

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application by Decca Utilities, a )  
division of Development & Construction )  
Corporation of America, holder of )  
Certificate Nos. 447-W and 378-S in )  
Marion County, for transfer of facilities )  
to Marion County, and cancellation of )  
Certificate Nos. 447-W and 378-S. )  
\_\_\_\_\_ )

Docket No.: 01939-000

APPLICATION FOR TRANSFER OF  
FACILITIES TO MARION COUNTY

Applicant, Decca Utilities, a division of Development & Construction Corporation of America ("Utility"), files this Application for Transfer of Water and Wastewater Facilities to Marion County, Florida ("County"), pursuant to Section 367.071(4), Florida Statutes, and Rule 25-30.038(4), Florida Administrative Code, and states:

1. The name and address of the Utility is:

Decca Utilities  
11637 SW 90<sup>th</sup> Terrace  
Ocala, Florida 34481-3563

2. The Utility operates in Marion County pursuant to Certificate No. 447-W and 378-S. The original Certificates will be returned to the Commission prior to the Commission's acknowledgment of this transfer.

3. The name and address of the Utility's authorized representative, for purposes of this application, is:

Martin S. Friedman, Esquire  
Rose, Sundstrom & Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

DOCUMENT NUMBER-DATE  
01939 FEB-95  
FPSC-RECORDS/REPORTING

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4. Marion County is exempt from regulation by the Commission pursuant to Section 367.022(2), Florida Statutes.

5. Utility herewith files with this Commission its Application for transfer of all of its utility assets to Marion County (“Application”). On February 2, 2001, the Utility closed on the sale and Marion County purchased certain Purchased Assets pursuant to and as more particularly described in that certain Marion County/DECCA Water and Wastewater Systems Asset Purchase & Sale Agreement (“Purchase & Sale Agreement”). A copy of the Purchase and Sale Agreement is attached to this Application as Exhibit “A”, and is incorporated by reference herein.

6. Marion County obtained the most recently available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction applicable to the Purchased Assets, as was required by Section 125.3401, Florida Statutes, and Section 367.071(4)(a), Florida Statutes. Marion County has complied with the requirements of Section 125.3401, Florida Statutes. See Recital 8 and Section 8.2 of the Purchase & Sale Agreement.

7. The Utility held no customer deposits.

8. All regulatory assessment fees for the Utility have been paid in full. Regulatory assessment fees for 2000 and the first 32 days in 2001 will be paid by the Utility when due.


9. There are no fines or refunds owed.

WHEREFORE, the Utility requests that this Commission:

1. Approve the transfer of water and wastewater facilities as set forth in this Application to Marion County as a matter of right, pursuant to Section 367.071, Florida Statutes; and
2. Cancel Certificate No. 447-W and 378-S.
3. Grant such other relief as is appropriate.

Respectfully submitted this 9<sup>th</sup> day of  
February, 2001, by:

Rose, Sundstrom & Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555



MARTIN S. FRIEDMAN  
For the Firm

decca\decca.app

MARION COUNTY/DECCA  
WATER & WASTEWATER SYSTEMS  
ASSET PURCHASE & SALE AGREEMENT

**February 2, 2001**

**Gray, Harris & Robinson, P.A.**





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## SCHEDULE OF EXHIBITS

<b>EXHIBIT NO.</b>	<b>TITLE</b>
1	The Real Property
2	Easements and Other Rights
3	Plant and Other Facilities Assets
4	Engineering Plans
5	All Permits, Certifications, Authorizations and Approvals
6	FPSC Service Area Maps
7	Contracts and Agreements
8	State Road 200 Service Area
9	Effluent Easement and Delivery Agreement
10	Assignment and Assumption Agreement

# MARION COUNTY/DECCA WATER & WASTEWATER SYSTEMS ASSET PURCHASE & SALE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of February, 2001, by and between **MARION COUNTY**, a political subdivision of the State of Florida (hereafter "COUNTY"), and **DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA**, a Florida corporation, (hereafter "DECCA"), and **OAK RUN ASSOCIATES, LTD.**, a Florida limited partnership (hereafter "ORAL"). DECCA and ORAL shall hereafter collectively be referred to as the ("SELLER").

## RECITALS

1. DECCA is record title holder and ORAL is beneficial owner of a potable water production, treatment, storage, transmission, and distribution system in Marion County, Florida, known as the Oak Run Water System. This water system shall hereinafter be sometimes referred to as "the Water System."

2. DECCA is record title holder and ORAL is beneficial owner of a sanitary wastewater collection, treatment and effluent disposal system in Marion County, Florida, commonly known as the Oak Run Wastewater System (This wastewater system being hereinafter sometimes referred to as the "Wastewater System").

3. DECCA owns and operates the Water System and Wastewater System.

4. The Water System and the Wastewater System (hereinafter collectively called the "Utility Systems") operate under Certificates of Authorization (the "Certificates") issued by the Florida Public Service Commission (the "Commission"), which authorize SELLER to provide water and wastewater service to certain territories in Marion County, Florida.

5. Pursuant to its governmental powers under Chapter 125, Florida Statutes, and other applicable laws, the COUNTY is authorized to preserve and enhance present advantages, encourage the most appropriate use of land, water and resources, consistent with public interest, facilitate adequate and efficient provision of water and sewerage facilities, and conserve, develop, utilize, and protect natural resources within its jurisdiction.

6. The SELLER is willing to sell the Utility Systems to the COUNTY, and the COUNTY is willing to purchase the Utility Systems from the SELLER.

7. The COUNTY has the power and authority to acquire the Utility Systems and to operate the Utility Systems in order to provide potable water and wastewater infrastructure and service within Marion County, and the SELLER has the power and authority to sell the Utility Systems.

8. Pursuant to Section 125.3401, Florida Statutes, the COUNTY has examined the SELLER's Water and Wastewater Systems Assets, has examined its existing financial structure, has examined the long-range needs and goals of the COUNTY relative to the provision of water and wastewater service to its present and future citizens, and has determined that the acquisition of the Utility Systems is in the public interest. The COUNTY has also examined those documents specified in Section 367.071(4)(a), Florida Statutes.

9. The parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

**ACCORDINGLY**, in consideration of the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. PURCHASE AND SALE OF WATER AND WASTEWATER SYSTEMS ASSETS.** The SELLER, pursuant to the circumstances noted in the Recitals above, agrees to sell and the COUNTY agrees to buy the Utility Systems, consisting of all real, personal and mixed property used or held for use in connection with the Utility Systems, hereinafter referred to as the "Purchased Assets" or the "Water and Wastewater Systems Assets."

**SECTION 3. PURCHASED ASSETS.** On the Closing Date, as defined below, SELLER shall sell, assign, transfer, convey and deliver to COUNTY, and COUNTY shall purchase, accept and pay for all of the right, title and interest, in and to the following property and assets:

**3.1 Real Property.** All real property and interests in real property (the "Property"), owned by the SELLER, as described in Exhibit "1" hereof, whereupon water production, storage, treatment, transmission, and distribution facilities and wastewater treatment plant, wells, pumping stations, effluent disposal areas and other water and wastewater service facilities are located.

**3.2 Easements and Other Rights.** All rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads,

highways, streets, and other areas owned and/or used by the SELLER in connection with the construction, reconstruction, installation, maintenance and operation of the Utility Systems and the Purchased Assets (collectively referred to as the "Easements"). The Easements are more particularly described in Exhibit "2" hereof, provided that, such easements located or shown in recorded plats and rights to locate lines in dedicated public rights-of-way are not included in this Exhibit but which are nevertheless being conveyed to the COUNTY. SELLER agrees to provide good and marketable title or render the title good and marketable after closing pursuant to Subsection 6.3 hereof.

**3.3 Plant and Other Facilities.** The following assets owned by the SELLER and used or held for use in connection with the Utility Systems, as more specifically described in Exhibit "3" hereof, including all water production, treatment plant, storage, treatment, transmission, distribution, pumping, and other water facilities and all wastewater treatment plant, wastewater collection, transmission, pumping, and disposal facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other water and/or wastewater service connections, and all other water and wastewater physical facilities and property installations in use in connection with the operation of the Utility Systems by the SELLER. Except for the interests in real property to be conveyed hereunder, the parties hereto agree that the COUNTY is buying the physical assets of the SELLER in an "as is" and "where is" condition without relying upon any warranty or representation from the SELLER regarding the physical condition of the Purchased Assets or condition of any of the improvements constructed thereon. Except for the interests in real property to be conveyed hereunder, the COUNTY has made its own investigations of the Purchased Assets and is relying solely upon these investigations in making the purchase described in this Agreement.

**3.4 Equipment.** All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by the SELLER and located on the Property and/or utilized by the SELLER exclusively in connection with the operation of the Utility Systems. Such equipment as exists is so minor that no inventory thereof is required.

**3.5 Customer Records and Supplier Lists; Plans and Specifications.** All current customer records and supplier lists, as-built surveys and water and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, any and all reproducible documents, mylars, sepias, and other original documents used or held for use with the Utility Systems, accounting and customer records and all other information and business records in the possession of the SELLER that relate to the operation of the Utility Systems. The SELLER may make copies of its books, plans and records, at its expense, before transferring the original or copies of the books, plans and records to the COUNTY. These documents shall include any such documents related to work-in-progress, if any. A listing of the as-built engineering plans is attached to and incorporated in this Agreement as Exhibit "4."



**3.6 Certificates, Permits, and Approvals.** Subject to all necessary regulatory approvals and to all conditions, limitations or restrictions contained therein, all existing original certificates, permits, and other governmental authorizations and approvals of any kind in the possession of SELLER necessary to operate and maintain the Utility Systems in accordance with all governmental requirements, more specifically described in Exhibit "5," attached to and incorporated in this Agreement. Certificated Service Area maps and legal descriptions accurately reflecting those service areas currently certificated by the FPSC related to the Utility Systems are attached to and incorporated in this Agreement as Exhibit "6." The COUNTY agrees to execute necessary forms required by governmental agencies to transfer and to assume SELLER's future obligations under said permits and approvals. These certificates, permits, and approvals shall include any such certificates, permits, and approvals related to work-in-progress, if any.

**3.7 Excluded Assets.** The following assets of SELLER regarding the Utility Systems shall not be included in the assets conveyed to COUNTY as part of the Purchased Assets:

- (1) SELLER's cash and SELLER's bank account;
- (2) Federal, State or Local Tax or other deposits maintained by SELLER with any governmental authority for SELLER's use and benefit;
- (3) Vehicles or other equipment which are not utilized by SELLER exclusively in the operation and maintenance of the Utility Systems; and
- (4) All furniture, fixtures, office equipment, general business records and other assets of SELLER not located on the site of the Utility Systems or which are not held for the exclusive use or benefit of the Utility Systems.

**SECTION 4. PURCHASE PRICE AND PAYMENT.** The parties hereto have agreed upon a purchase price through a substantial and complicated negotiating process. The Purchase Price agreed upon is neither the highest, nor the lowest, amount that could be justified as a fair value of the Utility Systems according to the terms and conditions of this Agreement. Such Agreement has been reached in order to make the acquisition of the Purchased Assets attainable by the COUNTY with a view that the COUNTY will carry through the written commitments of the SELLER to its consumers, and that the COUNTY will attempt to operate the system in as efficient manner as possible, subsequent to the closing.

**4.1** The COUNTY hereby agrees to pay to ORAL at closing, subject to the adjustments and prorations referred to elsewhere herein, a total Purchase Price in the amount of ELEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$11,915,000.00). Said Purchase Price shall be paid at closing in federal or other immediately available funds by wire transfer.

**4.2** As additional consideration for the transfer of the Purchased Assets from the SELLER to the COUNTY, the COUNTY agrees to make additional payments annually to ORAL for water and wastewater connections added after the Closing Date to the COUNTY's water and wastewater system that provides service within the State Road 200 Service Area as depicted on the map attached to and incorporated in this Agreement as Exhibit "8." Each additional payment shall be based upon the number of water equivalent residential connections ("ERCs") and the number of wastewater ERCs connected to the COUNTY's system during the preceding calendar year, multiplied by \$500.00 per water ERC and \$500.00 per wastewater ERC, respectively, the sum of which products shall equal the amount due as the additional payment for that calendar year. The first of ten (10) additional payments shall be due and owing to ORAL on February 2, 2002, with each of the nine (9) subsequent annual additional payments due on February 2 of each succeeding year. Notwithstanding anything to the contrary, the parties agree that: (1) each annual payment shall be in an amount not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) (the "Guaranteed Annual Payment"), provided that in any calendar year in which ERC connections as calculated above exceed the Guaranteed Annual Payment, the Guaranteed Annual Payment for the following calendar year shall be reduced by the amount of such excess; (2) the total aggregate additional payments hereunder shall equal THREE MILLION DOLLARS (\$3,000,000.00); and (3) no interest shall be due or owing by the COUNTY with regard to such payments. Payments made pursuant to this Subsection 4.2 shall be payable solely from and secured by the net revenues and connection fees of the COUNTY's water and wastewater system that provides service within the State Road 200 Service Area and shall be subordinate in every respect to the payment of principal and interest on the COUNTY's outstanding Water and Sewer Revenue Bonds, Series 1993, and all bonds of the COUNTY which may hereafter be issued on a parity with any future water and sewer revenue bonds or obligations.

**4.3** Although stated elsewhere in this Agreement, it is specifically agreed by and among the parties hereto, that the COUNTY shall not and at closing will not purchase or assume any of the liabilities or outstanding obligations of the Utility Systems and the SELLER shall remain responsible for same, including payment or satisfaction of its outstanding debts, obligations, and responsibilities, except as otherwise herein provided.

