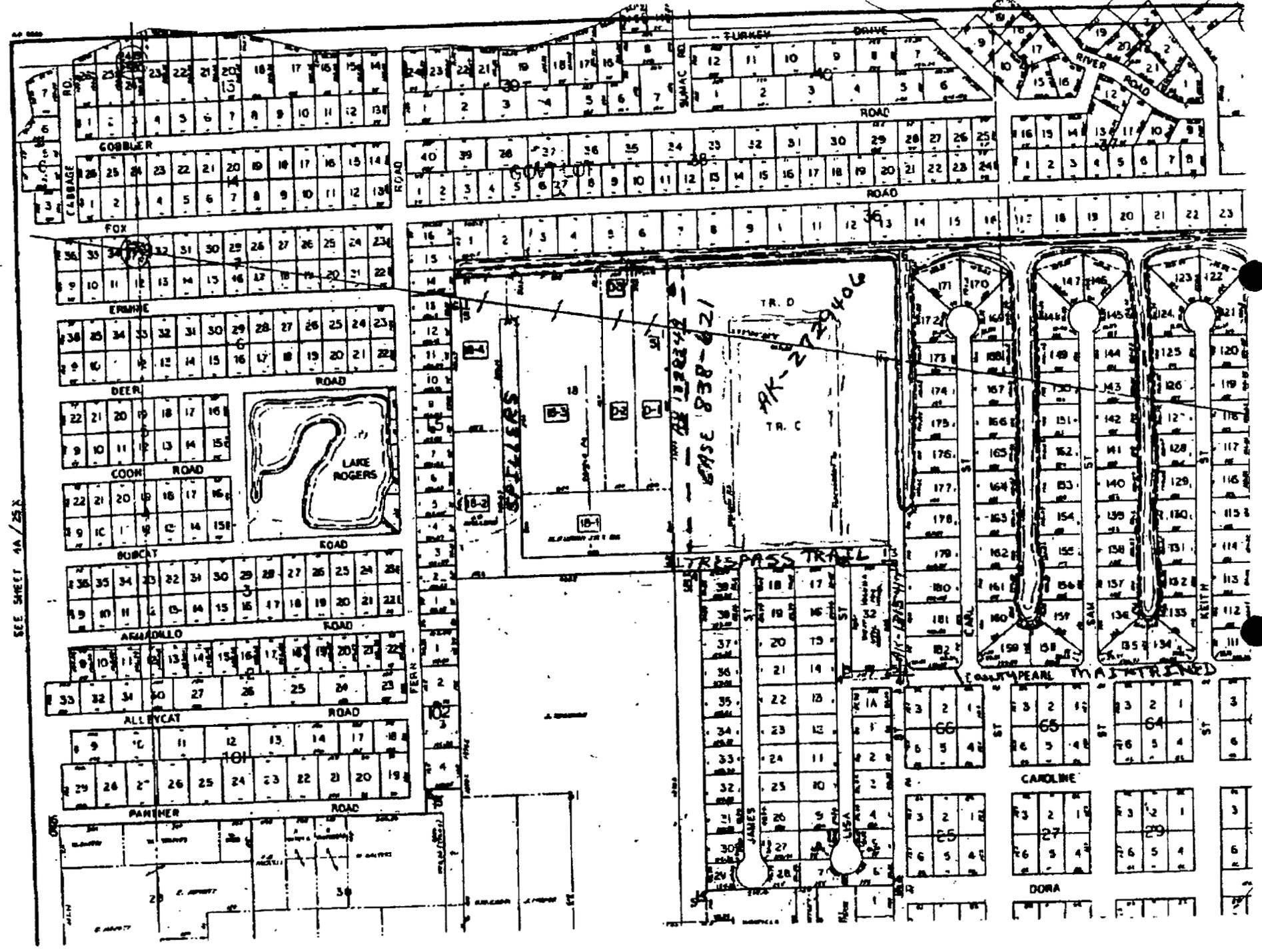
DATE: \_\_\_\_\_ BUYER: \_\_\_\_\_

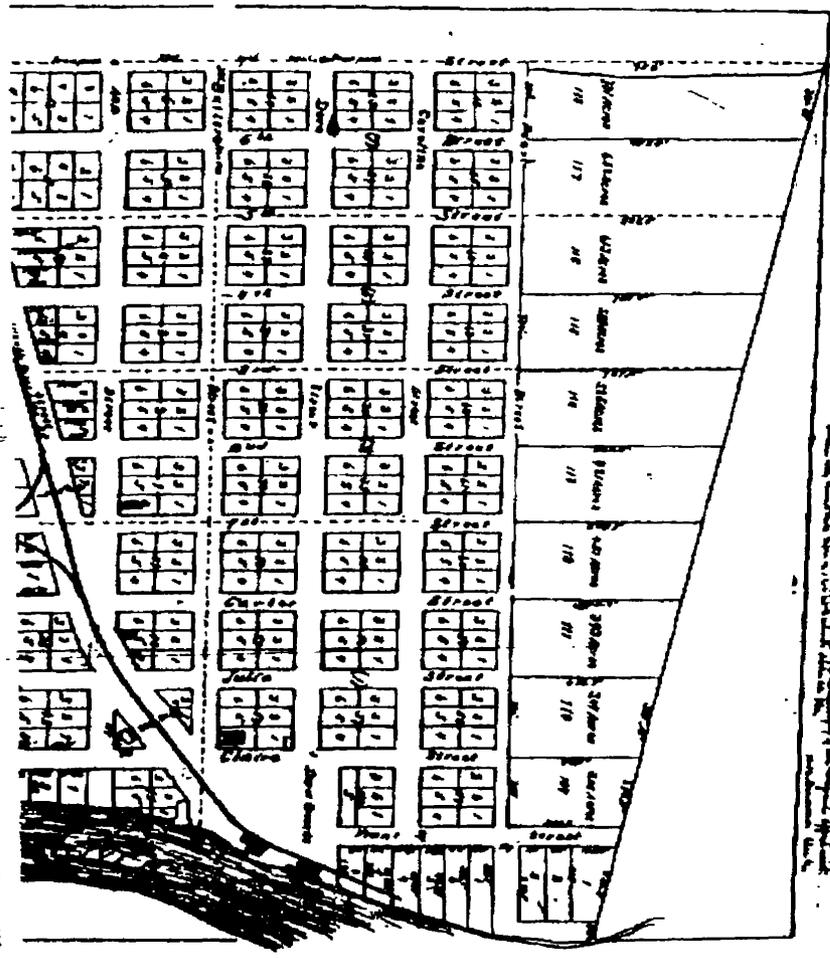
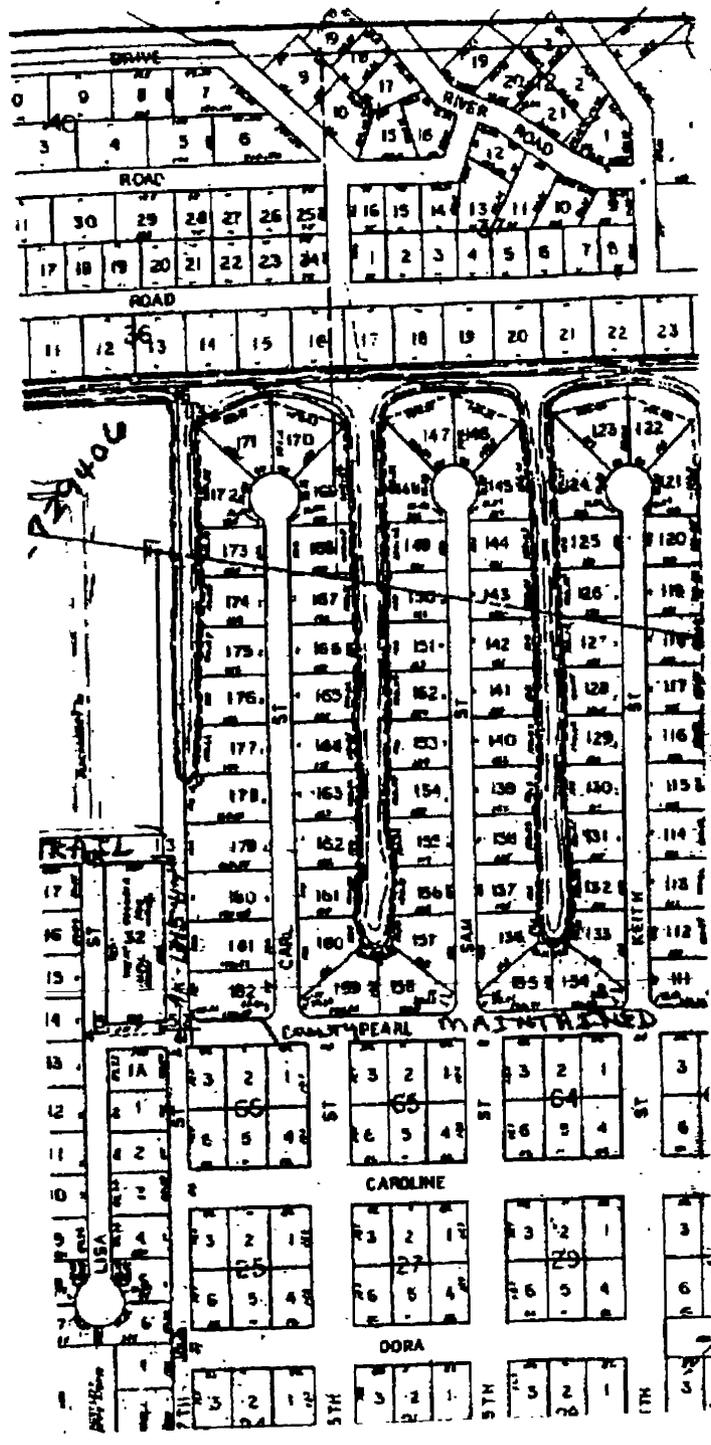
DATE: \_\_\_\_\_ BUYER: \_\_\_\_\_

