County-Wide Utility Company, Inc.

Application for Amendment of Certificate Number 390-W

Kenneth A. Hoffman, Esquire William B. Willingham, Esquire Rutledge, Ecenia, Underwood, Purnell & Hoffman, P.A. P. O. Box 551 Tallahassee, Florida 32302-0551 (904) 681-6788 Dirk J. Leeward County-Wide Utility Company, Inc. 7801 S.E. 58th Avenue Ocala, Florida 34480 (352) 245-7007

DOCUMENT COMMENDATE

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FPSC-RECORDS/REPORTING

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Kenneth A. Hoffman, Esquire William B. Willingham, Esquire Rutledge, Ecenia, Underwood, Purnell & Hoffman, P.A. P. O. Box 551 Tallahassee, Florida 32302-0551 (904) 681-6788 Dirk J. Leeward County-Wide Utility Company, Inc. 7801 S.E. 58th Avenue Ocala, Florida 34480 (352) 245-7007

(EXTENSION OR DELETION)

(Pursuant to Section 367.045, Florida Statutes)

Director, Division of Records and Reporting To: Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Plorida 32399-0850 The undersigned hereby makes application for amendment of Water Certificate No. 390-W and/or-Wastewater-Certificate=No. to Add (add-or-delete) territory located in N/A County, Florida, and submits Marion following information: PART I APPLICANT INFORMATION The full name (as it appears on the certificate), address and telephone number of the applicant: COUNTY-WIDE UTILITY CO., INC. Name of utility 245-1144 352 , 245-7007 Phone No. Fax No. 7801 SE 58th Avenue Office street address 34480 Ocala FLZip Code City State Mailing address if different from street address countywide@pig.net Internet address if applicable The name, address and telephone number of the person to contact concerning this application: Dirk J. Leeward 352-245-7007 Phone No. Name 7801 SE 58th Avenue Street address 34480 0cala FL

State

Zip Code

City

PART II MEED FOR SERVICE

- A) Exhibit A If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.
- B) Exhibit B If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service.
- C) Exhibit _____ A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

PART III SYSTEM INFORMATION

A) WATER

- (1) Exhibit D A statement describing the proposed type(s) of water service to be provided by the extension (i.e., potable, non-potable or both).
- (2) Exhibit E A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.
- (3) Exhibit F The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (4) Exhibit G A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.

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(6) Exhibit H - Evidence the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

B) TASTETATES

N/A

- N/A (1) Exhibit - A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- The numbers and dates of any (2) Exhibit N/A construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- If the utility is planning to (3) Exhibit build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.
- (4) Exhibit N/A If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse.
- N/A - A description of the types of (5) Exhibit _ customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.

N/A

(7) Exhibit N/A - Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

PART IV PINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit I A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.
- B) Exhibit ____ A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.
- C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges. Order No. 12899 issued January 18, 1984.
- D) Exhibit K A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

PART V TERRITORY DESCRIPTION AND MAPS

A) TERRITORY DESCRIPTION

Exhibit ____ - An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territory is different, provide separate descriptions.

B) TERRITORY MAPS

Exhibit __M___ - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory to be added or deleted is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) SYSTEM MAPS

Exhibit N - One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for water and wastewater systems.

PART VI MOTICE OF ACTUAL APPLICATION

- A) Exhibit 0 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:
 - 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 are located within the county in which 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 that hold a certificate granted by the Commission;
 - (4) the regional planning council;
 - (5) the Office of Public Counsel;
 - (6) the Public Service Commission's Director of Records and Reporting;
 - (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 P 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. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit Q 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 VII PILING PER

Indicate the filing fee enclosed with the application:

\$ 500.00 (for water) and/or \$ N/A (for waterater).

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

- (1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, the filing fee shall be \$100.
- (2) For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be \$200.
- (3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be \$500.
- (4) For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be \$1,000.
- (5) For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, the filing fee shall be \$1,750.
- (6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be \$2,250.

PART VIII TARIFF AND ANNUAL REPORTS

- A) Exhibit R An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit S The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (The rules and sample tariff sheets are attached.)

PART IX APPIDAVIT

I Dirk J. Leeward (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

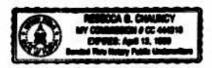
BY:

Applicant's Signature

Applicant's Name (Typed)

President

Applicant's Title *



Notary Public

* If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same. 발생님 이번 기가 있는 생생이 있는 그는 것이 되었다.

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Exhibit "A"

If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.

The proposed area for extension of territory consists of Unit Nos. 3, 4, and 5 of the Bahia Oaks subdivision.

Bahia Oaks Units 1 and 2 are presently certificated. Although Units 3-5 were included in CWU's county franchise, due to an error in the legal description of CWU's grandfather certificate application, the additional units were not included.

CWU recently reviewed a map of certificated areas within Marion County prepared by consultants hired by the Marion County Utility Department and noticed that those additional units were not shown. CWU then reviewed its certificate and found that the legal description did not cover those units.

On October 14, 1996, CWU asked for an administrative amendment to its certificated area to correct the legal description. That request was denied and Ms. Billie Messer of the FPSC Staff instructed CWU to file this application.

CWU is currently serving approximately 110 customers within Unit 3 and infrastructure (including water lines) is in place for the balance of Unit 3. The Developer of Units 3-5 has estimated that the balance of the development should be built out within five years. The developer has recently contracted to sell an outparcel in the commercial area of Unit 4 at the southern boundary of the proposed territory addition and has an immediate need for service.

Exhibit "B"

If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service.

Not Applicable

Exhibit "C"

A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

The proposed territory addition falls within the boundary of the comprehensive planning area of Marion County. The proposed territory also lies outside of the City of Ocala water and sewer service area that is the subject of a recent interlocal agreement between the city and county. CWU has reviewed the potable water sub-element of the plan and CWU's proposed territory addition and the provision of water service by CWU is consistent with the plan.

The addition of this territory will also allow the possibility of an interconnection of the Bahia Oaks system to the Majestic Oaks system owned by Windstream Utilities Co. to lessen the impact of an outage or high demand times by either system.

Exhibit "D"

A statement describing the proposed type(s) of water service to be provided by the extension (i.e., potable, non-potable, or both).

The extension areas will be served with potable water service from CWU's existing water plant located in the existing territory and within Bahia Oaks Unit No. 1.

Exhibit "E"

A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.

CWU's 1995 system statistics reflect the sale of 25,243,600 gallons serving an average of 358 residential customers during the year. That equates to an average of .55 ERC's per residential lot. Marion County's Comprehensive Plan establishes a Level of Service of 2,750 gpd per non-residential acre which equates to 5.7 ERC's per commercial acre.

The system is currently serving an average of 270 customers (149 ERC's) in Bahia Oaks Units 1 and 2 and approximately 110 customers (61 ERC's) within a portion of Bahia Oaks Unit 3. Infrastructure (including water lines) is in place for 100 residential lots (55 ERC's) comprising the balance of Unit 3. An additional 300 residential lots (165 ERC's) and 15 commercial acres (118 ERC's) are permitted for Units 4 and 5. The expansion thus totals 399 ERC's.

CWU's engineer has certified in CWU's FDEP application that the existing water treatment plant will serve Bahia Oaks Units 1 through 5. If property owners within the territory and outside the Bahia Oaks development request service or if demand increases over projections, CWU plans to expand the existing plant and enlarge selected proposed transmission lines or possibly add an additional plant to the system within Unit 5.

Distribution facilities for Bahia Oaks Units 3 through 5 have already been engineered and have been permitted by the FDEP as detailed in Exhibit "F". A modification to the permit would be required for any extensions beyond those areas.

Exhibit "F"

The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.

The construction of the water treatment plant and prior phases of the distribution system was approved by HRS on January 24, 1972, permit number 13782. Construction of distribution facilities in the expansion area was permitted by FDEP on October 8, 1985, under a General Permit with a tracking number of 110026. The FDEP PWS-IDW is 6420103.

Exhibit "G"

A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.

CWU anticipates serving approximately 400 single family homes or mobile homes plus approximately 15 acres of commercial with this extension.

Exhibit "H"

Evidence that the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

Attached as Attachment H-1 is a copy of the lease from Bahia Oaks, Inc. to CWU for the water treatment plant site.

This instrument prepared by: Dirk J. Leeward 7801 S.E. 58th Ave. Ocala, FL 34480

LEASE AGREEMENT

WITNESSETH

That in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable considerations, it is mutually covenanted and agreed as follows:

PREMISES. Landlord, in consideration of the rentals herein agreed to be paid by
Tenant, and other covenants, conditions and agreements herein agreed to be kept and performed by Tenant,
hereby leases and demises unto Tenant, and Tenant hereby non-exclusively rents, takes and accepts from
Landlord, those certain Premises situate in Marion County, Florida, hereinafter referred to as the "Premises" and
described as follows:

Lot 4, Block 17, Bahia Oaks Unit No. One as recorded in Plat Book L, Page _ Public Records of Marion County, Florida.

with all rights, privileges, easements and appurtenances thereto, which are of benefit to Tenant together with the south half of the building situate thereon. Landlord covenants that he is the owner in fee simple of the lands berein described.

 TERM. The term of this Lease Agreement shall commence on January 1, 1984 and continue for a term of ninety-nine (99) years, subject to earlier termination as set forth herein.

RENTAL PAYMENTS, CHARGES, AND TAXES.

- a. Tenant covenants and agrees to pay as rental the following:
 - (1) \$187.50 due the first day of each month of the rental term.
- In addition, Tenant shall pay with each tent payment;
 - (1) all taxes imposed on the rent by taxing authorities which is currently

6% of the rental amount.

- (2) Tenant shall pay one-half of the real property taxes and assessments and all other ad valorem taxes or other taxes and assessments assessed against or by reason of the property and improvements which the Tenant owns or uses upon the Premises, any and all sales or transaction taxes now or hereafter collectible by reason of the existence of this Lease Agreement and the relationship of Landlord and Tenant and all licenses and other fees in connection with and in the conduct of the Tenant's business.
- c. On April 1 of each year, the rent shall increase by the percentage utilized by the FPSC for rate indexing or, in the event the discontinuation of such indexing, then an index which is reasonably related to the Gross Domestic Product Deflator in evaluating the economic conditions prevailing at that time. Landlord may waive such indexing in any year without waiving the cumulative effect of the index in later years.