**SECTION 5. TITLE EVIDENCE.** The COUNTY's attorneys, Gray, Harris & Robinson, P.A., shall cause to be issued, at the expense of the COUNTY, a title commitment for an owners ALTA Form B Marketability Policy in favor of the COUNTY in the amount of the Purchase Price from a title insurance company licensed in Florida as determined by the COUNTY in its sole discretion. The SELLER shall convey a marketable title subject only to the title exceptions set forth below.

**5.1 Exceptions to Title.** The Commitment shall show the SELLER to be (i) vested with fee simple title to the Property shown on Exhibit "1" and (ii) vested with valid

easement interests for the easements described on Exhibit "2," subject to following (the "Permitted Exceptions"):

(1) Ad valorem real estate taxes and assessments for the year 2001 and subsequent years;

(2) Restrictions set out in the recorded plats of subdivisions covered by the Utility Systems;

(3) Easements for utilities and drainage set out in such recorded plats of subdivisions; provided, however, that none of the restrictions or easements set out in such recorded plats of subdivisions shall prevent, hinder or restrict the present use of the Property;

(4) Restrictions of record (except liens, encumbrances, or mortgages) that do not impair, restrict, or inhibit the present use of or improvement to the property as permitted by applicable zoning and land use regulations presently in effect and that are not coupled with a forfeiture or reversionary provision; and

(5) All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances, regulations, restrictions, prohibitions and other requirements, none of which will prevent or hinder the present use of the Property and Easements.

**5.2 Status of Title.** The COUNTY shall have until February 2, 2001 to examine the Title Commitment. If the COUNTY finds title, as shown on the Commitment, to be defective (i.e., matters which render title unmarketable in accordance with the title standards adopted by the Florida Bar and are not Permitted Exceptions), the COUNTY shall, on or before February 2, 2001, notify the SELLER specifying the defect(s), provided that if the COUNTY fails to give the SELLER notice of defect(s) on or before February 2, 2001, the defects shown in the Commitment shall, anything in this Agreement notwithstanding, be deemed to be waived as title objections to closing this transaction and the SELLER shall be under no obligation whatsoever to take any corrective action with respect to same nor to warrant title to same in its statutory warranty deed of conveyance. If the COUNTY has given the SELLER timely notice of defect(s) and the defect(s) render the title other than as required by this Agreement, the SELLER shall use its reasonable efforts to cause such defects to be cured by the Closing Date. In the event that defects are timely raised and the SELLER, after exercising all reasonable efforts, cannot clear same prior to the Closing Date, then, in that event, the COUNTY shall have the right to purchase the Property and Easements in its then existing condition of title, or to rescind and terminate this Agreement without liability by either party to the other. Notice of such election shall be given by the COUNTY to the SELLER, as contemplated in this Agreement, within the time herein prescribed.

**5.3 Deletion of Standard Exceptions.** SELLER will execute at or prior to closing, in favor of the title insurance company, the standard form mechanic's lien affidavit and "Gap" affidavit to allow the title Company to delete all standard exceptions addressed by such affidavits. Prior to closing, the surveys shall be updated as reasonably requested by the Title Company or COUNTY so that the survey exception may be deleted.

**SECTION 6. REPRESENTATIONS AND WARRANTIES OF SELLER.** The SELLER represents and warrants to COUNTY that:

**6.1 Organization, Standing And Power.** The SELLER is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida. The SELLER has all requisite power and authority to own and lease its properties being conveyed hereunder and the Utility Systems, and to conduct its businesses related thereto as it is currently being conducted.

**6.2 Authority for Agreement.** The SELLER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized by all action required to be taken by the SELLER, has been duly executed and delivered by the SELLER, and constitutes a valid and binding obligation of the SELLER, enforceable in accordance with its terms.

**6.3 Good and Marketable Title.** Subject to the Permitted Exceptions, the SELLER has good and marketable title to the Purchased Assets.

**6.4 No Liens or Encumbrances.** Except as otherwise specifically set forth in this Agreement or as may be released at or prior to the Closing Date, there are no mortgages, liens, claims or encumbrances of any type or nature upon or against the Purchased Assets including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in the County where the Property is located or with the Secretary of State. SELLER is in exclusive ownership, possession, and control of the Purchased Assets except for non-exclusive easements and SELLER at closing shall deliver possession and control of the Purchased Assets to the COUNTY.

**6.5 Litigation.** Except for that enforcement action brought by the Southwest Florida Water Management District applicable to water use permit number 2007178.004 (hereafter "SWFWMD Enforcement Action"), there are no actions, suits, or proceedings at law or in equity, pending against the SELLER before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility Systems or any of the Purchased Assets or the SELLER's right and ability to make and perform this Agreement; nor is the SELLER aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The SELLER is not aware and has not been notified that it is in default with respect to any permit, approval order or decree of any court or of any administrative or

governmental agency or instrumentality affecting the Utility Systems or any of the Purchased Assets. The SELLER agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the operation of the Utility Systems.

**6.6 Leases.** None of the Purchased Assets are subject to any interest of any lessor or lessee.

**6.7 No Governmental Violations.** Except for the SWFWMD Enforcement Action, the SELLER is not aware and has not been notified of the existence of any violations of any governmental rules, regulations, permitting conditions or other governmental requirements applicable to the ownership, maintenance or operation of the Utility Systems.

**6.8 No Record Violations.** The SELLER is not aware and has not been notified of any restrictions or conditions of record which would adversely affect the use of the Utility Systems on the Property or Easements as described in Exhibits "1" and "2."

**6.9 Absence of Changes.** After the date of the execution of this Agreement, the SELLER shall not permit any change in its condition of properties, assets, liabilities, business or operations other than changes in the ordinary course of business which are not, either in any case or in the aggregate, materially adverse to the operation of the Utility System.

**6.10 Disclosure.** No representation or warranty made by the SELLER in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading. Should the SELLER become aware that any of the representations or warranties to COUNTY provided for herein are, or may reasonably be, materially untrue or incorrect, SELLER will promptly advise the COUNTY of same, in writing, specifying in reasonable detail the reasons why the SELLER believes such representations or warranties of COUNTY are, or may reasonably be, untrue or incorrect.

**6.11 Survival of Covenants.** SELLER agrees that its representation and warranties set forth herein are true and correct as of the date of the execution hereof shall be true and correct at the time of the Closing Date, and shall survive the Closing Date for two (2) years thereafter, except that SELLER's covenants related to title to the Purchased Assets shall not expire.

**6.12 FIRPTA.** The SELLER is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Section 1445 (b) (2) of the Internal Revenue Code. On the Closing Date, the SELLER shall deliver to the COUNTY a certificate to such effect.

**6.13 All Necessary Governmental Permits and Approvals.** As of the Closing Date, the SELLER warrants that it shall transfer to the COUNTY all necessary governmental permits and approvals such that the COUNTY can operate the Utility Systems.

**6.14 No Violation by Virtue of Election.** The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, the Articles of Incorporation or any by-laws of the SELLER, or any indenture, agreement, or other instrument to which the SELLER is a party, or by which it is bound.

**6.15 No CERCLA Violations.** The SELLER has not violated, except as disclosed by the environmental audits, in connection with the ownership, use, maintenance, or operation of the Property or the Purchased Assets, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act ("Environmental Laws"). SELLER has not authorized the placing or depositing of hazardous substances on the real property portion of the Purchased Assets except, if at all, in accordance with the applicable Environmental Laws, and SELLER has no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on the premises except in accordance with such Laws.

**6.16 Location of Plants.** The water and wastewater plants, wells, and lift stations used in the operation of the Utility Systems are located on the Property as identified in Exhibit "1" or in Easements described in Exhibit "2", and the use of such water and sewer plants, wells and lift stations on the Property does not violate any zoning certifications, special exceptions or variances in a manner which would prohibit or materially interfere with the operation and maintenance of such water and wastewater plants.

**6.17 Assignment of Certain Agreements.** To the extent such is required, the SELLER agrees that it shall obtain all necessary assignments, consents, and approvals in order to assign the agreements set forth in Exhibit "7" as referenced in Section 19 hereof.

**6.18 No Construction.** There is no construction work in progress on the Property.

**6.19 All Documents.** SELLER has provided all documents and information requested in furtherance of this Agreement by COUNTY in relation to the Utility Systems and Purchased Assets which are available or can be reasonably available to SELLER.

**6.20 Effluent Easement and Delivery Agreement.** The SELLER shall convey to the COUNTY easements for effluent storage and disposal in and onto portions of the lands described in Exhibit "8" attached to and incorporated in this Agreement, all as set forth in the Effluent Easement and Delivery Agreement. The SELLER shall execute and deliver the Effluent Easement and Delivery Agreement on the Closing Date.

**SECTION 7. CONDUCT PENDING CLOSING.** The SELLER covenants that pending the closing:

**7.1 Business Conduct.** Except as otherwise consented to in writing by COUNTY, whose consent shall not be unreasonably withheld, delayed or conditioned, for the period beginning on the date of execution of this Agreement and ending on the Closing Date, SELLER shall:

(1) operate the Utility Systems in, and only in, the usual, regular and ordinary course and nevertheless comply with all applicable governmental requirements and law;

(2) maintain all of the Utility Systems' material structures, equipment, permits and other tangible personal property in good repair, order and condition, except for depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;

(3) keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it for the Utility Systems;

(4) perform in all material respects all of its obligations under agreements, contracts and instruments relating to or affecting the Utility Systems' properties, assets and operation;

(5) subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative judicial procedures or proceedings applicable to particular permits, comply in all material respect with all statutes, laws, ordinances, rules and regulations applicable to it and to the operation of the Utility Systems;

(6) promptly advise the COUNTY, in writing, of any material change which adversely affects the operation of the Utility Systems;

(7) not enter into any transaction, including without limitation, the purchase, sale or exchange of property the value of which exceeds \$5,000.00, which relates to the Utility Systems, except in furtherance of this Agreement with the SELLER,

or the rendering of any service to SELLER except in the ordinary course of and pursuant to the reasonable requirements of the business of SELLER;

(8) subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative or judicial procedures or proceedings applicable to particular permits, comply with all Utility Systems permit requirements and obtain all necessary permit extensions or renewals with no additional operational or capital obligations such that said permits are valid as of the Closing Date; and

(9) seek and obtain any necessary permit extension or renewal so that said permits are valid, extended, or seeking extension as of the Closing Date.

**7.2 Risk of Loss.** The SELLER shall bear the risk of loss, damage or destruction of the Purchased Assets by fire or other casualty prior to and including the Closing Date. If any portion of the Purchased Assets is damaged by fire, act of God or other casualty before the Closing Date, the COUNTY shall have the option of (1) taking the Purchase Assets as is, without reduction in price, together with the SELLER's assignment to the COUNTY of all rights under its insurance policies and all of the insurance proceeds, if any; or (2) taking the Purchased Assets, as is, with a reduction in price, mutually agreed to by SELLER and COUNTY, based upon a percentage allocation of the Purchase Price derived by comparing the net book value of the Purchased Assets destroyed to the net book value of the Utility Systems and the SELLER shall maintain all rights under its insurance policies and to all of the insurance proceeds; or (3) canceling this Agreement in which event the Parties hereto shall be released from all further obligations to each other.

**7.3 Access to Records.** The SELLER will at all times cooperate by providing reasonable access, upon prior written notice (not less than forty-eight (48) hours in advance), to their records and facilities applicable to the Utility Systems for inspection to assist in acquainting the COUNTY'S operating and administrative personnel in the operation of the Utility Systems; provided, however, that no such inspection shall materially interfere with the operation of the Utility Systems or the day to day activities of the SELLER's personnel.

**7.4 Performance of Closing Conditions.** The SELLER shall perform all of the conditions to closing which should be performed by the SELLER prior to the Closing Date as provided herein.

**7.5 Examination and Inspection.** The SELLER will permit reasonable examination by the COUNTY'S authorized representatives of all existing contractual obligations, physical systems, assets, real estate, rights-of-way, easements and inventories which are utilized by the SELLER in connection with the Utility Systems. No such examination by the COUNTY's authorized representatives shall interfere with the SELLER's operations of the Utility Systems or the day to day operations of the SELLER's personnel. The SELLER shall make these assets and records available for examination



by the COUNTY's authorized representatives at reasonable times and upon prior written notice (not less than forty-eight (48) hours in advance) from the COUNTY. Such facilities will be properly maintained by the SELLER within the custom and usage of the water and wastewater industry in Florida until the Closing Date.

**SECTION 8. REPRESENTATIONS AND WARRANTIES OF COUNTY.** The COUNTY represents and warrants to the SELLER, as follows:

**8.1 Organization, Standing and Power of COUNTY.** The COUNTY is a municipal corporation duly chartered and validly existing under the laws of the State of Florida and has all requisite municipal power and authority to enter into this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement.

**8.2 Authority for Agreement.** The COUNTY has the authority and power to execute and deliver this Agreement and to carry out its obligations hereunder. The COUNTY has held all of the necessary public hearings to authorize the COUNTY's exercise of its option to purchase the Utility Systems and obtained the documents required by Section 367.071(4)(a), Florida Statutes. This Agreement has been duly authorized by all action required to be taken by the COUNTY, has been duly executed and delivered by the COUNTY, and constitutes a valid and legally binding obligation of the COUNTY, enforceable in accordance with its terms.

**8.3 Disclosure.** No representation or warranty made by the COUNTY in this Agreement contains or will contain any untrue statement of material facts or omits or will omit to state any material fact required to make the statements herein contained not misleading. Should the COUNTY become aware that any of the representations or warranties of SELLER provided for herein are, or may reasonably be, materially untrue or incorrect, COUNTY will promptly advise the SELLER of same, in writing, specifying in reasonable detail the reasons why the COUNTY believes such representations or warranties of SELLER are, or may reasonably be, untrue or incorrect.