DATE: 9-30-00 SELLER: Sonita Hoch secretary

DATE: 9-30-00 SELLER: Joseph & Georgina Giallanza







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this is my prop*

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*96*

*97*

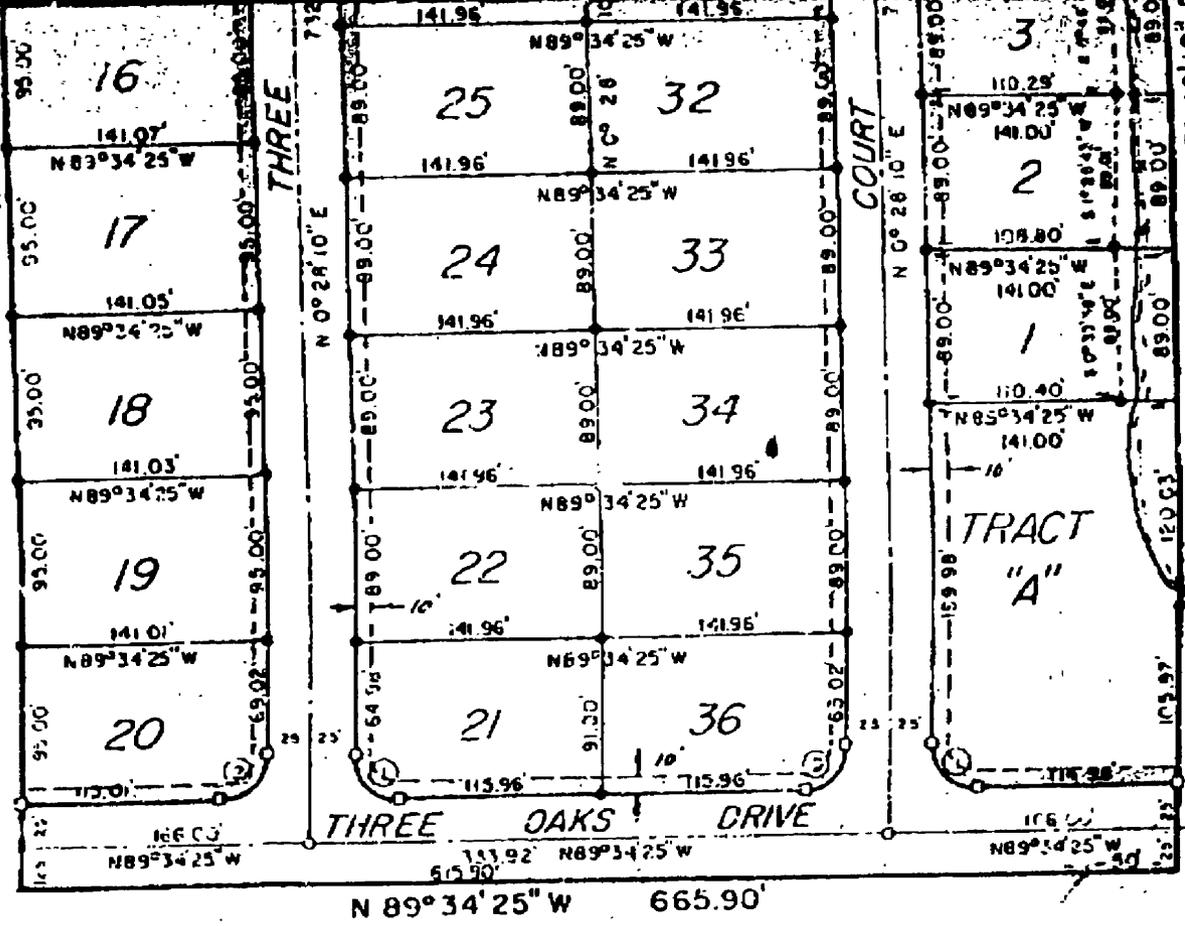
*98*

*99*

*100*

12

HOLIDAY HAVEN CAMPSITES, PLAT  
N 0° 27' 28" E

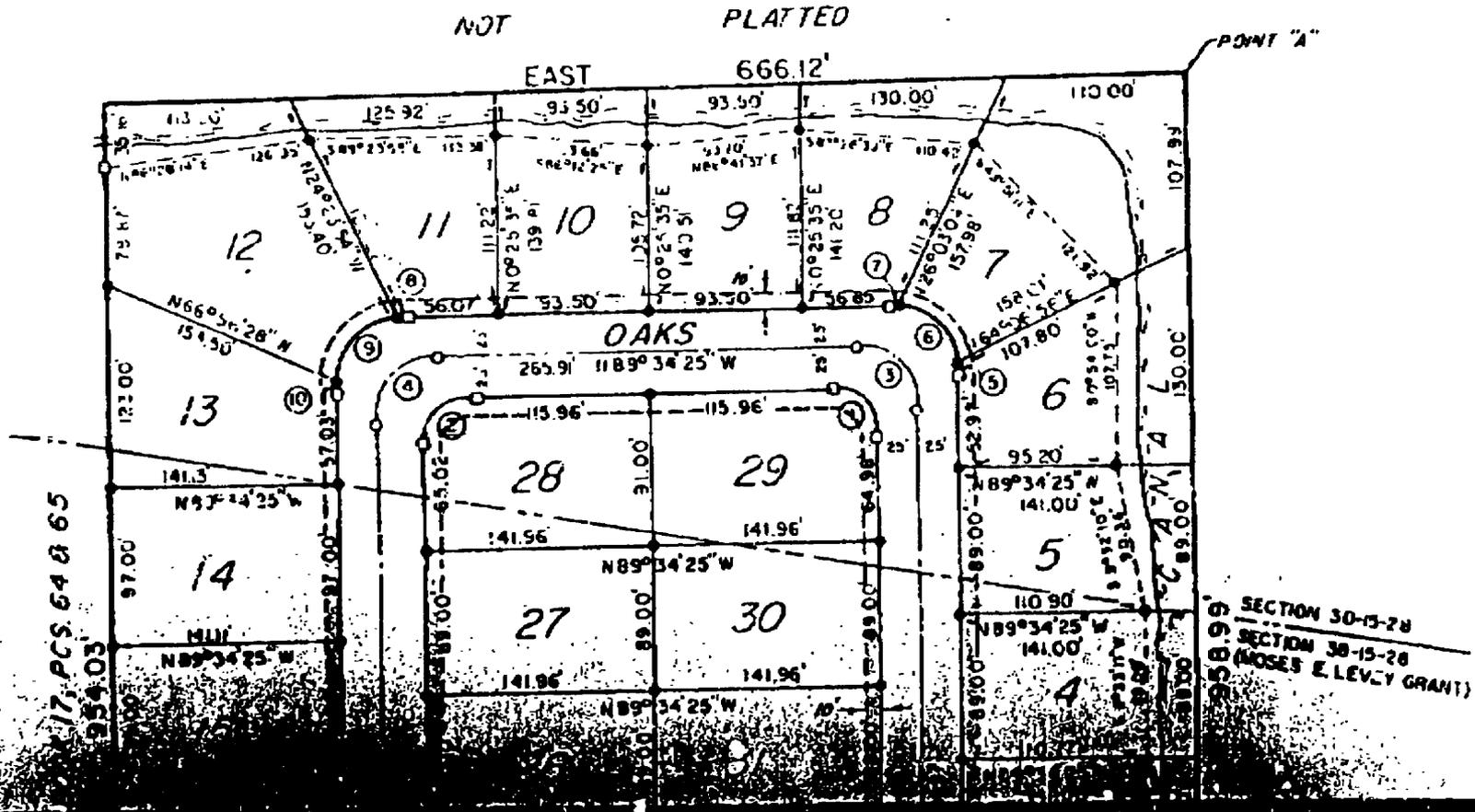


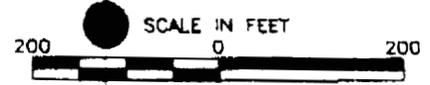
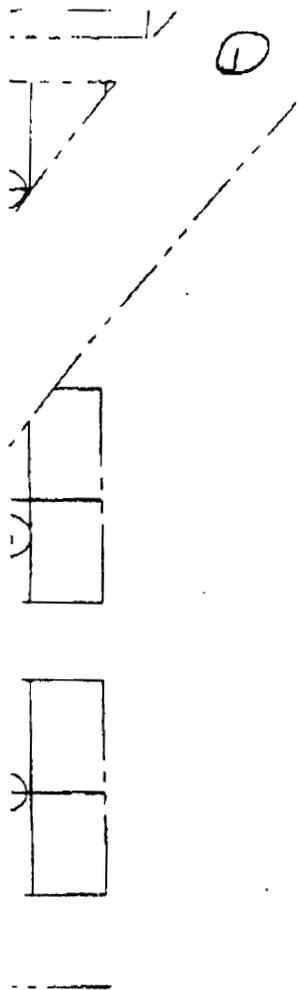
HOLIDAY HAVEN CAMPSITES, UNIT No. 3  
PLAT BOOK 21, PAGES 57 & 58

# THREE OAKS SUBDIVISION

A PARTIAL REPLAT OF TRACTS C, AND D OF HOLIDAY HAVEN CAMPSITES  
IN SECTIONS 30 & 38, TOWNSHIP 15 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA

BEGIN AT THE S.E. CORNER OF TRACT "C" OF HOLIDAY HAVEN CAMPSITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 64 AND 65 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S 87° 34' 25" E 50.00 FEET TO THE WEST LINE OF HOLIDAY HAVEN CAMPSITES, UNIT 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 57 AND 58 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE N 0° 28' 10" E ALONG SAID WEST LINE OF HOLIDAY HAVEN CAMPSITES, UNIT 3 A DISTANCE OF 938.99 FEET, MORE OR LESS, TO THE NORTH LINE OF TRACT "D" OF THE AFOREMENTIONED HOLIDAY HAVEN CAMPSITES AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE P.O.B. AND RUN THENCE N 89° 34' 25" W ALONG THE SOUTH LINE OF SAID TRACT "C" (ALSO BEING THE NORTH LINE OF POWELL'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) A DISTANCE OF 615.90 FEET TO A POINT THAT IS 43.57 FEET EAST OF THE WEST LINE OF SAID TRACT "C"; RUN THENCE N 0° 27' 28" E PARALLEL WITH SAID WEST LINE OF TRACT "C" A DISTANCE OF 954.03 FEET TO THE NORTH LINE OF SAID TRACT "D"; THENCE EAST ALONG THE NORTH LINE OF TRACT "D" 666.12 FEET, MORE OR LESS, TO INTERSECT THE AFOREMENTIONED POINT "A" AND THE END OF THIS DESCRIPTION.



