

Signature of person who forwarded check:  
*ABM*

DOCKET NO. 170114-WU  
FILED MAY 16, 2017  
DOCUMENT NO. 04865-17  
FPSC - COMMISSION CLERK

**APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES  
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and  
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

RECEIVED-PPSC  
2017 MAY 16 AM 9:04  
COMMISSION CLERK

To: **Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the transfer of facilities and transfer  or cancellation  of Water Certificate No. 165-W and/or Wastewater Certificate No. N-A and amendment of Water Certificate No. N-A and/or Wastewater Certificate No. N-A in Polk County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

Allen LaFortune and Otis Fonder c/o Tropical Park water systems  
Utility Name

36645 Sunshine RD  
Office Street Address

Zephyrhills FL 33541  
City State Zip Code

P.O. Box 669  
Mailing Address (if different from Street Address)

Zephyrhills FL 33539 - 0669  
City State Zip Code

Check received with filing and forwarding  
to Fiscal for deposit. Fiscal to forward  
receipt information to FSCS.

## FLORIDA PUBLIC SERVICE COMMISSION

### **INSTRUCTIONS FOR COMPLETING EXAMPLE APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and  
Rule 25-30.037(2), Florida Administrative Code)**

#### **General Information**

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(2), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

#### **Instructions**

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.
2. Fill out the attached application form completely and accurately.
3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

**Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

(813)788-0665

Phone Number

(813)780 9355

Fax Number

65-0043194

Federal Employer Identification Number

Housingmanagementinc@yahoo.com

E-Mail Address

N-A

Website Address

165-W

Water Certificate No.

N-A

Wastewater Certificate No.

- B) The contact information of the seller's authorized representative to contact concerning this application:

TROY FONDER

Name

P.O. Box 669

Mailing Address

Zephyrhills FL

City

State

33539-0669

Zip Code

(813)788-0665

Phone Number

(813)780 9355

Fax Number

Housingmanagementinc@yahoo.com

E-Mail Address

- C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

A Utility Inc.

Buyer's Name

36645 Sunshine RD

Office Street Address

Zephyrhills

City

FL

State

33541

Zip Code

P.O. Box 669

Mailing Address (if different from Street Address)

ZEPHYRHILLS

City

FL

State

33539-0669

Zip Code

(813)788-0665

Phone Number

(813)780-9355

Fax Number

81-4508992

Federal Employer Identification Number

Housingmanagementinc@yahoo.com

E-Mail Address

A Utility Inc

New Utility Name

D) The contact information of the buyer's authorized representative to contact concerning this application:

TROY FONDER

Name

P.O. Box 669

Mailing Address

Zephyrhills

City

FL

State

33539-0669

Zip Code

(813)788-0665

Phone Number

(813)780-9355

Fax Number

Housingmanagementinc@yahoo.com

E-Mail Address

E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

Troy Fonder  
Name

P.O. Box 669  
Mailing Address

Zephyrhills                      FL                      33539-0669  
City                                      State                                      Zip Code

(813)788-0665                      (813)780-9355  
Phone Number                      Fax Number

Housingmanagementinc@yahoo.com  
E-Mail Address

F) Indicate the nature of the utility's/buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's/buyer's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation See Exhibit A pg 1 \* 2  
Number

Limited Liability Company \_\_\_\_\_  
Number

Partnership \_\_\_\_\_  
Number

Limited Partnership \_\_\_\_\_  
Number

Limited Liability Partnership \_\_\_\_\_  
Number

Sole Proprietorship

Association

Other (Specify) \_\_\_\_\_

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) N/A  
Registration Number

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

100% A Utility Inc.  
\_\_\_\_\_  
\_\_\_\_\_

H) Provide the date and state of incorporation or organization of the buyer.

November 25 2016 State of Florida  
\_\_\_\_\_

## PART II

### TRANSFER OF CERTIFICATE

#### A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit N-A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit B, C - Provide the following documentation of the terms of the transfer:

a) The date the closing occurred or will occur.

Closing signed March 27<sup>th</sup> 2017 effective 1-1-17

b) The purchase price and terms of payment.

purchase price \$117,000<sup>00</sup>  
Mortgage is \$117,000<sup>00</sup> at 10% Interest  
with monthly payments of 975<sup>00</sup>

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

See Exhibit C, D, and E

- d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

None

- e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

See Exhibit "C"

- f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

See Exhibit "B"

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

Same Management as seller

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

We use Quick book Pro Plus

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

Records will be maintained at the Ut  
Co. office

**B) FINANCIAL ABILITY**

- 1) Exhibit F - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
- 2) Exhibit N-A - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

"A Utility Inc" is a Newly Formed  
Company

**C) TECHNICAL ABILITY**

- 1) Exhibit NA - Provide the buyer's experience in the water or wastewater industry.