**8.4 Litigation.** There are no actions, suits, or proceedings at law or in equity, pending against the COUNTY before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the COUNTY's ability to enter into and perform this Agreement. The COUNTY shall have the continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to its ability to perform its obligations under the Agreement.

**8.5 Performance of Closing Conditions.** The COUNTY shall perform all of the conditions to closing which should be performed by the COUNTY prior to the Closing Date as provided herein.

**8.6 Survival of Covenants.** COUNTY agrees that its representation and warranties set forth herein are true and correct as of the date of the execution hereof, shall be true and correct at the time of the Closing Date, and shall survive the Closing Date.

**8.7 Delivery of Resolution.** If it has not already done so, COUNTY will deliver to SELLER a certified copy of a resolution of the Board approving the COUNTY's execution and performance of this Agreement with five (5) business days of COUNTY's execution hereof.

**8.8 No Conflicts.** The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, the charter of the COUNTY, or any administrative regulation or decree, or any provision of the Constitution or the laws of the State of Florida relating to the COUNTY or its affairs or any ordinance, resolution, agreement, indenture, lease, or other instrument to which the COUNTY is a party, subject or by which it is bound.

**8.9 Police Power.** Subject to the police power of the COUNTY and its ability to charge its prevailing capital charges, COUNTY shall after closing fulfill the SELLER's obligations to furnish water and wastewater service as of the Closing Date as set forth in Section 19 of this Agreement.

**8.10 COUNTY Actions.** The COUNTY shall take no action inconsistent with its express obligations under the terms and conditions of this Agreement.

**8.11 Inspections.** All inspections of the Utility Systems by COUNTY or its representatives performed pursuant to this Agreement shall not materially interfere with the operation of the Utility Systems or the day-to-day activities of the SELLER's personnel, and COUNTY agrees to indemnify and hold SELLER harmless from any third party claims, actions, expenses, or damages, including costs and attorney's fees at trial and appeal, which the SELLER incurs (for personal injury or property damage) as a direct result of the inspection of the Utility Systems by the COUNTY, its agents, contractors, representatives and/or employees.

**SECTION 9. ADDITIONAL CONDUCT PENDING CLOSING.** The COUNTY and the SELLER covenant with each other that pending the closing on this transaction, neither shall obstruct, hinder or interfere in the operation of the Utility Systems by the SELLER or with the processing and consideration by governmental agencies of any applications or petitions filed by the SELLER or COUNTY that are related to the Utility Systems. SELLER shall execute all necessary documents to assist in securing necessary governmental approval(s) for the renewal, expanded use, and transfer of said permit, and shall use its best efforts to assist the COUNTY in obtaining all such necessary governmental approvals. Prior to closing, neither the COUNTY, nor any of COUNTY's representatives, consultants, employees or agents shall file any application or petition with any governmental agency having jurisdiction over the Utility Systems.

**SECTION 10. ADJUSTMENTS AND PRORATIONS; CLOSING COSTS.** At the time of closing, the parties covenant and agree that the following adjustments shall be made:

**10.1** Real and personal property taxes for 2001 on all real and personal property which is being conveyed by the SELLER to the COUNTY, shall be prorated as of 11:59 p.m. of the Closing Date and shall be paid by the SELLER in accordance with Section 196.295, Florida Statutes. The COUNTY shall not be charged with proration of any ad valorem taxes. SELLER shall remain obligated to pay real and personal property taxes for 2000.

**10.2** All rates, fees, and charges for water and wastewater service through the Closing Date shall be the property of the SELLER. The SELLER shall include a written notice to each customer that the Utility Systems are being transferred to the COUNTY. All rates, fees, and charges for water and sewer service after the Closing Date shall be the property of the COUNTY. Unbilled revenues at the Closing Date shall be prorated between the SELLER and COUNTY based upon the prior month's unbilled revenues. Subject to state law, COUNTY agrees to disconnect service from any customer who fails to pay SELLER amounts owed SELLER through the Closing Date upon notification to COUNTY by SELLER that such amounts are sixty (60) days past due.

**10.3** The SELLER shall request all of its suppliers and vendors to submit final invoices for services, materials, and supplies, including electricity for the period up to and including the Closing Date. The SELLER shall be responsible for, and shall provide to the COUNTY, upon request, evidence of the payment of all such invoices.

**10.4** SELLER shall retain all Connection Charges, as hereinafter defined, heretofore paid to SELLER. SELLER has entered into no agreements or commitments with developers or customers providing for the extension of services or facilities with regard to the Utility Systems. COUNTY shall be entitled to receive all Connection Charges paid after the Closing Date. The term Connection Charges shall mean connection, plant capacity, main extension, allowance for funds prudently invested ("AFPI") charges and/or capital charges ("Connection Charges").

**10.5** All adjustments and prorations shall be calculated as of 11:59 p.m. of the Closing Date.

**10.6** All costs of recording any releases, satisfactions or corrective instruments, if any, shall be paid by SELLER.

**10.7** Certified, confirmed or ratified special assessments or municipal liens prorated as of the Closing Date, will be paid by SELLER.

**10.8** Any taxes on gross receipts or regulatory assessment fees incurred as of the Closing Date shall be paid by SELLER.

**10.9** If applicable, rents under any lease agreement assumed by the COUNTY hereunder shall be prorated as of the Closing Date.

**10.10** All bills for other services, materials and supplies rendered in connection with the operation of the Utility Systems prior to closing shall be paid by SELLER.

**10.11** The COUNTY acknowledges that the SELLER has agreed to sell its assets under threat of condemnation. As such, SELLER shall not be responsible for or required to pay the documentary stamp tax on the deeds of conveyance of Property included in the Purchased Assets.

**SECTION 11. INDEMNITIES.** Except as otherwise provided for in this Agreement, the SELLER shall indemnify and hold the COUNTY, its representative agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, refunds, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including damage to property or property rights that may arise from or are related to third party claims arising from or related to acts, errors, or omissions of the SELLER, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of the SELLER arising out of (1) its operation, maintenance, or management of the Utility Systems up to and including the Closing Date, (2) the SWFWMD Enforcement Action, (3) any local, state, or federal enforcement case that may be later filed after the Closing Date related to alleged or actual violations of local, state or federal laws, rules, ordinances, policies, or requirements that occurred prior to or on the Closing Date, or (4) any FPSC rate case proceeding related to the Utility Systems. The COUNTY shall indemnify and hold the SELLER, its representative agents and employees harmless from and against any and all third party claims, liability, demands, damages, surcharges, refunds, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including damage to property or property rights that may arise from or which are related to the acts, errors, or omissions of the COUNTY, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of the COUNTY arising out of (1) its operation, maintenance, or management of the Utility Systems subsequent to the Closing Date, (2) any other local, state, or federal enforcement case that may be later filed after the Closing Date related to alleged or actual violations of local, state or federal laws, rules, ordinances, policies, or requirements that occurred subsequent to the Closing Date, related to the Utility Systems. Except for issues related to SELLER's obligations to deliver title to the Purchased Assets, the indemnities provided hereunder shall expire two (2) years after the Closing Date.

**SECTION 12. ENVIRONMENTAL MATTERS.** The COUNTY shall have the right to perform both a Level I and Level II Environmental Audit, as such terms are generally

understood by the environmental consulting industry in the State of Florida, of all real property associated with the operation of the System, including the Property. These audits shall be performed at COUNTY's expense. These environmental audits may include, but not be limited to, appropriate borings, samplings, "sniffer" tests, as well as an appropriate title search in order to determine that the sites are in full compliance with applicable local, state, and federal environmental and occupational health and safety statutes and regulations. If after reviewing the environmental audits, COUNTY reasonably determines that any portion of the Utility Systems hereunder is not in full compliance with applicable local, state, and federal environmental and occupational health and safety statutes and regulations, COUNTY may elect not to acquire the Utility Systems by giving SELLER written notice of its election not to acquire said Utility Systems five (5) days before the Closing Date. In the event COUNTY elects not to acquire the Utility Systems, neither party shall have any liability to the other. The COUNTY, however, shall provide SELLER prior written notice (not less than forty-eight (48) hours in advance) of any proposed inspection of the Utility Systems, which shall take place at reasonable times and without interfering with the operation of the System by SELLER. The COUNTY shall indemnify, defend and hold SELLER harmless for any claims, actions, expenses or damages, including cost and attorney's fees, at trial and appeal, which SELLER incurs for personal injury or property damage that occurs as a direct result of the inspection of the Utility Systems by COUNTY, its agents, contractors, representatives and/or employees. This Section 12 indemnification obligation shall survive the closing by two (2) years.

**SECTION 13. CLOSING.** The place of closing shall be in Ocala, Marion County, Florida at the COUNTY's administration building, 601 S.E. 25th Avenue, and such closing shall occur on or before February 2, 2001 (the "Closing Date"). Notwithstanding anything to the contrary, the closing of this transaction shall take place upon the delivery of the Purchase Price to the SELLER in the manner and on the date provided for in this Agreement. The parties agree that the closing of this transaction on or before February 2, 2001, was a material part of the negotiations and absent such agreement this transaction would not have taken place. Accordingly, the closing of this transaction shall not be extended beyond the Closing Date.

**SECTION 14. CLOSING DOCUMENTS AND PROCEDURES.**

**14.1 Deliveries from SELLER.** The following documents shall be delivered by the SELLER to the COUNTY no later than February 2, 2001, but shall be executed on the Closing Date:

(1) Warranty deeds to all of the Property owned by the SELLER as described in Exhibit "1" conveying to the COUNTY all of the SELLER'S right, title and interest in all such property and warranting that such Property is free and clear of all liens, claims and encumbrances other than Permitted Exceptions, as that term is defined in Subsection 5.1 hereof.

(2) Instruments of conveyance, in appropriate recordable form, of all the Easements as described in Exhibit "2" and Exhibit "10" conveying to the COUNTY all of its right, title and interest in all such property, together with all utility improvements thereto, and warranting that such easement rights and rights to use dedicated rights-of-way are or shall be made pursuant to Subsection 6.3 hereof, free and clear of all liens, security interests, encumbrances, leasehold interests, charges or options, covenants or restrictions other than Permitted Exceptions, as that term is defined herein;

(3) General assignment to and assumption by the COUNTY of all other interests in the Property, together with a general assignment of all Contracts, Agreements, permits and approvals as provided for and in the manner specified in this Agreement;

(4) Bills of sale or other documents of assignment and transfer, with full warranties of title as specified in this Agreement, to all Water and Wastewater Systems Assets other than those assets covered by Subsections 14.1(2) and 14.1(3) hereof;

(5) Copies of all business records sold to the COUNTY hereby (originals thereof to be delivered at closing);

(6) Copies of all permits, governmental authorizations and approvals, together with applications for or transfer approvals from any and all agencies that have issued said permits, authorizations, and approvals (originals thereof to be delivered at closing);

(7) Standard no-lien affidavit in a form reasonably required by the title Company as to realty and personalty insuring against any liens, claims or encumbrances upon the Purchased Assets;

(8) A "non-foreign" affidavit or certificate pursuant to Section 1445 of the Internal Revenue Code;

(9) Such other affidavits and acknowledgments as the title company shall reasonably request in order to cause the title company to issue the policy evidencing marketable title as contemplated herein;

(10) A corporate officer's certificate confirming that the SELLER's warranties hereunder are true and correct as of the Closing Date;

(11) Evidence of insurance to the COUNTY as contemplated by subsection 6.13 hereof; and

(12) Such other instruments and documents, in form approved by the COUNTY's counsel as may be reasonably required in order to transfer ownership and possession of the Purchased Assets to the COUNTY; provided that none of such documents shall result in any additional liability on the part of SELLER not otherwise provided for in this Agreement.

(13) All assignments of agreements listed in Section 19 that assign the agreements to COUNTY.

**14.2 Deliveries from the COUNTY.** On the Closing Date, the COUNTY shall pay the Purchase Price to the SELLER by wire transfer in the amount due SELLER as provided in Section 4 of this Agreement, subject to the prorations and adjustments. The COUNTY shall also deliver at the closing, the executed form of an assumption of the agreements (if any) set forth in Section 19 of this Agreement, an assumption of the leases, permits, agreements, approvals and other interests in the Purchased Assets being assigned by the SELLER, as provided by the SELLER pursuant to Subsection 14.1 hereof, and a certified copy of a resolution of the COUNTY approving this transaction, if not previously delivered to SELLER. Said documents shall be executed on the Closing Date. The assignments and assumptions being prepared by the parties may be incorporated into one document at the convenience of the parties. COUNTY shall also deliver at closing: (a) such affidavits and acknowledgments as the title Company shall reasonably request in order to cause said title Company to issue a title insurance policy evidencing a marketable title in COUNTY; (b) a County Officer's Certificate confirming that the warranties of COUNTY set forth in this Agreement applicable to the closing are true and correct as of the closing; and (c) such other instruments and documents as SELLER's Counsel may reasonably require, in form approved by COUNTY's Counsel, in order to transfer possession and control of the Purchased Assets to COUNTY, provided that none of such documents shall result in any additional liability on the part of COUNTY not otherwise provided for in this Agreement. Assuming all conditions precedent to closing have been met, the COUNTY shall also execute the Effluent Easement and Delivery Agreement on the Closing Date.