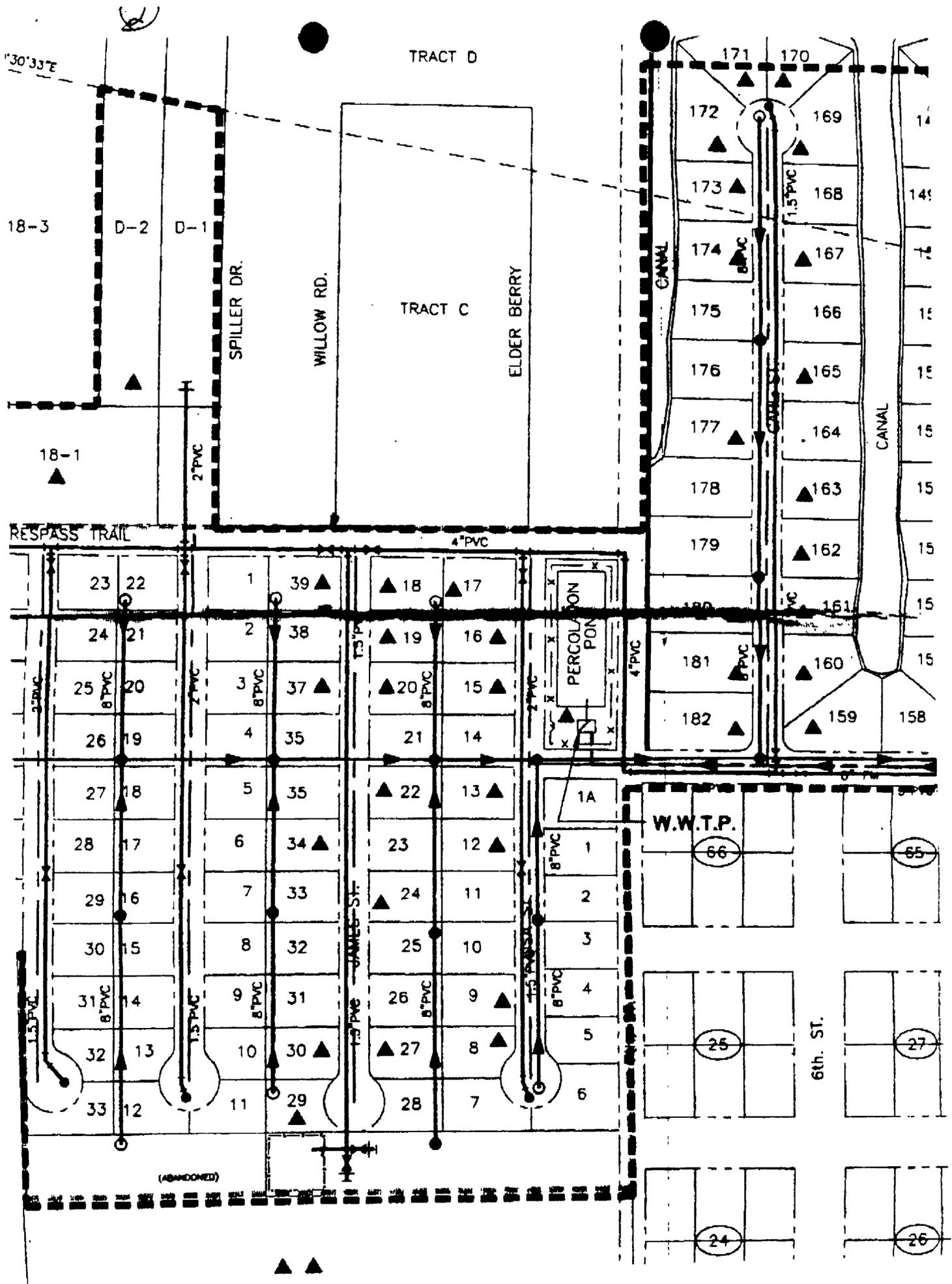


**LEGEND**

- 4" GRAVITY SEWER
- 6" GRAVITY SEWER
- 8" GRAVITY SEWER
- 10" GRAVITY SEWER
- 12" GRAVITY SEWER
- - - -> 4" FORCE MAIN
- - - -> 6" FORCE MAIN
- - - -> 8" FORCE MAIN
- - - -> 10" FORCE MAIN
- - - -> 12" FORCE MAIN
- ▲ WATER CUSTOMER
- ▲ IRRIGATION CUSTOMER
- ▲ WASTEWATER CUSTOMER
- ▲ WATER/WASTEWATER CUSTOMER
- - - - - EXISTING WATER SERVICE TERRITORY
- PROPOSED WATER SERVICE TERRITORY
- - - - - EXISTING WASTEWATER SERVICE TERRITORY
- PROPOSED WASTEWATER SERVICE TERRITORY
- 1" WATER MAIN
- 2" WATER MAIN
- 3" WATER MAIN
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 14" WATER MAIN
- · - · - 8" EFFLUENT
- · - · - 10" EFFLUENT
- · - · - 12" EFFLUENT
- · - · - 14" EFFLUENT



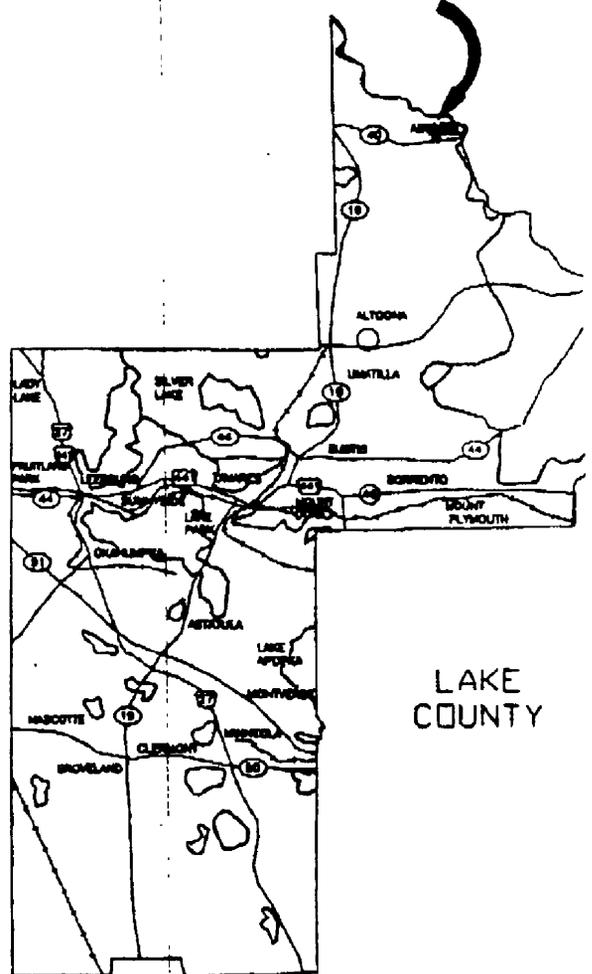
Plant Name:		HOLIDAY HAVEN	
Description:		WATER DISTRIBUTION	
County:		LAKE COUNTY, FLORIDA	
Plant Number:	573	Updated Thru:	DECEMBER 1998
Index Number:	-	Scale:	1" = 200'
Approved By:	M.G.D.	Sheet:	SHEET 1 OF 1



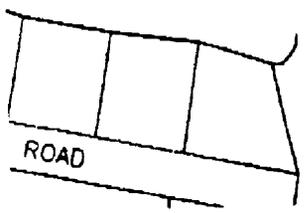
3

# SERVICE TERRITORY

SECTION 30, 37, TWP. 15S, RANG. 28E



LAKE COUNTY



30 T 29

N

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for ) DOCKET NO. 930129-WU  
Amendment of Certificate No. ) ORDER NO. PSC-93-1150-FOF-WU  
106-W in Lake County by SOUTHERN ) ISSUED: August 9, 1993  
STATES UTILITIES, INC. )  
\_\_\_\_\_)

ORDER AMENDING CERTIFICATE TO INCLUDE ADDITIONAL TERRITORY  
AND LEAVING DOCKET OPEN FOR FORMAL HEARING ON  
OBJECTION TO IMPERIAL TERRACE TERRITORY

BY THE COMMISSION:

Background

On February 2, 1993, Southern States Utilities, Inc., (SSU or utility) filed an application with this Commission to amend Certificate No. 106-W to include additional territory which it already serves in Lake County. The proposed extensions are to the utility's nine current water systems in Lake County, Picciola Island, Venetian Village, Sunshine Parkway, Skycrest, Piney Woods, Hobby Hills, Fern Terrace, Holiday Haven and Imperial Terrace.

Because SSU is already serving these areas, it is in violation of Section 367.045(2), Florida Statutes, which requires a utility to obtain Commission approval prior to extending its service area. Docket No. 921014-WS was opened to address these and other violations of Section 367.045(2), Florida Statutes, by SSU. Order No. PSC-93-0202-FOF-WS, issued on February 9, 1993, in that Docket, approved a timetable for SSU to follow in filing applications for amendments to include territory being served outside of its service area. Although the instant application was filed prior to Order No. PSC-93-0202-FOF-WS being issued, the systems discussed herein were addressed in that Docket. SSU provided an explanation for its actions and we determined that if the utility complied with the Order and followed the timetable for filing the amendment applications, show cause proceedings would not be initiated and the amendment applications could be processed administratively.

Application

