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July 11, 1996

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Spruce Creek South Utilities, Inc.; Application
for extension of water and wastewater service
territories in Marion County; PSC Docket No. **960380-WS**
Our File No. 28039.04

Dear Ms. Bayo:

Attached in accordance with the recent Staff requests are 15 copies of the recorded lease agreements for the water and wastewater treatment plant sites to be utilized in providing service to the territory proposed for service in our recent application. These show the book and page number where recorded in the public records.

I believe that with the filing of this information, everything is now complete and finalized to enable the Commission to render an administrative order in these proceedings. I hereby request on behalf of the Utility that such be done immediately.

Should you or any members of the Staff have any further questions or if we can provide any further information to help expedite the issuance of the administrative order, please do not hesitate to contact me. These areas are in immediate need of service at this time.

Sincerely,

ROSE, SUNDSTROM & BENTLEY

F. Marshall Deterding
For The Firm

FMD/lts
Enclosures

cc: Mr. Travis Coker
Bobbie Reyes, Esquire
Mr. Art Monnig
Mr. Jay Thompson

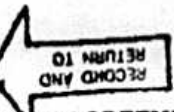
DOCUMENT NUMBER-DATE

07312 JUL 11 96

FPSC-RECORDS/REPORTING

ACK
AFA _____
APP _____
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LEG 1
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OPC _____
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Record & Return to: C. A. Monnig
17886 S.E. 102nd Ave
Summerfield, FL 34487



THOMAS P. KLINCKER, CLERK OF CIRCUIT COURT
FILE: 96049988
07/09/96 09:36
OR BOOK/PAGE: 2265/662
MARION COUNTY - *S. Jick*

15.00 Rec.

This Lease Agreement made and entered into this 8 day of July, 1996, by and between Spruce Creek Golf & Country Club, Inc., hereinafter referred to as "Lessor" and Spruce Creek South Utilities, Inc., hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, "Lessor" is the owner of that certain real property described in paragraph 2 below and the developer of SPRUCE CREEK PRESERVE, a single family residential subdivision located in Marion County, Florida, and

WHEREAS, "Lessee", is a water and sanitary sewer utility company certified and capable to provide central water and central sewer utility service to the homes located in SPRUCE CREEK PRESERVE by the Public Service Commission of the State of Florida, and

WHEREAS, "Lessee" desires to lease from "Lessor" and "Lessor" agrees to lease to "Lessee" that real property described in paragraph 2 below on which will be located a potable water well, chlorinated plant and water storage tank and a central sewage treatment facility, which will be owned by "Lessee" based upon the terms, covenants and conditions as provided for herein.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions as described herein and other good and valuable consideration, receipt of which each of the parties hereto acknowledge receiving from the other. The "Lessor" and the "Lessee" contract and agree as follows:

1. LEASE OF THE PREMISES: The "Lessor" hereby leases and lets unto the "Lessee" that real property described in paragraph 2 hereof.

2. LEGAL DESCRIPTION:

Legal Description for Wells and Water Plant Site
Spruce Creek Preserve

A tract of land situated in the Southeast 1/4 of Section 9, Township 17 South, Range 20 East, Marion County, Florida, being more particularly described as follows.

Commencing at the Southeast corner of Section 9, Township 17 South, Range 20 East, thence North 00 00'21" West along the East boundary thereof, 950.72 feet; thence departing said boundary proceed south 89 59'39" West, perpendicular to said boundary, a distance of 1523.53 feet to the Point of Beginning (P.O.B.). From said P.O.B. continue South 89 59'39" West, 210.00 Feet; thence North 00 00'21" West, 210.00 feet; thence North 89 59'39" East, 210.00 feet; thence South 00 00'21" East 210.00 feet to the Point of Beginning. Containing 1.01 acres more or less.

Legal Description of the Wastewater Treatment Plant Site,
Spruce Creek Preserve

A tract of land situated in that part of the Southeast 1/4 of Section 4 and that part of the Northeast 1/4 of Section 9, Township 17 South, Range 20 East, lying South and East of State Road No. 200 (100 feet wide), being more particularly described as follows.

