

080 180

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Pursuant to Section 367.071, Florida Statutes)

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

RECEIVED-FPSC
08 MAR 27 PM 12:08
COMMISSION
CLERK

The undersigned hereby makes application for the transfer of the majority organizational control of Pasco Utilities, Inc. utility operating under Water Certificate No. 168-46 and/or Wastewater Certificate No. N/A located in PASCO County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Pasco Utilities, Inc.
Name of utility

(813) 877-8330 Phone No. (813) 879-3589 Fax No.

2700 N. MacDill Ave., #115
Office street address

Tampa City FL State 33607 Zip Code

P.O. Box 4118, Tampa, FL 33677
Mailing address if different from street address

MacDillColumbus@aol.com
Internet address if applicable

- CRP _____
- CCW _____
- CTD _____
- ECR
- GCL
- OPC
- RCA _____
- SCR _____
- SGA _____
- SEC _____
- CU
- OTH

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

hand forwarded to ECR

DOCUMENT NUMBER-DATE
02323 MAR 27 8
FPSC-COMMISSION CLERK

080180

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

Victoria Penick 727-848-8292
 Name U.S. Water Services Corp. Phone No.
4939 Cross Bayou Boulevard
 Street address
New Port Richey FL 34652
 City State Zip Code

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

Pasco Utilities, Inc.
 Name of utility
() 727-919-0408 727-848-7701
 Phone No. Gary Deremer/Cecil Delcher Fax No.
4939 Cross Bayou Blvd.
 Office street address
New Port Richey, FL 34652
 City State Zip Code
5320 Captains Court, NPR, FL 34652
 Mailing address if different from street address
GDeremer@uswatercorp.com
 Internet address if applicable

- CMP _____
- COM _____
- CTR _____
- ECR
- GCL 1
- OPC 1
- RCA _____
- SCR _____
- SGA _____
- SEC _____
- OTH _____

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

Gary Deremer - President
Cecil Delcher - Vice President

* original water tariff forwarded to ECR.

DOCUMENT NUMBER-DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

PART II FINANCIAL AND TECHNICAL INFORMATION

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

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

See Exhibit II - B

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

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

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

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

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

PART III NOTICE OF ACTUAL APPLICATION Exhibit III A.1-A.8

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

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

- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
 - (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
 - (4) the regional planning council;
 - (5) the Office of Public Counsel;
 - (6) the Public Service Commission's Office of Commission Clerk;
 - (7) the appropriate regional office of the Department of Environmental Protection; and
 - (8) the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- B) Exhibit III-B - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit III-C - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$ 1,500 ⁰⁰/₂₁ (for water) \$ _____ (for wastewater).

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

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**

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

PART V OTHER

- A) Exhibit V-A1 - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit V-B - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit V-C - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

PART VI AFFIDAVIT

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

BY: [Signature]
Applicant's Signature

Gary Deremer / Cecil Delcher
Applicant's Name (Typed)

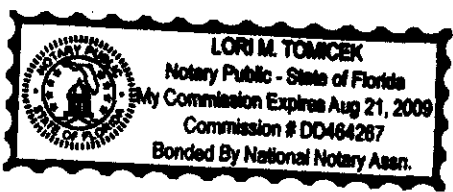
President / Vice President
Applicant's Title *

Subscribed and sworn to before me this 20th day of the month of March

in the year of 2008 by Gary Deremer + Cecil Delcher who ~~is~~ are

both personally known to me _____ or produced the following identification

Type of Identification Produced



[Signature]
Notary Public's Signature

Lori Tomicek
Print, Type or Stamp Commissioned Name of Notary Public

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

**Part II
Financial and Technical Information**

Exhibit A

**Transfer of Major Control
PSC Application – Pasco Utilities, Inc.**

Pasco Utilities, Inc. was established many years ago and has been maintained as a family owned entity since that time. The shareholders wish to sell Pasco Utilities and related service territory assigned. Gary Deremer and Cecil Delcher (buyers), have many years experience in private and public water and wastewater operations, maintenance, construction and compliance. It is felt that the expertise that will be afforded Pasco Utilities, Inc. will certainly benefit the local service area and enhance the management of the Utility.

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

Please see resume of Gary Deremer included within this Exhibit.

51% Ownership

Please see resume of Cecil Delcher included within this Exhibit.

49% Ownership

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

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

DOCUMENT NUMBER-DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

CECIL DELCHER - Resume

4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

Ph: 727-848-8292 Fx: 727-848-7701

Background:

Mr. Delcher has been in the construction field for over thirty years, and has participated in the construction of a wide range of utility, housing and major public works projects in Florida. He has extensive knowledge of the construction process, and the management of large construction projects to ensure quality that meets project specifications, both in terms of cost and time constraints. Successful business relationships have been enjoyed with associates and developers such as US Homes and Lindrick Corporation over the years. Mr. Delcher's attention to detail and excellent client communication have resulted in many repeat projects based on long term successful relationships he has established, both with public and private clients.

Current Professional Experience:

U.S. Water Services Corporation – Vice President, Principal and Certified General Contractor. U.S. Water Services Corporation, is a firm initiated by a group of water and wastewater professionals with high levels of expertise in relation to the business, technical and construction aspects particular to the government regulated water treatment industry. Responsibilities include oversight of bidding, planning and quality control on all major construction projects as well as participation of overall business direction of the company.

D N D Property Partners, Inc. – Vice President and Principal. Property holding company particularly related to provision of water wells for public water systems.

Past Professional Experience:

Azurix North America

- 11/00 – 05/03 General Contractor Qualifier. In his role as a General Contractor, Mr. Delcher was responsible for quality control on all major construction projects. During this period of time, the company's construction divisions were responsible for up to \$10,000,000 of construction annually.

- Services performed under his supervision included building construction, major water and wastewater plant rehabilitation and reconstruction, new plant construction, water distribution and wastewater collection line installation, as well as wastewater lift station and force main construction.

H2O Utility Services, Inc.

- 01/97-11/00 General Contractor Qualifier. H2O Utility Services, Inc. was acquired by the Azurix North America 11/00. Responsibilities included building construction, major water and wastewater plant rehabilitation and reconstruction, new plant construction, water distribution and wastewater collection line installation, as well as wastewater lift station and force main construction and advisement on general business matters. Knowledge and insight gathered from his extensive utility construction experience proved invaluable assisting the company successfully construct a wide range of water and wastewater facilities around the State.

Lindrick Corporation

Housing and Utility System Development.

US Homes, Inc.

National representative residential and multi-unit housing construction.

Utility and Public Works Projects:

- Constructed 30,000 sf corporate office building – 2000-2001
- Constructed 150,000 gallon elevated storage tank and other water system improvements for the City of Mascotte – 1999
- Constructed master lift station for 1,000,000 gpd tie in of Gulf Harbors WWTP to City of New Port Richey system - 1999
- Constructed Chapel Avenue wastewater pumping station improvements for the City of Port Richey – 1999
- Constructed wastewater pumping station and fire service line for Evangel Assembly of God – Orlando, Florida – 1999
- Constructed duplex submersible wastewater Pumping station for Manatee County – 1999
- Constructed wastewater lift station for Lecanto Middle School – Citrus County School Board - 1999

- Demolition of 150,000 gpd Tarpon Lake wastewater treatment plant and restoration of site for Pinellas County – 1998
- Constructed tertiary filter and flow equalization system modifications to Country Meadows 300,000 gpd wastewater treatment facility, Plant City - 1998
- Constructed new aerobic digester and other plant modifications for 0.36 mgd Jasmine Lakes wastewater treatment facility - 1998
- Constructed hydropneumatic tank and water system improvements for Florida Church of God, Wimauma - 1998
- Constructed ground storage tank modifications for the City of Port Richey water treatment plant – 1994
- Constructed sedimentation basin modifications for the City of Port Richey water treatment plant – 1994
- Relocated the City of Port Richey water treatment and storage facility – 1992
- Constructed the Clay Shake Bridge for the City of Port Richey - 1991
- Constructed the Cross Bayou Bridge for Pasco County – 1983
- Constructed upgrades and modifications to the Lindrick Service Corporation Gulf Harbors to 1,000,000 gpd wastewater treatment plant - 1982
- Constructed three miles of canal in Sea Forest subdivision in Pasco County – 1982
- Constructed 60,000 gpd Highland Lakes potable water treatment plant – Pinellas County – 1973

Education:

- University of Florida, Bachelor of Science, Business Administration – 1960

Professional Certifications and Licenses:

- Licensed General Contractor – State of Florida, 1972, Certificate # CGC-003307
- Florida Wastewater Treatment Certificate, “C”, #5902
- Commercial Pilot’s License, Instrument Rating

Military:

- Patrol Plane Commander, Pacific Fleet
- Retired Lieutenant Commander, USNR

Gary Deremer

President

Background

Mr. Deremer brings more than 23 years of progressive, successful experience in all phases of water and wastewater services including management of municipal and private systems, professional consulting, engineering/technical, complete utility operations, environmental laboratory services, maintenance, management and construction. His diverse career has allowed him the opportunity to provide technical guidance to specialized engineering groups and which has enabled him to facilitate improved operational designs. He is well known for maintaining the highest level of integrity in business activities and field services. Mr. Deremer is respected at all levels within the regulatory agencies, including the Florida Department of Environmental Protection, the various Water Management Districts, and the Florida Public Service Commission, and is majority shareholder of numerous private utility companies within the State of Florida.