Except as previously discussed, the application is in compliance with Section 367.045, Florida Statutes, Order No. PSC-93-0202-FOF-WS, and other pertinent statutes and provisions of the Florida Administrative Code. The application contains a check in the amount of \$150.00 which is the correct filing fee pursuant to Rule 25-30.020, Florida Administrative Code. In addition, the Utility has provided evidence that the utility owns the land upon which the utility's facilities are located as required by Rule

08557 AUG-93

25-30.036(1)(d), Florida Administrative Code, in the form of a warranty deed for each system.

Adequate service territory and system maps and a territory description have been provided as prescribed by Rule 25-30.036(1)(e),(f) and (i), Florida Administrative Code. The additional territories which SSU is serving in Lake County are described in Attachment A of this Order. The utility has submitted an affidavit consistent with Section 367.045(2)(d), Florida Statutes, that it has tariffs and annual reports on file with the Commission.

In addition, the utility provided proof of compliance with the noticing provisions set forth in Rule 25-30.030, Florida Administrative Code. The City of Tavares (City) filed a timely objection to SSU's application for amendment. The City has objected only to the amendment revision of the Imperial Terrace territory. Pursuant to Section 120.57, Florida Statutes, the amendment application relative to the Imperial Terrace territory has been set for formal hearing. Consequently, the Imperial Terrace system is not included in this Order. This docket will remain open to deal with the Imperial Terrace system at a later date. No other objections to the notice of application have been received and the time for filing such has expired.

The proposed amendment is consistent with the Lake County Comprehensive Plan. The territories affected are in a critical use area as defined by the St. Johns River Water Management District.

The extended territories for Picciola Island, Venetian Village, Sunshine Parkway, Skycrest, Piney Woods, Hobby Hills, Fern Terrace and Holiday Haven, are immediately adjacent to the utility's existing territory. Each system has its own separate water plant and no additional water facilities need to be built to serve the territories. Service will be provided by extending existing transmission and distribution lines.

SSU is currently in compliance with Department of Environmental Regulation requirements. The utility provides quality water service to the residents of Lake County. Also, from the information filed with the application, SSU has demonstrated that it has the capability and financial resources to adequately serve the requested area.

Therefore, we find that it is in the public interest to amend Certificate No. 106-W to include the territory described in Attachment A of this Order, which by reference is incorporated herein. SSU has returned Certificate No. 106-W to this Commission

HOLIDAY HAVEN

Township 15 South, Range 28 East, Lake County, Florida.