**SECTION 15. RESPONSIBILITY FOR PROFESSIONAL FEES AND COSTS.** Each party hereto shall be responsible for its own attorneys' fees, engineering fees, accounting fees and other costs in connection with the preparation and execution of this Agreement, the closing of the transaction contemplated herein and in connection with all judicial and administrative proceedings related to the acquisition of the Utility Systems.

**SECTION 16. PUBLIC SERVICE COMMISSION APPROVAL.** SELLER shall apply for approval by the Florida Public Service Commission for transfer of the Purchased Assets from SELLER to COUNTY. SELLER agrees to pay all fees and costs incurred by SELLER incident to such dealings with the Florida Public Service Commission. It is agreed that COUNTY shall apply every reasonable effort to cooperate with SELLER to obtain approval from the Florida Public Service Commission and will render all reasonable

assistance to SELLER necessary to obtain such approval. Copies of the Order(s) of the Commission acknowledging sale of the Utility Systems to the COUNTY shall be promptly provided to the COUNTY, upon SELLER's receipt thereof.

**SECTION 17. COMMISSIONS.** The SELLER and the COUNTY warrant to the other that the transaction contemplated by this Agreement is a direct, private transaction between the SELLER and the COUNTY without the use of a broker or commissioned agent.

**SECTION 18. FURTHER ASSURANCES.** Each of the parties hereto agrees that, from time to time, upon the reasonable request of the other party and at the expense of the requesting party, without further consideration, it shall execute and deliver to the requesting party any and all further instruments, affidavits, conveyances and transfers as may be reasonably required to carry out the provisions of this Agreement.

**SECTION 19. CERTAIN AGREEMENTS.**

**19.1 Contracts and Agreements.** The COUNTY shall take title to the Purchased Assets encumbered only by those contracts and agreements that are listed on Exhibit "7" attached to and incorporated in this Agreement (hereafter "Contracts and Agreements") which will be assigned to and assumed by the COUNTY. Notwithstanding anything to the contrary stated in this Agreement, the COUNTY is not assuming and has no obligation to honor the amount of any prepaid or discounted connections for customers or properties, dwelling units, or commercial or industrial structures not connected to the Utility Systems prior to the Closing Date, but rather reserves the right to charge and collect its own capital charges as precondition to providing service, giving due credit for connection fee amounts previously paid.

**19.2 Other Agreements.** Except as expressly set forth in this Agreement, the COUNTY is not assuming any other agreements to which SELLER is a party.

**SECTION 20. NOTICES; PROPER FORM.** Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

**COUNTY:** Marion County  
601 S.E. 25<sup>th</sup> Avenue  
Ocala, FL 34471-2690  
Attention: County Administrator



With a copy to: Thomas A. Cloud, Esq.  
Gray, Harris & Robinson, P.A.  
301 East Pine St., Suite 1400  
Orlando, FL 32801

**SELLER:** Oak Run Associates, Ltd. c/o  
Development & Construction Corporation of America  
8865 Southwest 104<sup>th</sup> Lane  
Ocala, Florida 32676  
Attention: Kulbir Ghumman,  
President and Chief Executive Officer

With a copy to: Martin S. Friedman, Esquire  
2548 Blairstone Pines Drive  
Post Office Box 1567  
Tallahassee, FL 32302-1567

Notices personally delivered by hand or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (30 days after deposit in the U.S. mail.

**SECTION 21. ENTIRE AGREEMENT.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

**SECTION 22. AMENDMENT.** Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**SECTION 23. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

**SECTION 24. BINDING EFFECT.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the COUNTY and the SELLER.

**SECTION 25. TIME OF THE ESSENCE.** Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

**SECTION 26. APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**SECTION 27. CORROBORATION OF PAYMENTS AFTER CLOSING.** In each instance in which either the SELLER or the COUNTY is to receive money from another party after the Closing Date pursuant to the provisions of this Agreement, the party who is entitled to receive the money under the terms of this Agreement shall have the right to inspect, at its own expense, those books and records of the other party as may be necessary to corroborate the accuracy of the amount of money received by the party, within thirty (30) days of receipt of payment. In the event the party making the inspection discovers an error in payment, the party making the payment shall promptly transfer the difference in payment to the party who is entitled to payment; provided, however, that to the extent that the error in payment is ten percent (10%) or more, then the party making payment shall, in addition to paying the shortfall, reimburse to the party making the inspection the reasonable costs of the inspection.

**SECTION 28. RADON GAS.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

**SECTION 29. DEFENSE OF ACTIONS OR CLAIMS**

**29.1** Each party who is or may be entitled to indemnity under the provisions of this Agreement (the "Indemnitee") shall promptly notify the other party who is or may be required to provide indemnity under the provisions of this Agreement, as applicable (the "Indemnitor"), of any lawsuit or claim against such Indemnitee which it has reasonable cause to believe would entitle it to indemnification under such Section of this Agreement. Failure of such Indemnitee to promptly notify the Indemnitor of any such action or claim shall constitute a defense by Indemnitor against its obligation to indemnify the Indemnitee under this Agreement with regard to such claim or action, if such failure to provide such prompt notification reasonably prejudices the defense or other successful resolution of such action or claim by Indemnitor.

**29.2** Upon receipt of such prompt notification of such claim or action, the Indemnitor shall be entitled, in its absolute discretion, to select legal counsel; to assume at its expense the defense of any such action or claim, including the prosecution of any applicable cross-claims or counter claims; to direct the manner in which such defense shall be conducted; and to determine the terms of settlement of, any such suit or claim against Indemnitee, provided that no such resolution awarding relief other than money damages against the Indemnitee may be agreed to without the consent of the Indemnitee, which consent shall not be unreasonably withheld, delayed or conditioned by Indemnitee. Indemnitee shall provide its full cooperation and assistance to Indemnitor with regard to

the defense of such claim or action against Indemnitee, as afore-described, as reasonably requested by Indemnitor.

**29.3** If the defendants in or to any such action or claim include both the Indemnitee and the Indemnitor and the Indemnitee reasonably concludes that there are valid legal defenses available to the Indemnitee which are different from or additional to the legal defenses being raised by the Indemnitor, and which, after written notice thereof being given to the Indemnitor by the Indemnitee, are not being asserted by the Indemnitor on behalf of the Indemnitee regarding such action or claim, the Indemnitee shall have the right to select separate counsel to assert such additional legal defenses in such action on behalf of such Indemnitee; provided such legal defenses which Indemnitee desires to assert are not reasonably inconsistent with, contrary to or would otherwise prejudice the defenses which the Indemnitor is asserting on behalf of the Indemnitee. The Indemnitee shall take no action with regard to such claim or action which is inconsistent with or may reasonably prejudice the defenses, cross-claims or counter claims being asserted by Indemnitor on behalf of Indemnitee.

**29.4** If an Indemnitor elects to assume and does assume, the defense of any such suit or claim, it shall not be liable for any legal expenses incurred by the Indemnitee with respect to such matter and if the Indemnitee, after due notice to the Indemnitor of the existence of valid defenses not being employed by the Indemnitor as afore-described, employs separate counsel in connection with the assertion of such legal defenses not being raised by the Indemnitor on behalf of the Indemnitee and the Indemnitee is, in fact, ultimately successful in the assertion of those legal defenses that the Indemnitor refused to assert after due notification by the Indemnitee.

**29.5** If the Indemnitor, after receipt of such prompt notification of such claim or action, does not assume the defense of any such suit or claim, it shall thereafter be barred from disputing the nature and amount of the damages ultimately incurred or determined to have been incurred by the Indemnitee in settling or litigating the action or claim.

### **SECTION 30. MISCELLANEOUS.**

**30.1** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

**30.2** Except for the provisions of Section 4 and 14.1(1) hereof, in the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

**30.3** In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

**30.4** In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

**30.5** With regard to the SWFWMD Enforcement Action, the SELLER agrees to pay the money in lieu of penalties into an escrow account with an escrow agent of the COUNTY's choosing as contemplated by the Consent Order with SWFWMD. The COUNTY agrees to assume responsibility for implementing the Consent Order pursuant to that Assignment and Assumption Agreement (to be executed by DECCA) attached to and incorporated in this Agreement as Exhibit "10."

**SECTION 31. ADDITIONAL SELLER RESPONSIBILITIES.** SELLER at its expense shall provide COUNTY with six (6) months of billing services which include rendering the bills, mailing the bills, collecting the money and turning the money collected over to and paying the COUNTY, (COUNTY, however, shall be responsible for reading the meters and turning over data and for collection of nonpayment of bills), and up to five hundred (500) hours of consultation by James Bell (so long as James Bell is alive, well, and employed in some capacity by SELLER) during the six (6) months following the Closing Date. The COUNTY agrees to replace at its expense any operations employees of SELLER that quit or resign after the Closing Date. All SELLER employees shall have the right to apply to work for the COUNTY subject to normal employment requirements, rules, and policies.

**SECTION 32. FINAL CONTINGENCY.** The parties have entered into a similar agreement this same date related to the sale of the Pine Run Water System. Closing and transferring title to the Utility Systems is contingent upon closing and transferring title to the Pine Run Water System.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

DEVELOPMENT & CONSTRUCTION  
CORPORATION OF AMERICA

x [Signature]  
Name: James A. Bell

BY: [Signature]  
Kulbir Ghumman, President and  
Chief Executive Officer

x [Signature]  
Name: Melodye Marvin

DATE: 2/2/01

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF MARION

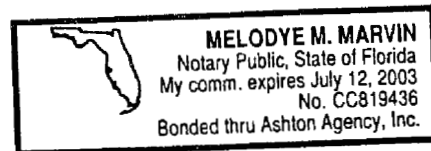
The foregoing instrument was acknowledged before me this 2 day of February, 2001, by Kulbir Ghumman, as President and Chief Executive Officer, of DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation, on behalf of the corporation.

[Signature]  
Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

Personally known, or  
 Produced Identification  
Type of Identification Produced



Signed, sealed and delivered  
in the presence of

OAK RUN ASSOCIATES, LTD., a Florida  
Limited Partnership  
By: DEVELOPMENT & CONSTRUCTION  
CORPORATION OF AMERICA, a Florida  
corporation and its general partner

Sign: James A. Bell  
Print: James A. Bell

Sign: Melodye Marvin  
Print: Melodye Marvin

By: Kulbir Ghumman  
Kulbir Ghumman,  
President and Chief Executive Officer  
[Corporate Seal]

STATE OF Florida  
COUNTY OF Manatee

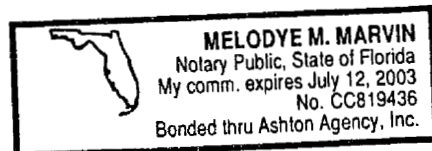
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Kulbir Ghumman, as President and Chief Executive Officer of DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation, and general partner of OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership, and who acknowledged executing the foregoing Agreement freely and voluntarily under authority duly vested in him by said corporation. Such officer is personally known to me or produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this  
2 day of February, 2001:

Melodye Marvin  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



ATTEST:

John Mann DC  
David R. Ellspermann, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA

BY: [Signature]  
~~Larry Gretul, Chairman~~  
Vice

Date: 1/21/01

FOR THE USE AND RELIANCE  
OF MARION COUNTY ONLY.  
APPROVED AS TO FORM

February 2 2001  
[Signature]  
Thomas A. Cloud, Esquire  
Special Utility Counsel

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 2 day of February, 2001, by Randy Harris, Vice ~~Larry Gretul~~, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing.

[Signature]  
Signature of Notary Public

(Print Notary Name  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

AFFIX NOTARY STAMP

- Personally known, or  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_

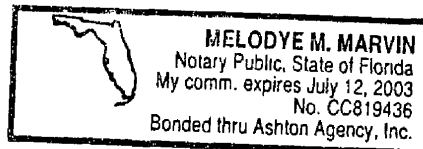


Exhibit 1:  
Real Property



**LEGAL DESCRIPTION  
EXHIBIT "1"**

**OAK RUN**

Parcel A:

A parcel of land lying in Section 25, Township 16 South, Range 20 East, Marion County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Section 25; thence N. 00°04'55"W. along the West line thereof, 724.75 feet; thence N.89°20'36"E., 225.00 feet; thence S.00°04'55"E., 724.75 feet to the South line of said Section 25 and the North line of OAK RUN NEIGHBORHOOD 1, as recorded in Plat Book X, Pages 99 through 105, of the Public Records of Marion County, Florida; thence S.89°20'36"W. along said line, 225.00 feet to the Point of Beginning.

Parcel B:

A parcel of land lying in Sections 35 and 36, Township 16 South, Range 20 East, Marion County, Florida, containing a portion of Tract F of OAK RUN NEIGHBORHOOD 1, as recorded in Plat Book X, Pages 99 through 105, of the Public Records of Marion County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of aforementioned Tract F; thence N.00°16'18"E. along the West line of said Tract F, 296.52 feet; thence S.89°43'42"E., 210.00 feet; thence S.00°16'18"W., 40.00 feet; thence S.89°43'42"E., 20.00 feet; thence S.00°16'18"W., 150.00 feet; thence S.89°43'42"E., 300.00 feet; thence N.00°16'18"E., 543.49 feet; thence S.89°43'42"E., 1085.52 feet; thence S.01°02'49"W., 650.07 feet, to the North line of OAK RUN NEIGHBORHOOD 8-A, as recorded in Plat Book 1, Pages 64 through 70, of said Public Records; thence N.89°43'42"W., along the North line of said OAK RUN NEIGHBORHOOD 8-A, the North line of OAK RUN NEIGHBORHOOD 8-B, as recorded in Plat Book 1, Pages 86 through 91, of said Public Records, and the South line of aforementioned Tract F, 1606.72 feet, to the Point of Beginning.