Present Responsibilities

U.S. Water Services Corporation (USWSC)– Principal Founder and President, Mr. Deremer is responsible for overall strategic growth, management, business development and quality control of utility design, construction, operation and maintenance providing services to more that 450 clients.

Most Recent Project Experience

Specialized Technical Support Services: Ongoing provision of technical support to a number of large national engineering firms relating to system design, process control, facility operations, troubleshooting, facility commissioning, and cost estimating for both construction and operations.

St. Luce West Utility District - Florida: Project Manager assigned to resolve lead exceedance issues for 4.0 mgd Reverse Osmosis (RO) Treatment System; utilizing calcite reactors for stabilization. Project involved quick turn-around design/build solution in which USWSC performed both the engineering and construction service to resolve corrosive water issue.

City of Port Richey – Florida: Provision of ongoing technical support, serving approximately 9,000 residents on gulf coast. USWSC provides engineering services including system expansion for the WTF and WW Collection systems, plan reviews, storm water utility management, impact fee rate studies and other related services. Additionally, USWSC provides complete contract operations for the City's 2MGD filtration water treatment facility.

St. Johns County School Board: Startup and commissioning at new RO treatment system in St. Johns County.

Everglades City - Florida: Evaluated the water and wastewater treatment systems of the City of Everglades City. Project included recommendations to restore wastewater treatment facility (WWTF) to advanced wastewater treatment (AWT) standards and the construction of new chloramine disinfection system for the water treatment facility (WTF).

Florida Keys Aqueduct Authority: Provision of ongoing technical support relative to best available treatment (BAT) and advanced wastewater treatment (AWT) treatment in the Florida Keys at the Bay Pointe, Layton and Little Venice facilities.

Key Largo Wastewater Treatment District – Florida: Technical review of proposed wastewater treatment system expansion to 2.0 mgd for advanced wastewater treatment (AWT) facility. Provides technical review of plans, specifications, on-site chemical optimization, reviews system operations and maintenance procedures and make recommendations of utility policies and procedures.

Sioux City, Iowa: Technical support provided to develop treatment design alternatives for nutrient removal system for 23.0 mgd wastewater treatment facility. Review process designs and planning documents, perform cost estimates for various treatment and design alternatives.

Islamorada, Village of the Islands: Coordinated the commissioning of a new advanced wastewater treatment membrane wastewater treatment facility. Project included the startup of an extremely complex .35 mgd membrane treatment facility along with a vacuum collection system.

FDEP – John Pennekamp State Park: Project manager for the design of nutrient removal system. Project included the use of a multiple oxic/anoxic design configuration to treat high ammonia loading generate at the park by low-flow toilets and marine pump outs. After implementation of design, system was capable of reliable TN reduction from 150 to 200 mg/L to less than 10 mg/L TN.

General Description of Professional Experience

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

Specific Professional Experience

City of Port Richey, Florida

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

American Water Services, Inc.

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

direction for the Division. The division consisted of more than 150 employees with estimated annual sales in excess of \$24,000,000.00 for the year 2002.

- Prepared and implemented a merger plan to amalgamate H₂O Utility Services, Inc., & Culligan Operating Services into a Florida Operations and Maintenance Group. The merger plan provided the foundation and blueprint for the Florida Operations and accurately identified areas of administrative consolidation including office locations, equipment and staffing resources, the cross marketing of business lines within and outside of the Florida group, the creation of geographical regions to enhance customer service and increase profitability, and future markets. The plan was successfully implemented in January 2001 as demonstrated by achieving target margins, staffing stability, increased market share and notable growth.
- Secured in excess of \$160,000,000.00 in aggregate value of new business in the areas of utility operation, maintenance and construction during the year of 2001. This included selection by the Florida Governmental Utility Authority as preferred operating company for their pending purchase of the Florida Water Utility System. Mr. Deremer led the proposal team and negotiations on a proposal that totaled approximately \$40,000,000.00 per year in value.
- In late 2001 expanded to create an additional region in the US Virgin Islands. Initial presence in the market was established, the region became self-supportive in regard to revenue, and high levels of growth were obtained.

Founder H2O Utility Services, Inc. 1993

- President from inception to 2000 when this company was sold to Azurix/American Water Services, Inc. As a utility operations and maintenance company, the company primarily provided utility related services within the State of Florida. In 1998 the company was expanded to provide Engineering, General Contracting and Laboratory Services. The company experienced progressive growth and substantial profitability and became part of a national company at the time of sale.

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

- Managed a twenty million dollar water and wastewater utility system. Utility system services approximately 9,000 residents in West Pasco County, Florida. Developed and implemented plans and procedure for the efficient operation and maintenance of the City's utility system.
- Conducted feasibility studies for private utility systems acquisition.
- Supervised personnel engaged in utility billing, inspection, water and wastewater operation, and maintenance.
- Made recommendations to City Council regarding sufficiency of rates, capital improvements, budgeting, staffing and utility related contracts.

Additional Professional Activities

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

Education

- California State University, Sacramento. Advanced Waste Treatment Course. January 1994.
- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Wastewater Collection. Technology training Course. September 1993
- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Water Distribution B Technology Training Course. April 1993.
- Florida Chamber of Commerce Environmental Permitting Summer School. July 1991, August 1990.
- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Wastewater Collection Class C Technology Training Course. August 1991.
- California State Univ. Sacramento. Operation of Wastewater Treatment Plants. Volume I: July 1991. Volume II: August 1991.
- Pinellas Vocational Technical Institute. Florida Water and Pollution Control Operators Association. Backflow Prevention Assembly Tester Training Course. September 1990.
- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Water Distribution Class C Technology Training Course. August 1990.
- California State University Sacramento. Operation and Maintenance of Wastewater Collection Systems. Volume I: June 1990. Volume II: September 1990.
- California State University, Sacramento. Operation and Maintenance of a Water Distribution System. February 1990 .
- Michigan State University. Supervisory Management in the Water/Wastewater Field. November 1990.
- University of Florida. Water Treatment Plant Operations Course. December 1988.
- California State University, Sacramento. Water Treatment Plant Operation. Volume I: January 1988. Volume II: July 1988.
- Pinellas Vocational Technical Institute. Water Operations Training Program Class C. December 1986.
- Florida Water and Pollution Control Operators Association. Water and Wastewater Treatment. Annual Short School. December 1986. October 1987. February 1988.

Professional Certifications

Note: State of Florida, Department of Business and Professional Regulation: Underground Utility Contractor – recently successfully passed examination, license application in process.

- State of Florida, Department of Business and Professional Regulation: Licensed Water Treatment Plant Operator, Certification (#COA5894)
 - **Class A** February 1989
 - **Class B** August 1988
 - **Class C** February 1987
 - **Class D** November 1986
- State of Florida, Department of Business and Professional Regulation; Licensed Wastewater Treatment Plant Operator. Certification (#COB8727).
 - **Class B** July 1994

- **Class C** May 1993
- Wastewater Collection Technician.
Class A Certification #358 July 1997
- Wastewater Collection Technician.
Class B Certification #563. October 1993.
- Wastewater Collection Technician.
Class C Certification #1351. August 1991.
- Backflow Prevention Assembly Tester. Certification #7.
- Water Distribution Technician.
Class A Certification #285 July 1997
- Water Distribution Technician.
Class B Certification #371, April 1993.
- Water Distribution Technician.
Class C Certification #996. August 1990

Professional Memberships

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

Part II
Financial and Technical Information
Other Utility Entities Owned

Exhibit B

Transfer of Major Control
PSC Application – Pasco Utilities, Inc.

Virginia City Utility Company	WU864 - Gary Deremer/Community Utilities of Florida, Inc.
Dixie Groves Utility Company	WU865 – Gary Deremer/Community Utilities of Florida, Inc.
Colonial Manor Utility Company	WU894 – Gary Deremer & Cecil Delcher
Holiday Utility Company, Inc.	WU111 – Gary Deremer/Holiday Waterworks Corporation

DOCUMENT NUMBER - DATE

02323 MAR 27 8

PSC-COMMISSION CLERK

Part II
Financial and Technical Information
Purchase Agreement

Exhibit C

Transfer of Major Control
PSC Application – Pasco Utilities, Inc.

- 1) Purchase Agreement**
- 2) Agreement to Close Prior to Approval**

DOCUMENT NUMBER-DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

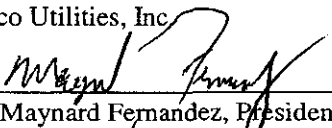
**AGREEMENT TO CLOSING PRIOR TO
PUBLIC SERVICE COMMISSION APPROVAL**

BY THIS INSTRUMENT, in connection with the sale of water utility assets currently known as the **Pasco Utilities, Inc.**, ("Seller") a Florida Corporation, to **Gary Deremer and Cecil Delcher**, ("Buyer") the parties agree that the transaction remains contingent upon the approval of the Public Service Commission and that the closing is subject to rescission if the approval is not granted, the buyer agrees to operate the system and to keep bookkeeping and other records in a form as close as possible to that used by Pasco Utilities, Inc., prior to the sale.