- d. Additional rent consisting of all such other sums of money as shall become due from and payable by Tenant to Landlord hereunder (for default in payment of which Landlord shall have the same remedies as for a default in payment of fixed tent), all to be paid to Landlord without demand, deduction or set-off, at its office, or such agent or such other place as Landlord may designate by notice to Tenant, in lawful money of the United States of America. Rent shall be made payable to Landlord.
- DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the payments described above, Tenant shall pay the following:
- a. A Late Charge in the amount of \$25.00 for each lease payment made more than five days after the date it is due.
- b. a Bad Check Fee in the amount of 5% of the check amount or \$20,00, whichever is greater.
- 5. NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely not throughout the term of this Lease, the rent, free of any charges, assessments, impositions or deductions of any kind and without any abatement, deduction or setoff, other than as herein otherwise expressly provided for, and under no circumstances or conditions whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the Landlord be expected or required to make any payments of any kind whatsoever, nor to be under any other obligation or liability hereunder, except as herein otherwise expressly set forth.
- 6. <u>USE OF PREMISES.</u> Tenant shall have the right to use the leased Premises to operate a water plant and use a building to house a generator and supplies (the "Plant"). The Tenant may use the plant constructed thereon and related facilities for production and treatment of water for area customers to hook up to said water treatment plant. The Tenant may construct any and all facilities appurtenant to and reasonably necessary for water production and treatment on the Property for wells, tanks, lines, pumps, and electrical installations, and shall not utilize the Property for any other uses without the prior written consent of Landlord and the payment of additional rent therefore, which said consent may be withheld without cause.
- PERMITTING. It is understood that the Tenant must obtain all permits for the construction and operation of the Plant. Tenant agrees to supply Landlord with copies of all executed applications prior to their submission to the appropriate governmental authority, and of all permits subsequently granted.
- 8. REPAIR AND MAINTENANCE OF PREMISES. Tenant agrees to maintain in good repair and safe condition all improvements and buildings now or hereafter located on the Premises. Tenant also agrees to maintain all landscaping, and outdoor fixtures, sidewalks and parking areas in neat and well-kept condition. Tenant further agrees to repair any damage to the Premises, including the buildings and other improvements situate on the Premises, including, but not limited to, sidewalks, driveways and parking areas. Upon termination of this Lease, Tenant shall deliver the Premises to Landford in as good condition and repair.
- 9. <u>LIENS.</u> Tenant shall not suffer nor permit any liens or encumbrances to be filed against the demised Premises or against Tenant's interest in the demised premised by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or to anyone holding the demised Premises under or throughout Tenant; provided, however, that Tenant may, in good faith, contest such lien or encumbrance upon furnishing Landlord indemnity in form and amounts satisfactory to Landlord.

COVENANT AGAINST WASTE.

a. Tenant covenants not to commit or suffer any waste or damage or injury to the demised Premises.

- b. On the termination of the Lease, the Tenant agrees to remove the structural improvements placed on the Property, and to leave any dirt and fill added to the Property. The Tenant shall be responsible for grading the Property and filling any holes left on the Property. The Tenant further agrees to abide by all laws and ordinances concerning the construction of the Plant.
- c. The Landlord acknowledges that the Tenant shall have title to and the right to construct and maintain the required improvements, including all necessary signs and placement of trade fixtures, but shall have the obligation to remove same upon termination of the Lease, including obligation to remove all underground pipes, and to fill any effluent disposal ponds. In the event the Tenant does not promptly remove the structural improvements from the Property, the Landlord shall have the right to remove said property at Tenant's expense.

11. ENVIRONMENTAL MATTERS:

- a. In addition to the other agreements of Tenant contained in this Lease, Tenant will strictly comply, at its sole cost and expense, with any and all applicable federal, state and local environmental laws, rules, regulations, permits and orders affecting the premises, whether now in effect or as may be promulgated hereafter, and as may be amended from time to time (hereinafter referred to as "Environmental Laws"), and Tenant will obtain and strictly comply with, at its sole cost and expense, all federal, state and local permits and other governmental approvals in connection with Tenant's use and occupancy of the premises. Tenant acknowledges that Landlord makes no representations, express or implied, concerning the availability or likelihood of obtaining any required permits or approvals for tenant to conduct its business operation on the premises.
- Without limiting the generality of subparagraph A above, Tenant, at its sole cost and expense, will strictly comply with any and all applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport, disposal and presence of any "Hazardous Materials" on the premises without Landlord's express prior written consent, which consent Landlord may grant or withhold in its sole discretion. As used in this Section, the term "Hazardous Materials" shall mean any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or other pollution under any applicable Environmental Laws. Notwithstanding anything to the contrary contained herein, Landlord's consent to any action by Tenant shall not operate to relieve Tenant of the obligation to comply with all of the provisions of this Section. Tenant will not permit or allow, and will take all actions necessary to avoid, the occurrence of any spills of Hazardous Materials on or off the premises as a result of any construction on or use of the premises. Tenant shall promptly advise Landlord in writing immediately upon becoming aware of (i) the existence of any spills, releases or discharges of Hazardous Materials that occur on or onto the premises, or off the premises as the result of any construction on or use of the premises, and of any existing or threatened violation of this Section; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened by any governmental authority with respect to the premises from time to time under any applicable Environmental Laws; (iii) any and all claims made or threatened by any nongovernmental party against Tenant or the premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials or any violation of applicable Environmental Laws; and (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the immediate vicinity of the premises that could cause the premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the premises under any Environmental Laws. Tenant acknowledges that it has inspected the premises and has undertaken all appropriate inquiry into the present and past uses of the premises consistent with good commercial practice to minimize potential liability for violations of any and all Environmental Laws.
- c. Without Landlord's prior written consent, Tenant shall not enter into any settlement, consent or compromise with respect to any "Environmental Claim(s)," as herein defined, provided, however, that Landlord's prior consent shall not be necessary for Tenant to take any remedial action if ordered by a court of competent jurisdiction or if the presence of Hazardous Materials at the Premises poses an immediate, significant threat to the health, safety or welfare of any individual or otherwise requires an immediate remedial response. As used in this Section, "Environmental Claim(s)," shall mean any claim(s) or cause(s) of action resulting from the failure of Tenant or the premises to comply with any Environmental Law relating to

Hazardous Materials, industrial hygiene or environmental conditions. In any event, Tenant shall promptly notify Landlord of any action so taken.

- Tenant agrees that Landlord and Landlord's agents and independent contractors may enter and inspect the premises at any time, and from time to time, to verify that Tenant's operations on the premises do not violate any of the provisions of this Section and that they comply with any and all applicable Environmental Laws. At Tenant's option, Landlord may obtain, from time to time, reports from licensed professional engineers or other environmental scientists with experience in environmental investigations and may require Tenant to permit such licensed professional engineers or other environmental scientists to conduct complete and thorough on-site inspections of the premises, including without limitation, sampling and analysis of the soil, surface water, groundwater and air, to determine whether Tenant is in compliance with the provisions of this Section and all Environmental Laws. Tenant and its agents shall cooperate with Landlord and its agents in connection with the conduct of such investigations. In the event such investigations disclose that Tenant is in default under this Section, Tenant shall, immediately upon demand, reimburse Landlord for all costs and expenses of such investigations; moreover, Landlord may, at its option, undertake such steps as it deems necessary to cure such default and to bring the premises into compliance with the terms of this Section, and Tenant shall, immediately upon demand, reimburse Landlord for all costs and expenses incurred in curing such default and bringing the premises into compliance with the terms of this Section.
- Tenant shall indemnify and hold Landlord harmless form and against any all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, costs, and expenses (including without limitation reasonable attorney's fees and costs at trial and all appellate levels), arising directly or indirectly from, or in any way connected with: (i) the presence, or use, generation, treatment or storage on, under or about the premises of any Hazardous Materials on the premises, or the disposal or release of Hazardous Materials on the premises, whether or not expressly approved by Landlord in writing, (ii) the presence of any Hazardous Materials off the premises as the result of any use of the premises, (iii) any violation or alleged violation of any Environmental Law including, but not limited to, violations of the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 and regulations promulgated thereunder, as the same may be amended from time to time, (iv) the costs of any necessary inspection, audit, cleanup or detoxification of the Premises under any Environmental Laws, and the preparation and implementation of any closure, remedial or other required plans, consent orders, license applications or the like, or (v) any default by Tenant under this Section. All sums paid and costs incurred by Landlord with respect to any Environmental Claim or any other matter indemnified against bereunder shall be due and payable by Tenant immediately upon demand. The indemnification contained herein shall survive the termination of the leasehold estate created hereby and any assignment by Landlord of its rights under this Lease.
- f. Any breach of the covenants, representations or warranties contained in this Section shall constitute a default under this Lease, and shall entitle Landlord to immediately terminate this Lease. No waiver of any breach of any provision of this Section shall constitute a waiver of any preceding or succeeding breach of the same, or any other provision hereof.

ENTRY BY LANDLORD.

- a. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the demised Premises at reasonable times for the purpose of inspecting the same and to perform work that may be necessary to comply with any laws, ordinances or regulations, or that may be necessary to prevent waste or deterioration. Nothing herein, however, shall imply any duty upon the part of the Landlord to do any such work, which under the provisions of the Lease Tenant may be required to perform.
- b. Landlord is hereby given the right at reasonable times to enter the demised.
 Premises to exhibit the same for the purpose of sale during the Lease Term.
- c. In the event Landlord shall sell, transfer or otherwise dispose of in any manner the property described herein, such sale, transfer or other disposition shall be subject to the rights of

Tenant in this Agreement and all of Landlord's rights, title and interest bereunder shall be transferred or assigned subject to the above.

- 13. <u>PUBLIC UTILITIES</u>. Tenant agrees to pay or cause to be paid all charges for utilities, including gas, electricity, water, light, heat, power, sewer, telephone or other communication service used, rendered or supplied upon or in connection with the demised Premises throughout the term of the Lease, and to indemnify Landlord against any liability or damages on such account.
- 14. EMINENT DOMAIN. If the whole or a substantial part (so that the Premises is unusable for its intended use) of the Premises hereby leased shall be taken by any public authority under the power of eminent domain then the term of this Lease shall cease as of the day possession shall be taken by such public authority, but no rent refund shall be made.

If less than a substantial part (as defined above) of the leased Premises shall be taken under eminent domain, all of the terms herein provided shall continue in effect and no adjustment in rent payments shall be made.

All damages awarded and any good faith deposit made by the condemning authority for such taking under the power of eminent domain whether for the whole or a part of the leased Premises shall belong to and be the sole property of Landlord whether such damages shall be awarded as compensation for the taking of the fee or diminution in value to the leasehold or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any part of a separate award made to Tenant for loss of business, depreciation to, and cost of removal of the improvements of Tenant.