I Troy Fonder Pres of A Utility Inc.  
have been managing this system for approx  
30 yrs now

- 2) Exhibit N-A - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities. Operator and all personnel  
will be the same as it currently is.



D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

1) Exhibit G - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.

2) Exhibit N-A - Provide a statement explaining why the transfer is in the public interest.

The past owners have all passed away and I have managed this system for 30 yrs and still currently run the system. Now "A Utility Inc" has purchased all of the Heirs Interest and have 100% Ownership

3) Exhibit N-A - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

There are NO compliance issues with DEP or anyone else The System is in excellent Running condition.

4) Exhibit B - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.

5) Exhibit J - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.

6) Exhibit H - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

- 7) Exhibit H - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit NONE - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) **PROPOSED TARIFF**

Exhibit I - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) **ACCOUNTING INFORMATION**

- 1) Exhibit F - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 2) Exhibit N-A - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

We have most of them, some were lost to weather & Termit Damage Do To Long Term Storage

- 3) Exhibit N-A - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

All fees are current and "A Utility Inc will be responsible for filing Tax Returns and paying Regulatory Assessment fees for 2017 and subsequent years

- 4) Exhibit NA - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

NONE

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**G) NOTICING REQUIREMENTS**

Exhibit - \_\_\_\_\_ - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

**PART III**

**SIGNATURE**

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:

 Pres  
Applicant's Signature

Troy Fonder Pres of "A Utility Inc"  
Applicant's Name (Printed)

President  
Applicant's Title

4-27-2017  
Date

**2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**

DOCUMENT# P16000092780

**Mar 31, 2017**

**Entity Name:** A UTILITY, INC.

**Secretary of State  
CC9029418854**

**Current Principal Place of Business:**

36645 SUNSHINE ROAD  
ZEPHYRHILLS, FL 33541

**Current Mailing Address:**

36645 SUNSHINE ROAD  
ZEPHYRHILLS, FL 33541 US

**FEI Number:** 81-4508992

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

UNITED STATES CORPORATION AGENTS, INC.  
13302 WINDING OAK COURT  
A  
TAMPA, FL 33612 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P, T  
Name FONDER, TROY  
Address 36645 SUNSHINE ROAD  
City-State-Zip: ZEPHYRHILLS FL 33541

Title S, D  
Name FONDER, BEVERLY  
Address 36645 SUNSHINE ROAD  
City-State-Zip: ZEPHYRHILLS FL 33541

Title D  
Name FONDER, TROY  
Address 36645 SUNSHINE ROAD  
City-State-Zip: ZEPHYRHILLS FL 33541

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** BEVERLY FONDER


**DIRECTOR**

**03/31/2017**

Electronic Signature of Signing Officer/Director Detail

Date

Exhibit A pg 2 of 2

 IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 11-25-2016

Employer Identification Number:  
81-4508992

Form: SS-4

Number of this notice: CP 575 A

A UTILITY INC  
36645 SUNSHINE ROAD  
ZEPHYRHILLS, FL 33541

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4508992. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

This Instrument Prepared by and Return to:  
Housing Management, Inc.  
P.O. Box 669  
Zephyrhills, Fl. 33539-0669

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

**THIS WARRANTY DEED** made the 1<sup>st</sup> day of January, 2017, by Scott Jackman as TRUSTEE UNDER LAND TRUST # 54394041, and whose Post Office address is PO. BOX 669 ZEPHYRHILLS FL. 33539-0669, hereinafter called "Grantor", to JOHN P. JONES as TRUSTEE UNDER LAND TRUST # 28845489462, dated the 1<sup>st</sup>. day of January, 2017 (hereinafter referred to a Trustee) with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described and whose Post Office address is PO. BOX 1784 ZEPHYRHILLS FL. 33539-1784

### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situate in Pasco County, Florida, to-wit:

Legal Description see "EXHIBIT A"

This conveyance is subject to:

1. Taxes and assessments for the year 2017 and subsequent years.
2. Zoning and other governmental regulations.

**TO HAVE AND TO HOLD** the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this deed and in the Land Trust # 28845489462 dated the 1<sup>st</sup> day of January, 2017 (Trust Agreement). Full power and authority is hereby granted to said Trustee to improve, to subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and or subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, to option, to pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the

manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful or any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery that Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are Co-trustees, it is specifically understood that the signature of only one of the Co-trustee shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee's shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof ; and it shall be expressly understood that any representations, warranties, covenants, undertaking and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as a personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee or for the purpose or with the intention of binding said trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee of any

representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations, limited liability Company, partnerships, Limited Partnership or other entity whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the trustee or an executed "resignation of trustee", notarized and witnessed, acceptable for recording in public records of Pasco County Florida or the firing of the trustee by the Beneficiary(s), the Beneficiary(s) may at any time appoint the new successor trustee. The Beneficiary(s)' appointed successor trustee shall execute an "acceptance of trustee" notarized and witnessed, acceptable for recording in public records of Pasco County Florida. Upon a recording in the public records of Pasco County, Florida, of a death certificate of the trustee and/or any "acceptance of trustee", title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee.

This Deed is given and accepted in accordance with Section 689.071 and Section 689.073 Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the Trust Agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.



IN WITNESS WHEREOF, the Grantors aforesaid have set their hand and seal  
this 27<sup>th</sup> day of March, 2017.

Signed, sealed and witnessed  
in our presence:

Renee L. Kania  
WITNESS Signature

Renee L. Kania  
WITNESS Print Name

Scott Jackman  
Scott Jackman as Trustee  
under Land Trust #54394041

Elizabeth Prochnow  
WITNESS Signature

Elizabeth Prochnow  
WITNESS Print Name

**STATE OF WISCONSIN  
COUNTY OF MARATHON**

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SCOTT JACKMAN AS TRUSTEE UNDER LAND TRUST # 54394041, who is personally known to me, or who has produced a Driver's License, known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this  
27<sup>th</sup> day of March, 2017.

Elizabeth Prochnow  
NOTARY PUBLIC  
STATE OF WISCONSIN AT LARGE  
MY COMMISSION NUMBER: expires 10-24-17

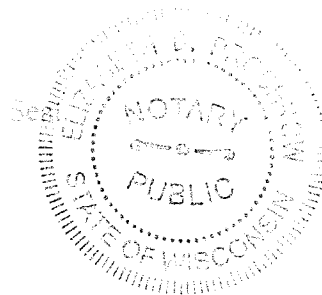


EXHIBIT "A"

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 605.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0" East, 63.37 feet to a concrete monument; thence South 0 05' 21" East, 92.5 feet; thence North 89 47' 0" West, 63.51 feet; thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet thereof for road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY COMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 39) (Value \$6,433.44)

AND

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 545.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0 East, 60.0 feet to an iron rod, NW corner of Lot 39 and with, South 92.5 feet, thence North 89 47' 0" West, 60.0 feet; thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet for road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY COMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 40) (Value \$6,433.44)

AND

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 485.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0" East, 60.0 feet to an iron rod, NW corner of Lot 40 and with, South 92.5 feet, thence North 89 47' 0" West, 60.0 feet, thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet for the road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY CAMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 41) (Value \$6,433.42)

TOGETHER with right of way reserved and together with access across property owned by Tropical Mobile Home Association, Inc., as described in Official Record Book 1168, Page 236, Public Records of Pasco County, Florida.

# Exhibit C

This Instrument is prepared by and returned to:  
Housing management Inc.  
P.O. Box 669  
Zephyrhills, Florida 33539-0669

## MORTGAGE DEED

**THIS MORTGAGE DEED** Executed this 1<sup>st</sup> day of January 2017, by **JOHN PAUL JONES** as **TRUSTEE UNDER LAND TRUST # 28845489462 DATED JANUARY 1<sup>st</sup> 2017**, and **JOHN PAUL JONES** as **TRUSTEE UNDER PERSONAL PROPERTY TRUST # 28845489462W DATED JANUARY 1<sup>st</sup> 2017**, of P.O. BOX 0669, Zephyrhills, Florida 33539-0669, party of the first part, hereinafter called the Mortgagor, to DSI, of P. O. Box 1784, ZEPHYRHILLS, FLORIDA, 33539-1784, party of the second part, hereinafter called the Mortgagee.