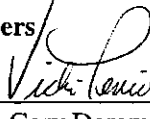
BUYER acknowledges that the transaction is being executed at this time at his request and that:


1. Buyer shall hold seller harmless from any loss suffered as a result of closing before the approval of the Public Service Commission, including, without limitation, liability for fines levied by the Commission.
2. Any additions, repairs, improvements to any real property or personal property conveyed to buyer shall be made at the buyer's expense, and seller shall be under no duty to reimburse buyer for any such expenses if the Public Service Commission approval is not granted. Income generated by the assets purchased shall be the property of buyer, who may use the income in making any such additions, repairs and improvements. However, buyer shall not mortgage or pledge any future income generated by the assets, in order to finance such repairs, additions or improvements prior to such approval.
3. Certain prorations to have been preformed at closing, will be made within a reasonable time after closing rather than as an adjustment at closing. Any net amount owed shall be paid by the obligor in cash, promptly after the computation of the prorations have been completed.

Signed:

Pasco Utilities, Inc.
By: 
Maynard Fernandez, President

Date: 1/28/08

Buyers/
By:  Attorney in Fact for
Gary Deremer

By: 
Cecil Delcher

Date: 01-28-08

AGREEMENT FOR PURCHASE AND SALE OF SHARES

THIS AGREEMENT (the "Agreement") is entered into in Port Richey, Florida, on the 28 day of ~~February~~ January, 2008, between GARY DEREMER AND CECIL DELCHER, hereinafter referred to as "Buyer", and MAYNARD FERNANDEZ, hereinafter referred to as "Seller".

RECITALS

A. The Seller is the owner of 240 of the issued and outstanding shares of common stock issued by PASCO UTILITIES, INC., a Florida corporation, (the "Corporation") which represents 100% of the authorized capital stock of the Corporation.

B. The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller 240 shares of the issued and outstanding shares of capital stock of the Corporation, hereinafter referred to as the "Stock", upon the terms and conditions contained herein.

THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE OF STOCK. Subject to the terms and conditions of this Agreement, the Seller agrees to sell, transfer and assign to the Buyer, and the Buyer agrees to purchase, 240 shares of Common Stock of the Corporation, such shares in the aggregate constituting ONE HUNDRED PERCENT (100%) of all of the issued and outstanding capital stock of the Corporation. Specifically, Seller shall transfer Stock Certificate #01 representing 122 shares of Common Stock of the Corporation to Gary Deremer and Stock Certificate #02 representing 118 shares of Common Stock of the Corporation to Cecil Delcher.

2. PURCHASE PRICE. The total price to be paid by the Buyer to the Seller for the Stock being sold hereunder shall be Three Hundred Seventy-five Thousand dollars (\$375,000.00).

3. PAYMENT OF PURCHASE PRICE. The purchase price described in Paragraph 2 hereof shall be paid as follows:

(a) Method of Payment

- (i) \$10,000.00 upon execution of this Agreement.
- (ii) Buyer shall make down payment of Forty Thousand dollars (\$40,000.00) by federal wire transfer or certified cashier's check drawn on a local bank to be delivered to the Seller at the time of closing.
- (iii) Buyer shall pay the remaining Three Hundred Twenty-five Thousand dollars (\$325,000.00) to Maynard Fernandez, at 9% interest, payable in monthly in installment payments of Three Thousand Two Hundred Ninety-six and 37/100 dollars (\$3,296.37) per month.

Initials: MD
GD

(b) Conditions on Installment Payments

- (i) Buyer shall execute a note, further specifying the method of payment of installments to Seller, of substantially the form provided in Exhibit "3(A)" (the "Note"), and Security Agreement, of substantially the form provided in Exhibit "3(B)." As further security provided to the Seller, the Corporation shall execute a mortgage of substantially the form provided in Exhibit "3C", and a Security Agreement, of substantially the form provided in Exhibit "3(D)". The mortgage and the security agreements referred to in this paragraph shall be collectively referred to in this Agreement as the "Security Instruments."
- (ii) The Stock and other property, real and personal, identified in the Security Instruments shall serve as collateral for the installment payments made to Seller.
- (iii) The Stock certificates shall be retained by the Seller until the Note is paid in full.

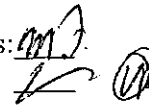
4. THE CLOSING, THE CLOSING DATE, and CLOSING COSTS. The closing date for this sale shall be January 28, 2008 with an effective date of January 28, 2008, or such date as the Buyer and the Seller may mutually agree. The closing shall be held at the office of de la Parte & Gilbert, P.A., 101 E. Kennedy Blvd., Suite 3400, Tampa, FL 33602. At closing, Buyer shall pay the costs of all documentary stamp taxes due on the Note, Security Instruments, and financing statement(s), the costs of filing the financing statement(s), and the cost of recording the Note and Security Instruments.

Upon transfer of the Stock to Buyers, Buyers shall execute consents appointing new officers of the Corporation. The appropriate newly appointed officer(s) of the Corporation shall execute the Note, Mortgage and Security Agreement on behalf of the Corporation.

5. Cancellation of Prior Note given to Maynard Fernandez by Pasco Utilities, Inc. Upon execution of the Note and the closing of this sale, Maynard Fernandez releases and discharges the Corporation from any and all further liability upon that certain prior note in the amount of \$199,000, of uncertain date, given by the Corporation to Maynard Fernandez.

6. Default. If the Buyer fails to perform this Agreement within the time specified, any deposits paid by the Buyer may be retained by or for the account of the Seller as liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims, whereupon all parties shall be relieved of all obligations under the Agreement, or the Seller, at its option, may proceed at law or in equity to enforce its legal rights under this Agreement. If, for any reason other than failure of the Seller to render its title marketable after diligent effort, the Seller fails, neglects, or refuses to perform this Agreement, the Buyer may seek specific performance or elect to receive the return of its deposits.

7. Representations and Warranties of Seller. The Seller makes the following representations and warranties to the Buyer:

Handwritten initials and signatures, including a large 'M' and a circled 'D'.

7.1 Recitals. All of the recitals in the preamble to this agreement are true and are incorporated in this Agreement as representations of the Seller.

7.2 Title. The Seller has good, absolute, and marketable title to the stock, free from all liens, claims, and encumbrances. The Seller has the unfettered right, power, and authority to sell all of the stock under this agreement. Delivery of the stock to the Buyer as contemplated by this Agreement will vest unencumbered title to the stock in the Buyer.

7.3 Financial Statements. The Seller has delivered the financial statements of the Corporation to the Buyer. These financial statements are true and correct and have been prepared according to generally accepted accounting principles and there are no liabilities of the Corporation that are not disclosed in these statements. Since the date of the most recent of these financial statements, the Seller warrants that the Corporation has not made any distributions to shareholders or employees, created any obligations or liabilities or transferred any assets outside the ordinary course of business, or canceled any debts or waived any rights. The Seller further warrants that the Corporation will not do so before closing without the express prior written consent of the Buyer.

7.4 Taxes. The Corporation has filed all required federal, state, and local tax returns and has fully paid all federal, state, and local taxes due. The Corporation has fully complied with all provisions of all federal, state, and local tax laws. The Corporation has not had any tax deficiencies proposed or assessed against it and has not executed a waiver of the statute of limitations on the assessment or collection of any tax. No taxing authority has audited the books, records, or returns of the Corporation. If a tax deficiency of the Corporation relating to events occurring before the closing is determined after the closing, the Seller shall be responsible for the full payment of any such deficiency.

7.5 Litigation. There is no litigation, arbitration, or other legal, judicial, administrative, or government action against the Corporation or its assets. Neither the Seller nor the Corporation is aware of any facts that might give rise to such a proceeding.

7.6 Compliance with Laws and Corporate Instruments. The business and operation of the Corporation complies with all applicable federal, state, and local laws, ordinances, rules, and regulations, and with all provisions of corporate Articles of Incorporation, Bylaws, and Resolutions.

7.7 Assets. All assets, including but not limited to leasehold interest, all real property, all tangible and intangible personal property, all contracts, all accounts receivable, deposits held for the Corporation by third parties, all patents and trademarks, and all insurance policies of the Corporation, are unencumbered. Performance of this Agreement will not alter the Corporation's title to any of its assets.

7.8 Compensation of Officers and Others. There has not been any change in the rate of compensation paid any officer, director, employee, agent, or consultant of the Corporation from that paid on the date of the Exhibit A financial statements. No such change will be made before closing without the express prior written consent of the Buyer.

7.9 Corporate Records. Seller shall provide all corporate records in its possession to Buyer, including copies of the Articles of Incorporation and Bylaws of the Corporation.

7.10 Disclosure. No representation or warranty furnished by the Seller to the Buyer in this Agreement contains any untrue statement of a material fact or omits any material fact required to make such statements not misleading.

