

Village Water, Ltd.

ORIGINAL
FILE COPY

Post Office Box 2211 ■ Lakeland, Florida 33806 ■ 813 665-8242

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
96 NOV 94 AM 9 41

MAIL ROOM

October 30, 1996

State of Florida
Public Service Commission
Director
Division of Records
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0873

RE: Docket No. 960989-WS; Application for certificate under grandfather rights to provide water and wastewater service by Village Water, Ltd. in Polk County.

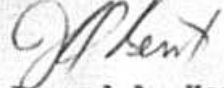
Dear Ms. Tomlinson:

Pursuant to your letter of October 24, 1996 we have recorded the 99 year lease.

Enclosed for your use is the original and five copies of the recorded document.

Thank you for your assistance.

Sincerely,



Jerard A. Kent
President

- ACY _____
- AF _____
- AF _____
- CAF _____ JAK:lm
- CAF _____ Enclosures
- CMU _____
- CTR _____
- EAG _____
- LEG _____ 1
- LIN _____
- OF _____
- R _____
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- Qin _____

DOCUMENT NUMBER-DATE

11778 NOV-4 96

FPSC-RECORDS/REPORTING

Business LeaseORIGINAL
FILE COPY

THIS AGREEMENT, entered into this 1st day of January, 1992, between SHIRLEY W. KENT, hereinafter called the lessor, party of the first part, and VILLAGE WATER, LTD., of the County of Polk and State of Florida, hereinafter called the lessee or tenant, party of the second part:

WITNESSETH, That the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor One 14.312-Acre Site to be used for Sewer Plant and Retention Pond (See legal attached), for the term of 99 Years, subject and conditioned on the provisions of clause ten of this lease beginning the 1st day of January, 1992, and ending the 31st day of December, 2091, at and for the agreed total rental of \$6,000.00 per year, payable as follows:

\$500.00 on the first day of each month starting January 1, 1992,

DEPT 115	17.0
DEPT 291	2.0
DEPT 128	5.0
TOTAL	24.50
CASH	30.0
CHANCE	5.0

all payments to be made to the lessor on the first day of each and every month in advance without demand at the office of Shirley W. Kent, 2905 Jacque Lee Lane in the City of Lakeland, Florida, or at such other place and to such other person, as the lessor may from time to time delegate in writing.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

FIRST: The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

THIRD: That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at tenant's own cost and expense.

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Agreement, whereby the same shall be rendered untenable, then the lessor shall have the right to render said premises tenable by repairs within ninety days therefrom. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all of the rights of the lessee hereunder.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way therefor, and relet the premises with or without any

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J. A. Kent
2905 Jacque Lee Lane
Lakeland, FL 33803

furniture that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: Lessee agrees to pay the cost of collection and ten percent attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessee agrees that he will pay all charges for rent, gas, electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor may at its option consider the said lessee tenant at sufferance and the entire rent for the rental period than next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINTH: The said lessee hereby pledges and assigns to the lessor all the furniture, fixtures, goods and chattels of said lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said lessor, and does hereby agree to pay attorney's fees of ten percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the lessor.

TENTH: It is hereby agreed and understood between lessor and lessee that in the event the lessor decides to remodel, alter or demolish all or part of the premises leased hereunder, or in the event of the sale or long term lease of all or any part of the building requiring this space, the lessee agrees to vacate same upon receipt of sixty (60) days' written notice and the return of any advance rental paid on account of this lease.

ELEVENTH: The lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Agreement, or to the rules and regulations of this building.

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or negligence of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this Agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said term the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this Agreement.

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice mailed or delivered to the office of the lessor shall constitute sufficient notice to the lessor, to comply with the terms of this contract.

NINETEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

TWENTIETH: It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTY-FIRST: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval before installation of same.

TWENTY-SECOND: It is further understood and agreed between the parties hereto that lessee shall be responsible for paying all State Sales Tax on lease payments as well as Polk County Real Estate and Volaren Taxes on the buildings and Polk County Personal Property Tax on building contents.

TWENTY-THIRD: It is further understood and agreed between the parties hereto that lessee and lessee's employees and suppliers will use the Maine Avenue entrance as ingress and egress to the facilities. Lessor will be responsible for providing and maintaining this entrance.

TWENTY-FOURTH: It is further understood and agreed between the parties hereto that lessor may increase the annual rental amounts payable.

TWENTY-FIFTH: It is further understood and agreed between the parties hereto that lease will automatically renew unless lessee gives three months' notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

Ann W. Sherouse
Janet Pierce
As to Lessor

Richard W. Kent (Seal)
Lessor

Ann W. Sherouse
Janet Pierce
As to Lessee

Janet R. Kent (Seal)
VILLAGE CENTER, LTD. (Seal)
Lessee

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 31st day of October 1996 by Richard W. Kent who is personally known to me or who has produced _____ as identification and who did/~~did not~~ take an oath.

Candy Lynn Thompson
Notary

Candy Lynn Thompson



DESCRIPTION:

COMMENCE AT THE NORTH CORNER OF SECTION 36, TWP. 28S., RGE 24E. IN POLK COUNTY, FLORIDA; THENCE RUN S 00°05'19" W, 100.0 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°56'30" E, 1,400.0 FEET; THENCE RUN S 00°05'19" W, 467.0 FEET; THENCE RUN S 89°56'30" W, 1,400.00 FEET TO THE WEST LINE OF SAID SECTION 36; THENCE RUN N 00°05'19" E ALONG SAID SECTION LINE 467.0 FEET TO THE POINT OF BEGINNING.
LESS THE WEST 65.0 FEET OF THE DESCRIBED PARCEL.
CONTAINING 14.312 ACRES.

STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal this 31st day of Oct 1976.
E. D. "BUD" DIXON, CLERK CIRCUIT COURT
By *[Signature]* D.M.C.