Together with an easement for operation, maintenance, construction, expansion, repair and replacement of utilities and access, ingress and egress related thereto on the following:

A 20 foot wide easement lying in Sections 35 and 36, Township 16 South, Range 20 East, Marion County, Florida, and also lying within Tract F of OAK RUN NEIGHBORHOOD 1, as recorded in Plat Book X, Pages 99 through 105, of the Public Records of Marion County, Florida, and being more particularly described as follows:

Commence at the SW corner of aforementioned Tract F; thence N.00°16'18"E., along the West line of said Tract F, 296.52 feet; thence S.89°43'42"E., 210.00 feet; thence S.00°16'18"W., 40.00 feet; thence S.89°43'42"E., 20.00 feet, to the Point of Beginning,; thence continue S.89°43'42"E., 300.00 feet; thence S.00°16'18"W., 20.00 feet; thence N.89°43'42"W., 300.00 feet; thence N.00°16'18"E., 20.00 feet, to the Point of Beginning.

and

A 50 foot wide easement lying in Section 35, Township 16 South, Range 20 East, Marion County, Florida, and being more particularly described as follows:

Beginning at the SW corner of Tract F of OAK RUN NEIGHBORHOOD 1, as recorded in Plat Book X, Pages 99 through 105, of the Public Records of Marion County, Florida; thence S.00°16'18"W., along the Southerly extension of the West line of said Tract F, 1194.64 feet, to a non-tangent intersection with a circular curve, on the Northerly right-of-way line of County Road Number 484 (100' wide right-of-way), concave Northerly, and having a radius of 2814.93 feet; thence Easterly, along said curve and Northerly right-of-way line, 50.02 feet, through a central angle of 01°01'05" and a chord bearing and distance of S.88°17'26"E., 50.02 feet; thence N.00°16'18"E., 1195.90 feet, to the South line of said Tract F; thence N.89°43'42"W., along the South line of said Tract F, 50.00 feet, to the Point of Beginning.

Parcel E:

Tract C, Block E, of OAK RUN NEIGHBORHOOD 12, as recorded in Plat Book 2, Pages 60 through 66, of the Public Records of Marion County, Florida.

Parcel F:

Tract C, OAK RUN LINKSIDE, as recorded in Plat Book 4, Pages 10 through 14, of the Public Records of Marion County, Florida.

FAUSRUMAZZONE\Marion\ex1\rev.oak.wpd

## Exhibit 2: Easements and Other Rights

(see also easements associated with Real Property  
in Exhibit 1)

**LEGAL DESCRIPTION  
EXHIBIT "2"**

**OAK RUN**

Easement on Parcel B for operation, maintenance, construction, expansion, repair and replacement of utilities and access, ingress and egress related thereto as follows:

A 20 foot wide easement lying in Sections 35 and 36, Township 16 South, Range 20 East, Marion County, Florida, and also lying within Tract F of OAK RUN NEIGHBORHOOD 1, as recorded in Plat Book X, Pages 99 through 105, of the Public Records of Marion County, Florida, and being more particularly described as follows:

Commence at the SW corner of aforementioned Tract F; thence N.00°16'18"E., along the West line of said Tract F, 296.52 feet; thence S.89°43'42"E., 210.00 feet; thence S.00°16'18"W., 40.00 feet; thence S.89°43'42"E., 20.00 feet, to the Point of Beginning,; thence continue S.89°43'42"E., 300.00 feet; thence S.00°16'18"W., 20.00 feet; thence N.89°43'42"W., 300.00 feet; thence N.00°16'18"E., 20.00 feet, to the Point of Beginning.

and

A 50 foot wide easement lying in Section 35, Township 16 South, Range 20 East, Marion County, Florida, and being more particularly described as follows:

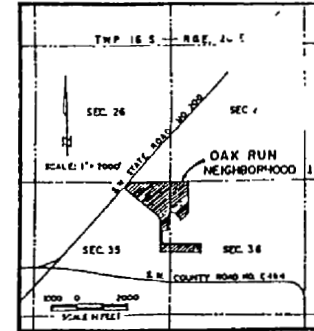
Beginning at the SW corner of Tract F of OAK RUN NEIGHBORHOOD 1, as recorded in Plat Book X, Pages 99 through 105, of the Public Records of Marion County, Florida; thence S.00°16'18"W., along the Southerly extension of the West line of said Tract F, 1194.64 feet, to a non-tangent intersection with a circular curve, on the Northerly right-of-way line of County Road Number 484 (100' wide right-of-way), concave Northerly, and having a radius of 2814.93 feet; thence Easterly, along said curve and Northerly right-of-way line, 50.02 feet, through a central angle of 01°01'05" and a chord bearing and distance of S.88°17'26"E., 50.02 feet; thence N.00°16'18"E., 1195.90 feet, to the South line of said Tract F; thence N.89°43'42"W., along the South line of said Tract F, 50.00 feet, to the Point of Beginning.

# OAK RUN NEIGHBORHOOD 1

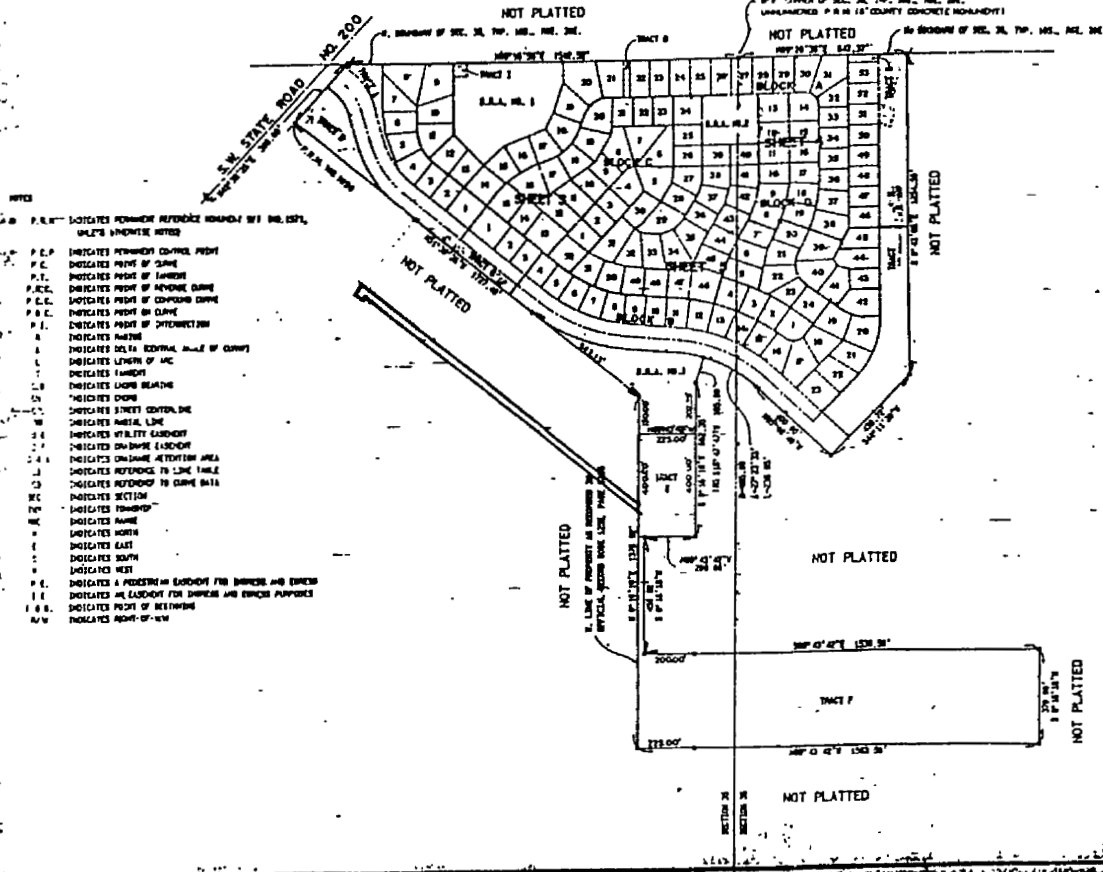
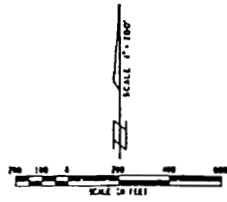
SECTION 35 AND 36, TOWNSHIP 16 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA

## KEY MAP

P.O.B.  
S.E. CORNER OF SEC. 35, TWP. 16S., R. 20E., S. 16N.  
P.O.C.  
S.W. CORNER OF SEC. 35, TWP. 16S., R. 20E., S. 16N.  
UNAPPROVED P.O.B. IN 1<sup>ST</sup> COUNTY CONCRETE ROADWAY



LOCATION MAP



- NOTES
- P.B. - INDICATES BENCHMARK REFERENCE MONUMENT BY DISTANCE, UNLESS OTHERWISE NOTED
  - P.C.P. - INDICATES POINTS OF CURVE, POINT
  - P.C. - INDICATES POINT OF CURVE
  - P.T. - INDICATES POINT OF TANGENT
  - P.A.C. - INDICATES POINT OF REVERSE CURVE
  - P.C.C. - INDICATES POINT OF CURVATURE CHANGE
  - P.O.C. - INDICATES POINT OF CURVE
  - P.I. - INDICATES POINT OF INTERSECTION
  - A - INDICATES ANGLE
  - B - INDICATES BENCH MARK
  - I - INDICATES INTERIOR FEDERAL BOUNDARY OF COUNTY
  - L - INDICATES LINE OF VIC
  - T - INDICATES TANGENT
  - L.B. - INDICATES LAMB BEARING
  - S.N. - INDICATES SIGN
  - S.C. - INDICATES STREET CENTERLINE
  - M - INDICATES METAL LINE
  - M.L. - INDICATES METAL LASHING
  - S.D. - INDICATES SANDSTONE LASHING
  - S.A. - INDICATES SANDSTONE AREA
  - S.F. - INDICATES REFERENCE TO CURVE DATA
  - S.C. - INDICATES SECTION
  - T.M. - INDICATES TOWNSHIP
  - R. - INDICATES RANGE
  - N. - INDICATES NORTH
  - E. - INDICATES EAST
  - S. - INDICATES SOUTH
  - N. - INDICATES NORTH
  - P.E. - INDICATES A PROVISION FOR EGRESS AND ENTRY
  - P.L. - INDICATES AN EASEMENT FOR EGRESS AND ENTRY PURPOSES
  - P.O.B. - INDICATES POINT OF BEGINNING
  - P.O.C. - INDICATES POINT OF CURVE
  - N.M. - INDICATES NORTH-OF-WAY

DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTIONS 35 & 36, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 35 AND THE NORTHWEST CORNER OF SECTION 36, RUN THENCE N 89° 20' 30" E, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 447.37 FEET; THENCE S 89° 48' 05" E, 1754.36 FEET; THENCE S 44° 11' 20" W, 439.72 FEET; THENCE N 49° 48' 07" W, 408.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 495.86 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 23' 33", A DISTANCE OF 236.65 FEET; THENCE S 18° 47' 47" W, ALONG A LINE ADJACENT TO THE APPROXIMATE CURVE 192.86 FEET; THENCE S 90° 16' 18" W, 802.25 FEET; THENCE N 89° 43' 42" W, 208.88 FEET; THENCE S 89° 16' 18" W, 458.38 FEET; THENCE S 89° 43' 42" W, 1536.36 FEET; THENCE S 90° 16' 18" W, 376.88 FEET; THENCE N 89° 43' 42" W, 383.36 FEET TO THE WEST LINE OF THAT CERTAIN PROPERTY DESCRIBED IN O. A. BOOK 1255, PAGE 6284, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE LINE OF THAT SAID PROPERTY DESCRIBED IN O. A. BOOK 1255, PAGE 6284 THE FOLLOWING FOUR (4) COURSES: N 89° 16' 18" W, 1278.82 FEET; THENCE N 51° 36' 26" W, 1787.49 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF STATE ROAD 206, SAID RIGHT-OF-WAY BEING 50.00 FEET FROM, WHEN MEASURED AS RIGHT ANGLES TO THE CENTERLINE THEREOF; THENCE N 44° 20' 25" E, ALONG SAID RIGHT-OF-WAY 306.88 FEET TO THE NORTH LINE OF SAID SECTION 35; THENCE N 89° 16' 53" E, ALONG S-18 NORTH LINE 1542.52 FEET TO THE POINT OF BEGINNING.

EASEMENT

Record and return to: Phillip R. Finch, Esq.  
Gray, Harris & Robinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801

THIS INSTRUMENT PREPARED BY:  
MARTIN S. FRIEDMAN, ESQUIRE  
ROSE, SUNDBSTROM & BENTLEY, LLP  
2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation, and OAK RUN ASSOCIATES, LTD., a Florida limited partnership, whose address is 11637 S.W. 90<sup>th</sup> Terrace, Ocala, Florida 34481, hereinafter called the "Assignor" for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 601 S.E. 25<sup>th</sup> Avenue, Ocala, Florida 34471, hereinafter referred to as "Assignee", has granted, bargained, sold, transferred, assigned and delivered, and by these presents does grant, bargain, sell, transfer, assign and deliver unto the Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to all easements, recorded and unrecorded, rights of access, ingress and egress, permits, licenses, and rights-of-way owned or used by Assignor, whether in public or private property located in Marion County which relate to the operation or provision of water, reuse and wastewater service, including, but not limited to, easements identified in platted, dedicated rights-of-way and utility easements.