Section 30 and 37

Commencing at the Northwest corner of Section 30, run South along the West line of said Section 30 and a Southerly projection thereof to the North right-of-way line of State Road No. 40; thence run Easterly along said right-of-way line parallel with and 50 feet North of the South line of the North 1/2 of Section 37, Township 15 South, Range 28 East; a distance of 2,300 feet; thence run North 200 feet to the Point of Beginning; thence run North 700 feet more or less to the South right-of-way line of Pearl Street; thence East along said right-of-way line 1,900 feet; thence run North 50 feet to the North right-of-way line of Pearl Street; thence run Easterly along said right-of-way line 340 feet; thence run North 130 feet to the South line of an existing canal; thence run Westerly along said canal line 340 feet; thence run North 1,050 feet; thence run West 1,870 feet; thence South 790 feet to the North right-of-way line of Tresspass Street; thence West along said right-of-way line 710 feet; thence run North 700 feet to the North line of Section 37, Township 15 South, Range 28 East; thence run North 79°30'33" West 200 feet; thence run South 530 feet; thence run West 250 feet; thence South 200 feet to aforesaid North right-of-way line of Tresspass Street; thence run West 202 feet; thence South 720 feet; thence East 330 feet; thence South 410 feet; thence East 1,000 feet more or less to the Point of Beginning.



# Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

## CASE REASSIGNMENT

---

**DATE:** March 21, 2001  
**TO:** NOREEN DAVIS, DIRECTOR, DIVISION OF LEGAL SERVICES  
**FROM:** BEV DEMELLO, DIRECTOR, DIVISION OF CONSUMER AFFAIRS  
**RE:** CASE REASSIGNMENT - REQUEST NO. 363306W - GEORGINA GIALLANZA V. FLORIDA WATER SERVICES

---

The attached case is being reassigned to:

**Division:** Legal Services

**Subject:** Territorial (easement) dispute. (Customer does not have an account with Florida Water.)

**Reason:** Customer does not want Florida Water Services company on her property.

**NOTE:** **THIS IS A CASE REASSIGNMENT.** The materials attached are ORIGINAL DOCUMENTS associated with this matter.

Please confirm your receipt of this material by signing the attached copy of this memo.

**NOTE:** Upon closure of the case, reroute the case originals back to the Division of Consumer Affairs for filing. Thank you.

MAR 21 2001

ORIGINAL

Request No. 363306W

Name GIALLANZA ,GEORGINA MS.

Business Name

<p><b>Consumer Information</b></p> <p>Name: GEORGINA GIALLANZA</p> <p>Business Name:</p> <p>Svc Address: 22421 TRESPASS TRAIL</p> <p>County: Lake Phone: (813)-996-4353</p> <p>City/Zip: Astor / 32102-</p> <p>Account Number:</p> <p>Caller's Name: GEORGINA GIALLANZA</p> <p>Mailing Address: 22539 SOUTH SHORE DRIVE</p> <p>City/Zip: LAND O' LAKES ,FL 34639</p> <p>Can Be Reached: (813)-996-4353</p>	<p><b>Florida Public Service Commission - Consumer Request</b></p> <p><b>2540 Shumard Oak Boulevard</b></p> <p><b>Tallahassee, Florida 32399</b></p> <p><b>850-413-6100</b></p>	<p><b>PSC Information</b></p> <p>Assigned To: LEG</p> <p>Entered By: NCHESTER</p> <p>Date: 02/20/2001</p> <p>Time: 11:23</p> <p>Via: PHONE (Phone/Mail/Fax/E-Mail)</p> <p>Prelim Type: FAILURE TO</p> <p>PO:</p> <p>Supmntl Rpt Req'd: / /</p> <p>Certified Letter Sent: / /</p> <p>Certified Letter Rec'd: / /</p> <p>Closed by:</p> <p>Date: / /</p> <p>Closeout Type:</p> <p>Apparent Rule Violation:</p>
<p><b>Utility Information</b></p> <p>Company Code: WS227</p> <p>Company: FLORIDA WATER SERVICES</p> <p>Attn. Kelly Childers363306W</p> <p>Response Needed From Company? Y</p> <p>Date Due: 03/13/2001</p> <p>Fax: 6W1,407-598-4268</p>	<p>Interim Report Received: / /</p> <p>Reply Received: 03/13/2001</p> <p>Reply Received Timely/Late:</p> <p>Informal Conf.: N</p>	

Customer states that there are pipes on her property. Customer states that the lines are on her property and not on an easement. Customer states that she has tried to contact the company regarding this on several occasions and can not get a response. Please investigate this matter, contact the customer and provide the Fl. Public Service Commission with a detailed written report by the due date.

Case taken by Nekey Chester  
Reply to:  
FAX# 850-413-7168  
E-mail: PSCREPLY@PSC.STATE.FL.US

02/21/2001: Received a call from Florida Water stating that Ms. Giallanza is not a customer of Florida Water; customer is with Astor Park Utilities. I asked the company representative to forward this

Request No. 363306W

Name GIALLANZA ,GEORGINA MS.

Business Name

ORIGINAL

information to the PSC in writing. RRoland

02/22/2002: I spoke to Ms. Giallanza. She confirms that she is not a Florida Water customer; however, she states that the company has placed water pipes on her property. She indicates that the pipes are not within the easement. She states that she had contacted her representative's office and that she was referred to the PSC. I advised her that the easement concern may be a nonjurisdictional issue for the PSC, but that I will have to verify and let her know. I spoke to C. Pena; transferring this inquiry to K. Smith for special handling. RRoland

February 23, 2001: This case has been reassigned to senior analyst Kate Smith for a proposed resolution. The case has turned into a "Public Official" inquiry. An e-mail has been forwarded to Paul Lowery on this case to proceed with the reassignment. Carmen Peña - Supervisor - Case Resolution & Analysis

2/23/2001 Case reassigned to K. Smith. P. Lowery

February 26, 2001: Customer called and asked that I call her back. I returned her call. The customer briefed me on her case. It appears that FWS went outside its territory to supply service to some customers. In so doing it, placed pipes and meters on the customer's property without her consent. She wants the pipes removed. She would like proof that FWS had an easement to work on her land. Customer said that FWS told her, "We don't ask permission. We ask forgiveness. We do what we want." It appears that the company did not obtain any permits to lay the pipe or set the meters.

I explained that I did not have the report yet. I told the customer I would review the report and, depending on the complexity of the issue, I would forward the complaint to our Legal staff or to the technical division. I told her we would keep her posted as the process unwinds. \_\_Kate

02/07/2001 Customer called. Customer was given the number for Division of Legal Services. RBGillander

03/07/2001 At 10:50 a.m., Ms. Giallanza called regarding this complaint. She says that the man she spoke with previously told her that the case was sent to the Legal Division. When she called Legal, Ms. Giallanza says that she was told to contact Consumer Affairs. I explained the report's due date is March 13, 2001. I also explained that the case has not been referred to our Legal Division at present. It appears that the person she spoke with previously misinterpreted Ms. Smith's note. Ms. Giallanza understands that the company has not had the proper time to respond. Shirley Stokes

March 13, 2001: Customer called. She asked whether or not the company sent in its report. I explained that I had not seen it, but I was still going through my mail. I told her that the company has until 5:00 p.m. today before it's considered late. She thanked me and ended the call. \_\_Kate

---

Request No. 363306W Name GIALLANZA, GEORGINA MS. Business Name \_\_\_\_\_

CONFIDENTIAL

March 13, 2001: Customer called again. She is very unhappy with the length of time this case is taking to process. She is going to contact the Office of Public Counsel for help. I told her that if we do not receive the report on time, we usually give another week then close and send to technical for show cause. I explained the show cause procedure. She feels we are too lenient and that FWS is just playing games with us. She said they do whatever they want and then ask for forgiveness later. And, they get it. She will call again at 9:00 tomorrow. \_\_Kate

March 13, 2001: I discussed this case with my supervisor. She advised me that this is a matter for our legal staff. She told me to call the utility and ask for its report. Then we can send the case to legal for further review. I called FWS and spoke with Kelly. She will check on the report and fax it over asap. \_\_Kate

03/13/2001 Received report via email indicating that the customer is not an FWS customer. Deliver to Kate Smith. eplendl

03/14/01 Customer called for Kate Smith. Kate was not available and customer asked for Kate's supervisor. Customer transferred to Carmen Pena. NChester

March 14, 2001: At approximately 9:06 a.m. I received a call from the customer. I explained to her the status of her case and also informed her that Kate had already spoken to me about her concerns. Ms. Giallanza was informed that Kate was in a briefing and that she would be calling her back at about 10:00 a.m. Kate is awaiting a reply from Florida Water. As soon as we receive this additional information, we will be forwarding this case to the Legal Division as it deals with a territorial dispute. The call ended at approximately 10:16 a.m. Carmen Peña - Supervisor Case Resolution & Analysis

March 14, 2001: I called the customer and explained the Interim Report from FWS. I told the customer that I had discussed the case with my supervisor. I was instructed to wait for the final report and then give file to my supervisor who will transfer the case to our attorneys for further review.