8. Representation and Warranties of Buyer. The Buyer makes the following representations and warranties to the Seller:

8.1 Broker. No broker has been involved in the procuring of the Buyer or in the negotiation of this Agreement.

8.2 Intrastate Transaction. The Buyer and Seller are residents of Florida. The Corporation is a Florida Corporation. All negotiations and communications relating to this transaction took place within Florida.

8.3 Power of Buyer. The Buyer has full power and authority to enter into and to consummate this Agreement.

8.4 Purpose of Purchase. The Buyer is purchasing corporate stock under this Agreement neither for investment nor for resale. The Buyer intends to be personally involved in the management of the business of the Corporation, and realizes that the success or failure of the Corporation after the sale of stock under this Agreement will depend primarily on the efforts and ability of the Buyer rather than on the efforts of others.

8.5 Origination of Transaction. The transaction contemplated by this Agreement was initiated by the Buyer's inquiry rather than by any offering by the Seller.

8.6 The warranties and representations of the Buyer shall be true as to the date of this Agreement and shall continue to be true until closing.

9. Conduct of Corporation Business Pending Closing. The Seller agrees that from the date of this Agreement until closing:

9.1 Full Access. The Buyer and its authorized representatives shall have full access during normal business hours to all property, books, records, contracts, and documents of the Corporation in Seller's possession. The Buyer agrees to hold all information received from the Corporation in confidence until after the closing. If for any reason closing does not occur, Buyer agrees to hold all information from the Corporation in confidence in perpetuity. The rights and obligations created under this provision shall survive termination of this Agreement.

9.2 Regular Course of Business. Except with the prior written consent of the Buyer, the Corporation shall operate in the ordinary course of business.

9.3 Contracts. Except with prior written consent of the Buyer, the Corporation will not enter into any new contracts or incur any new indebtedness outside of the ordinary course of its business and all existing contracts are identified on the attached Exhibit "9.3".

9.4 Compliance With Laws. The Corporation and the Seller will comply with all laws and all provisions of this Agreement.

10. Conditions Precedent to Buyer's Obligation. The Buyer's obligation to perform under this Agreement shall be subject to the satisfaction of the following conditions before or contemporaneously with closing:

10.1 Truth of Warranties and Representations. The warranties and representations of the Seller shall be true as to the date of this Agreement and shall continue to be true until closing.

10.2 Actions of Corporation. The actions of the Corporation shall have complied with the provisions of paragraphs 6 and 8 of this Agreement.

10.3 Resignation of Directors and Officers. The Seller shall deliver resignations of all officers and directors of the Corporation to the Buyer.

10.4 Employment Agreements. There are no existing employment agreements.

10.5 The Seller shall deliver a full and complete list of all customers to the Buyer.

10.6 Any necessary regulatory approvals that have been obtained, including but not limited to Florida Public Service Commission Operating Certificate, permitting and registration of wells by local and state agencies, permitting by Florida Department of Environmental Protection and any regulatory agency correspondence relating to operation or permitting of the facility.

11. Indemnity of Buyer; Liabilities of Corporation. Seller acknowledges and agrees to indemnify and hold Buyer harmless from any liability or damages that result from the violation of any warranty or representation contained herein, or for any liability, claim or demand of the Corporation after the closing resulting from events or business of the Corporation occurring prior to closing. Notwithstanding the foregoing sentence, Buyer shall be responsible for the following liabilities of the Corporation: (1) Corporation's liabilities due and payable to U.S. Water Services at the time of signing of this agreement which total approximately \$75,000.00; (2) Corporation's liabilities and obligations to Corporation's customers who have paid a deposit to the Corporation; (3) PSC regulatory assessment in the amount of approximately \$5,800.00, which is due in February, 2008.

12. Records of the Corporation. For a period of 5 years following the date of closing, the books of account and records of the Corporation covering the time before the date of closing shall be made available by the Buyer for inspection and use in connection with tax audits. The Buyer agrees to keep any information obtained in such inspection confidential.

13. Notices. Any notice, communication, request, approval, or consent that may be given or that is required to be given under the terms of this Agreement shall be in writing, and shall be delivered or mailed by first class mail, and shall be deemed validly served and given on the date of delivery if given by personal delivery or three (3) days after the postmark date if given by first

class mail. The notice shall be sent to the following address or to another address as each party may designate for itself by like notice given in accordance with this section.

If to Seller:

Attn: Maynard Fernandez
40 Sandpiper Road
Tampa, FL 33609

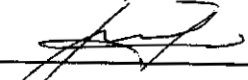
If to Buyer:

Attn: Gary Deremer and Cecil Delcher
4939 Cross Bayou Boulevard
New Port Richey, FL 34652


14. Governing Law. This Agreement shall be governed in its enforcement, construction, and interpretation by the laws of the state of Florida.
15. Invalidity of Provisions. The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other terms, conditions, provisions, or covenants of the Agreement.
16. Attorneys' Fees and Costs. In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.
17. Good Faith Efforts. The Seller and the Buyer covenant to use their best efforts both before and after closing in good faith to comply with the provisions of this Agreement.
18. Assignment by Buyer. The Buyer shall have the right to assign this Agreement without the prior written consent of the Seller. In the event Buyer assigns this Agreement, Buyer shall not be released from liability under this Agreement.
19. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision in it.
20. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended or modified except in a writing signed by both parties. All prior understandings and agreements between the parties are merged in this Agreement, which alone fully and completely expresses their understanding.
21. Successors. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, and personal representatives.
22. Construction. This Agreement shall not be construed against either party regardless of who is responsible for its drafting.

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

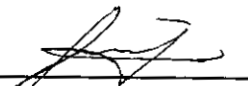
(Witnesses)



Cecil Delcher

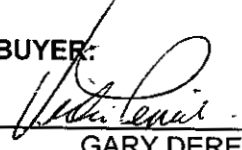


Cecil Delcher



Cecil Delcher

BUYER:



As Attorney In Fact For
GARY DEREMER






CECIL DELCHER

SELLER:



MAYNARD FERNANDEZ

#193485v5

Initials: 
 

Part II
Financial and Technical Information

Exhibits D and E

Transfer of Major Control
PSC Application – Pasco Utilities, Inc.

The buyers, Gary Deremer and Cecil Delcher, have executed the financial transaction relating to the purchase of Pasco Utilities, Inc., to take control and ownership pending PSC approval. The funds utilized for purchase were provided by Mr. Deremer and Cecil Delcher jointly. Financial statements are included for your review as well as purchase agreement for which they are personally responsible.

DOCUMENT NUMBER - DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

NOTE

01-28-08
(Date)

Tampa
(City)

Florida
(State)

1. BORROWERS PROMISE TO PAY

In return for a loan that I, the undersigned, (if more than one, each of them jointly and severally) have received, I promise to pay in U.S. dollars, Three Hundred Twenty-five Thousand dollars (\$325,000.00) (this amount is called principal), plus interest, to the order of the Lender. The Lender is Maynard Fernandez, whose address is 40 Sandpiper Road, Tampa, FL 33609. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the Note Holder.

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a fixed annual rate of nine percent (9%).

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on March 1, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on March 1, 2023, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the maturity date.

I will make my monthly payments at 40 Sandpiper Road, Tampa, FL 33609, or at a different place if required by the Note Holder.

Initials:  

(B) Amount of Monthly Payments

My monthly payment will be in the amount of Three Thousand Two Hundred Ninety-six and 37/100 dollars (\$3,296.37) in the form of U.S. Dollars which shall constitute principle and interest calculations per attached amortization schedule.

4. BORROWERS RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a prepayment. When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the principal amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the maximum legal limit, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the maximum legal limit; and (ii) any sums already collected from me which exceeded the maximum legal limit will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWERS FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the late charge will be \$100.00. I will pay this late charge promptly but only once on each late payment. The foregoing late charge is provided to compensate the Note Holder for its expense in collecting and administering delinquent payments and is not to be construed as interest.

(B) Default

If I do not pay the full amount of each monthly payment when due in accordance with Section 3 ("Payments") above, I will be in default. I will also be in default of this Note if I am in default under any other document evidencing or securing the debt described herein.