**WITNESSETH**, That for divers good and valuable consideration, and also in consideration of the aggregate sum of One Hundred and Seventeen Thousand Dollars and No Cents (\$117,000.00), hereinafter described, the Said Mortgagor does hereby Mortgage to the Mortgagees the certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in Pasco County, State of Florida, described as follows:

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 605.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0" East, 63.37 feet to a concrete monument; thence South 0 05' 21" East, 92.5 feet; thence North 89 47' 0" West, 63.51 feet; thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet thereof for road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY COMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 39)

AND

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 545.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0 East, 60.0 feet to an iron rod, NW corner of Lot 39 and with, South 92.5 feet, thence North 89 47' 0" West, 60.0 feet; thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet for road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY COMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 40)

AND

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 485.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0" East, 60.0 feet to an iron rod, NW corner of Lot 40 and with, South 92.5 feet, thence North 89 47' 0" West, 60.0 feet, thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet for the road right of way purposes, being a part of Tract 11, ZEPHYRHILLS

COLONY CAMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 41)

TOGETHER with Structures and Improvements, Wells and Springs, Supply Mains, Pumping Equipment, Water Treatment Equipment, Distribution Reservoirs and Standpipes, Meters, right of way reserved and together with access across property owned by Tropical Mobile Home Owners Association, Inc., as described in Official Record Book 1168, Page 236, Public Records of Pasco County, Florida Subject to easements, restrictions and reservations of record.

PROVIDED ALWAYS, that if said Mortgagor, John Paul Jones, as TRUSTEE UNDER LAND TRUST #28845489462 dated January 1<sup>st</sup> 2017, and John Paul Jones as TRUSTEE UNDER PERSONAL PROPERTY TRUST # 28845489462W dated January 1<sup>st</sup> 2017, of P.O. box 0669, Zephyrhills, Florida 33539-0669 his, heirs, legal representatives or assigns, shall pay unto the said Mortgagees, their successors, legal representatives or assigns, the certain promissory note, of which the following in words and figures are a true copy, to wit:

See Promissory Note Dated this same day

and shall perform, comply with and abide by each and every stipulation, agreements, conditions and covenants of said promissory note and of this deed, then this Mortgage Deed hereby created shall cease and be null and void and the Mortgagees shall promptly execute a Satisfaction of Mortgage regarding same.

AND the said Mortgagor, John Paul Jones, as TRUSTEE UNDER LAND TRUST #28845489462 dated January 1<sup>st</sup> 2017, and John Paul Jones as TRUSTEE UNDER PERSONAL PROPERTY TRUST # 28845489462W dated January 1<sup>st</sup> 2017, of P.O. box 0669, Zephyrhills, Florida 33539-0669, his heirs, legal representatives and assigns, hereby does covenant and agree:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage deed, or either, promptly on the days respectively the same severally become due.

2. There shall be no prepayment penalty and the Mortgagor shall be given the right to partial prepayment or full prepayment of this Mortgage Deed and Promissory Note.

3. At the option of Mortgagee, the entire principal indebtedness evidence by the note secured hereby and all accrued but unpaid interest thereon shall at once become due and payable upon the occurrence at any time of any of the following events:

A. If default be made in the payment of the said installments or in the performance of any of the agreements contained herein, then the Mortgagees shall give written notice to the Mortgagor of said default and Mortgagor shall have one hundred and eighty (180) days to cure said default before Mortgagees may institute any foreclosure

proceedings.

B. Mortgagor fails to perform when due any other obligation contained in this mortgage or the note secured hereby, or Mortgagor breaches a covenant of Mortgagor set forth in this mortgage or the note secured hereby, and such failure or breach continues for a period of one hundred and eighty (180) days after Mortgagee gives written notice to Mortgagor of such failure to perform or breach.

4. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full.

5. The Mortgagor and Mortgagee agree this Mortgage and Promissory Note shall not be sold, discounted, or assigned without prior written approval of Mortgagor. The Mortgagor is hereby given the first right of refusal to purchase this obligation upon the terms and conditions of any proposed sale, discount, or assignment upon the following terms and conditions:

a. In the event the Mortgagee does decide to sell this Mortgage and Promissory Note, then Mortgagor shall first obtain at least one written quote from a proposed buyer or broker. Said quote shall include amount offered for the Mortgage and Promissory Note, the name of the purchaser thereof, and any and all terms and conditions of said sale or assignment.

b. The Mortgagee shall then, by Certified Mail with Return Receipt Requested, or by personal service, have copies of said offer mailed or served on the Mortgagor.