- 15. <u>INDEMNIFICATION OF LANDLORD</u>. Tenant shall indemnify and save Landlord harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property on the demised Premises which may arise out of the acts, failure to act or negligence of Tenant, its agents, servants, employees or invitees.
- ILIABILITY INSURANCE. Tenant agrees that Landlord shall not be held responsible or liable to the Tenant, Tenant's employees, customers, invitees, licensees, or others for any damage to personal property or personal injury caused by or arising out of Tenant's operation, conduct and use of the Premises and equipment or the acts or omissions of Tenant, its employees, patrons, customers, invitees, licensees or others or by catastrophe. Tenant shall hold Landlord harmless and indemnify Landlord from and against any and all liability, damage, costs and attorney's fees, injury, actions or causes of action whatsoever suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, including the use of said Premises and equipment. Tenant agrees to secure the indemnification above and as an additional covenant of this Agreement, to obtain and maintain, at Tenant's expense and cost, during the term of this Agreement and any extension thereof, property damage and bodily injury liability insurance written by an insurance company or companies approved by the Landlord, licensed to do business in the State of Florida, for the benefit of the Landlord and Tenant in order to fully protect Landlord against any and all liability for property damage and bodily injury to the Tenant, Tenant's employees, customers, invitees, licensees or others. Such coverage shall be in the following amounts:
 - a. Bodily Injury (including completed operations and product liability):

\$ 500,000 Each Occurrence \$1,000,000 Annual Aggregate

Storen values sett patern met et en

b.

Property Damage:

\$ 500,000 Each Occurrence

\$1,000,000 Annual Aggregate

or a combined single limit of \$1,000,000.

Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

Such amounts shall be increased by the index described in Paragraph 3.A. but such coverage need only be increased each time the cumulative amount of the increases exceed \$500,000. Said policy or policies of

insurance shall name as additional insureds the Landlord herein, any Mortgagee, and any other party having an insurable interest, as may be designated by Landlord. Tenant shall furnish Landlord properly certified copies of such insurance policies and of any renewals thereof.

- FIRE AND OTHER CASUALTY INSURANCE. It is agreed between the parties hereto that the Tenant shall such fire, storm, extended coverages and related perils insurance covering the improvements on the Premises as Landlord shall deem necessary.
- 18. <u>USE TO COMPLY WITH LAW.</u> Tenant, in the use and occupation of the demised Premises and in the prosecution or conduct of any business therein, shall comply with the requirements of all laws, orders, ordinances, rules and regulations of all governmental authorities as well as the Restrictions.
- 19. QUIET ENJOYMENT. Landlord covenants and agrees that Tenant, upon paying all rentals and charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on Tenant's part to be kept, shall lawfully and quietly hold, occupy and enjoy said demised Premises during the term of this Lease without hindrance or molestation of Landlord or any person or persons claiming under Landlord, subject, however, to the matters herein set forth.

DEFAULT.

- a. If Tenant fails to cure any default in accordance with Paragraph 20.c below, Tenant shall pay Landlord interest on all past due rent, any other amount which the Landlord has advanced in order to cure the Tenant's default hereunder and any other amounts due from Tenant to Landlord at the rate of Eighteen percent (18%) interest, per annum from the date due Landlord until paid by Tenant to Landlord. Any amount advanced by the Landlord pursuant to the terms and provisions of this Lease shall be repaid to the Landlord by the Tenant by the first of the calendar month following the date of such advance, unless otherwise specifically provided in this Lease.
- b. In the event Tenant or any Guarantor shall default under the Agreement between Landlord and Tenant, the same shall constitute a default under this Lease Agreement and entitle Landlord to all remedies afforded Landlord under the provisions of this Lease Agreement.
- Agreement, Tenant shall have the right to cure any default, including rent or money payment within ten (10) days. In the case of default and the same is not timely cured, Landlord may in accordance with law take possession of the demised Premises or may relet the Premises for the account and benefit of Tenant at such rental as Landlord may reasonably be able to obtain, and Tenant shall be liable and pay to Landlord any deficiency and any costs and expenses, including reasonable attorneys' fees and real estate brokerage' fees incurred in such reletting. In the event Landlord enters and takes possession of such Premises as aforesaid, Tenant waives any damage that may be caused by Landlord in thus re-entering and taking possession and any claim or damage that may result from the destruction or injury to the Premises, and any claim or damage for loss of any property belonging to Tenant which may be in or upon the Premises.
- 21. TERMINATION UPON BANKRUPTCY OR INSOLVENCY. If at any time during the term of this Lease or any extension thereof, a petition is filed to have the Tenant adjudicated a bankrupt or a petition for reorganization or arrangement under any of the laws of the United States Bankruptcy Act, or the State of Florida, be filed by the Tenant or be filed against the Tenant and not be dismissed within thirty (30) days from the date of such filing, or if the assets of the Tenant or of the businesses conducted by the Tenant upon the Premises, be taken over or sequestered by a trustee or any other person pursuant to any judicial proceedings, or if the Tenant makes an assignment for the benefit of creditors, then the occurrence of any such act shall be deemed at the option of Landlord, to constitute a breach of this Lease by the Tenant. The Landlord may terminate this Lease in the event of the Occurrence of any of the events enumerated above, by giving not less than five (5) days written notice to the Tenant or to the assignee, trustee or such other persons appointed pursuant to the Order of any Court, and thereupon the Landlord may re-enter the Premises and this Lease shall not be treated as an asset of the Tenant's estate. Such termination and re-entry shall be without prejudice to

Landlord's rights to exercise all available rights and remedies to recover from the Tenant all monies which may be due and become due, including damage resulting from the breach of the terms of this Lease by the Tenant. The word "Tenant" as used herein shall apply to each of said parties individually constituting Tenant.

- 22. <u>TERMINATION.</u> In addition to the termination provisions set forth hereinabove, this Lease shall also terminate should Tenant tie into another water system or otherwise not require the use of the Property.
- ATTORNEYS' FEES. In any action or proceeding by Landlord to enforce this Lease or any provision thereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs allowed by the Court.
- 24. <u>NOTICES.</u> All notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by one party to any other party shall be sent by United States mail, postage prepaid, certified, return receipt requested, addressed as follows:

LANDLORD:

Bahia Oaks, Inc.

Att: James K. Leeward, Pres.

P.O. Box 1476

Ocala, Florida 34478-1476

TENANT:

County-Wide Utility Co., Inc.

Att: Dirk J. Leeward, Pres.

P.O. Box 1476

Ocala, Florida 34478-1476

Such notices, demands and requests shall be deemed sufficiently served when deposited in the United States mails.

- This Lease, at the option of the Landlord, may be and all times after notice thereof, shall be subject to and subordinate to the lien of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part, irrespective of the time of execution or the time of recording of such mortgage or mortgages. The word "Mortgage" as used in this Lease includes mortgages, deed of trust or other similar instruments and other modifications, extensions, renewals and replacements and any advancements under such instruments. Tenant covenants and agrees to execute, upon demand of the Landlord, all instruments subordinating this Lease to the lien of any mortgage or mortgages in accordance with the provisions of this Paragraph. The Tenant hereby irrevocably appoints Landlord as Attorney-in-Fact for the Tenant with the power to execute and deliver without subjecting Landlord's liability of any kind, such instrument or instruments for and in the name of Tenant, in the event Tenant shall fail to execute such instruments within ten (10) days after written notice to do so is given to Tenant.
- 26. WAIVER OF JURY TRIAL, IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF SAID Premises, AND/OR ANY CLAIM OR INJURY OR DAMAGE, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.
- 27. SUBLETTING AND GUARANTEE. The Landlord does hereby grant to the Tenant the unrestricted right to mortgage, assign and/or sublease the Tenant's right under this Lease, in whole or in part,

to any person or entity Tenant selects. Notwithstanding the foregoing, however, said assignment and/or sublease shall not constitute a release of Tenant from any of the provisions of this Lease.

28. MISCELLANEOUS.

- a. The failure of either party to insist at any instance on strict performance of any covenant hereof shall not be construed as a waiver of such covenant in any other instance. No modification of any provisions hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by the parties.
- b. At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up immediate possession to Landlord, but the provisions of this Clause shall not be held as a waiver by Landlord of any rights of re-entry as herein set forth; nor shall the receipt of the rent of any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease, and the term hereby granted, or any renewal thereof, for the period still unexpired, for any breach of any of the covenants herein.
- c. All of the provisions of the Lease shall be deemed and construed to be "covenants" as though the words importing such covenants were used in each separate paragraph hereof.
- d. Neither this Agreement nor any memorandum of the Agreement shall be recorded in the public records of any county in the State of Florida.
- e. This Lease Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease. This Agreement cannot be changed or supplemented orally.
- f. Tenant represents and agrees that it is familiar with the Premises and its condition, that it has made full and independent inspection thereof, and that it is entering into this Agreement to lease the Premises on an "as is" basis. No representations or warranties of any kind or nature have been made by Landlord to Tenant with regard to the physical condition of the Premises or any improvements situate thereon.
- g. This Lease and the covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.
 - Time is declared to be of the essence of this Lease.
- i. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.
- 29. EXECUTION AND LAWS APPLICABLE TO LEASE AGREEMENT. This Lease is executed and delivered in Marion County, Florida, and shall be governed by the laws of the State of Florida. Venue for any proceeding involving this Agreement shall be in Marion County, Florida.
- 30. SALE OF PREMISES. The term "Landlord" as used in this Lease means only the owner of the land and improvements of which the demised premised form a part, so that in the event of any sale, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

IN WITNESS WHEREOF, the parties hereto have executed these presents under seal as of the day and year first above written. Signed, scaled and delivered in the presence of: COUNTY-WIDE UTILITY CO., INC Dirk J. Leeward, President (CORPORATE SEAL) BAHLAOAKS, INC. James K. Leeward, Presiden (CORPORATE SEAL) STATE OF FLORIDA, COUNTY OF MARION day of The foregoing instrument was acknowledged before me this Leeward as President of County-Wide Utility Co. Inc. whole personally and who did (did not) take an eath. (Notary Scal) Printed Name. Commission No. and Laparation STATE OF FLORIDA. The foregoing instrument was acknowledged before me this 7 day of William, 1997, by James K. Leeward as President of Bahia Oaks, Inc. who is periodally known to my (excellent because K. COUNTY OF MARION "ar ideatification) and who did (did not) take an oats. Feliecca D. Chauxou (Notary Scal) Printed Name. Commission No and Experation PEBECCA G. CHAUNCY

Exhibit "I"

A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.