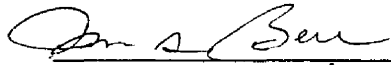
Assignor, its successors and assigns, hereby covenant that it has the lawful right to assign the above interests, that it has satisfied all requirements in the easements to continue them in full force and effect and to avoid any abandonment or reverter provisions set forth therein, and does hereby assign the same to the Assignee, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

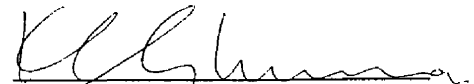
TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

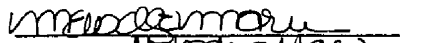
IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 2<sup>nd</sup> day of February, 2001.

ATTEST:

DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA

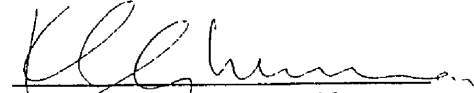
  
Print Name: JAMES A. BELL

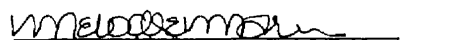
  
By: Kulbir Ghuman, President

  
Print Name: Melody Morrow

OAK RUN ASSOCIATES, LTD.,  
a Florida limited partnership,  
By: DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a general partner

  
Print Name: JAMES A. BELL

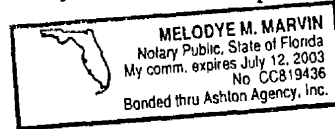
  
By: Kulbir Ghuman, President

  
Print Name: Melody Morrow

STATE OF FLORIDA )  
COUNTY OF MARION )

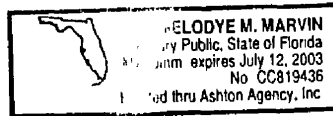
The foregoing instrument was acknowledged before me this 2 day of February, 2001, by Kulbir Ghumman, President of Development & Construction Corporation of America, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

MELODY M. MARVIN  
Notary Public  
My Commission Expires



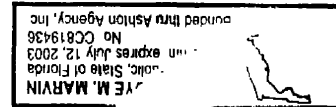
STATE OF FLORIDA )  
COUNTY OF MARION )

The foregoing instrument was acknowledged before me this 2 day of February, 2001, by Kulbir Ghumman, President of Development & Construction Corporation of America, general partner of Oak Run Associates, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.



MELODY M. MARVIN  
Notary Public  
My Commission Expires

decca\decca.aoeas  
2\1\01



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## Exhibit 3: Plant and Other Facilities Assets



**Potable Water System  
Asset Summary**

<u>Description</u>	<u>Quantity</u>
Well #3	1 ea.
Well #4	1 ea.
Well #5	1 ea.
Well #6	1 ea.
Sand Separator (Well #5)	1 ea.
 <b><u>Water Treatment Plant No. 1</u></b>	
20,000 Gallon Hydro Tank	2 ea.
Control Building	1 ea.
Caterpillar Generator (125 kw)	1 ea.
Chlorinator	3 ea.
 <b><u>Water Treatment Plant No. 2</u></b>	
10,000 Gallon Hydro Tank	2 ea.
Well and Control Building (block)	1 ea.
Chlorinator	1 ea.
 <b><u>Storage</u></b>	
650,000 Gallon Tank	1 ea.
 <b><u>Water Transmission/Distribution</u></b>	
1.5" PVC	100 feet
2" PVC	5,660 feet
4" PVC	13,131 feet
6" PVC	68,254 feet
8" PVC	56,928 feet
10" PVC	12,860 feet
12" PVC	31,061 feet
16" PVC	1,175 feet
Hydrants	165 feet
 <b><u>Meters</u></b>	
5/8"	3,557 ea.

**Potable Water System  
Asset Summary**

<u>Description</u>	<u>Quantity</u>
3/4"	43 ea.
1"	16 ea.
2"	10 ea.
4"	5 ea.
6"	3 ea.

**Wastewater System  
Asset Summary**

<u>Description</u>	<u>Quantity</u>
<b><u>Gravity Collection Mains</u></b>	
8" PVC	176,070 feet
<b>Manholes</b>	761ea.
<b>Lift Stations</b>	15 ea.
<b><u>Force Mains</u></b>	
4" PVC	2,155 feet
6" PVC	9,160 feet
8" PVC	2,260 feet
10" PVC	625 feet
12" PVC	3,140 feet
<b>Services</b>	3,531 ea.
<b><u>Treatment Plant #1</u></b>	
Package Plant	1 ea.
<b><u>Treatment Plant #2</u></b>	
Package Plant	1 ea.
<b><u>Common Components</u></b>	
Filter	1 ls.
Operations Building	1 ea.
Chlorination Building	1 ea.
Chlorinators	1 ea.
Sludge Stabilization Tank	1 ea.
Lime Slurry Tanks	1 ea.
Generator	1 ea.
Diesel Tank	1 ea.
<b><u>Effluent Disposal &amp; Irrigation</u></b>	
Effluent Pumps	3 ea.
Effluent Pump Piping	1 ls.
Reuse Tank	1 ea.
Reuse Piping	1 ea.

**Wastewater System  
Asset Summary**

<u>Description</u>	<u>Quantity</u>
Percolation Ponds - 800,000 gpd	1 ea.
Golf Course – 290,000 gpd	1 ea.
Monitoring Wells 290,000 gpd	6 ea.

Exhibit 4  
Engineering Plans

## List of Drawings

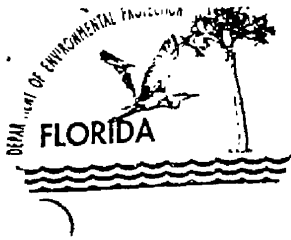
Development Name	Drawing Title
1	Elevated Water Storage Tank
2	Water Reuse Land Application Facility Improvements Phase II
3	Linkside Master Sewer Plan
4	Baytree Greens Master Sewer Plan
5	Laurel Oaks Master Sewer Plan Sheet A
6	Laurel Oaks Master Water Plan Sheet A
7	The Fountains Master Sewer Plan
8	Crescent Oaks Master Sewer Plan
9	Fairway Oaks Master Sewer Plan
10	Hillside Master Sewer Plan
11	The Fountains Master Water Plan
12	Park View Master Utility Plan
13	Baytree Greens Master Water Plan
14	Crescent Oaks Master Water Plan
15	Hillside Master Water Plan
16	Linkside Master Water Plan
17	Fairway Oaks Master Water Plan
18	Timbergate Master Utility Plan
19	Neighborhood 8 Master Utility Plan
20	Neighborhood 12 Master Utility Plan (as built)
21	Phase I Master Utility Plan
22	Neighborhood 7 Master Utility Plan
23	Neighborhood 10 Master Utility Plan
24	Neighborhood 2 Utility and Drainage Plan
25	Neighborhood 1 Utility and Drainage Plan
26	Neighborhood 3 Utility Plan (as built)
27	Neighborhood 5 Utility Plan
28	Neighborhood 11 Master Utility Plan
29	Neighborhood 4 Utility Plan
30	Neighborhood 9 Utility Plan
31	Neighborhood 6 Utility Plan
32	The Preserve Master Utility Plan
33	Golfview Master Water Plan
34	Golfview Master Sewer Plan
35	The Preserve Unit B Master Utility Plan
36	Water Reuse Land Application Facility Improvements
37	Water Supply Facility Expansion

Exhibit 5:  
All Permits, Certifications,  
Authorizations, and Approvals

### Regulatory Permits

Agency	Item	Document #	Permit Issuance Date	Permit Expiration Date
FDEP	WW operation permit	Permit # - FLA010785	7/15/1996	9-30-00 (Permit has expired - Utility is in the process of renewing)
FDEP	Potable Water System	PWS # - 3424992	NA	NA
SWFWMD	Water use permit	WUP # - 207178.04	7/30/1996	7/30/2002
FPSC	Water Certificate number	447-W	NA	NA





# Department of Environmental Protection

Lawton Chiles  
Governor

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

Virginia B. Wetherell  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

Development and Construction Corporation of America  
8865 S.W. 104th Lane  
Ocala, FL 34481

**PERMIT NUMBER:** FLA012697  
**ISSUANCE DATE:** 7/15/96  
**EXPIRATION DATE:** 9/30/00  
**FACILITY LD. NO:** FLA012697  
**PATS NUMBER:** 42-278300

Attn.: Mr. Jerry Sherwood  
Manager

**FACILITY:**

Oak Run WWTF  
State Road 200 and County Road 484  
Marion County

Latitude: 29° 03' 25" N    Longitude: 82° 15' 58" W

This permit is issued under the provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code. The above named permittee is hereby authorized to operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

**TREATMENT FACILITIES:**

An existing 0.800 MGD three-month average daily flow permitted Capacity Type I Modified Ludzack Ettinger process domestic wastewater treatment plant consisting of one (1) surge/backwash return tank of 40,000 gallons total volume, two (2) anoxic zones of 250,911 gallon total volume, two (2) oxic zones of 262,521 gallon total volume, two (2) clarifiers of 86,739 gallon total volume and 882 square foot total surface area, four (4) cell sand filter of 400 square foot total surface area, three (3) chlorine contact chambers of 30,000 gallon total volume, one (1) digester of 50,000 gallon total volume and one (1) lime stabilization tank of 50,000 gallon total volume.

**REUSE:**

**Land Application:** An existing 0.800 MGD three month average daily flow (TMADF) permitted capacity Part IV rapid rate land application system (R001) consisting of sixteen (16) rapid infiltration basins of twelve (12) acres total bottom area. Land application system R001 is located approximately at latitude 29° 03' 25" N, longitude 82° 15' 58" W.

**Land Application:** An existing 0.290 MGD three month average daily flow (TMADF) permitted capacity Part III slow-rate public access land application system (R002) consisting of the Oak Run Golf Course and the S.W. 115th St. Median (Monday through Friday).

**IN ACCORDANCE WITH:** The limitations, monitoring requirements and other conditions as set forth in Pages 1 through 23 of this permit and the attached Discharge Monitoring Report (DMR) and Ground Water Monitoring Report (GWMR).

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

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 Ocala, FL 34481

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**I RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

**A. Reuse and Land Application Systems**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to land apply reclaimed water from reuse system R001. Such reuse shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Reclaimed Water Limitations				Monitoring Requirements				Notes
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number		
Flow	mgd	Maximum		0.80 MGD (TMADF)			Continuous	Recording Flowmeter and Totalizer	EFA-13474	See Cond I.A.3, 4	
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/L	Maximum	20	30	45	60	Weekly	16-hour flow proportioned composite	EFA-13474		
Total Suspended Solids	mg/L	Maximum	20	30	45	60	Weekly	16-hour flow proportioned composite	EFA-13474		
Fecal Coliform Bacteria	See Permit Condition I.A.5.						Weekly	Grab	EFA-13474		
pH	std. units	Range				6.0 to 8.5	5 Days/Week	Grab	EFA-13474		
Total Residual Chlorine (For Disinfection)	mg/L	Minimum				0.5	5 Days/Week	Grab	EFA-13474	See Cond I.A.6	
Nitrate (as N)	mg/L	Maximum				12	Weekly	16-hour flow proportioned composite	EFA-13474		

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2. Reclaimed Water samples shall be taken at the monitoring site locations listed in Permit Condition I. A. 1. and as described below:

Monitoring Location Site Number	Description of Monitoring Location
EFA-13474	After disinfection and prior to discharge to basins

3. The three-month average daily flow to land application system R001 shall not exceed 0.800 mgd.
4. Recording flowmeter and totalizer shall be utilized to measure flow and shall be calibrated at least annually. [62-601.200(17) and .500(6), 5-31-93]
5. The arithmetic mean of the monthly fecal coliform values collected during an annual period shall not exceed 200 per 100 mL of reclaimed water sample. The geometric mean of the fecal coliform values for a minimum of 10 samples of reclaimed water, each collected on a separate day during a period of 30 consecutive days (monthly), shall not exceed 200 per 100 mL of sample. No more than 10 percent of the samples collected (the 90th percentile value) during a period of 30 consecutive days shall exceed 400 fecal coliform values per 100 mL of sample. Any one sample shall not exceed 800 fecal coliform values per 100 mL of sample. Note: To report the 90th percentile value, list the fecal coliform values obtained during the month in ascending order. Report the value of the sample that corresponds to the 90th percentile (multiply the number of samples by 0.9). For example, for 30 samples, report the corresponding fecal coliform number for the 27th value of ascending order. [62-600.440(4)(c), 6-8-93]
6. A minimum of 0.5 mg/L total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-600.440(4)(b), 6-8-93]

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7. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to land apply reclaimed water from Reuse System R002. Such reuse shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Reclaimed Water Limitations				Monitoring Requirements				Notes
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number		
Flow	mgd	Maximum		.290 MGD (TMADF)			Continuous	Recording Flowmeter and Totalizer	EFA-13474	See Cond. I.A.9, 10	
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/L	Maximum	20	30	45	60	Weekly	16-hour flow proportioned composite	EFA-13474		
Total Suspended Solids	mg/L	Maximum				5.0	Weekly	16-hour flow proportioned composite	EFA-13474		
Fecal Coliform Bacteria	See Permit Condition I.A.11.						Weekly	Grab	EFA-13474		
pH	std. units	Range				6.0 to 8.5	5 Days/Week	Grab	EFA-13474		
Total Residual Chlorine (For Disinfection)	mg/L	Minimum				1.0	5 Days/Week	Grab	EFA-13474	See Cond I.A.12	
Turbidity	NTU	Maximum	See Permit Condition I.A.13.				5 Days/Week	Grab	EFA-13474		

*Eliminated w/ Permit change 8/13/96*

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8. Reclaimed Water samples shall be taken at the monitoring site locations listed in Permit Condition I. A. 7. and as described below:

Monitoring Location Site Number	Description of Monitoring Location
EFA-13474	After disinfection and prior to discharge to Golf Course
EFB-26368	After filtration and prior to disinfection

9. The three-month average daily flow to land application system R002 shall not exceed 0.290 mgd.
10. Recording flowmeter and totalizer shall be utilized to measure flow and shall be calibrated at least annually. [62-601.200(17) and .500(6), 5-31-93]
11. Over a 30 day period, 75 percent of the fecal coliform values (the 75th percentile value) shall be below the detection limits. Any one sample shall not exceed 25 fecal coliform values per 100 mL of sample. Any one sample shall not exceed 5.0 milligrams per liter of total suspended solids (TSS) at a point before application of the disinfectant. Note: To report the 75th percentile value, list the fecal coliform values obtained during that month in ascending order. Report the value of the sample that corresponds to the 75th percentile (multiply the number of samples by 0.75). For example, for 30 samples, report the corresponding fecal coliform value for the 23rd value of ascending order. [62-600.440(5)(f), 6-8-93]
12. The minimum total chlorine residual shall be limited as described in the approved operating protocol, such that the permit limitation for fecal coliform bacteria will be achieved. In no case shall the total chlorine residual be less than 1.0 mg/L. [62-600.440(5)(b) and (6)(b), 6-8-93]
13. The maximum turbidity shall be limited as described in the approved operating protocol, such that the permit limitations for total suspended solids and fecal coliforms will be achieved. [62-610.463, 6-8-93]

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**B. Other Limitations and Monitoring and Reporting Requirements**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Limitations				Monitoring Requirements			
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/L	Report	-	-	-	-	Monthly	16-hour flow proportioned composite	INF-26205	See Cond I B 3
Total Suspended Solids	mg/L	Report	-	-	-	-	Monthly	16-hour flow proportioned composite	INF-26205	See Cond. I B 3

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2. Samples shall be taken at the monitoring site locations listed in Permit Condition I. B. 1 and as described below:

Monitoring Location Site Number	Description of Monitoring Location
INF-26205	At headworks, prior to treatment and ahead of return activated sludge line

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4), 5-31-93]
4. Parameters which must be monitored as a result of a ground water discharge (i.e., underground injection or land application system) shall be analyzed in accordance with Chapter 62-601, F.A.C. [62-620.610(18), 11-29-94]
5. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5), 5-31-93]
6. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department on a monthly basis Discharge Monitoring Report(s) (DMR), Form 62-620.910(10), as attached to this permit. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Southwest District Office at the address specified in Permit Condition I.B.8 by the twenty-eighth (28th) of the month following the month of operation.  
 [62-620.610(18), 11-29-94][62-601.300(1), (2), and (3), 5-31-93]
7. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for turbidity, total coliforms, color, and corrosivity). Twenty-four hour composite samples shall be used to analyze reclaimed water or effluent for the primary and secondary drinking water standards. These monitoring results shall be reported to the Department annually on the Reclaimed Water or Effluent Analysis Report, Form 62-601.900(4), or in another format if requested by the permittee and if approved by the Department as being compatible with data entry into the Department's computer system. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted in lieu of the report. The annual reclaimed water or effluent analysis report or the certification shall be completed and submitted in a timely manner so as to be received by the Department's Southwest District Office by thirty-first day of March of each year. [62-601.300(4), 5-31-93][62-601.500(3), 5-31-93]
8. Unless specified otherwise in this permit, all reports and notifications required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southwest District Office at the address specified below:

Florida Department of Environmental Protection  
 Southwest District Office  
 3804 Coconut Palm Drive

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Tampa, Florida 33619-

Phone Number - (813) 744-6100

FAX Number - (813) 744-8198 All FAX copies shall be followed by original copies.

**II. RESIDUALS MANAGEMENT REQUIREMENTS**

**Basic Management Requirements**

1. The residuals generated by this facility shall be lime stabilized to stabilization Class B in accordance with 40 CFR Part 503 and the Operating Protocol submitted with the application for this permit. The lime stabilized residuals shall be land applied.
2. Land application of residuals shall be in accordance with the conditions of this permit and the requirements of Chapter 62-640, F.A.C. [62-640, 3-1-91]
3. The wastewater treatment facility permittee shall be responsible for proper handling, use, and disposal of its residuals and will be held responsible for any disposal violations that occur unless the permittee can demonstrate that it has delivered residuals that meet the chemical criteria and appropriate stabilization requirements of this permit and that the disposer (e.g. hauler, contractor, or disposal/land application site owner) has legally agreed in writing to accept responsibility for proper disposal. [62-640.300(3), 3-1-91]
4. The permittee shall sample and analyze the residuals at least once every 3 months. All samples shall be representative and shall be taken after final treatment of the residuals but before use or disposal. Sampling and analysis shall be in accordance with the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, 1989. The following parameters shall be sampled and analyzed:

Parameter	Maximum Concentration	Maximum Cumulative Loading
Total Nitrogen	(Report only) % dry weight	Not applicable
Total Phosphorus	(Report only) % dry weight	Not applicable
Total Potassium	(Report only) % dry weight	Not applicable
Cadmium	100 mg/kg dry weight	4.4 pounds /acre
Copper	3000 mg/kg dry weight	125 pounds/acre
Lead	1500 mg/kg dry weight	500 pounds/acre
Nickel	500 mg/kg dry weight	125 pounds/acre
Zinc	10,000 mg/kg dry weight	250 pounds/acre
pH	(Report only) standard units	Not applicable



Total Solids	(Report only) %	Not applicable
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- The annual application rate for cadmium shall not exceed 0.5 lbs/acre/year. [62-640.700(3)(e), 3-1-91]
- Florida water quality criteria and standards shall not be violated as a result of land application of residuals. [62-640.700(3)(c), 3-1-91]

**Agricultural Sites**

- Class B residuals shall not be used on unrestricted access areas. [62-640.600(6)(b), 3-1-91]
- Class B residuals application shall be in accordance with the Agricultural Use Plan approved by the Department for this facility. [62-640.300(1), 3-1-91]
- Root crops, and fruits and vegetables which touch the soil and which are to be consumed raw shall not be grown on the application site for 18 months after the last application of Class B residuals. [62-640.600(6)(c), 3-1-91]
- Fruits and vegetables which do not touch the soil and which are to be consumed raw shall not be harvested from the application site for 30 days following the last application of Class B residuals. Orchard tree crops, which do not come in contact with the residuals due to the application method, are exempted. This exemption does not apply to orchard tree crops which have fallen to the ground before harvesting. [62-640.600(6)(d), 3-1-91]
- Pasture vegetation on the application site shall not be cut or used for grazing by livestock for 30 days following the last application of Class B residuals. [62-640.600(6)(e), 3-1-91]
- The public shall be restricted from the application area for 12 months after the last application of Class B residuals. [62-640.600(6)(f), 3-1-91]
- The wastewater treatment facility permittee shall apply for a minor permit revision on DEP Form 62-620.910(9) for new, modified, or expanded residuals land application sites. The facility's permit shall be revised to include the new or revised Agricultural Use Plan(s) prior to application of residuals to the new, modified, or expanded sites. The current Agricultural Use Plan identifies that the residuals shall be lime stabilized prior to land spreading on the following sites:

Site Name	Area in acres Application/Total	Section, Township, and Range	Latitude and Longitude	County	Hauler
McGinley Property	35 (in Field 1)	9 / 17S / 21E	29° 02' 00" N 82° 12' 30" W	Marion	American Pipe & Tank
Homer Gary - South Section A Site	23.85 / 160	5 / 16S / 22E	29° 07' 55" N 82° 07' 58" W	Marion	American Pipe & Tank

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Gary Garner - North Section B Site	31.22/276	34 / 13S / 22E	29° 19' 15 " N  82° 06' 08" W	Marion	American Pipe & Tank
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[62-620.330, 11-29-94]

14. Annual residuals application rates shall not exceed the agronomic rates based on the nitrogen requirements of the site vegetation in accordance with the approved Agricultural Use Plan. [62-640.700(3)(d), 3-1-91]
15. Residuals shall be applied with techniques and equipment to assure uniform application over the site. [62-640.700(3)(n), 3-1-91]
16. The pH of the domestic wastewater residuals soil mixture shall be 6.5 or greater at the time domestic wastewater residuals are applied. At a minimum, testing shall be done annually. [62-640.700(3)(h), 3-1-91]
17. The permittee shall maintain records of application areas and application rates on DEP Form 62-640.900(3) and shall have these records available for inspection upon request by the Department or the appropriate Local Environmental Program. These records shall include:
  - a. Date of application of the residuals,
  - b. Location of the residuals application site,
  - c. Amount of residuals applied or delivered,
  - d. Identification of specific areas of the site where residuals were applied and acreage of that area,
  - e. Method of incorporation of residuals (if any),
  - f. Water table level at time of application, and
  - g. Concentration of nitrogen and heavy metals in the residuals, percent solids, and date of last analysis.

The permittee shall provide: annual updates to the Agricultural Use Plan(s) to reflect any changes in domestic wastewater residuals characteristics or agricultural practices; summaries of the total residuals, nitrogen, and heavy metals applied on an annual basis; and annual summaries of the cumulative metals applied. Updates to the Agricultural Use Plan and annual summaries, including copies of applicable analytical laboratory reports for the wastewater residuals analysis for that period, shall be submitted to the Department's Southwest District Office by March 1 of each year. [62-640.700(3)(e) and (p), 3-1-91]

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**III. GROUND WATER MONITORING REQUIREMENTS**

1. During the period of operation authorized by this permit, the permittee shall sample ground water at the existing monitoring wells identified in Item II.2., permit condition below, in accordance with Rule 62-522.600, F.A.C. [62-522.600, 4/14/94]

2. The following monitoring wells shall be sampled **QUARTERLY**:

Well Name	Monitoring Location	Depth (feet)	Aquifer Monitored	Well Type	New or Existing
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**Rapid Rate Infiltration Basins GWMP**

BW-1	MWB-13477	50	U. Floridan	B	Existing
DW-1	MWD-13476	50	U. Floridan	HC & VC	Existing
DW-2	MWD-13475	50	U. Floridan	HC & VC	Existing

**Golf Course Reuse GWMP**

BW-1	MWB-13480	50	U. Floridan	B	Existing
MW-1	MWD-13479	50	U. Floridan	HC & VC	Existing
MW-2	MWD-13478	50	U. Floridan	HC & VC	Existing

B - Background

I - Intermediate

HC - Horizontal Compliance

VC - Vertical Compliance

[62-522.600(11)(b), 4/14/94]

3. If any monitoring well becomes damaged or inoperable, the permittee shall notify the Department immediately and a detailed written report shall follow within seven days. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent the recurrence. All monitoring well design and replacement shall be approved by the Department prior to installation. [62-522.600, 4/14/94]

4. Ground water monitor wells shall be sampled in accordance with Department document; DER - QA - 001/92, Standard Operating Procedures for Laboratory Operations and Sample Collection Activities. [62-522.600(1), 4/14/94]

5. Ground water monitor well samples shall be analyzed in accordance with Department document; DER - QA - 001/92, Standard Operating Procedures for Laboratory Operations and Sample Collection Activities as specified in Chapter 62-520, FAC, and Chapter 62-522, FAC. [62-520.300, and 62-520.420, 4/14/94, 62-522.600(1), 4/14/94]

6. The following parameters shall be analyzed QUARTERLY for each of the monitor well(s) previously identified in Item II.2.

a.	Nitrate (as N)	mg/L
b.	Nitrite (as N)	mg/L
c.	Fecal Coliform	cts./100ml
d.	Ammonia (as N)	mg/L
e.	Total Dissolved Solids	mg/L
f.	Sodium	mg/L
g.	Chloride	mg/L
h.	Sulfate	mg/L
i.	Turbidity	NTUs
j.	Water level (field measurement)	feet above Mean Sea Level
k.	pH (field measurement)	std. units
l.	Specific Conductance (field measurement)	µmhos/cm
m.	Temperature (field measurement)	°C

[62-522.600(11)(b), 4/14/94]

7. All ground water monitoring wells shall be sampled, analyzed and the results reported in accordance with the following schedule:

<u>Sample Period</u>	<u>Report Due Date</u>
1st Quarter (January-March)	April 15
2nd Quarter (April-June)	July 15
3rd Quarter (July-September)	October 15
4th Quarter (October-December)	January 15

There shall be a minimum forty-five days between any two consecutive quarterly sampling events. Additional samples, wells and parameters may be required based upon subsequent analysis.