(C) Notice of Default

If I am in default, the Note Holder shall send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holders Costs and Expenses

If the Note Holder has required me to pay immediately in full through a judicial proceeding, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at 4939 Cross Bayou Boulevard, New Port Richey, FL 34652, or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at 40 Sandpiper Road, Tampa, FL 33609 or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person or entity signs this Note, each is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person or entity individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

Subject to Section 6(c) (Notice of Default) of this Note, I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. Presentment means the right to require the Note Holder to demand payment of amounts due. Notice of

Cecil Delcher and Diana Miller

STATEMENT OF ASSETS AND LIABILITIES

(ESTIMATED VALUE BASIS)

February 26, 2008

Cecil Delcher and Diana Miller

STATEMENT OF ASSETS AND LIABILITIES (ESTIMATED VALUE BASIS)

February 26, 2008

ASSETS:

Cash		
Checking, Savings, Investment Checking	\$	229,105.00
Marketable Securities		326,437.00
IRA's/ Retirement Accounts		220,000.00
Cash Value Life Ins Policies		12,706.00
Real Estate (Assessed Value 2007)		
Primary Residence		338,000.00
Secondary Residence 518 N. Gulf Boulevard -Indian Rocks Beach		330,000.00
Lots (2 lots)		126,000.00
Estate Property (Inherited 2007) 844 S. Delaware Ave, Tampa, FL		629,000.00
Personal Effects		45,000.00
Vehicles		35,500.00
Business Assets		
**U.S. Water Services Corporation	Est Market Value @ 9.2% Shares Held	736,000.00 **
D&D Property Partners, Inc.	FMV @ 49% Shares Held	117,600.00
Colonial Manor Utility Company	FMV @ 49% Shares Held	651,700.00
Pasco Utilities, Inc.	FMV @ 49% Shares Held	623,770.00
Construction Equipment Owned		
Wheel Loader, Grading Tractor, Etc.		<u>35,000.00</u>
Total Assets:		<u>4,455,818.00</u>

Liabilities:

Notes Payable		
Personal Residence		0.00
Other Properties		0.00
Colonial Manor Utility	Liability 49% \$151,498	74,234.00
D&D Prop Part, Inc (Colonial Mnr Strt Light System) Liab 49% \$102,084		50,021.00
Pasco Utilities, Inc.	Liability 49% \$325,000	<u>159,250.00</u>
Total Liabilities:		<u>283,505.00</u>
Net Worth Excess Of Assets Over Liabilities:	\$	<u>4,172,313.00</u>
Total Liabilities and Net Worth:		<u>4,455,818.00</u>

** Conservative Company Market Value Estimated at \$8,000,000.00

Gary and Patricia Deremer

STATEMENT OF ASSETS AND LIABILITIES

(ESTIMATED VALUE BASIS)

March 7, 2008

STATEMENT OF ASSETS AND LIABILITIES
(ESTIMATED VALUE BASIS)
March 8, 2008

ASSETS:

		Total
Cash		
Checking	\$	2,003.00
Gary Deremer Investment Checking/Savings		180,000.00
Savings		57,800.00
Marketable Securities		398,435.00
Real Estate		
Primary Residence		1,200,000.00
Commercial Office Building Cross Bayou NPR, FL		1,970,000.00
Mooring Lots Gulf Harbors		80,000.00
Appraised 05/05/06		
Developed Lots		
Multi Family Zoned: Seaforest Drive		55,000.00
Multi Family Zoned: Firestation Road		110,000.00
Commercial Zoned: Office Bldg Prop Firestation Road		150,000.00
Personal Effects		200,000.00
Vehicles		
2003 Jaguar S-Type		20,000.00
Watercraft - 4 Vessels		170,000.00
Note Receivable Lindrick Service Corp.		111,250.00
Business Assets		
**U.S. Water Services Corporation	Market Value @ 63.2% Shares Held **	5,056,000.00 **
D&D Property Partners, Inc.	Market Value @ 51% Shares Held	121,380.00
Community Utilities of Florida, Inc.	Market Value @ 100% Shares Held	1,331,900.00
Colonial Manor Utility System	Market Value @ 51% Interest Held	678,300.00
Holiday Waterworks Corporation	Market Value @ 100% Shares Held Includes 5.34 Acres	980,000.00
Appraised 04/20/06		
Pasco Utilities, Inc.	Market Value @ 51% Shares Held	649,230.00
Tax (Credits)		
Tract 53 - Port Richey 10 Acre: Donated to City of Port Richey 8/06 - Tax Credit Noted		230,500.00
 Total Assets:		<u>13,751,798.00</u>

Liabilities:

Notes Payable		
Personal Residence		605,000.00
Commercial Office Building		801,050.00
2003 Jaguar S-Type		0.00
Colonial Manor Utility	Liability @ 51% \$151,498	77,263.00
Colonial Manor Street Light System	Liability @ 51% \$102,084	52,062.00
Holiday Utility Company	FI Capital Bank 05/06	303,227.00
Pasco Utilities, Inc	Liability @ 51% \$325,000	165,750.00
 Total Liabilities:		<u>2,004,352.00</u>
 Net Worth Excess of Assets Over Liabilities	\$	<u>11,747,446.00</u>
Total Liabilities and Net Worth		<u>13,751,798.00</u>

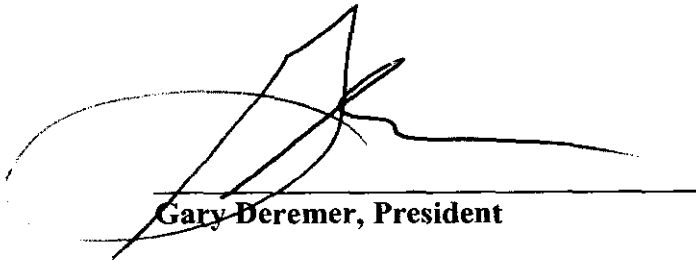
** Company Value: Estimated Conservative Market Value \$8,000,000

**Part II
Financial and Technical Information**

Exhibit F

**Transfer of Major Control
PSC Application – Pasco Utilities, Inc.**

After review of the existing Pasco Utilities plant operation, while the overall system is in appropriate working order. There are some improvements pending which are dictated by FDEP requirements, but there are no existing regulatory or compliance issues active related to the improvements or any other issues.



Gary Deremer, President

DOCUMENT NUMBER-DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

Statement of Conditions

RE: Pasco Utilities, Inc. (Angus Valley) – Pasco County Florida

Date: August 31, 2006

This report is designed to provide information as to the current condition of your facility, identify necessary improvements, assign a preliminary cost for such improvements, and provide an overview of overall facility compliance with applicable State and County rules and regulations.

The explanations of the priority levels depicted below are as follows:

Priority 1	Needs immediate attention
Priority 2	Needs attention within the next 90 days
Priority 3	Needs attention within the next 6 months
Priority 4	Needs attention within the next 6-12 months
Priority 5	Needs attention within the next 1-3 years
Priority R	Routine reoccurring maintenance activity

The results of the comprehensive on-site inspection conducted in February 2006 are as follows:

I. HEALTH AND SAFETY

These items concern Health and Safety related issues relative to OSHA and FDEP rules and regulations. Correcting these deficiencies is necessary to minimize the level of exposure.

Concern	Suggested Remedy	Estimated Cost	Priority Level
Electrical wiring in Both Control rooms exposed which may cause an interruption in facilities operation and/or physical harm to employees.	Repair or remove exposed electrical wiring and bring up to standard code, replace control panel.	\$2,404.26 (\$1,202.13 each)	1
Well No. 3 & 4: Further Secure Well sites with Chain-link fencing.	Fence perimeter of the immediate property surrounding the wellhouses. Estimate 60'x60'x6' Fence.	\$8,000.00 (\$4,000.00 each)	1
Partial Rehabilitation of Well No 4 & 3: Well heads in poor repair, casing is not grouted.	Rehabilitate Well heads, new well seal and grouting.	\$10,103.29	1

II. LIABILITY EXPOSURE

These items concern areas of risk to employees and the general public, resulting from general liability and property liability exposure. Correction of deficiencies is necessary to minimize the level of risk to the facility Owner.

Concern	Suggested Remedy	Estimated Cost	Priority Level

Well No. 3: Abandoned Hydro-tank on property depleting the quality of the condition of the facility	Remove abandoned tank Perform does not include demolition to be done by others at no charge.	\$250.00	1
Well No. 3: Abandoned Mobile Home on property depleting the quality of the condition of the facility.	Removed abandoned Mobile Home does not include demolition to be done by others at no charge.	\$250.00	1

III. FACILITY OPERATIONS

These items address plant effluent quality for the WTF. These items specifically relate to compliance with drinking water standards.

Concern	Suggested Remedy	Estimated Cost	Priority Level
Well No. 3 & 4: Mercoïd switch rusted, which may result in extreme high or low pressure, resulting in disruption of normal operation of service.	Repair or replace Mercoïd switch to assure that the proper PSI is maintained at all times.	\$1,846.00 (\$943.00 each)	1
Replace Pressure gauge corroded, and may affect the ability of the mercoïd switch to operate as designed.	Replace pressure gauge to assure that the proper PSI is maintained at all times.	\$900.00 (\$450.00 each)	1
Well No. 3 & 4: Hydro-tank Inspection and Certification (required every five 5 years)	Two Hydrotanks, Schedule inspection performance.	\$5,000.00 (\$2,500.00 each)	1 & R
Well No. 3 & 4: No Auxiliary Power source on sight as required by rule 62-555.320 (6)f.a.c.	Install 2 emergency LP Gas Generators with LP Tank on site (as required by rule 62-555.320(6).f.a.c.)- local site prep, slab if needed installation and wiring. Does not include gas company deposit.	\$56,000.00 (\$28,00.00 each)	1

III. MAINTENANCE

These items address the corrective, routine and preventative maintenance relating to the Water Treatment Facility (WTF), Water Distribution System. Properly maintaining your equipment and facilities will increase your equipments useful life and help ensure environmental and plant operating permit compliance.