CWU has the requisite technical and financial ability to render service to the proposed territory addition. CWU has been regulated by the commission since 1981.

CWU currently contracts out its management and operation to two companies experienced in the operation of public water systems.

Dirk Leeward, president of CWU, is an employee of Squadron 567 Corp. and manages the overall utility business assisted by an office manager. Dirk has managed CWU since 1985.

Len and Linda Tabor who are owner/employees of Enviromasters Water and Wastewater Services, Inc., have been responsible for the operation and maintenance of CWU's system as well as billing and customer service since 1992. They have been in the utility business since 1987, own a water utility with 230 customers, operate over 80 water and sewer plants, and manage other systems totaling 900 customers.

The FPSC audited CWU in 1993 and did not find any significant discrepancies. Other financial information is available in annual reports on file with the FPSC.

Exhibit "J"

A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.

There will be no estimated impact on the capital structure at this time since the water transmission lines and services are expected to be contributed by the developer.

Exhibit "K"

A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

Since CWU contracts out its operations, for the most part on a per customer basis, no changes are anticipated in monthly rates.

CWU does not charge a service availability charge other than Standby Service as shown on Sheet 21.0 of CWU's tariff and the System Capacity Charge shown on Sheet 29.0, which has historically covered the full cost of providing new service. Therefore, a change in those is not anticipated either.

CWU does not currently have an approved service availability policy on file with the FPSC. CWU is in the process of preparing an application for approval of a service availability policy and new/revised service availability charges.

Exhibit "L"

An accurate description of the territory proposed to be added or deleted, using township, range, and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territory is different, provide separate descriptions.

Township 16 S, Range 21 E, Marion County, Florida

Section 5
The East 3/4 of the South 1/2 of the Southeast 1/4

Section 8
That portion of the Northeast 1/4 lying north and west of State Road 200; Except Beginning at the intersection of the South boundary of the Northeast 1/4 and the northerly ROW of SR 200 thence N.89°53'23"W. 1458.52' thence N. 00°00'34" E. 665.08' thence N.89°53'23"K. 1326.73' thence S.69°21'33"K. 557.40' thence southwesterly along the northwestern ROW line of SR 200 to the point of beginning.

Exhibit "N"

One copy of an official county tax assessment map or other map showing township, range, and section with a scale such as 1" = 200' or 1" = 400' on which the proposed territory to be added or deleted is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

See Marion County, FL. Office of Property Appraiser Sheet Nos. 130 and 148 maps enclosed as Attachment M-1. Existing territory is colored yellow and proposed territory is colored green.

Exhibit "N"

One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for water and wastewater systems.

See "Extension of Water Distribution System Bahia Oaks Subdivision" plans dated 8-7-85 and 9-6-85 which are enclosed as Attachment N-1.

Exhibit "O"

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 entity/agency referenced in Rule 25-30.030(5), F.A.C. A copy of the notice shall accompany the affidavit. This may be a late filed exhibit.

The required affidavit will be provided separately as a latefiled exhibit. Attached hereto as Attachment O-1 and O-2 is a copy of the reply and notice list received from the FPSC.

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

To: Mr. Dirk Leeward

From: Richard Redemann

Date: 1-3-97

Page 1 of 7

Attachment 0-2

LIST OF WATER AND WASTEMATER UTILITIES IN MARION COUNTY

(MALID FOR 60 DAVS) 01 A03 (1997-03 A03 (1997

UTILITY NATE

Linadale Water Company (MJ148) 24901 S.E. County Highway 42 Umatilla. Fl. 32784-9144

MANAGER

MARION COUNTY	
A. P. UTILITIES. INC. (4.692) 3925 S.E. 45TH COLRT. SUITE E CCA.A. FL. 34480-7431	PHILIP D. WOODS (504) 694-7474
ASTOR VEST. INC. (48004) 1 IR. S. RAY (GILL. P.A. P. O. BOX 337 CCALA, FL. 34478-0337	9ELMA J.R. COLLINS (362) 732-8030
BTF CORP. (\$1,666) P. O. BOX 5220 CCALA. FL. 34478-5220	OHRLES DE MENTES (652) 622-4849
C.F.A.T. H20. INC. (45719) P. O. BOX 5220 00AA FL 34478-5220	OHRLES DE MBUZES (362) 622-4949
CLINITY/MIDE UTILLITY COMPANY 64,0008) P. O. BOX 1476 CCALA, FL 34478-1476	DIRK J. LEBARD (352) 245-7007
DECCA UTILITIES. A DIVISION OF DECCA (45465) 8865 S.W. 104TH LANE CCALA, FL 34481-8961	JAMES A. BELL (352) 854-6270
EAGLE SPRINGS UTILITIES, INC. (AUATO) P. O. BOX 1975 SILVER SPRINGS, FL. 34489-1975	LEDWARD (LEN) B. TABOR (504) 351-8800
EAST MARION SANITARY SYSTEMS, INC. (9.635) % FIRST FEDERAL BANK OF OSCEOLA 200 EAST BROYDLAY KISSIMMEE, FL. 31741-5791	JAMES W. BURKS (407) 846-3000
EAST MARION WATER DISTRIBUTION. INC. (41536) % FIRST FEDERAL BANK OF OSCILLA 200 EAST BROAD AY MISSIMME. FL. 34741-5791	JWES W. BURNS (407) 846-3000

FANNIE J. 9418LDS (504) 669-3689

(APLID FOR 60 DAVS) 01.03/1997-03/03/1997

UTILITY NAME

MANAGER

MARION COUNTY (continued)

LOCH HAPPOUR UTILITIES, INC. (45151) P. O. BOX 2100 OCALA, FL. 31478-2100	JOSEPH C. MOCCUN 604) 732-2100
MARION UTILITIES. INC. (45)(60) 710 N.E. 30TH AVENUE CCALA. FL. 34470-6460	TIM E. THOPSON 604) 622-1171
00ALA 04/S UTILITIES, INC. 64/174) 1343 N.E. 17TH ROYO 00ALA, FL 34470-4600	MICHAEL ELLZEY 604) 732-3504
PINE RUN UTILITIES. INC. (41837) 8865 S.W. 104TH LANE CCALA. FL 34481-8961	JYMES A. BELL (552) 854-6270
QUAIL MEACO; UTILITIES. INC. 64.632) 2477 EAST COMERCIAL BLVD. FT. LALDERDALE. FL. 33308-4041	STEPHEN G. MEHALIS (305) 491-1722
RAINBOX SPRINGS UTILITIES. L.C. (45199) P. O. BOX 1850 DUNELLON, FL. 34430-1850	LOWELL D. 999LIRIDGE (352) 489-5364
residentia, vater systems, Inc. (40370) P. O. Boy 5220 CCALA, FL 34478-5220	049LES 08/0/02S (352) 622-4949
S & L UTILITIES, INC. (9,027) P. O. BOX 4186 CCALA, FL 3478-4186	OHRLES FLETOHR, JR. 604) 694-3057 622-7236
SATEKE UTILITIES. INC. 66212) 606 S.W. 20 AVENUE CCALA. FL 34474-4215	TERRY S. ROBERTS 604) 622-4141
SILVER CITY UTILITIES (*1.062) 365 FRINCES STREET KINCARDINE, ONTARIO CANDA NZZ 2-7.	DAVID SYLL 619) 356-368

(#ALID FOR 60 DAVS) 01 A03 A997 - 03 A03 A997

UTILITY NAME

MANAGER

MARION COUNTY (continued)

	SOUTHERN STATES UTILITIES. INC. (46487) 1000 COLOR PLACE APORNA. FL. 32703-7753	BRIAN P. ARMSTRONG (407) 880-0058
•	SPRUCE CREEK SOUTH UTILITIES, INC. (SU663) 17586 S.E. 102ND AVENUE SUMERFIELD, FL. 34491-6820	HYRVEY D. ERP (904) 317-3700
	SPRUCE CREEK SOUTH UTILITIES. INC. (4.691) 17585 S.E. 1024D AVENUE SUMERFIELD. PL 34491-6920	HYRNEY D. EFP (904) 347-3700
	STEEPLECHASE UTILITY COMPANY, INC. (45598) \$ STONEGREST 11053 S.E. 174TH LOOP SUMERFIELD, FL 34491-8619	L. HALL ROBERTSON, 6904) 245-2770
	Sun communities operating limited partnership (45746) atin: Sadole Ook Olub 31700 medolebelt ropo. Suite 145 farmington Hills. Mi. 48334	JAN CAPR (407) 521-9533
	Sunshine utilities of central florida. Inc. (4,239) 10230 S.E. Highay 25 Bellevign, fl. 34420-5531	J44ES H. HDDES 604) 347-8228
	TRADE/INDS UTILITIES, INC. (45350) P. O. BOK 5220 OCALA, FL. 34478-5220	OHRLES DE MONTES (662) 622-4949
1	Utilities. Inc. of Florida (9.061) 200 Weathers field Avenue Altamonte Strings, FL 32714-4099	DOWLD RASPLISSEN (407) 859-1919
1	UTILITIES, INC. OF FLORIDA (4UM3) 200 WEATHERSFIELD AMBNUE ALTAMONTE SPRINGS, FL. 32714-4099	DONALD RASPLESEN (407) 869-1919
	VENTURE ASSOCIATES UTILITIES CORP. (4.612) 2661 N.W. 60TH AVENUE COALA, FL. 34482-3933	ARTHUR F. TALT (504) 732-5000

JR.