The customer is going to fax me additional information concerning the company's's lines on her property. I gave her my fax number and told her I would put it in the file for our attorney's review. She thanked me and took the fax number. \_\_Kate

March 14, 2001: Two faxes received from customer.

Fax One: Letter from SSU Services re:Application for Amendment of Certificate Number 105-W; letter from Robert Harper, President of Astor-Astor Park Water Association, to Holiday Haven II, Inc. agreeing to provide water service with 30 days to Joseph and Georgina Giallanza; and memo from Georgina Giallanza to Samantha Cibula, PSC, re: extension of service area of FWS.

---

Request No. 363306W Name GIALLANZA ,GEORGINA MS. Business Name \_\_\_\_\_

ORIGINAL

Fax Two had seven pages of attachments:

1. Memo from G. Giallanza to Kate Smith re:how water was given to her property by easement with Astor.
2. Letter from FWS to Ms. Bonita Brock explaining that her request for water is denied because her property is outside FWS's service territory. (Ms. Brock sold the property to Ms. Giallanza after water was promised by Astor.) Letter dated 10-2-2000.
3. Memo and 1 map from Astor showing its service territory vs FWS's service territory
4. Corporate Warranty Deed
5. Memo from G. Giallanza to Samantha Cibula, PSC, re:letter from Ms. Hennessey and number of residences.
6. Letter from FWS to Ms. Brock re:water service, dated 10-2-2000. \_\_\_Kate

March 16, 2001:Final report received. FWS stated that the FPSC asked FWS to expand its territory to serve the customer because Astor told the customer it would more than a year before it got out to her property. The customer did not own the property in question. FWS asked the customer to get a release from Astor Park as she was in its territory. Astor Park declined. FWS asked the customer to get a release from the owner. She was unable to do so. Astor agreed to serve the customer. FWS marked the pipes at Astor's request. Ms. Giallanza then began to claim FWS was trespassing on her property. The case was escalated to FWS's legal department. It was determined that FWS had a legal right to be in the roadway. The customer's case remains in FWS' legal department.

March 16, 2001: Case given to Carmen Peña for transfer to Legal for its review and response to the customer. \_\_\_Kate

March 16, 2001: This case has been reassigned to the Legal Division of Water & Wastewater. The customer has dispute with the company Florida Water Services over placement of pipes in her property and does not want them there. Carmen Peña - Supervisor Case Resolution & Analysis

3/21/2001 Case reassigned to the Division of Legal Services. P.Lowery

Request No. 363306W

Name GIALLANZA ,GEORGINA MS.

Business Name

Kate Smith

**From:** Mary Ann Szukala (FWS) [MaryAnn@florida-water.com]  
**Sent:** Friday, March 16, 2001 10:50 AM  
**To:** 'Ksmith@psc.state.fl.us'  
**Cc:** Kelly Childers (FWS)  
**Subject:** RE: Request No. 363306W

> -----Original Message-----

> From: Mary Ann Szukala (FWS)  
> Sent: Friday, March 16, 2001 10:31 AM  
> To: 'Katesmith@psc.state.fl.us'  
> Cc: Kelly Childers (FWS)  
> Subject: Request No. 363306W

>  
>  
>

> Dear Ms. Smith:

>

> This is an additional response to Ms. Giallanza's inquiry regarding water  
> lines.

>

> Ms. Giallanza came to Florida Water through the FPSC. They asked if we  
> would

> consider expanding our territory to service Ms. Giallanza since Astor Park  
> was telling her it would be another year before getting to her property.

> There were problems as she needed service within one month. Since this was  
> not in our territory we would have to receive FPSC approval and would have  
> to file a short form amendment application and wait for that approval.

> Also

> at that time Ms. Giallanza did not own the property and we would need to  
> have the owner request the service.

>

> We asked that Ms. Giallanza or property owner obtain a letter from Astor  
> Park Water Assn. stating that they would not object to our territory  
> amendment. (Astor Park Water Assn. is a community water company. They are  
> not regulated by FPSC, but could object to our application. Also, we buy  
> water from Astor Park.) Astor Park refused to give them a letter. We  
> explained that we could go no further without this release letter.

>

> Astor Park then agreed to run water out to this property. Ms. Giallanza  
> bought the property and when Astor Park called for utility line markings,  
> Florida Water Services went out and marked the location of the lines. Ms.

ORIGINAL

> Giallanza proceeded in calling ● stating that we were trespassing on ●  
> property. This was checked with our Operations and Legal (who  
> investigated  
> the easements.) Our legal dept. felt that we did have a legal right to be  
> on the road and questioned the claims of trespass. At this point Ms.  
> Giallanza was referred to our Legal Department.  
>  
> Ms Giallanza's property is outside of our territory and we do not serve  
> her.  
> If you require any further information, please call me at 407-598-4102  
>  
> Sincerely,  
> Mary Ann Szukala  
> Customer Service Supervisor

**ORIGINAL**

01/19/1999 15:42

856-413-6258

PUB SV COM1 LEG SV

PAGE 02



General Of  
1000 Color  
Appts. FL 3  
(407) 880-

Legal Notice: Application for Amendment  
of Certificate Number 106-W  
Holiday Haven  
Lake County, Florida

Notice is hereby given pursuant to Section 367.045, Florida Statutes, of the application of Southern States Utilities, Inc. to amend their certificate number 106-W to provide water service to the following described lands in Lake County, Florida:

See Exhibit "A"

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida, 32301, and a copy of said objection mailed to the applicant whose address is: Southern States Utilities, Inc., 1000 Cole Place, Apopka, Florida, 32703.

Very truly yours,

Southern States Utilities, Inc.

*Karla Olson Teasley*  
\_\_\_\_\_  
Karla Olson Teasley, Vice  
President - General Counsel  
and Secretary

ORIGINAL



ORIGINAL

October 13, 2000

Holiday Haven II, Inc.  
7039 Ashleigh Manor Court  
Alexandria, Virginia 22315

Re: Parcel No. 3, Tract "C"  
Alternate Key 2729406

The Astor-Astor Park Water Association will furnish water service within 90 days to Joseph and Georgina Giallanza per the conditions agreed upon at the board meeting October 10, 2000, between the Board of Directors and participants in attendance, Gary Miller, Henry and Mary Ann Tornwall, and Craig Brock.

Sincerely,

ASTOR-ASTOR PARK WATER ASSN., INC.

Robert Harper  
President

RH:lvh

cc: Joseph/Georgina Giallanza  
Gary Miller, Miller Realty  
Henry/Mary Ann Tornwall

Tuesday, September 26, 2000

3:23 PM

From:

Name: Georgina Giallanza

Company:

Phone: 813 996 4353

Fax: 813 996 2358

To:

Name: Samantha Cibula

Company: Public Service Commission

Phone: 850 413 6202

Fax: 850-413-6203

ORIGINAL

Total number of pages, including cover: 1

Message:

Ms. Sebula:

*Southern states 87 standard agreement  
was not bulk water*

Why did the Public Service Commission allow Florida Water to increase their service area after Astor Water had a bylaw in a petition of 1991 not to sell any additional bulk water?

*185*

*objecting to extension of service*

*93-0129*

Why did Florida Water Commission approve new customers in ~~1991~~ that were serviced since 1991?