Concern	Suggested Remedy	Estimated Cost	Priority Level
Well No. 3 & 4: Piping corroded at plant and subject to erupt resulting in interruption of service.	Replace piping from injection point to point of discharge with sched.80 PVC.	\$1,500.00 (\$750.00 each)	2
Wellhouses for Well No. 3 & 4: Access control to WTP in poor condition, roof in poor condition, requires painting.	Replace front door and repair walls, replace shingles & paint building	\$8000.00 (\$4,000.00 each)	2
Well No. 3 & 4: Hydro tank shows signs of rusting giving potential to leaks and eruptions.	Pressure wash, treat rust, prime and paint Hydro tanks.	\$3182.00 (\$1,591.00 each)	2

Total Anticipated Cost of Improvements: \$97,435.55

Note: Cost estimates used are at today's pricing and do not reflect cost for inflation in year of 2007.

Prepared by: Ken Martin, Utilities Supervisor – U.S. Water Services Corporation

Part III
Notice of Actual Application

Exhibits A.1 – A.8

Transfer of Major Control
PSC Application – Pasco Utilities, Inc.

1. – 8. Legal Notice - Will be a late filed exhibit.

DOCUMENT NUMBER-DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

**Part III
Notice of Actual Application**

Exhibit B

**Transfer of Major Control
PSC Application – Pasco Utilities, Inc.**

Notice to customers will be a late filed exhibit.

**Will contain affidavit of filing.
Affidavit of person filing.
Copy of Notice to Customers.**

DOCUMENT NUMBER-DATE
02323 MAR 27 8
FPSC-COMMISSION CLERK

**Part III
Notice of Actual Application**

Exhibit C

**Transfer of Major Control
PSC Application – Pasco Utilities, Inc.**

Notice in Newspaper Affidavit Publication will be a late filed exhibit.

DOCUMENT NUMBER - DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

**Part IV
Notice of Actual Application**

Filing Fee

**Transfer of Major Control
PSC Application – Pasco Utilities, Inc.**

Please find attached filing fee totaling \$1,500.00 to cover Pasco Utilities, Inc. transfer of control application. ERC capacity between 501-2000.

Check #2006 forwarded to
ADM/Fiscal on 3/27/08. R.V.N.

DOCUMENT NUMBER-DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

**Part V
Proof of Land Ownership**

Exhibit A.1

**Transfer of Major Control
PSC Application – Pasco Utilities, Inc.**

**Please see attached Pasco County Property Tax Records.
Survey Map of Both Parcels**

>

DOCUMENT NUMBER - DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

<< OR 1205/1189

Pasco County Official Records [PDF | JPG | GIF]

OR 1205/1192 >>

WARRANTY DEED, Book: 1205 Page: 1190

LS ANGUS VALL U 3

Certified Copies of any Official Record must be obtained from the Clerk of the Circuit Court.

At First Page

Page 1 of 2

Page 2

WARRANTY DEED
(FROM CORPORATIONS)

FORM R.E. 14-1

Printed and For Sale by Franklin Print
Tampa, Florida

Warranty Deed

This Indenture, Made, this 25th day of August, A.D. 1987
Wherever used herein, the term "party" shall include the heirs, personal representatives, cessors and/or assigns of the respective parties hereto; the use of the singular number include the plural, and the plural the singular; the use of any gender shall include all genders.

BETWEEN McDill Columbus Corporation
a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Hillsborough and State of Florida
party of the first part, and Pasco Utilities, Inc., a Florida corporation
of the County of Hillsborough and State of Florida party of second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and no/100-
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Pasco, State of Florida, to wit:

Lots 737, 1170, and 2007 - Angus Valley - Unit #3 - As per legal descriptions on rear of Warranty Deed

Documentary Tax Pd \$ 90.00
40

\$ Intangible Tax Pd. 41


Jed Pittman, Clerk, Pasco County


By J.C. Duran Deputy Clerk

Pasco Utilities, Inc.
P. O. Box 4118
Tampa, FL 33677

And the said party of the first part does hereby fully warrant the title to said land, and defend the same against the lawful claims of all persons whomsoever

In Witness Whereof, the said party of the first part has caused these present to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

Attest: 
Miranda, Secretary
Signed, Sealed and Delivered in our Presence:
Veronica E. DeBord

McDILL COLUMBUS CORPORATION
By: 
Maynard Fernandez, President

REC-1190
AUG 27 1987

<< OR 1205/1189

Pasco County Official Records [PDF | JPG | GIF]

OR 1205/1192 >>

WARRANTY DEED, Book: 1205 Page: 1190

LS ANGUS VALL U 3

Certified Copies of any Official Record must be obtained from the Clerk of the Circuit Court.

At First Page

Page 1 of 2

Page 2

WARRANTY DEED
(FROM CORPORATION)

FORM R.E. 19-1

Printed and For Sale by Franklin Printing Co.
Tampa, Florida

Warranty Deed

This Indenture, Made, this 25th day of August, A.D. 1982

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

BETWEEN McDill Columbus Corporation
a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Hillsborough and State of Florida
party of the first part, and Pasco Utilities, Inc., a Florida corporation
of the County of Hillsborough and State of Florida party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and no/100- Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Pasco, State of Florida, to wit:

Lots 737, 1170, and 2007 - Angus Valley - Unit #3 - As per legal descriptions on rear of Warranty Deed

07 00025807 30 0031.	82
40	9.0
41	90.0
	.0
000000 00.	99.0

Documentary Tax Pd. \$ 90.00

\$ Intangible Tax Pd.

Jed Pittman, Clerk, Pasco County

By *J. Pittman* Deputy Clerk

+ Pasco Utilities, Inc.
P. O. Box 4118
Tampa, FL 33677

[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Estimate Taxes](#) [Frequently Asked Questions](#)
 Other Agency Data: [Tax Collector](#) [School Board](#) [Supervisor of Elections](#)

Data Current as Of:		Weekly Archive - Saturday, March 01, 2008						
Parcel ID		12-26-19-0020-00002-0070 (Card: 001 of 001)						
Classification		00 - Vacant Residential						
Mailing Address PASCO UTILITIES INC PO BOX 4118 TAMPA, FL 336774118 Physical Address Physical Address N/A				Assessment (totals) Ag Land \$0 Land \$20,094 Building \$0 Extra Features \$290 Total Assessment \$20,384 Save Our Homes \$0 Taxable Value \$20,384				
Legal Description (First 4 Lines) ANGUS VALLEY UNIT 3 UNRECORDED PLAT LOT 2007 DESC AS COM AT NW COR OF SECTION 12 FOR POB TH WEST 150.94 FT TH SOUTH								
Land Detail (Card: 001 of 001)								
Line	Use	Description	Zoning	Units	Type	Price	Condition	Value
1	0200	MBL HM SUB	00AR	22,500.00	SF	\$1.81	0.40	\$16,290
2	0200	MBL HM SUB	00AR	19,018.00	SF	\$0.50	0.40	\$3,804
Additional Land Information								
Acres	0.95	Tax Area	3600	FEMA Code	X	Residential Code	AGVLLP2	
Building Information (Card: 001 of 001)								
Unimproved Parcel 00 - Unimproved								
Extra Features (Card: 001 of 001)								
Line	Description	Year	Units	Value				
1	SHED	1980	1	\$290				
Sales History								
Previous Owner				N/A				
Year	Month	Book/Page	Type	Amount				
1982	08	1205 / 1190	WD	\$20,000				

[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Estimate Taxes](#) [Frequently Asked Questions](#)
 Other Agency Data: [Tax Collector](#) [School Board](#) [Supervisor of Elections](#)

[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Estimate Taxes](#) [Frequently Asked Questions](#)
 Other Agency Data: [Tax Collector](#) [School Board](#) [Supervisor of Elections](#)

Data Current as Of:		Weekly Archive - Saturday, March 01, 2008						
Parcel ID		02-26-19-0020-00001-1700 (Card: 001 of 001)						
Classification		00 - Vacant Residential						
Mailing Address PASCO UTILITIES INC PO BOX 4118 TAMPA, FL 336774118 Physical Address 6630 NATHAN CT WESLEY CHAPEL, FL 33544-3282				Assessment (totals) Ag Land \$0 Land \$36,524 Building \$0 Extra Features \$732 Total Assessment \$37,256 Save Our Homes \$0 Taxable Value \$37,256				
Legal Description (First 4 Lines) ANGUS VALLEY UNIT 3 UNREC PORTION OF LOT 1170 DESC AS COM AT SW COR OF SEC 2 TH EAST ALG SOUTH BDY OF SEC 995.04 FT								
Land Detail (Card: 001 of 001)								
Line	Use	Description	Zoning	Units	Type	Price	Condition	Value
1	0200	MBL HM SUB	00AR	20,179.00	SF	\$1.81	1.00	\$36,524
Additional Land Information								
Acres	0.46	Tax Area	3600	FEMA Code	A	Residential Code	AGVLLP2	
Building Information (Card: 001 of 001)								
Unimproved Parcel 00 - Unimproved								
Extra Features (Card: 001 of 001)								
Line	Description	Year	Units	Value				
1	OLD MH	1989	2	\$429				
2	UDU-M	1975	1	\$303				
Sales History								
Previous Owner			PASCO UTILITIES INC					
Year	Month	Book/Page	Type	Amount				
1982	08	1205 / 1190		\$0				