(MALID FOR 60 DAYS) 01 A03 A997-03 A03 A997

UTILITY NAME

MANAGER

MARION COUNTY (continued)

VAINDSTREAM UTILITIES COMPANY (**L0995) P. O. BOX 4201 CCALA, FL 34478-4201

9440N (3441) D.O.Hr 604) 620-8290

(MALID FOR 60 DAYS) 01.03/1997-03/03/1997

UTILITY NAME

MANAGER

COLERNATIVIAL ACENCIES

OLEPK., BOAPD OF COUNTY COMMISSIONERS, MARION COUNTY P. O. BOX 1030 CCALA, FL. 32578-1030

DEP CENTRAL DISTRICT 3319 MAGJIRE BLVD.. SJITE 232 CPLANDO, FL. 32803-3767

DEP SOUTHWEST DISTRICT 3804 COCONUT PAUM DRIVE TAMPA, FL. 33618-8318

MAYOR, CITY OF BELLEVIE; 5343 S.E. ABSHIER BLVO. BELLEVIE;; FL 34420-3904

MAYOR, CITY OF DUNELLON 12014 SOUTH WILL LANS STREET DUNELLON, FL. 34432

MAYOR, CITY OF COALA P. O. BOX 1270 COALA FL 325/8-1270

Mayor, ton of McIntosh P. O. Box 165 McIntosh, Fl. 32664-0165

MAYOR, TOWN OF REDDICK P. O. BOX 203 REDDICK, FL. 32686-0203

ROBERT TITTERINGTON, MARION COUNTY 601 S.E. 25TH AMENUE CCALA, FL 34471

(MALID FOR 60 DAYS) 01.638/1997-03.638/1997

UTILITY NAME

MANAGER

S.W. FLORIDA HATER MANAGEMENT DISTRICT 2379 BROYD STREET BROYSVILLE, FL. 34609-6889

ST.JOHS RIVER WIR MANAGEMENT DISTRICT P.O. BOX 1429 PALATKA, FL 32178-1429

WITH ACCOUNTE REG PLANNING COUNCIL 1241 S.W. 10TH STREET COA.A. PL 3474-2798

STATE OFFICIALS

STATE OF FLORIDA FUBLIC COUNSEL C.O. THE HOUSE OF REPRESENTATIVES THE CAPITOL TALLAHSSEE, FL. 32399-1300

DIVISION OF RECORDS AND REPORTING FLORIDA RUBLIC SERVICE COMMISSION 2540 SHIMFO OW BOLLEVARD TALLAMSSEE, FL. 32399-0850

Exhibit "P"

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. A copy of the notice shall accompany the affidavit. This may be a late filed exhibit.

The required affidavit will be provided separately as a latefiled exhibit. Attached hereto as Attachment P-1 is the customer list. 01-06-97 ACCT ROUTE NAME COUNTY ** CUSTOMER LIST PHONE ADDRESS Page 1

	-	OM										
	5	1	SKRHA, JOSEPH	237-6693	5941	S	W	61	PLACE	OCALA	FL	34474
		2	HUMPHRIES, ISAAC J	703 261-3158	615	1	4th	ST	REET	BUENA	VISTA	24416
8	7	1	MILLER, JANET	237-5738	5921	S	W	61	PLACE	OCALA	FL	34474
	8	1	TAYLOR, JAMES		5911	S	W	61	PLACE	OCALA	FL	34474
•	9	1	BOUCHER, WALTER	237-6789	5901	S	W	61	PLACE	OCALA		34474
	10	1	SLAVIK, VINCENT	237-5952					PLACE	OCALA		34474
•	11		WILSON, JOHN A/CEC		PO					OCALA	FL	34477
		1	McKAY, NORMAN	237-6986					PLACE	OCALA		34474
		1	PERREAULT, RUBY		5821	S	w		PLACE	OCALA	The second second	34474
	14				5811				PLACE	OCALA		34474
	15		JOHNSON, ERNIE	237-7905	5801				PLACE	OCALA		
	16		SUTTON, PAUL H.		5840				PLACE	OCALA	FL	34474
	17		LEIGHTON, WILLIAM	854-5117	5731				PLACE	OCALA	FL	34474
-	18			237-1302	5721				PLACE	OCALA	FL	34474
	19		BELL, ROBERT D.	977-2762	6121					OCALA		V4000000000000000000000000000000000000
	20			873-3762 237-7387	6121				COURT		FL	34474
	21		Macually Dam						COURT	OCALA	FL	34474
	22		MCSHANE, PAT	854-9720	PO				-	STANWO		49346
•	23		ROWLEY, LARRY G/GL						COURT	OCALA	PL	34474
	24		HOUSER, R. L.	237-7658					PLACE	OCALA	FL	34474
_				237-2978	5730				PLACE	OCALA	FL	34474
	25		CONKLIN, GERALD	237-2973					PLACE	OCALA	PL	34474
	28		KREISLER, JOSEPH		6043	5	W	63	STREET	OCALA		34474
	29		GELDREICH, MARY LE						PLACE	OCALA	FL	34474
	30		BISBEE, MADELINE W						PLACE	OCALA	PL	34474
	31		Dasilva, Albert	873-2637	5820				PLACE	OCALA	FL	34474
	32		PUSKAS, ALEX	237-5968	5821				PLACE	OCALA	FL	34474
_	33		LEVINE, MAX	202	PO B					OCALA	PL	34478
_	34	1 1 1		237-1850	5830	8	W	61	PLACE	OCALA	FL	34474
	35		PHILLIPS, DEXTER	237-1612	5841	S	W	62	PLACE	OCALA	FL	34474
	37		DUBUQUE, ERNEST	237-2805	5901	S	W	62	PLACE	OCALA	FL	34474
	38		VOELKER, RUTH	237-1943	5850	S	W	61	PLACE	OCALA	PL	34474
			GORDON, IRENE	237-2056	5900	S	W	61	PLACE	OCALA	FL	34474
	40		COVERT, RICHARD	873-2449	5911	S	W		PLACE	OCALA	FL	34474
	41		BREMEN, FREDERICK		5910				PLACE	OCALA	FL	34474
_	42		SPANGENBERG, JAN	854-1080	5800				PLACE	OCALA	FL	34474
	43		MARUNA, PRANK & MA	237-2241	5921				PLACE	OCALA	PL	34474
	44	1	ARCHIBALD, GEORGE	237-5123	5930				PLACE	OCALA	FL	34474
	45	1		237-2485	5931				PLACE	OCALA	PL	34474
	46	1								OCALA		34474
	47	1	VANCE, MRS. BERNIC		340 (CANTON		44704
_	48		DUDICH, PAUL		5930				PLACE		FL	
_	50		SHUBERT JR, FRANCI	237-7993	5941	ě	=		STREET			34474
	51		PLATTS, HENRY		5931				STREET		FL	34474
	52				5901			63	STREET	CALA	FL	34474
	53		WATSON, NORMA M.		5920				PLACE		FL	34474
	54				6483					OCALA	FL	34474
	55		RESIDENT, CURRENT		5910				STREE PLACE		FL	34476
	57		PAPPIN, SYD & ROSE		5900				PLACE	OCALA	FL	34474
-	58				5851				STREET		PL	34474
	59		MURPHY, LEO D./ALM		6137						FL	34474
	60				5840	0	:		STREET		FL	34474
	61								PLACE	OCALA	FL	34474
	62		BURCHAM, KEN/JESSI		5841 5920				STREET		FL	34474
	28.	200			J720	0		01	PLACE	OCALA	FL	34474

CCT ROUTE NAME

MAUFROY, ROBERT B. 873-9930 63 1 5821 S W 63 STREET OCALA FL 34474 64 1 FRISCH, HAROLD 237-2996 5820 S W 62 PLACE OCALA FL 34474 66 PERRAS, FERNAND 1 854-6369 5830 S W 62 PLACE OCALA FL 34474 67 1 WILSON, ROBERT 237-2903 5811 S W 63 STREET OCALA FL 34474 68 1 TILLEY, CLIFFORD 237-2029 5740 S W 62 PLACE OCALA FL 34474 69 1 LOSCKO, STANLEY 237-6865 2038 NORTHTOWNE CT COLUMBUS OH 43229 70 1 WELTON, RONALD 873-3391 5611 S 63 STREET OCALA PL 34474 71 1 LEACH, NORMAN 237-7393 5731 S W 63 STREET OCALA FL 34474 72 1 MAYBAUM, RUSSELL 237-1358 5821 S W 63 LANE RD OCALA 34474 FL 73 1 CRONAU, LILY A. 873-3231 6231 S W 57 COURT OCALA FL 34474 74 1 STRAWN, HELEN 237-0224 6241 S W 57 COURT OCALA FL 34474 75 1 NEUBAUER, NORMAN/E 873-4869 5721 S W 63 STREET OCALA FL 34474 76 1 HASSELL, DAVID 861-0774 5711 S W 63 STREET OCALA FI. 34474 77 1 237-2460 BASSETT, RONNIE H. 5701 S W 63 STREET OCALA FT. 144/4 78 1 LOONEY, MURIEL K. 237-8625 5641 S W 64 STREET OCALA FT. 144 4 74 1 FULLER, TREME H73-4840 56 11 S W 6.3 STREET OFALA 1 1. :44/4 1111 1 EDETTEL, RUSSELL 217 55.74 5621 5 W 63 STREET OCALA FI. 14474 HI 1 REUTTER, GEORGE F. 861-0346 5610 S W 64 STREET OCALA FL. 34474 82 2 LECUONA, OTTO/ANTO 854-2120 6020 S W 63 STREET OCALA FI. 34474 83 1 ANDERSON, OSCAR 5541 S W 63 STREET OCALA F1. 14474 84 1 RENZI, DOROTHY 237-4364 6528 CHASEWOOD DR. APT. #D 33458 85 1 TAYLOR, JOHN D. 873-1870 5620 S.W. 64 STREET OCALA FL. 34474 RITTER, DOROTHY J. 87 1 237-2944 5611 S W 64 LANE RD OCALA FL. 34474 HH 1 SIMPSON, JAMES 237-5053 5630 S W 64 STREET OCALA FL 34474 89 1 854-1198 HEFFNER, MARVIN 5621 S W 64 LANE RD OCALA FL. 34474 90 2 ELDERKIN, ROBERT N **62 AVENUE OCALA** 6446 8 W FL 34474 91 1 SMITH, ROBERT N. 237-7636 PO BOX 34118 BALTIMORE MD 21221 92 1 PIERSON, JULIA 5641 S W 64 LANE RD OCALA FL 34474 93 1 KIRK, JOE 873-2365 5851 S W 63 LANE RD OCALA FL 34474 94 2 PRESCHER, ROBERT K 873-4677 6346 S W 60 COURT OCALA FL 34474 95 1 GREEN, JEANNE 873-1876 5651 S W 64 LANE R OCALA FL34474 96 1 FREEZE, MELVIN 237-3676 5700 S W 64 STREET OCALA PL 34474 97 CHASE, GORDON 1 237-7867 5710 S W 64 STREET OCALA FL 34474 CAIN, JOHN H. 98 1 854-2029 5661 S W 64 LANE RD OCALA FL 34474 99 1 BLAKE, CHRISTINE 854-2166 5671 S.W. 64 LANE R OCALA FL 34476 100 1 HAUGH, MILDRED 237-6903 5720 S.W. 64 STREET OCALA PL. 34474 101 BAILEY, ROLAND 1 237-2561 5730 S W 64 STREET OCALA FL 34474 102 1 PIRSCH, DOROTHY 516 281-5334 5681 S W 64 LANE RD OCALA FL 34474 103 1 PURVIS, ROBERT 601 453-1997 5621 S W 64 LANE R OCALA FL 34474 104 1 JEANDELL, ERIC R. 629-0890 5741 S W 61 PLACE OCALA FL 34474 105 1 COYER, EDMUND L. 237-7129 5750 S W 63 LANE RD OCALA FL 34474 106 1 DIXON, C. B. 237-3107 5711 S W 64 LANE RD OCALA FL 34474 107 1 BURCU, JOHN 237-1763 5721 S W 64 LANE RD OCALA FL 34474 108 1 GIBBS, ARLENE B. 15339 KINSMAN ROAD MIDDLEFIELD 44062 110 1 WILLIAMS, MARY 237-1624 5821 S W 63 PLACE OCALA PL 34474 111 PINCH, JACK C/O WM 237-5879 1540 TIPPICANOE CT MELBOURNE FL 32940 112 1 DURANTE, PELLEGRIN860 945-3040 5871 S W 64 LANE R OCALA FL 34474 113 1 GOODWIN, LILLIAN 5800 S W 64 STREET OCALA PL 34474 114 1 LOVELAND, ART 854-2467 5761 S.W. 64 LANE R OCALA PL 34474 115 1 SLITER, RUSSELL 237-5185 5810 S W 64 STREET OCALA FL 34474 116 1 PARKER JR., JAMES 237-8427 5771 S W 64 LANE RO OCALA PL 34474 117 1 TAYLOR, DOUGLAS R. 237-1669 5820 S W 64 STREET OCALA FL 34474 118 1 GEIBEL, MARTHA 237-3656 5801 S.W. 64 LANE R OCALA FL 34474 1 PFRIENDER, RAYMOND 873-6028 5830 S W 64 STRET R OCALA FL 34474