c. From the date of the delivery of mail or personal service, the Mortgagor shall have one hundred and eighty (180) days from receipt of the above referenced proposed offer, to accept and meet the offer or reject the said offer to purchase said Mortgage and Promissory Note on the same terms and conditions as made in the written offer of proposed purchaser. If the Mortgagor decides to exercise his option to purchase the Mortgage and Promissory Note based upon the proposed offer, then Mortgagor shall, within one hundred and eighty (180) days from receipt of the above referenced proposed offer, obtain the funds to meet the said obligation and Mortgagor and Mortgagee shall conduct a closing and Mortgagor shall obtain from Mortgagee, a Satisfaction of Mortgage and Promissory Note or Assignment thereof from this obligation and Mortgagee at closing shall obtain the funds agreed upon between the parties.

d. In the event the Mortgagor decides not to meet the written offer the Mortgagee received for the Mortgage and Promissory Note, then Mortgagor shall still be bound to make any and all payments as prescribed herein to the new substituted Mortgagee upon the same terms and conditions of the original Mortgage and Promissory Note. None of the terms and conditions of the Mortgage and Promissory Note shall

change and Mortgagor shall be obligated to make the prescribed payments as before in a timely manner. Mortgagor shall notify Mortgagee by Certified Mail or Return Receipt Requested mail or personal service of his rejection of said offer and said offer shall be considered rejected if Mortgagor fails to respond to Mortgagee within the one hundred eighty (180) day time frame.

6. Upon request by Mortgagor, Mortgagee, at Mortgagee's option, within forty years from the date of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidence by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage exceed the original amount of the Note plus \$150,000.00

7. Mortgagor shall have the right at any time, to substitute for this mortgage, given as security for the Promissory Note attached hereto, any other mortgage on real property in which Mortgagor can demonstrate that his equity in such substituted collateral is at least as great as his equity in this property at the time of this instrument; in which event Mortgagee shall properly execute a Satisfaction of Mortgage or execute a Mortgage Modification Agreement regarding this property.

8. The Mortgagor and Mortgagee agree the Security Interest represented by this Mortgage executed to secure this loan shall be the sole security for the obligation and the undersigned shall in no event be personally liable and this is to be considered a non-recourse debt. This paragraph survives the Maturity of this security instrument.

9. The maturity date is January 1<sup>st</sup>, 2057

10. If it should become necessary for either Mortgagor or Mortgagee to retain the services of an attorney to enforce rights or obligations set forth in this Contract, the prevailing party will be entitled to recover from the non-prevailing party all costs, including reasonable attorneys' fees, incurred by the prevailing party in connection with all trial, appellate and bankruptcy court proceedings.

To perform, comply with, and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and in this deed as set forth.

To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, each and every, and if the same be not promptly paid to the said Mortgagees, their successors, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at 10% if in default.

**IT IS MUTUALLY AGREED** by and between the parties hereto that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

**IN WITNESS WHEREOF**, the said Mortgagor, John Paul Jones, as TRUSTEE UNDER LAND TRUST #28845489462 dated January 1<sup>st</sup> 2017, and John Paul Jones as TRUSTEE UNDER PERSONAL PROPERTY TRUST # 28845489462W dated January 1<sup>st</sup> 2017, of P.O. box 0669, Zephyrhills, Florida 33539-0669, hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Beryl Fonder  
WITNESS signature

Beryl Fonder  
Printed name of witness

Shannon Gonzalez  
WITNESS signature

Shannon Gonzalez  
Printed name of witness

John Paul Jones Trustee  
John Paul Jones, as TRUSTEE UNDER LAND TRUST #28845489462 dated January 1<sup>st</sup> 2017, and John Paul Jones as TRUSTEE UNDER PERSONAL PROPERTY TRUST # 28845489462W dated January 1<sup>st</sup> 2017, of P.O. box 0669, Zephyrhills, Florida 33539-0669

STATE OF FLORIDA  
COUNTY OF PASCO

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that John Paul Jones, as TRUSTEE UNDER LAND TRUST #28845489462 dated January 1<sup>st</sup> 2017, and John Paul Jones as TRUSTEE UNDER PERSONAL PROPERTY TRUST # 28845489462W dated January 1<sup>st</sup> 2017, of P.O. box 0669, Zephyrhills, Florida 33539-0669, who is personally known to me, or has produced a Driver's License, this day personally appeared and acknowledged before me that he executed the foregoing Mortgage, and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual's described in and who executed the said Mortgage.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 1<sup>st</sup> day of January, A.D. 2017