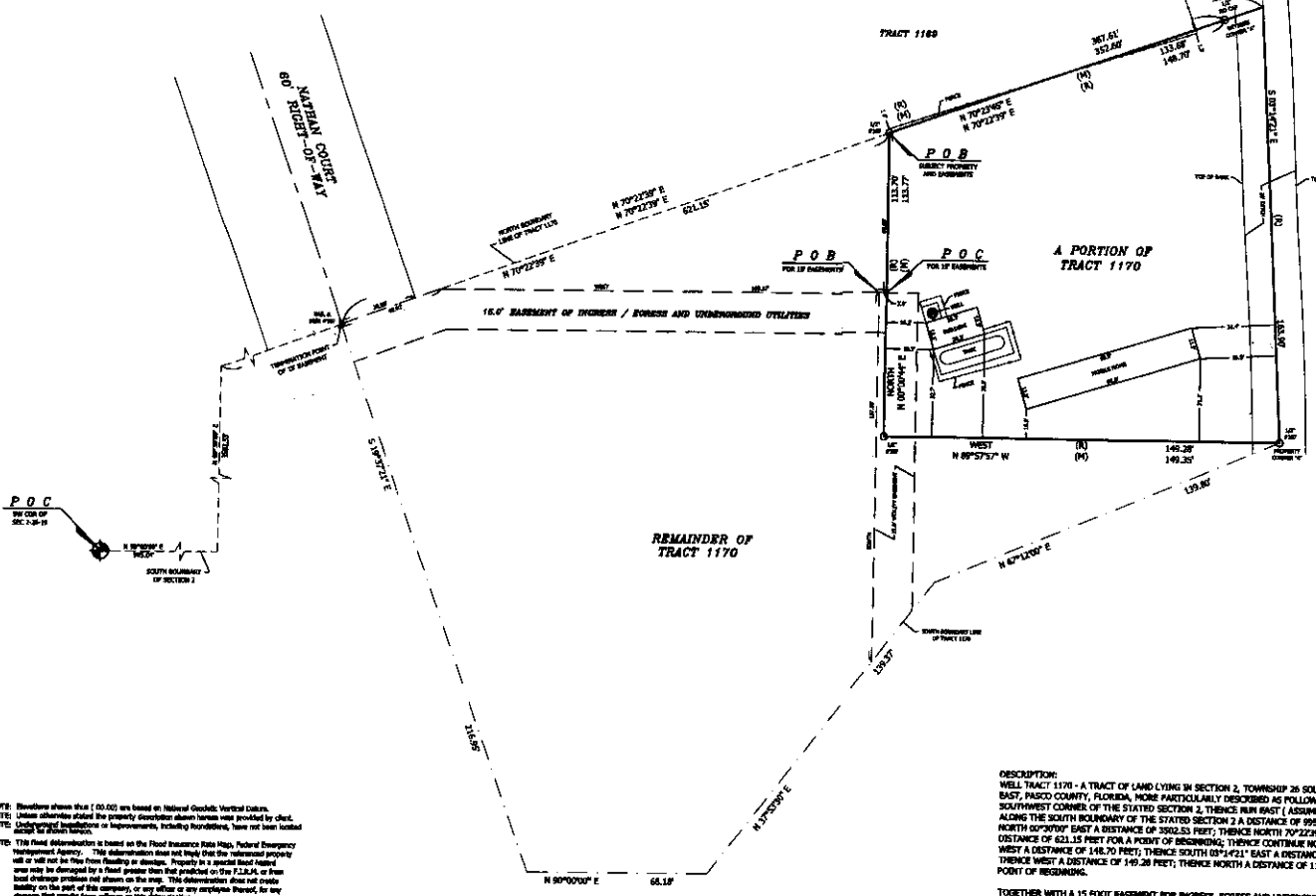
[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Estimate Taxes](#) [Frequently Asked Questions](#)
 Other Agency Data: [Tax Collector](#) [School Board](#) [Supervisor of Elections](#)

- FOUND CONCRETE MONUMENT
- SET UP INCH ROD LB. # 4664
- FOUND INCH ROD
- ▲ SET PINE & OAK # 1194
- △ FOUND PALE

SECTION 2 TOWNSHIP 26 SOUTH RANGE 19, EAST
BEARING BASIS ESTABLISHED FROM: THE NORTH BOUNDARY LINE OF TRACT 1170 AS PER DEED



AC = ACRES	CD = CHORD DISTANCE	COL = OFFICIAL RECORD & BOOK	MCL = RESIDENCE	MV = WESTERLY
AV = AIR CONDITIONER	CONC = CONCRETE	DL = DEEDS	ML = ROAD	NE = NORTHEAST
ALUM = ALUMINUM	CS = CONCRETE SLAB	ENCL = ENCLOSURE	RM = RIGHT-OF-WAY	S = SOUTH
AS = ASPHALT	CSH = CONCRETE	ENR = EASEMENT	SEC = SECTION	SE = SOUTHWEST
BDR = BUILDING	CT = CURB	EM = EASEMENT	SEC = SECTION	SW = SOUTHWEST
BL = BRICK	DA = DRIVE	ENR = EASEMENT	TR = TRANSFER	SW = SOUTHWEST
BWO = BOLL-WORM	DIA = DRIVE	ENR = EASEMENT	TR = TRANSFER	SW = SOUTHWEST
BS = BOUNDARY	DIA = DRIVE	ENR = EASEMENT	TR = TRANSFER	SW = SOUTHWEST
CH = CALCULATED	DIA = DRIVE	ENR = EASEMENT	TR = TRANSFER	SW = SOUTHWEST
CL = CHORD BEARING	DIA = DRIVE	ENR = EASEMENT	TR = TRANSFER	SW = SOUTHWEST
	DIA = DRIVE	ENR = EASEMENT	TR = TRANSFER	SW = SOUTHWEST



NOTE: Elevation shown that (00.00) are based on National Geodetic Vertical Datum.
 NOTE: Unless otherwise noted the property description shown herein was provided by client.
 NOTE: Underlying easements or improvements, including horizontal, have not been located.
 NOTE: This field determination is based on the Flood Insurance Rate Map, Federal Emergency Management Agency. This information does not imply that the referenced property will or will not be free from flooding or damage. Property is a special flood hazard area may be damaged by a flood greater than that predicted on the F.I.R.M. or from local drainage problems not shown on the map. This determination does not create liability on the part of this company, or any officer or any employee thereof, for any damage that may result from reliance on this determination.
 NOTE: Allow ground improvements including building set-backs have not been located except as shown herein.
 NOTE: This survey was prepared without the benefit of a title search and may be subject to assessment, right-of-way, and other matters of record.
 NOTE: Refer to construction and / or reference on flood area maps, the building department should be contacted for verification of flood area.
 NOTE: The property shown herein may be subject to the rules, regulations, ordinances and / or jurisdictions of local state and / or federal agencies. The measurements of all rules, regulations, ordinances and / or the letter of said jurisdictions are not shown.

DESCRIPTION:
 WELL TRACT 1170 - A TRACT OF LAND LYING IN SECTION 2, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE STATED SECTION 2, THENCE RUN EAST (ASSUMED BEARING) ALONG THE SOUTH BOUNDARY OF THE STATED SECTION 2 A DISTANCE OF 995.04 FEET; THENCE NORTH 02°07'00" EAST A DISTANCE OF 3502.53 FEET; THENCE NORTH 70°22'30" EAST A DISTANCE OF 621.15 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 70°22'30" WEST A DISTANCE OF 148.70 FEET; THENCE SOUTH 03°14'21" EAST A DISTANCE OF 163.90 FEET; THENCE WEST A DISTANCE OF 149.28 FEET; THENCE NORTH A DISTANCE OF 113.70 FEET TO THE POINT OF BEGINNING.