*1993*

Mr. Levi pointed out the fact to Mr. Chandler that he was in violation of his own bylaws / Mr. Levi was aware of this it means that Florida Water was aware of the bylaws also but continued to pursue increased service area.

Please advise

Thank you

Georgina Giallanza

*Mr Chandler was not notified so he  
could protest*

March 14 2001

10:38 AM

**From:**  
**Name:** Georgina Giallanza  
**Company:**  
**Phone:** 813 996 4353  
**Fax:** 813 996 2358

**To:**  
**Name:** *KATE Smith*  
~~Georgina Giallanza~~  
**Company:** Public Service Commission  
**Phone:**  
**Fax:** 850-413-~~6200~~ *6106*

ORIGINAL

Total number of pages, including cover: 7

**Message:**  
Bonita Brock is Holiday Hven whom I purchased the property from which was based on my ability to get water which is required for septic. Since Florida Water denied me service, even though there lines are on my property, Astor Water was given easements from her to bring the water to my property. My tittle company states that there is not an easement for Florida Water.  
  
Thanks again will look forward to hearing from you  
  
Georgina Giallanza  
  
*my parcel  
AA Key 2729806  
1328349*



October 02, 2000

Ms. Bonita Brock  
REMAX Affiliates  
6084 Franconia Road, Suite A  
Alexandria, VA, 22310

Re: Water and Sewer service for Holiday Haven II, 1 single family house,  
near the Florida Water Services Holiday Haven system, Lake County

Dear Ms. Brock:

This letter is in response to your request for service. After review of the information you have provided to Florida Water Services, it has been determined that your project lies outside of our existing territory. Therefore, if you would like Florida Water Service to provide service to your project, a territory amendment must be filed with the Florida Public Service Commission (FPSC).

Florida Water Services is interested in providing service to your project. However, we require your assistance in this matter. Attached is an example letter that Florida Water Services would recommend you submit as part of the territory amendment process.

After review of your project needs, we have determined that water and wastewater capacity is available for your single family home at this time. An estimate of the fees due for water and sewer service for one single family house is attached. Please remit the amount listed as Total Capacity Fees to reserve your capacity and initiate the territory amendment. The amount listed as Total AFPI Fees will be due at the time of connection along with meter, tap administration and account deposits. Once construction is complete and you are ready for your connection, please call 1-877-397-8283 and select Option #1.

If you are interested in pursuing or have any questions concerning territory amendment, please feel free to call me at (407) 598-4160.

Sincerely,

Florida Water Services

A handwritten signature in black ink that reads "Sue A. Henesy".

Sue A. Henesy  
Development Engineer  
Developer Relations

Attachments

ORIGINAL



Facsimile Coversheet

DATE: 9-15-00 NO. OF PAGES INC. COVER 3

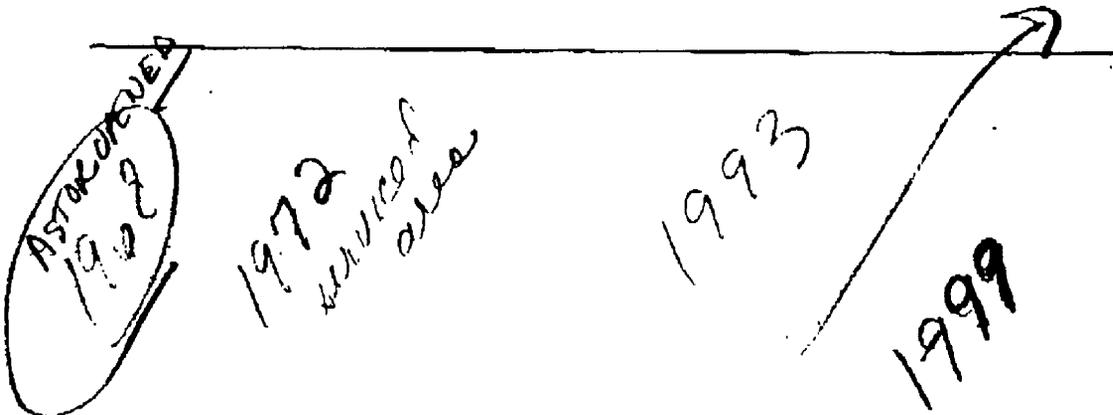
ATTN: Georgina TO: \_\_\_\_\_

SENDING FAX # 352-759-3479 RECEIVING FAX# 813-996-2358

FROM: Lu Ann Van Hoose

SUBJECT: Fl Water Services

REMARKS: Attached are two maps depicting FWS service area  
in Astor. I have outlined one of the maps in black showing  
the locations. We furnish water to the remaining area from  
Lake George on the West to Volusia Bar East of the river and  
South to Powell's Fish Camp.



P. O. Box 77 • Astor, Florida 32102 • (904) 758-2260

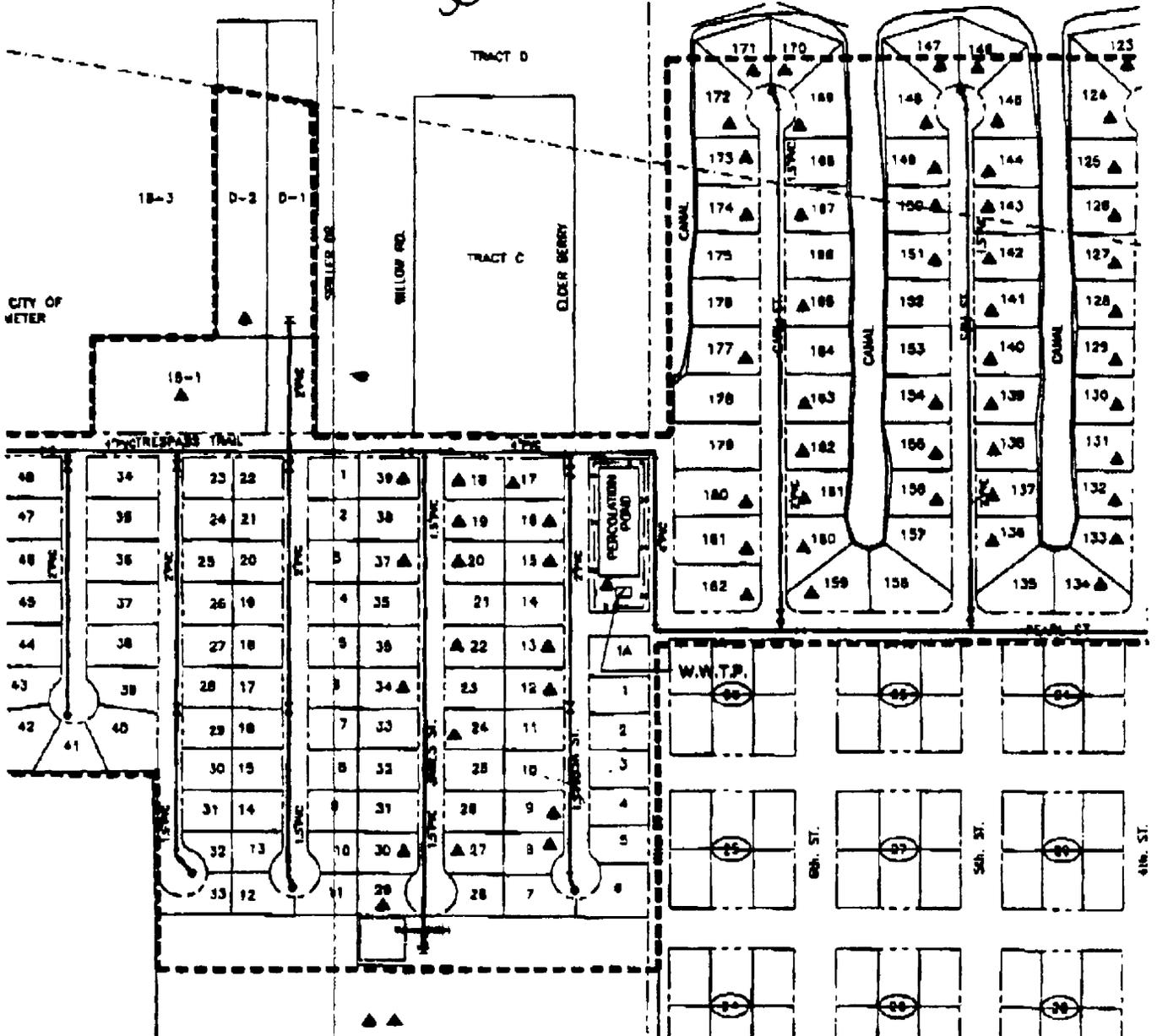
ORIGINAL

813 996-2358

Georgina

*this dotted line is our  
Service territory everything  
inside is ours  
and you are  
outside*