Deborah G. Cydlo  
NOTARY PUBLIC  
STATE OF FLORIDA



DEBORAH G. CYDLO  
MY COMMISSION # FF 105658  
EXPIRES: March 28, 2018  
Bonded Thru Budget Notary Services

EXHIBIT "D"

Structures and Improvements	\$11,039.78
Wells and Springs	\$35,291.37
Supply Mains	\$19,143.80
Pumping Equipment	\$8,901.45
Water Treatment Equipment	\$6,264.51
Distribution Reservoirs and Standpipes	\$16,288.80
Meter and Meter Installation	\$769.99
TOTAL	\$97,699.70



EXHIBIT "E"

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 605.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0" East, 63.37 feet to a concrete monument; thence South 0 05' 21" East, 92.5 feet; thence North 89 47' 0" West, 63.51 feet; thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet thereof for road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY COMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 39) (Value \$6,433.44)

AND

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 545.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0 East, 60.0 feet to an iron rod, NW corner of Lot 39 and with, South 92.5 feet, thence North 89 47' 0" West, 60.0 feet; thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet for road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY COMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 40) (Value \$6,433.44)

AND

Beginning at a R. R. Spike at the NW corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 26 South, Range 21 East, thence South 331.38 feet; thence South 89 47' 0" East, 485.0 feet to an iron rod for a Point of Beginning; thence South 89 47' 0" East, 60.0 feet to an iron rod, NW corner of Lot 40 and with, South 92.5 feet, thence North 89 47' 0" West, 60.0 feet, thence North 92.5 feet to the Point of Beginning, LESS the South 17.5 feet for the road right of way purposes, being a part of Tract 11, ZEPHYRHILLS COLONY CAMPANY LANDS, recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Lot 41) (Value \$6,433.42)

TOGETHER with right of way reserved and together with access across property owned by Tropical Mobile Home Association, Inc., as described in Official Record Book 1168, Page 236, Public Records of Pasco County, Florida.

Exhibit F

4:17 PM

04/26/17

Accrual Basis

A Utility Inc.  
**Balance Sheet**  
As of December 31, 2017

	<u>Dec 31, 17</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
A Utility Inc.	7,360.77
Total Checking/Savings	7,360.77
Accounts Receivable	
Accounts Receivable	-4,276.31
Total Accounts Receivable	-4,276.31
Other Current Assets	
Depreciable Assets	
Distribution Reservoirs and Sta	16,288.80
Meter and Meter Installation	769.99
Pumping Equipment	8,901.45
Structures and Improvements	11,039.78
Supply Mains	19,143.80
Water Treatment Equipment	6,264.51
Wells and Springs	35,291.37
Total Depreciable Assets	97,699.70
Total Other Current Assets	97,699.70
Total Current Assets	100,784.16
Fixed Assets	
Land	
Lot # 39	6,433.44
Lot # 40	6,433.44
Lot # 41	6,433.42
Total Land	19,300.30
Total Fixed Assets	19,300.30
<b>TOTAL ASSETS</b>	<b><u>120,084.46</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Long Term Liabilities	
Loans Payable	
First MTG to DSI (117,000.00)	117,000.00
Total Loans Payable	117,000.00
Total Long Term Liabilities	117,000.00
Total Liabilities	117,000.00
Equity	
Net Income	3,084.46
Total Equity	3,084.46
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>120,084.46</u></b>

*Exhibit "G"*

DESCRIPTION OF TERRITORY SERVED

A PARCEL OF LAND LYING IN THE SECTION 15, TOWNSHIP 26 SOUTH, RANGE 21 AND BEING IN PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE RUN WEST ALONG SAID NORTH SECTION LINE 300 FEET FOR A POINT OF BEGINNING PARCEL; THENCE CONTINUE SOUTH 230 FEET MORE OR LESS; THENCE EAST 300 FEET MORE OR LESS TO EAST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 400 FEET; THENCE WEST 650 FEET; THENCE SOUTH 350 FEET MORE OR LESS; THENCE WEST 605 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE 650 FEET; THENCE EAST 650 FEET; THENCE NORTH 100 FEET; THENCE EAST 200 FEET; THENCE NORTH 230 FEET MORE OR LESS TO THE NORTH LINE OF SAID SECTION 15; THENCE EAST ALONG SAID SECTION LINE 150 FEET MORE OR LESS TO THE POINT OF BEGINNING.