Commencing at the Northeast corner of Section 9, Township 17 South, Range 20 East, proceed South 89 47'24" West along the North boundary thereof, 50.00 feet to the Point of Beginning (P.O.B.). From said P.O.B. proceed South 00 05'47" East along a line parallel to and 50.00 feet West of the East boundary of said Section 9, a distance of 29.00 feet; thence proceed South 89 47'24" West, parallel to the North boundary of said Section 9, a distance of 300.00 feet; thence North 00 05'47" West, 29.00 feet to said North boundary; thence continue North 00 05'47" West 11.51 feet to the Southeasterly right of way line of State Road No. 200; thence North 41 54'55" East along said Right-of-Way Line 447.68 feet; thence departing said Right-of-Way line, proceed South 00 09'31" East along a line parallel to and 50.00 feet West of the East boundary of Section 4, Township 17 South, Range 20 East, a distance of 343.55 feet to the Point of Beginning.

All being in Marion County, Florida and containing 1.85 acres more or less.

**Legal Description of the Wastewater Effluent Sprayfield Site,
Spruce Creek Preserve**

A tract of land situated in the Northeast 1/4 of Section 9, Township 17 South, Range 20 East, being more particularly described as follows.

Commencing at the Northeast corner of Section 9, Township 17 South, Range 20 East, proceed South 89 47'24" West along the North boundary of said Section 9, a distance of 50.00 feet; thence proceed South 00 05'47" East along a line parallel to, and 50.00 feet West of the East boundary of said Section 9, a distance of 29.00 feet to the Point of Beginning (P.O.B.) From said P.O.B., continue South 00 05'47" East along said parallel line, a distance of 1491.00 feet; thence North 89 47'24" East, 50.00 feet to said East boundary; thence South 00 05'47" East along said East boundary 400.00 Feet; thence departing said East boundary, proceed North 63 31'53" West, 559.02 feet; thence North 18 20'19" East, 474.34 feet; thence North 00 05'47" West, 1190.31 feet; thence North 89 47'24" East, 300.00 feet to the Point of Beginning.

All being in Marion County, Florida and containing 13.68 acres more or less.

3. **USE OF THE PREMISES:** The "Lessee", its principals, officers, employees, agents and servants shall have access to and the right to utilize the above described premises for the purposes of providing, supplying and maintaining potable water and sanitary sewer to the individual residences located in SPRUCE CREEK PRESERVE.

4. **TERM OF LEASE:** The term of this lease shall be for ninety-nine (99) consecutive years commencing on the date and year first above written and terminating the date and year ninety-nine years hence, unless terminated by the "Lessee" purchasing from the "Lessor" the real property described in paragraph 2 above.

5. **AD-VALOREM TAXES:** The "Lessee" shall pay any and all Ad-Valorem taxes assessed to the premises on or before thirty (30) days prior to the taxes becoming delinquent. "Lessee" shall furnish to "Lessor", proof of payment of the aforementioned taxes.

6. **INSURANCE:** The "Lessee" shall, at all time during the term of the Lease, maintain liability insurance coverage on the premises in amounts not less than \$500,000.00 per incident and \$1,000,000.00 per occurrence. "Lessee" shall provide to "Lessor", a copy of the insurance policy and/or Certificate of Insurance coverage evidencing the aforementioned coverage.

FILE: 96049986
OR BOOK/PAGE: 2265/663

7. **TERMINATION OF LEASE:** This Lease Agreement may be terminated by either the "Lessor" or "Lessee" with out without cause upon ninety (90) days notice of its intent to terminate to the other.

8. **LAW OF GOVERNING:** This Lease Agreement shall be governed by and in accordance with the laws of the State of Florida.

WITNESSES:

Jerry Rothman
Margaret Byth

Jerry Rothman
Margaret Byth

LESSOR:
SPRUCE CREEK GOLF & COUNTRY CLUB, INC.

BY: Harvey D. Erp
HARVEY D. ERP, PRESIDENT

LESSEE:
SPRUCE CREEK SOUTH UTILITIES, INC.

BY: Jay A. Thompson
JAY A. THOMPSON, VICE PRESIDENT

FILE: 9604988
OR BOOK/PAGE: 2265/664

3 of 3

State of Florida
County of Marion

The foregoing was acknowledged before me this 8 day of July 1996, by Harvey D. Erp, President of Spruce Creek Golf & Country Club and Jay A. Thompson, Vice President of Spruce Creek South Utilities, Inc., who both are personally known to me.

Elaine J. Jarosz
Notary Signature

Printed Name ELAINE J. JAROSZ
MY COMMISSION EXPIRES NOV 11 1998
OFFICE OF THE COUNTY CLERK, MARION COUNTY, FLORIDA