ORIGINAL



This instrument prepared by:  
Name: Susan Carey an employee of  
1st Land Title Services, Inc.  
Address: 226 West Alfred Street  
Tavares, FL 32778  
Return to: 1st Land Title Services, Inc.  
FILE NO. 1859  
Address: 226 West Alfred Street  
Tavares, FL 32778  
Property Appraisers Parcel Identification Number(s):  
301528300-00C-00000\00001  
Grantee(s) S.S #'s:

Doc 2000-06689  
Book: 1870 - 2281  
Pages: 2281 - 2281  
Filed & Recorded:  
10/17/2000 10:52:15 AM  
JAMES C. MASTON  
CLERK OF CIRCUIT COURT  
LAKE COUNTY  
RECORDING \$ 9.00  
TRUST FUND \$ 1.50  
DEED DOC \$ 1,225.00

ORIGINAL

Book 1870 Page 228

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS CORPORATE WARRANTY DEED** made and executed the 13th day of October, 2000 by *Holiday Haven II, Inc. a Florida Corporation*, and having its principal place of business at 7039 Ashleigh Manor Court Alexandria, VA 22315 hereinafter called the grantor, to *Joseph H. Giallanza and Georgina T. Giallanza* whose street address 22539 Southshore Drive, Land of Lakes, FL 34639 hereinafter called the grantee:

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the said grantor, for and in consideration of the sum of \$10.00 and other valuable consideration receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Lake County, State of Florida, is:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "C" OF HOLIDAY HAVEN CAMPSITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 64 AND 65, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 89° 34' 25" EAST 50.0 FEET TO THE WEST LINE OF HOLIDAY HAVEN CAMPSITES, UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 57 AND 58, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH 0° 28' 10" EAST ALONG SAID WEST LINE OF HOLIDAY HAVEN CAMPSITES UNIT NO. 3, A DISTANCE OF 958.99 FEET MORE OR LESS TO THE NORTH LINE OF TRACT "D" OF THE AFOREMENTIONED HOLIDAY HAVEN CAMPSITES AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN NORTH 89° 34' 25" WEST ALONG THE SOUTH LINE OF SAID TRACT "C" (ALSO BEING THE NORTH LINE OF POWELL'S SUBDIVISION, AS RECORDED IN PLAT BOOK 25, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) A DISTANCE OF 615.90 FEET TO A POINT THAT IS 43.57 FEET EAST OF THE WEST LINE OF TRACT "C", RUN THENCE NORTH 0° 27' 28" EAST PARALLEL WITH SAID WEST LINE OF TRACT "C" A DISTANCE OF 954.03 FEET TO THE NORTH LINE OF SAID TRACT "D"; THENCE EAST ALONG THE NORTH LINE OF TRACT "D" 666.12 FEET MORE OR LESS TO INTERSECT THE AFOREMENTIONED POINT "A".

THE SOUTH 50 FEET OF THE ABOVE DESCRIBED PROPERTY SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.

AND

THE WEST 43.57 FEET OF TRACT "C" AND THE EAST 43.57 FEET OF THE WEST 681.62 FEET OF TRACT "D", HOLIDAY HAVEN CAMPSITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 64 AND 65, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE SOUTH 50 FEET SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, AND THE WEST 50 FEET OF THE TWO ABOVE COMBINED LEGAL DESCRIPTIONS ARE SUBJECT TO A 50 FOOT EASEMENT FOR INGRESS AND EGRESS.

AND ALSO: THE WEST 50 FEET OF BLOCK 118, TOWN OF ASTOR TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 424 FEET OF SUBJECT PROPERTY.

Thursday, September 28, 2000

9:42 AM

**From:**

**Name:** Georgina Giallanza

**Company:**

**Phone:** 813 996 4353

**Fax:** 813 996 2358

**To:**

**Name:** Samantha Cibula

**Company:** Public Service Commission

**Phone:**

**Fax:** 850-413-6203

ORIGINAL

**Total number of pages, including cover: 1**

**Message:**

THIS is in response to our conversation yesterday. After our heated discussion about the events of the 4 way conference you said that you would call Ms.Hennessey and tell her to send the letter that she agreed to send to me regarding service for one (I still believe I stated that I would begin with 1 household and would want 3 more for my children to which I was told I had to reserve the sewer on first come first serve basis) but anyway.....the bottom line is that Ms. Hennessey said no problem with service to water/sewer to my property that she would send the letter. I will await the receipt of that letter even if just for one household water and sewer. I am saddened that you seemed to be upset with me when I am only asking the PSC to help me with this issue.

Georgina Giallanza



October 02, 2000

Ms. Bonita Brock  
REMAX Affiliates  
6084 Franconia Road, Suite A  
Alexandria, VA, 22310

Re: Water and Sewer service for Holiday Haven II, 1 single family house,  
near the Florida Water Services Holiday Haven system, Lake County

Dear Ms. Brock:

This letter is in response to your request for service. After review of the information you have provided to Florida Water Services, it has been determined that your project lies outside of our existing territory. Therefore, if you would like Florida Water Service to provide service to your project, a territory amendment must be filed with the Florida Public Service Commission (FPSC).

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If you are interested in pursuing or have any questions concerning territory amendment, please feel free to call me at (407) 598-4160.

Sincerely,  
Florida Water Services

A handwritten signature in cursive script that reads "Sue A. Henesy".

Sue A. Henesy  
Development Engineer  
Developer Relations

Attachments

Ellen Plendl

---

**From:** Mary Ann Szukala (FWS) [MaryAnn@florida-water.com]  
**Sent:** Tuesday, March 13, 2001 4:19 PM  
**To:** 'pscreply@psc.state.fl.us'  
**Cc:** Kelly Childers (FWS)  
**Subject:** Request No. 363306W

Dear Mr. Roland:

I sent in an e-mail response regarding Ms. Giallanza on February 21, 2001. Ms. Gillianza is not a Florida Water customer. I also called and spoke to you on the 21st of February regarding Ms. Gillianza.

Sincerely,  
Mary Ann SZukala  
Customer Service Supervisor

ORIGINAL

**Kate Smith**

---

**From:** Mary Ann Szukala (FWS) [MaryAnn@florida-water.com]  
**Sent:** Tuesday, March 13, 2001 4:55 PM  
**To:** 'Ksmith@psc.state.fl.us'  
**Cc:** Kelly Childers (FWS)  
**Subject:** Request No. 363306W

Dear Ms. SMith:

Ms. Giallanza is not a customer of Florida Water. I will be able to furnish you with a little more information regarding her inquiry by Fri. 3-16-01

Sincerely,

Mary Ann Szukala  
Customer Service Supervisor

**ORIGINAL**

**Kate Smith**

---

**From:** Shirley Stokes  
**Sent:** Wednesday, March 07, 2001 11:40 AM  
**To:** Ruth McHargue  
**Cc:** Kate Smith; Carmen Pena; Shirley Stokes  
**Subject:** Georgina Giallanza, 363306W

**Importance:** High

Ruth, you may want to review this with Robert.

-----

Kate, FYI

03/07/2001 Customer called. Customer was given the number for Division of Legal Services.  
RBGillander

03/07/2001 At 10:50 a.m., Ms. Giallanza called regarding this complaint. She says that the man she spoke with previously told her that the case was sent to the Legal Division. When she called Legal, Ms. Giallanza says that she was told to contact Consumer Affairs. I explained the report's due date is March 13, 2001. I also explained that the case has not been referred to our Legal Division at present. It appears that the person she spoke with previously misintrepreted Ms. Smith's note. Ms. Giallanza understands that the company has not had the proper time to respond. Shirley Stokes

**ORIGINAL**