*Exhibit H*  
**Florida Department of  
Environmental Protection**

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, FL 33637-0926

January 5, 2016

Mr. Troy Fonder, Owner  
Tropical Trailer Park  
36645 Sunshine Road  
Zephyrhills, FL 33541  
[housingmanagementinc@yahoo.com](mailto:housingmanagementinc@yahoo.com)

Re: CAO Closure Letter  
Tropical Trailer Park  
PWS-ID No.: 651-1859  
Pasco County

Dear Mr. Fonder:

Department personnel conducted a file review of the above-referenced facility on December 30, 2015. Based on the information, the facility was determined to be in compliance.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Kira Soroka at (813) 470-5964, or via e-mail at [kira.soroka@dep.state.fl.us](mailto:kira.soroka@dep.state.fl.us).

Sincerely,

A handwritten signature in black ink, appearing to read "J S Brock".

James S Brock  
Government Operations Consultant  
Compliance Assurance Program  
Southwest District  
Florida Department of Environmental Protection

cc: Tom Carman and Glenn Fagan, Carman Environmental, [carmanh2o@yahoo.com](mailto:carmanh2o@yahoo.com)

*Exhibit I pg 1 of 8*

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| Flat Rate         | \$14.12                     |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - May 31, 2016

TYPE OF FILING - 2016 Price Index

WS-16-0038

TROY FONDER  
ISSUING OFFICER

MANAGER  
TITLE

*Exhibit I pg 2 of 8*

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY – Available throughout the area served by the Company.
- APPLICABILITY – For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD – Monthly
- |               |                   |                             |
|---------------|-------------------|-----------------------------|
| <u>RATE</u> – | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|               | Flat Rate         | \$13.97                     |
- MINIMUM CHARGE – Base Facility Charge
- TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE – June 30, 2015
- TYPE OF FILING – Reorganization to Conform to Model Tariff

NAME OF COMPANY Allen Lafortune and Otis Fonder

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.  
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.  
BILLING PERIOD -  
RATE - Flat Rate  
\$13.74

MINIMUM CHARGE - \$13.74

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - May 16, 2014

TYPE OF FILING - 2014 Price Index

Troy Fonder  
ISSUING OFFICER  
Manager  
TITLE

NAME OF COMPANY Allen Lafortune and Otis Fonder

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - Flat Rate  
\$13.58

MINIMUM CHARGE - \$13.58

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - May 28, 2013

TYPE OF FILING - 2013 Price Index

Troy Fonder  
ISSUING OFFICER  
Manager  
TITLE



NAME OF COMPANY Allen Lafortune and Otis Fonder

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - Flat Rate  
\$13.40
- MINIMUM CHARGE - \$13.40
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - October 8, 2012
- TYPE OF FILING - 2012 Price Index

Troy Fonder  
ISSUING OFFICER

Manager  
TITLE

NAME OF COMPANY Allen Lafortune and Otis Fonder

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - Flat Rate  
\$13.11 Per Month

MINIMUM CHARGE - \$13.11 Per Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 25, 2011

TYPE OF FILING - 2011 Price Index

Troy Fonder  
ISSUING OFFICER

Manager  
TITLE

NAME OF COMPANY Allen Lafortune and Otis Fonder

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - For water service to all Customers for which no other schedule applies.  
LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.  
BILLING PERIOD -  
RATE - Flat Rate  
\$12.98 Per Month

MINIMUM CHARGE - \$12.98 per month

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - June 1, 2010

TYPE OF FILING - 2009 Index

Troy Fonder  
ISSUING OFFICER

Manager  
TITLE

*Exhibit I pg 8 of 8*

NAME OF COMPANY Allen Lafortune and Otis Fonder

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.  
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

RATE -

Flat Rate

\$12.65 Per Month

MINIMUM CHARGE - \$12.65 PER - Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

Effective Date: August 24, 1989  
Staff-Assisted Rate Case

Al LaFortune



Florida Department of Environmental Protection

Bureau of Finance & Accounting

P.O.Box 3070

Tallahassee, FL 32315-3070

Drinking Water Annual Operating License Fee

INVOICE

July 1, 2016 through June 30, 2017

INVOICE NO: 046260

DATE: 7/15/2016

www.dep.state.fl.us

PWS # 6511859
BEVERLY FONDER
TROPICAL TRAILER PARK
36645 SUNSHINE ROAD
ZEPHYRHILLS, FL 33541

E-mail:HOUSINGMANAGEMENTINC@YAHOO.COM

Accounting Information table with fields: Object Code, Org code, Expansion Option, FLAIR Code, PWS #

Table with columns: PWS #, SYSTEM NAME, INVOICE AMOUNT. Row: 6511859, TROPICAL TRAILER PARK, \$100.00

Invoice amount represents only current year fee assessment.