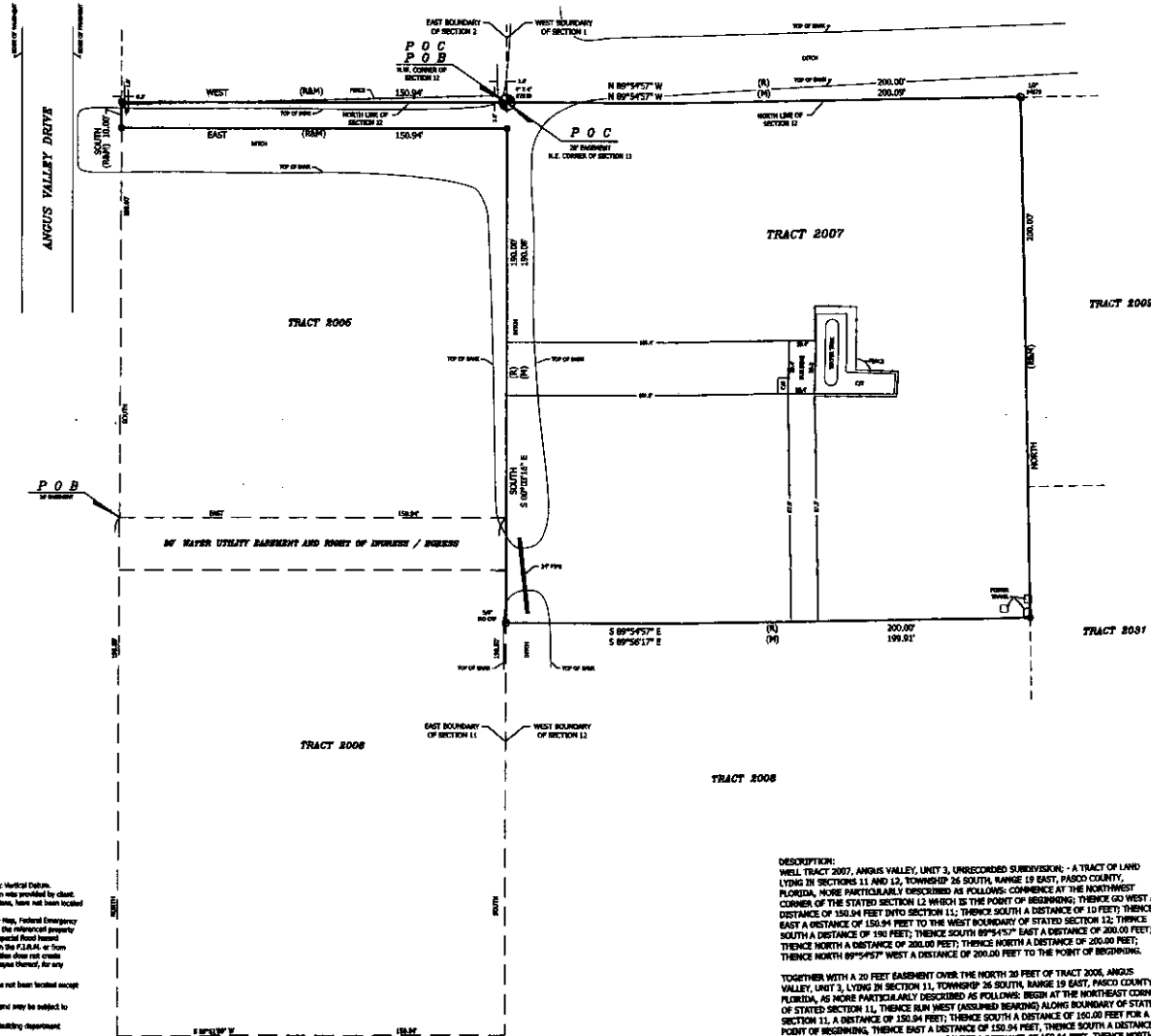
TOGETHER WITH A 15 FOOT EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND UTILITIES LYING 15 FEET SOUTH OF THE FOLLOWING DESCRIBED LINE, BEGIN AT THE AFORESAID POINT OF BEGINNING AND RUN SOUTH 60.08 FEET TO THE "POINT OF COMMENCEMENT" OF SAID 15 FOOT EASEMENT LYING SOUTH OF LINE RUNNING WEST 168.57 FEET TO THE NORTH BOUNDARY OF TRACT 1170, THENCE RUN SOUTH 70°22'30" WEST A DISTANCE OF 40 FEET TO THE TERMINATION POINT OF SAID 15 FOOT EASEMENT, AND AN EASEMENT FOR UTILITIES LYING 15 FEET EAST OF THE FOLLOWING DESCRIBED LINE, BEGIN AT THE ABOVE "POINT OF COMMENCEMENT" AS DESCRIBED ABOVE, THENCE RUN WEST A DISTANCE OF 3 FEET FOR THE POINT OF BEGINNING OF A 15 FOOT EASEMENT LYING 15 FEET EAST OF A LINE RUNNING SOUTH 127.86 FEET TO THE SOUTH BOUNDARY OF TRACT 1170.

CERTIFIED TO: PASCO UTILITIES, INC. BOOTH & COOK, P.A.
DRAWN BY: STEVE LUKART
DATE OF DRAWING: 9-26-07
SURVEY: BOUNDARY
DATE OF FIELD WORK: 9-21-07
CREW CHIEF: R.F.
WORK ORDER NO.: 07-312A
SHEET 1 OF 1 SHEETS
<h2 style="margin: 0;">BAY LAND SURVEYING</h2> <p style="font-size: small;">CERTIFICATE OF AUTHORIZATION LB. # 4164</p> <p style="margin: 5px 0;">6802 COMMERCE BLVD. PORT RICHEY, FLORIDA 34668</p> <p style="margin: 5px 0;">PHONE (727) 845-1738 FAX (727) 844-3058 PHONE (352) 686-8340 FAX (352) 683-5405</p>
<p style="font-size: x-small;">Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map / report is for informational purposes only and is not valid. Additions or omissions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.</p> <div style="text-align: right;"> 9-27-07 </div> <p style="font-size: x-small; text-align: right;">DAVID K. PREVITT SURVEYOR AND MAPPER # 4934</p>

BEARING BASIS ESTABLISHED FROM: THE NORTH BOUNDARY LINE OF TRACT 1170 AS PER DEED

SCALE: 1" = 30.0'

AC = ACCESS	CD = CHORD DISTANCE	CON = CONCRETE	CS = CONCRETE SLAB	CU = CURB	CL = CENTERLINE	CDL = CHORD DISTANCE	CL = CHORD BEARING
AL = AIR CONDITIONER	CO = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
ALU = ALUMINUM	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
BL = BRICK	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
BLU = BLUE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
BLU = BLUE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
BLU = BLUE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
BLU = BLUE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
BLU = BLUE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE
BLU = BLUE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE	COB = CONCRETE



DESCRIPTION:
WELL TRACT 2007, ANGRIS VALLEY, UNIT 3, UNRECORDED SUBDIVISION - A TRACT OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 36 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE STATED SECTION 12 WHICH IS THE POINT OF BEGINNING; THENCE SO WEST A DISTANCE OF 150.04 FEET INTO SECTION 11; THENCE SOUTH A DISTANCE OF 10 FEET; THENCE EAST A DISTANCE OF 150.94 FEET TO THE WEST BOUNDARY OF STATED SECTION 12; THENCE SOUTH A DISTANCE OF 180 FEET; THENCE SOUTH 89°54'57\"/>

TOGETHER WITH A 20 FEET EASEMENT OVER THE NORTH 20 FEET OF TRACT 2006, ANGRIS VALLEY, UNIT 3, LYING IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF STATED SECTION 11, THENCE RUN WEST (ASSUMED BEARING) ALONG BOUNDARY OF STATED SECTION 11, A DISTANCE OF 150.04 FEET; THENCE SOUTH A DISTANCE OF 150.00 FEET TO A POINT OF BEGINNING; THENCE EAST A DISTANCE OF 150.94 FEET; THENCE SOUTH A DISTANCE OF 180.50 FEET; THENCE SOUTH 89°51'09\"/>

CERTIFIED TO:
**PASCO UTILITIES, INC.
BOOTH & COOK, P.A.**

DRAWN BY:
STEVE LUKART

DATE OF DRAWING:
9-26-07

SURVEY:
BOUNDARY

DATE OF FIELD WORK:
9-21-07

CREW CHIEF:
R.F.

WORK ORDER NO.:
07-3128

SHEET
1
OF 1 SHEETS

BAY LAND SURVEYING
CERTIFICATE OF AUTHORIZATION LB. # 4164

6802 COMMERCE BLVD.
PORT RICHEY, FLORIDA 34668

PHONE (727) 845-1738
FAX (727) 844-3058
PHONE (352) 686-8340
FAX (352) 683-5405

Unless it bears the signature and the original red wax seal of a Florida licensed surveyor and mapper, this map / report is for informational purposes only and is not valid. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

David K. Prevot 9-22-07
DAVID K. PREVOT SURVEYOR AND MAPPER # 4934

based on National Geographic Vertical Datum.
2. Description shown herein was provided by client, records, including measurements, have not been located.

in the Flood Insurance Rate Map, Federal Emergency Relief Act and any other that the independence, accuracy or damage. Property is a special flood hazard area that has been predicted on the F.I.R.M. or from in the map. This determination does not constitute, or any other or any negligence thereof, for any 1500 determination.

ing building overhangs have not been located except

in the event of a title search and may be subject to

of record.

on any flood zone maps, the building department / flood area.

subject to the rules, regulations, ordinances and / of local agencies. The responsibilities of said the body of said jurisdictions are not shown.

Part V
Other

Exhibit B

Transfer of Major Control
PSC Application – Pasco Utilities, Inc.

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

Tariff re-write is enclosed to bring to current FPSC standards, along with example customer bill.

Water tariffs forwarded to
ECR. RUN. 3-27-08.

DOCUMENT NUMBER - DATE

02323 MAR 27 8

FPSC-COMMISSION CLERK

**Part V
Other**

Exhibit C

**Transfer of Major Control
PSC Application – Pasco Utilities, Inc.**

**Copy of Utility Certificate attached. Original has been lost by original owners.
Record search was conducted to no avail.**



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

168-W

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

PASCO UTILITIES, INC.

Whose principal address is

2942 West Columbus Drive

Tampa, Florida (Pasco County)

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

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

ORDER 6078 DATED March 20, 1974 DOCKET 73625-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. DeWally

Administrative Secretary

W. H. Perry

Chairman

(SEAL)