COUNTY **

NAME

120 1 HOBBS, CHARLES/LAN 854-6575 5840 S W 64 STREET OCALA 34474 FL 121 1 KENNEDY, BETTY BOL 237-0497 5811 S W 64 LANE RD OCALA FL. 34474 122 1 TAVRIS SR., REV. D 237-0103 5821 S W 64 LANE RD OCALA FL 34474 123 1 CACIOPPO, JUSTIN 237-5447 5850 S W 64 STREET OCALA FL 34474 124 1 CAVNESS, WARD 237-2891 5860 S.W. 64 STREET OCALA FL 34474 125 1 SEMOS, PETER 5831 S.W. 64 LANE R OCALA 237-8423 FL 34474 126 1 WEBB, WILLIAM 237-5450 5870 S.W. 64 STREET OCALA FL 34474 127 1 5841 S W 64 LANE RD OCALA AUTULLO, JOSEPH 237-0869 FL 34474 128 1 ELLIS, HERBERT 237-6873 92 ATLEE AVENUE SCARBOROUGH MIN 129 1 LUDWICK, MARGARET 5921 S W 63 STREET OCALA PL 34474 130 1 LEWIS, DORIS 237-4072 120 ALEXANDER AVENU SCOTIA NY 12302 132 1 CROWELL, GUS 237-6410 5900 S W 64 STREET OCALA FL 34474 134 1 DOWNEY, RUSSELL 237-1959 5881 S W 64 LANE RD OCALA FL 34474 135 1 WILSON, TOBIE 873-4816 5891 S W 64 LANE R OCALA FL 34474 136 1 TUBBERT, JOHN 237-6722 5911 S W 64 LANE RD OCALA FL 34474 137 1 LANEY, GLEN 207 474-9236 6820 S W 64 STREET OCALA PL 34474 138 1 VEDDER, SPENCER 60 AVENUE OCALA 854-6388 6821 S W FL 34476 139 1 60 AVENUE OCALA WITVOET, GERRIT 854-0508 6831 S W FL 34476 140 1 DALTON, RAYMOND 237-1515 5971 S W 64 STREET OCALA 34474 141 1 LAWRENCE, DONALD 237-6775 5961 S W 64 STREET OCALA FL 34474 KELLEY, FREDERICK 142 1 237-4334 6811 S W 60 AVENUE OCALA FL 34474 143 1 DELVISCO, CONNIE 237-6995 6801 S W 60 AVENUE OCALA FL 34476 145 1 BOOTH, WILLIAM R. 237-0347 5941 S W 64 STREET OCALA 34474 FL 146 1 MAXWELL, MR/MRS WM 237-2361 60 AVENUE OCALA 6741 S W FL 34474 COOK, HARRY 147 1 237-5521 6731 S W **60 AVENUE OCALA** PL 34476 148 1 ROBERTSON, ARLIE 873-0907 5931 S W 64 STREET OCALA FL 34474 149 1 HALLENBECK, NORMAN 237-7861 6721 S W 60 AVENUE OCALA FL 34476 150 1 COURTENAY, K.C. 5861 S W 64 LANE R OCALA 237-9207 FL 34474 151 1 873-3281 BARNUM, HAROLD E. 5911 S W 64 STREET OCALA FL 34474 152 1 PLATT, WALTER 237-1557 6701 S W 60 AVENUE OCALA PL 34474 153 1 VOTINO, NICK 237-4033 5950 S W 63 LANE RD OCALA FL 34472 154 1 BORGERDING, ROBERT 237-1339 5901 S W 64 STREET OCALA 34474 155 1 IDLEWINE, LENORD 1 CYPRESS LOOP LAKE ALFRED 33850 157 1 WILLIAMS, JOHN A. 873-3703 5930 S W 63 LANE RD OCALA FL 34474 158 1 SASKA, MICHAEL R. 873-3564 5920 S W 63 LANE RD OCALA FL 34474 159 1 160 1 1 JONES, FRANK D. 237-5513 5891 S W 64 STREET OCALA FL 34474 STONE, WALTER 216 834-0923 P O BOX 422 BURTON OH 44021 161 1 BICKLEMAN, MARGARE 854-1124 5910 S.W. 63 LANE R OCALA FL 34474 162 1 MULLARKEY, JOHN R. 237-0239 5900 S W 63 LANE RD OCALA FL 34474 163 1 LEON, EVE 861-0373 5820 S W 63 LANE R OCALA FL 34474 LANGE, HOWARD R. 164 1 237-4079 234 BIDDLE STREET WYANDOTTE MI 48192 WAPNIARSKI, HENRY 165 1 237-5732 5851 S W 64 STREET OCALA FL 34474 1 66 SCHAFRICK, HUGO 873-9185 5880 S W 63 LANE RD OCALA FL 34474 167 1 CORAGGIO, NICHOLAS 861-0294 5771 8 W 64 STREET OCALA 34474 FL 168 1 BREWSTER, FRED 237-7803 5831 S W 64 STREET 34474 OCALA FL 169 1 MAWYER, HELEN C. 237-5400 10886 S W 87 COURT OCALA PL 34481 170 1 BYRD, JAMES 240-4916 C/O J M FULCHER 1013 10TH AV 08757 172 1 SCHWARTZ, MYRTLE 237-4058 5840 S W 63 LANE RD OCALA PL 34474 173 1 74 1 RAPP, MICHAEL R. 237-6958 5811 S W 64 STREET OCALA FL 34474 DOWNS, WAYNE 237-6710 5801 S W 64 STREET OCALA FL 34474 175 1 CARLOCK, JULIA L. 854-8389 5830 S W 63 LANE RD OCALA FL 34474 176 1 JACOBS, ASTOR 5810 S W 63 LANE R OCALA FL 34474 1 179 JEFFERSON, BILLIE ROUTE 1 - BOX 291 DAVIS WV 26260 PHILLIPS, VIRGINIA 237-5355 5751 S W 64 STREET OCALA FL 34474

NAME

COUN					
181 1	PIOCH, RAYMOND 237-2289	5800 S.W. 63 LANE R	OCALA I	PL	34474
■182 1		5780 S W 63 LANE RD	OCALA I	PL	34474
184 1	BOORN, MALCOLM 237-2317	5731 S W 64 STREET	OCALA I	FL	34474
185 1		5731 S W 64 STREET	OCALA	FL	34474
m186 1	BAGLEY, WAYNE E. 237-3250	5760 S.W. 63 LANE R		PL	2:474
187 1				PL	34474
188 1	JAGGERS, CECIL 237-5063	5721 S W 64 STREET		PL	34474
_ 189 1	DINVON WILLIAM 237-5493	5740 S.W. 63 LANE R		FL	34474
■190 1		1500 RT 12, #21	GALES F		06335
	Eck, Comme	1000 81 11, 111		FL	34474
■191 1	PORTRON HARTE 237-0671	5661 S W 64 STREET		FL	34474
192 1	FORRESTER, MARIE 237-0671	5651 S.W. 64 STREET		PL	34474
193 1	RODRIQUEZ, BETTY 237-3284	SETA C W 34 CORPER		PL	34474
194 1					
195 1	IWAN, THAD 237-8645	5710 S W 63 STREET	OCALA	PL	34474
196 1	FAGUE, GEORGE 237-7383 MULLARKEY, JOHN J. 237-8011	5641 S W 64 STREET		FL	34474
197 1	MULLARKEY, JOHN J. 237-8011	P O BOX 134		MI	49674
198 1	TAYLOR, ALVIN 237-3257	5730 S W 63 STREET		FL	34474
199 1	DEJESU, BLLEN 237-5406 LEGGAT, GLADYS 237-2323	5741 S W 63 LANE RD		PL	34474
200 1	LEGGAT, GLADYS 237-2323	5740 S W 63 PLACE R		FL	34474
201 1	STONE, GEORGE 834-4475	5750 S W 63 PLACE R		FL	34474
202 1	DYKES, ELBERT 237-4251	5751 S W 63 LANE RD		PL	34474
-203 1	MARSHALL, LLOYD 237-4908	5761 S W 63 LANE RD	OCALA I	PL	34474
204 1	JAUP, BARBERINE 904 684-4831	ROUTE 3 BOX 542	INTERLA	CHEN	32148
205 1			OCALA I	FL	34474
_206 1		5820 S.W. 63 PLACE		FL	34474
207 1	SPARKMAN, GARY 237-9377	P O BOX 770942	OCALA	FL	34477
208 1	RAMOS, RAFAEL 873-4106	5781 S.W. 63 LANE R		FL .	34474
209 1		9421 OAK MEADOW CT		FL	33647
m210 1		ATTN: RUSSELL MAYBA	5821 S		
211 1		5801 S W 64 LANE RD	OCALA	FL	34474
212 1		7280 DENNIS ROAD	WALNUT (27052
214 1				PL	34474
216 1				PL	34474
217 1				PL	34474
218 1				FL	34474
■219 1	CAMPORT TOUTER 237-E707	5910 S.W. 63 PLACE		FL	34474
220 1	ADOUTDATE DARDADA 620-2660	711 N E 77 STREET	VV-10-1	LOT !	
221 1		5861 S W 63 LANE RD	OCATA I	FL	34474
		ATTN: KIM			
222 1	BARTKO, JUNE		OCATA I	FL BRO	34474
223 1		5001 S W 63 LANE R 5020 S W 63 PLACE R			34474
224 1					34474
225 1		5930 S.W. 63 PLACE			34474
226 1				PL	
227 1		2910 LOWER MARLBORO	OWINGS	MD	20736
228 1		6601 S W 60 AVENUE		FL	34476
229 1		5921 S W 63 LANE R		FL	34474
230 1		6611 S W 60 AVENUE		FL	34476
231 1		P O BOX 770463	OCALA I		34477
232 1		5940 S.W. 63 PLACE	OCALA I	PL _	34474
233 1		1771 COUNTY RD. 90			14437
234 1		6521 S W 60 AVENUE		PL	34474
_235 1		6511 S W 60 AVENUE		PL	34474
236 1		5921 S W 63 PLACE R		FL	34474
237 1	COCHRAN, FERN 237-7343	6501 S W 60 AVENUE	OCALA I	PL	34474