This fee is assessed pursuant to Rule 62-4.053, Florida Administrative Code, and is DUE August 31, 2016. A copy of the rule may be found at https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-4.
Payments can be made by personal, business, or cashier's check, money order, electronic fund transfer or by credit card. To pay online, visit http://www.dep.state.fl.us/ and select the link 'DEP Business Portal'. Then select 'Pay Fees'. Under the category for Water select 'Drinking Water Annual Operating License Fees'. Then follow the instructions to register or login.
If you represent a municipality (city/county government) or entity thereof, you may be eligible for a reduction or waiver of permit processing fees pursuant to Section 218.075, Florida Statutes. To obtain the most 'current' guidance for submitting a fee waiver request please register or login to the DEP Business Portal at the web link above.
If you have any questions about this fee, payment, or fee waiver eligibility please e-mail Bruce.Nickerson@dep.state.fl.us or call (850) 245-8481.

PLEASE DETACH THIS PORTION OF THE INVOICE AND RETURN WITH YOUR PAYMENT. FOR MULTIPLE SYSTEMS, PLEASE INCLUDE THE REMITTANCE FOR EACH INVOICE.

INVOICE NO: 046260
DATE: 7/15/2016

MAKE PAYMENTS PAYABLE TO: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REMIT ADDRESS: BUREAU OF FINANCE AND ACCOUNTING
P.O. BOX 3070, TALLAHASSEE, FL 32315-3070

or PAY ONLINE at:
http://www.dep.state.fl.us/

Table with columns: PWS #, SYSTEM NAME, INVOICE AMOUNT, REMIT AMOUNT. Row: 6511859, TROPICAL TRAILER PARK, \$100.00, \$

Accounting Information table with fields: Object Code, Org code, Expansion Option, FLAIR Code, PWS #

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Select IDs To Pay

Select Drinking Water Systems To Pay

Please select the Drinking Water Systems whose Annual Operating Fees you wish to pay:

[Select/Deselect](#)

[All](#)

**Drinking Water System**

**Fees Due**

<input type="checkbox"/>	<u>6511859 - TROPICAL TRAILER PARK</u>		
	07/27/2015	Prior Account Balance	\$0.00
	07/12/2016	2017 INVOICE # 46260 (7/1/2016-6/30/2017)	\$100.00
	07/19/2016	<u>Recent Account Activity</u>	<u>\$-100.00</u>
	05/02/2017	<b>Ending Account Balance</b>	<b>\$0.00</b>

**Total Fees Due : \$0.00**

**Total Records : 1**

[Go Back to Previous Step](#) [Continue](#)

## Help

Select only the systems that you will be paying for and click on the **Continue** button. If none of the systems match your DEP invoice or statement, click on the **Go Back to Previous Step** button to begin the search process once again.

You can only select a system with a balance due. If the Ending Account Balance is less than or equal to \$0.00, click on the **Go Back to Previous Step** button to begin the search process once again.

## About

Welcome to the Florida DEP Online Business Portal!

You have selected to pay your Drinking Water Annual Operating License Fees. All fees were assessed pursuant to Rule 62-4.053, Florida Administrative Code. A copy of the rule may be found at <http://www.dep.state.fl.us/legal/Rules/shared/62-4/62-4.pdf>. This program is authorized under § 403.087(6) Florida Statutes. These fees

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*Enterprise Self Service Authorizations — 1.2.93.30447*

*Office of Technology and Information Services*

*[Site Map](#) — [Service Desk](#) — 850-245-7555 — [Contact Us](#)*

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Florida Department of  
Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Ryan E. Matthews  
Interim Secretary

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**Payment Receipt**

Remittance ID:	1186446
Remittance Date:	07/19/2016 02:18:38 PM
Name:	Betty Sansone
Address:	1526 NokomisDr Colorado Springs, CO 80915
Payment Type:	Drinking Water Annual Fees
Amount:	\$100.00