Page 5

NAME

E PHONE

STEPHENSON, RALPH 305 467-3398 5841 S W 63 LANE RD OCALA 238 1 FL 34474 239 2 PERRY, VERNON/AUDR 237-0648 6567 S W 60 COURT OCALA FL 34474 BURGESS, VICTORIA 240 1 5911 S W 63 PLACE OCALA FL 34474 241 1 SENNWALD, RONALD 237-6462 5901 S W 63 PLACE R OCALA FL 34474 242 1 6410 S W NEMEROVSKY, LOUIS 237-2608 59 COURT OCALA FL 34474 243 1 MAIR, JULIETTE 237-4247 6411 S W **60 AVENUE OCALA** FL 34474 SPOLARICH, ANNA 244 1 237-8865 6401 S W **60 AVENUE OCALA** FL 34474 245 1 GILLAND, DONALD G. 873-0391 55 S BRISTOL AVE LOCKPORT NY 14094 246 1 METZ, CALVIN 237-5426 34474 6361 S W **60 AVENUE OCALA** FL GRIEGER, GERALDINE 247 1 KOUTS, P.O. BOX 204 IN 46347 248 1 HUGHES, CHARLES 854-2385 6321 S W 60 AVENUE OCALA FL 34474 249 1 HUGHES, JOHN 814 842-3483 6331 S W **60 AVENUE OCALA** FL 34474 237-5749 250 1 HARRIS, PEGGY 6320 S W 59 COURT OCALA FL 34474 251 1 WAGERS, WILLIAM 237-5670 6330 S W 59 COURT OCALA FL 34474 252 1 BUCHKO, JOSEPH 6300 S W 34474 237-3621 59 COURT OCALA FL 254 1 AUGUSTIN, MARTHA G 237-7838 60 AVENUE OCALA 6311 S W FL 34474 255 1 MOSHER, MARSHALL 237-8918 6310 S W 59 COURT OCALA FL 34474 256 1 HALL, CARL E. 237-6673 APT 33706 11180 FIRST ST EAS 257 1 BROWN, RAY 237-2798 5850 S W 63 STREET OCALA FL 34474 HOWELL, MRS. E. H. 237-1543 258 1 6301 S W 59 COURT OCALA FL 34474 259 1 SPROTT, CHRISTOPHE 873-3367 MARY SPROTT 5840 S W 63 34474 260 1 PARSONS, LUKE 237-1560 6321 S W UCALA 59 COURT FL 34474 261 1 DAVIS, BARBARA 732-9898 6331 S W 59 COURT OCALA FL 34474 262 2 ALWAY, LOUIS J. 854-8011 6522 S W **60 AVENUE OCALA** FL 34474 263 1 JARRELL, WILLIAM 237-1403 5851 S W 63 PLACE R OCALA FL 34474 DAVIS, THORN 264 1 873-9197 6425 S W 59 COURT OCALA FL 34474 265 1 CADWELL, JANET 237-4288 5841 S.W. 63 PLACE OCALA FL 34474 267 2 SCHMIDT, RICHARD G 873-2076 6327 S W 60 COURT OCALA FL 34474 268 1 FLORENCE, VIRGINIA 237-5631 5801 S W 63 PLACE R OCALA FL 34474 269 HUNSINGER, TERRY O 873-0347 1 5811 S W 63 PLACE R OCALA FL 34474 270 1 5830 S W PEGEL, JAMES/CHARL 873-9026 63 STREET OCALA FL 34474 272 2 RAMSEY, CLIFFORD/M 873-6993 6400 S W 60 AVENUE OCALA FL 34474 273 2 6583 S W ROBINSON, EDNA 854-4803 60 COURT OCALA FL 34474 274 2 BRIDLEWOOD PARK IN 873-2772 C/O FRANK VENEZIANO 2714 S W 16 34474 275 2 60 COURT MYERS, GOLDEN 854-8495 6543 8 W OCALA FL 34476 276 2 FREDERICK, BRUCE E 237-4950 6063 S W 63 STREET OCALA FL 34474 277 2 KLINE, JOHN C. 6387 S W 60 COURT OCALA FL 34474 LANGSTON, WASHINGT 278 2 6481 S W 60 COURT OCALA FL 34474 279 2 RICHARDS, WM. A./M 873-7378 6311 S W 60 COURT OCALA FL 24474 ZINK, THEODOR L/GR 237-6623 280 2 6411 S W 60 COURT OCALA FL 34476 281 2 RAINBOW, PHYLLIS 873-9746 6336 S W 60 AVENUE OCALA FL 34474 282 2 873-3207 MOFFAT, EDWARD R. 6386 S W 60 COURT OCALA FL 34474 283 SOSBY, LUCILLE 873-3752 C/O SHEILA HALE 6485 S W 62 A 34474 284 2 BABCOCK, BETTY 854-7281 6415 8 W 61 COURT OCALA FL 34474 285 McLEAN, ROBERT J. 854-5133 6425 S W 61 COURT OCALA FL 34474 286 2 BARRETT, JOHN 873-3864 6426 S W 60 COURT OCALA FL 34474 288 ATTUSO, SALVATORE 854-4841 6482 B W 60 COURT OCALA FL 34474 289 1 SEMOS, NICHOLAS 873-3575 6555 8 W 58 COURT OCALA FL 34474 290 2 ANDERSON, DIANE 861-0904 6513 S W 61 COURT OCALA FL 34474 291 2 STAFFORD, STANLEY 873-3981 6326 8 W 60 COURT OCALA FL 34474 293 2 LETO, CHARLES 908 269-2365 6121 8 W 66 STREET OCALA FL 34476 294 2 SHUBERT, PRANCIS E 237-3496 6326 B W 60 AVENUE OCALA PL 34474 295 ACE, EMMA M. 873-1208 P O BOX 770804 OCALA PL 34477 296 2 DALY, T. I. 873-1649 6422 B W **62 AVENUE OCALA** PL 34474

NAME

1888											
297	2	WEBSTER, CHARLES	854-3848	6567	S	W	62	AVENUE	OCALA	PL	34476
298	2	DEVORE, HARRY	873-0249	6545					OCALA		34474
299	2		854-4381	6516				COURT	OCALA		34474
300		BAKER, EDWARD & LI	873-1052	6484				COURT			34474
a 301	2	HALE, JAMES A.		6485				AVENUE		FL	34476
302	2		873-3825	6517					OCALA		34474
303	2		873-0892	6444				COURT	OCALA	FL	34474
_ 304	2		237-7280	6445				AVENUE		FL	34474
305			854-2855	6416				COURT	OCALA		34474
306	2	DARVIN, LEO L.	854-0675	6384				COURT	OCALA		34474
307	2	SAUTER, HERBERT	873-0167	6383				AVENUE		FL	34474
308	2	NEAL, WILLIAM	854-4305	6364		200		COURT	OCALA	FL	34476
309	1	BOMBOY, BETSY	873-0434	5740			1000	PLACE	OCALA	FL	34474
310		GATES, TYRONE/CARO						COURT	OCALA	FL	34474
_311		CHRISTENSEN. ALMA	854-0308	SUS						ANTUGO	33705
312		CHRISTENSEN, ALMA WYSONG, CLAIRE	854-6553	6173				STREET		FL	34474
314		AMSLER, LYLE/CLAUD	873-0971	6584				AVENUE		FL	34474
315		LILLY, RAYMOND E.						AVENUE		FL	34474
3 16		KURPIT, STANLEY S.	873-6339	6366				COURT	OCALA	FL	34474
317		BO WILLIAMS BUICK	873-7195	2060					P O BO		34474
318		BRIDLEWOOD ** IRRIGA		2000	•		COL	LEGE NO	OCALA	FL	34476
-319		DEUEL, GEORGE M.	854-5143	6431	c	w	60	AVENUE		FL	34474
320		HASTINGS, WM./HILDS	16 475-9104	5901		=	62	DIACE	OCALA	FL	
321		MacDONALD, DANA	237-1281	6363		:	62	AVENUE		FL	34474
_322			873-3532					AVENUE			34474
323		MULLARKEY, ANNE A.		5660				STREET		FL	34474
324		VILLENEUVE, VERNON	237-0969							PL	34474
325		GORHAM, HERBERT/MAS						COURT	OCALA	PL	34474
326			237-0858	6544					OCALA	FL	34474
327		REMINGTON, KENNETH	257-U050 954-4307					COURT		FL	34474
328		BALLAGH, EARL J.	873-6347	6315 6521				COURT	OCALA	FL	34474
_329	ī	POWELL JR., FRANK	873-2501					COURT LACE R	OCALA	FL	34474
330	ī	GATES, VIVIAN	0/3-2501					PLACE		FL	34474
331			873-0752	6418					OCALA	FL	34474
332		CEDRONE, HENRY C.	073-0732 054-1545	6343				AVENUE		FL	34474
333		PETERSON, PHILIP	237-6603					AVENUE		FL	34474
334	2	CATES, JUDITH L.	861-0032	5851				PLACE		FL	34474
335	2	BRIDLEWOOD PARK IN						STREET		FL	34474
-337	2	BILLKOO, GURBACHAN								FL	34474
337 338	5		873-6337	6342				AVENUE		FL	34474
339	5			6483				COURT		FL	34474
_340		SANCHEZ, MIGUEL	861-0037	6591				AVENUE		FL	34474
341				6021				STREET		FL	34474
342		KIEFER, WALLACE H. LEWIS, DWIGHT E/JE	22.2045	6587				AVENUE		PL	34474
343				5601					OCALA		34474
B 44			354-4507	5871				LANE R		FL	34474
845				6568			62	AVENUE	OCALA	FL	34474
346		BEINART, HARRY E.		6362				AVENUE		PL	34474
347		MALANDRINO, JOSEPHS		6323	00		DET	AVENUE		FL	34474
848		GERKE, DONALD/BETT							N. AND		01845
349		JARVIS, EMANUEL W. 8	54-1329	6365 6325					OCALA	FL	34474
350		GRIER, LEON & CARO 2	27-4451					COURT	OCALA	FL	34474
51				5841				PLACE	OCALA	PL	34474
52	2	DALTON, WM. M./BET 2		5810 6424					OCALA	FL.	34474
	777		37-3204	0424	0	-	01 (COURT	OCALA	FL	34474

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RUFF, BARBARA S.

WILSON, TOBIE

DEGROTT, KITTY

WILSON, CHUCK

Despain, CYNTHIA

PERINO, BARBARA C.

WERKHEISER, O.H./H 687-2699

SMITH, CLARK S/MAR 237-2893

WHITEHILL, WINFIEL 873-7295

237-8473

873-4816

854-3326

861-0196

NAME ADDRESS COUNTY ** 353 1 MALISKI, JOHN 813 546-6856 7730 54 ST. NORTH PINELLAS PARK 33781 356 2 ADAMS, ROBERT/LOU 237-9896 6436 S W 60 AVENUE OCALA FL 358 2 PHELPHS, GEORGE V. 873-4864 6317 S W **62 AVENUE OCALA** FL 34474 359 2 HENNESSY, ELVON E. 873-4763 6125 S W 63 STREET OCALA FL 34476 360 2 MELENDEZ, ALFRED R 873-4758 6382 S W **62 AVENUE OCALA** FL 34474 361 1 PATRICIA A. ERBY 622-2019 5750 S W 64 STREET OCALA FL 34474 362 2 OTTOMEYER, ALVIN 854-9375 6417 S W **62 AVENUE OCALA** FL 34474 363 2 CAIN, RUBY R. 854-2029 6412 S W 60 COURT OCALA FL 34474 365 2 EASTMAN, WALTER F. 873-1216 6345 S W OCALA 61 COURT FL 34474 367 2 BRIDLEWOOD PARK IN 873-2772 6436 S W **60 AVENUE OCALA** PL 34474 370 2 CHRISPEN, ERNEST/R 347-3700 6486 S W 62 AVENUE OCALA FL 34474 371 2 EASTON, B. M. 854-7172 6546 S W **62 AVENUE OCALA** FL 34474 372 2 FERNANDEZ, HECTOR/ 237-7367 6500 S W 60 AVENUE OCALA FL 34474 373 2 CAZEE, PHILLIP W/R 6344 S W 61 COURT OCALA FL 34474 374 2 JASCENIA, JOHN/MAR 873-1479 6367 S W 60 COURT OCALA FL 34474 376 2 COMER, JACK E. 854-3938 6523 S W 62 AVENUE OCALA FL 34474 378 2 DART, NORMAN R. 873-1378 6324 S W 61 COURT OCALA FL 34474 379 2 BOOTERBAUGH, DONAL 873-1394 6511 S W 60 COURT OCALA FL 34474 380 2 LUNDGREN, EARL S. 6423 S W **62 AVENUE OCALA** FL 34474 6441 S W 381 2 BANTLE, BEVERLY A. 60 COURT OCALA FL 34474 382 MARSO, DALE F/THER 6075 S W 63 STREET OCALA FL 34474 383 2 INGLIS, JOY M. 854-2409 6442 S W 60 COURT OCALA FL 34474 385 2 BRIDLEWOOD PARK IN 873-2772 6436 S W **60 AVENUE OCALA** FL 34474 386 1 BAXTER, FRANK/ETHE 873-0899 5911 S.W. 63 LANE R OCALA FL 34474 387 2 CARON, ROBERT E/HE 873-1625 6512 S W 60 COURT OCALA FL 34474 388 2 HAMPTON, JAMES M. 873-1643 6518 S W 62 AVENUE OCALA FL 34474 SNIDER, PAUL V. 394 2 873-2359 6386 S W 60 AVENUE OCALA FL 34474 395 2 PANZETTA, CAROL A. 873-2349 6568 S W 60 COURT OCALA FL 34474 396 1 CATINI, DOMENICK F 237-3141 5771 S.W. 63 LANE R OCALA FL 34474 397 2 POWERS, CATHERINE 873-2249 6425 S W OCALA 60 COURT FL 34474 399 2 FRICK, HENRY M. 873-2508 6316 S W 61 COURT OCALA FL 34474 403 1 WEBER, LINDA S. 237-8678 6341 S W 59 COURT OCALA FL 34474 404 2 ENGLEMAN, EARL 237-7574 6522 S W 60 COURT OCALA FL 34474 406 1 WILSON, LORRAINE 237-6245 5851 S.W. 64 LANE R OCALA FL 34474 407 2 LOCKARD, DAVID/ETH 873-2493 6586 S W 62 AVENUE OCALA FL 34474 408 2 LAWTON, FORREST 6586 S W 60 AVENUE OCALA FL 34474 410 1 KEMPSKI, DONNA D. 873-4607 5740 S W 64 STREET OCALA FL 34481 412 1 STEPHEN PACK 237-1478 5741 S W 64 STREET OCALA FL 34474 413 2 WHITTEN, FRED/JANI 6443 S W 61 COURT OCALA FL 34474 415 2 416 2 NEMENZ, WALTER & A 854-8917 6587 S W 60 COURT OCALA FL 34474 KILBANE, HUBERT/DO 6137 S W 66 STREET OCALA FL 34476 417 1 FORAND, JULES 873-3937 5650 S W 64 STREET OCALA FL 34474 418 1 422 1 CIESICKI, STEVE 873-1295 5870 S W 63 PLACE R OCALA FL 34474 SPREADBURY, LEO 854-4700 DORIS TAFT 5841 S W 64 S 34474 423 2 BIRD, ROY 237-9453

6580 S W 60 AVENUE OCALA

6183 S W 63 STREET OCALA

6145 S W 66 STREET OCALA

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CCT ROUN	ITE NAME	PHONE	ADDRESS	Page 8	
438 1	SIMON, SHARON	236-4985	6711 S W 60 AVENUE OCA	LA FL	34474
439 1	GRAY, SHARON	854-8715	5701 S W 64 LANE R OCA	LA FL	3447
440 1	KEFFER, BEN	854-2310	5751 S W 64 LANE R OCA	LA FL	3447
441 1	STRUBLE, RONALD	873-4817	5831 S W 63 STREET OCAL		3447
442 1	BOSSO, SUSAN	873-9182	5730 S W 62 PLACE OCAL		3447
444 2	BRITO, ENRIQUE A.	873-1480	6416 S W 60 AVENUE OCAL		3447
445 1	MITCHELL, KATHY	861-0164	5940 S W 62 PLACE OCAL	5.50 Peter 175, 777	3447
446 2	FLAD, STEVEN H.	873-4529	JOYCE A. BEDINI 616:		3447
447 2	VILLANO, ANTHONY	237-2365	6081 S W 63 STREET OCAL	그게 빨리하다 하다 있는데 하는데 되죠?	3447
448 2	WILSON, RODGER	873-6751	6583 S W 62 AVENUE OCAL	ITER() ()	3447
449 1	PERRO, LAVERNE	873-4359	P O BOX 522 LAK		4863
451 1	GLESSNER, WILLIAM H		5781 S W 63 LANE R OCAL		3447

Exhibit "Q"

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 latefiled exhibit.

The required affidavit along with the notice will be provided separately as a late-filed exhibit.

Exhibit "R"

An affidavit that the utility has tariffs and annual reports on file with the Commission.

Affidavit

State of Florida County of Marion

Before me, the undersigned authority, personally appeared Dirk J. Leeward as President of County-Wide Utility Co., Inc. and after being duly sworn, said:

- That he has personal knowledge of the matters contained herein.
- That County-Wide Utility Co., Inc. has tariffs and annual reports on file with the Florida Public Service Commission.

Further Affiant sayeth not.

Dirk J. Leeward, President County-Wide Utility Co., Inc.

STATE OF FLORIDA,
COUNTY OF MARION
The foregoing instrument was acknowledged before me this 8 day of
MILLELLI .1917, by Dirk J. Leeward, President of County-Wide Utility Co.,
Inc., who is personally known to me (or who has produced identification) and who did (not) take an oath.

(Notary Seal)

MERCOCA G. CHARRETY
MY COMMERCIAL F CC AMERIC
EXTENSE AND 13, 100

Ball The Body Falls (Section

Printed Name, Commission No. and Expiration: nauxce

Notary Public

Exhibit "S"

The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions.

The original and two copies of the tariff sheets combining the existing territory with the proposed addition are enclosed as Attachment S-1.

Attachment S-1

Second Revised Sheet No. 3.0 Cancels First Revised Sheet No. 3.0

NAME OF COMPANY County-Wide Utility Company, Inc.

BAHIA OAKS - MARION COUNTY

WATER TARIFF

TERRITORY SERVED

The	description	of	territory se	erved a	s filed	in	Docket	Number
		-	, Order Num , Certifica	nber ite No.	390-W	foll	OWB:	issued

Township 16 S, Range 21 E, Marion County, Florida

Section 4
The Southwest 1/4 of said Section 4
EXCEPT the Northeast 1/4 of the Northeast 1/4 of said
Southwest 1/4 of said Section 4

Section 5
The East 3/4 of the South 1/2 of the Southeast 1/4

Section 8
That portion of the Northeast 1/4 lying north and west of State Road 200; Except Beginning at the intersection of the South boundary of the Northeast 1/4 and the northerly ROW of SR 200 thence N.89°53'23"W. 1458.52' thence N.00°00'34" E. 665.08' thence N.89°53'23"E. 1326.73' thence S.69°21'33"E. 557.40' thence southwesterly along the northwestern ROW line of SR 200 to the point of beginning.

Section 9
That portion of the Northwest 1/4 north and west of State Road 200.

TYPE OF FILING - Certificate Amendment

Dirk Leeward ISSUING PERSON

President TITLE

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