[62-522.600(11)(b), 4/14/94]

8. Ground water monitoring well test results shall be submitted on Part D of Form 62-620.910(10). Results shall be submitted at the intervals specified in Permit Condition II.7. for each year during the period of operation allowed by this permit. Results shall be submitted with the DMR in accordance with Permit Condition I.D.2. [62-522.600(11)(b), 4/14/94] [62-601.300(3), 62.601.700 and Figure 3 of 62-601] [62-620.610.(18), 11/29/94]

9. The permittee shall submit to the Department an annual cumulative summary of the quarterly ground water data. This document will be submitted with the 3rd Quarter DMR pursuant to Item II.7. The data shall be presented in both graphical and tabular formats for each ground water monitoring well. The specific parameters are to include the following:

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a.	Nitrate (as N)	mg/L
b.	Nitrite (as N)	mg/L
c.	Fecal Coliform	cts./100ml
d.	Ammonia (as N)	mg/L
e.	Total Dissolved Solids	mg/L
f.	Sodium	mg/L
g.	Chloride	mg/L
h.	Sulfate	mg/L
i.	Turbidity	NTUs
j.	Water level (field measurement)	feet above Mean Sea Level
k.	pH (field measurement)	stdn.units
l.	Specific Conductance (field measurement)	µmhos/cm
m.	Temperature (field measurement)	°C

[62-522.600(11)(b), 4/14/94]

10. The ground water minimum criteria specified in Rule 62-520.400, shall be met within the zone of discharge. [62-520.400 and 62-522.300(1), 4/14/94]

11. All ground water quality criteria specified in Chapter 62-520 and Chapter 62-522 shall be met at the edge of the zone of discharge. The zone of discharge shall extend horizontally 100 feet or to the site property line, whichever is less, and vertically to the base of the surficial aquifer. [62-520.200(23), 62-520.400, 62-520.420, 4/14/94, 62-522.300(1), 62-522.400, and 62-522.410, 4/14/94]

12. If at any time, background ground water standards are exceeded at the edge of the zone of discharge, the permittee has fifteen days from receipt of the laboratory analysis in which to resample the monitor well(s) to verify the original analysis. The monitoring test results must be submitted to the Department within fifteen days of receipt of the reanalyses from the laboratory. Should the permittee choose not to resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility. [62-522.500, 4/14/94]

13. Sixty days prior to the submittal of the wastewater facility renewal application of this permit, the permittee shall sample all groundwater monitor wells for the Florida Primary and Secondary Drinking Water Standards contained in Chapter 62-550, F.A.C.(excluding asbestos, acrylamide, and epichlorohydrin), and EPA Methods 601 and 602. The analyses shall be submitted on Part D of Form 62-620.910 (10) to the Department and with the renewal application. [62-522.500, 4/14/94]

14. Sixty days prior to the submittal of the wastewater facility renewal application of this permit, the permittee shall provide a 24 hour composite effluent sample prior to discharge to the land application system. The composite sample shall be analyzed for the Florida Primary and Secondary Drinking Water Standards in accordance with Chapter 62-550, F.A.C., the EPA Priority Pollutants. The effluent analysis shall be submitted to the Department with the renewal application. The analyses results will be reported on Form 62-601.900 (4), or a Department approved exact replica, compatible with the data entry into the Department's computer system. [62-522.500, 4/14/94]

#### IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

##### Part IV Rapid-rate Land Application System(s)

1. All ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for this project shall extend horizontally 100 feet from the application site or to the facility's property line, whichever is less, and vertically to the base of the surficial aquifer. [62-520.200(23), 4/14/94] [62-522.400 and 62-522.410, 4/14/94]
2. Warning signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518, 4/2/90]
3. Percolation ponds, infiltration basins or trenches, and storage ponds shall be enclosed with a fence or provided with features to discourage the entry of animals and unauthorized persons. [62-610.518, 4/2/90]
4. The annual average hydraulic loading rate shall be limited to a maximum of 2.5 inches per day (as applied to the entire bottom area). [62-610.523(3), 4/2/90]
5. Infiltration ponds, basins, or trenches normally shall be loaded for 7 days and shall be rested for 21 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. [62-610.523(4), 4/2/90]
6. Rapid-rate systems shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. [62-610.523(6), 4/2/90]
7. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.515 and 62-610.415(6), 4/2/90]
8. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as an abnormal event to the Southwest within 24 hours of an occurrence as an abnormal event. The provisions of Rule 62-610.880, F.A.C., shall be met. [62-610.880, 62-610.415(5), 62-610.515, and 62-610.516, 4/2/90]

##### Part III Public Access System(s)

9. All ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. For major users of reclaimed water (i.e., using 0.1 mgd or more), the zone of discharge shall extend horizontally 100 feet from the application site or to the user's property line, whichever is less, and vertically to the base of the surficial aquifer. For other users, the zone of discharge shall extend horizontally to the boundary of the general service area identified in the attached map and vertically to the base of the surficial aquifer. [62-520.200(23), 4/14/94] [62-522.400 and 62-522.410, 4/14/94]
10. The treatment facilities shall be operated in accordance with the approved operating protocol. Only reclaimed water that meets the criteria established in the approved operating protocol may be released to system storage or to the reuse system. Reclaimed water that fails to meet the criteria in the approved operating protocol shall be directed to the following permitted alternate discharge system: Rapid Infiltration Basins R001. The operating protocol shall be reviewed and updated periodically (at least once each year) to ensure

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continuous compliance with the minimum treatment and disinfection requirements. Updated operating protocols shall be submitted to the Southwest for review and approval. [62-610.463(2), 4/2/90]

11. Cross-connections to the potable water system are prohibited. [62-610.470(1), 4/2/90]
12. A cross-connection control program shall be implemented and/or remain in effect within the areas where reclaimed water will be provided for use. [62-610.470(1), 4/2/90]
13. Maximum obtainable separation of reclaimed water lines and potable water lines shall be provided and the minimum separation distances specified in Rule 62-610.470(3), F.A.C., shall be provided. Reuse facilities shall be color coded or marked. [62-610.470(3) and (4), 4/2/90]
14. In constructing reclaimed water distribution piping, the permittee shall maintain a 75-foot setback distance from a reclaimed water transmission facility to public water supply wells. No setback distances are required to other potable water supply wells or to any nonpotable water supply wells. [62-610.471(3), 4/2/90]
15. A setback distance of 75 feet shall be maintained between the edge of the wetted area and potable water supply wells, unless the utility adopts and enforces an ordinance prohibiting potable water supply wells within the reuse service area. No setback distances are required to any nonpotable water supply well, to any surface water, to any developed areas, or to any private swimming pools, hot tubs, spas, saunas, picnic tables, barbecue pits, or barbecue grills. [62-610.471(1), (2), (5), and (7), 4/2/90]
16. Reclaimed water shall not be used to fill swimming pools, hot tubs, or wading pools. [62-610.469(3), 4/2/90]
17. Low trajectory nozzles, or other means to minimize aerosol formation shall be used within 100 feet from outdoor public eating, drinking, or bathing facilities. [62-610.471(6), 4/2/90]
18. The public shall be notified of the use of reclaimed water. This shall be accomplished by posting of advisory signs in areas where reuse is practiced, notes on scorecards, or other methods. [62-610.468(2), 4/2/94]
19. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.415(6), 4/2/90]
20. Overflows from emergency discharge facilities on storage ponds shall be reported as an abnormal event to the Southwest within 24 hours of an occurrence as an abnormal event. The provisions of Rule 62-610.880, F.A.C., shall be met. [62-610.880, 62-610.415(5), and 62-610.465, 4/2/90]
21. An Annual Report of Reclaimed Water Utilization shall be submitted to the appropriate Department district office. One copy of the annual report shall be submitted to each of the following addresses:
  1. Florida Department of Environmental Protection, Reuse Coordinator, Mail Station 3540, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.
  2. The appropriate Department of Environmental Protection district office.
  3. The appropriate water management district.

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The report shall include estimates of the annual average utilization (expressed in mgd) of reclaimed water for beneficial purposes and estimates of the annual average flows (expressed in mgd) sent to effluent disposal system for the previous federal fiscal year (October 1 through September 30). These are intended to be estimates. Detailed flow monitoring for all individual uses and users is not required. Data obtained will be used to maintain an inventory of reuse activity in Florida. Form 62-610.300(4) (a)2 shall be used for these annual reports. [62-610.870, 1/9/96]

## V. OPERATION AND MAINTENANCE REQUIREMENTS

### *Staffing Requirements*

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 61E12-41, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category I, Class B facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 16 hours/day for 7 days/week. The lead operator must be a Class B or higher.  
[62-699, 5-20-94] [62-620.630(3), 11-29-94] [62-699.310, 5-20-92] [62-610.462(2), 4-2-90]

2. A certified operator shall be on call during periods the plant is unattended. [62-699.311(1), 5-20-92]

### *Capacity Analysis Report and Operation and Maintenance Performance Report Requirements*

3. An updated capacity analysis report shall be submitted to the Department with the application for renewal of this permit. The updated capacity analysis report shall be prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5), 6-8-93]
4. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1), 6-8-93]

### *Recordkeeping Requirements*

5. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility: 8865 S.W. 104th Lane, Ocala, FL 34481
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation and a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;



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- c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
- d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
- e. A copy of the current permit;
- f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
- g. A copy of the facility record drawings;
- h. Copies of the licenses of the current certified operators; and
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and certification number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities; tests performed and samples taken; and major repairs made. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

*[62-620.350, 11-29-94][61E12-41.010(1)(e), 11-02-93]*

#### **VI. COMPLIANCE SCHEDULES AND SELF-IMPOSED IMPROVEMENT SCHEDULES**

NA

#### **VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS**

1. This facility is not required to have a pretreatment program at this time. *[62-625.500, 11-29-94]*

#### **VIII. OTHER SPECIFIC CONDITIONS**

1. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal, using Department Forms 62-620.910(1) and (2), no later than one-hundred and eighty days (180) prior to the expiration date of this permit. *[62-620.410(5), 11-26-94]*
2. The facilities shall comply with any conditions that the Secretary of the Army (United States Army Corps of Engineers) considers necessary to ensure that navigation and anchorage will not be substantially impaired. *[62-620.620(1)(q), 11-29-94]*
3. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective

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action may be required to ensure compliance with rules of the Department. [62-600.410(8), 6-8-93]

4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited. [62-604.130(3), 5-31-93]
5. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550, 5-31-93] [62-620.610(20), 11-29-94]
6. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
  - d. Which result in treatment plant discharges having temperatures above 40°C.[62-604.130(4), 5-31-93]
7. The treatment facility shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. [62-600.400(2)(b), 6-8-93]
8. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. [62-7.540, 12-10-85]
9. The permittee shall provide adequate notice to the Department of the following:
  - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C. if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2), 11-29-94]

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#### IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1), 11-29-94]
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2), 11-29-94]
3. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3), 11-29-94]
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4), 11-29-94]
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5), 11-29-94]
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6), 11-29-94]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7), 11-29-94]
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8), 11-29-94]

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9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
- Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - Have access to and copy any records that shall be kept under the conditions of this permit;
  - Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

*[62-620.610(9), 11-29-94]*

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, Florida Administrative Code. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10), 11-29-94]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11), 11-29-94]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12), 11-29-94]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13), 11-29-94]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14), 11-29-94]*

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15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15), 11-29-94]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, 62-620.420 or 62-620.450, F.A.C., as applicable, at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.300 for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16), 11-29-94]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance[62-620.610(17), 11-29-94]
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.
  - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10).
  - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - d. Any laboratory test required by this permit for domestic wastewater facilities shall be performed by a laboratory that has been certified by the Department of Health and Rehabilitative Services (DHRS) under Chapter 10D41, F.A.C., to perform the test. On-site tests for dissolved oxygen, pH, and total chlorine residual shall be performed by a laboratory certified to test for those parameters or under the direction of an operator certified under Chapter 61E12-41, F.A.C.
  - e. Under Chapter 62-160, F.A.C., sample collection shall be performed by following the protocols outlined in "DER Standard Operating Procedures for Laboratory Operations and Sample Collection Activities" (DER-QA-001/92). Alternatively, sample collection may be performed by an organization who has an approved Comprehensive Quality

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Assurance Plan (CompQAP) on file with the Department. The CompQAP shall be approved for collection of samples from the required matrices and for the required tests.

*[62-620.610(18), 11-29-94]*

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19), 11-29-94]*
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
  - a. The following shall be included as information which must be reported within 24 hours under this condition:
    1. Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
    2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
    3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
    4. Any unauthorized discharge to surface or ground waters.
  - b. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

*[62-620.610(20), 11-29-94]*

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 18. and 19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX. 20 of this permit. *[62-620.610(21), 11-29-94]*
22. Bypass Provisions.
  - a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
    1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and

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2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  3. The permittee submitted notices as required under Permit Condition IX. 22. b. of this permit.
- b. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
  - c. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. a. 1. through 3. of this permit.
  - d. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. a. through c. of this permit.

[62-620.610(22), 11-29-94]

### 23. Upset Provisions

- a. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
  1. An upset occurred and that the permittee can identify the cause(s) of the upset;
  2. The permitted facility was at the time being properly operated;
  3. The permittee submitted notice of the upset as required in Permit Condition IX. 20. of this permit; and
  4. The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.
- b. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
- c. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

WHEN CC **LETED MAIL THIS REPORT TO: FDEP; Water Facilities Section 804 Coconut Palm Drive; Tampa, FL 33619-8318**

Marion County

PERMITTEE NAME: Development and Construction Corporation of America

PERMIT NUMBER: FLA012697

MAILING ADDRESS: 8865 S.W. 104th Lane  
Ocala, FL 34481

MONITORING PERIOD--From: \_\_\_\_\_ To: \_\_\_\_\_

LIMIT: Final

CLASS SIZE: Minor

GROUP: Domestic

FACILITY: Oak Run WWTF

FACILITY ID: FLA012697

LOCATION: State Road 200 and County Road 484

DISCHARGE POINT NUMBER: R001 (13474)

PLANT SIZE/TREATMENT TYPE: 1B

Please read instructions before completing this form.

Parameter		Quantity or Loading			Quality or Concentration				No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum	Units	Minimum	Average	Maximum	Units			
Flow	Sample Measurement			MGD	.....	.....	.....	.....			
Storet No.: 50053 Monthly Average Daily	Permit Requirement	Report Monthly Average	0.800 Three-Month Average Daily Flow	MGD	.....	.....	.....	.....		Continuous	Recording flow meter and totalize
CBOD, 5 day 20°C	Sample Measurement	.....	.....	.....	.....	.....	.....	mg/L			
Storet No.: 80082	Permit Requirement	.....	.....	.....	.....	20 Annual 30 Monthly 45 Weekly	60 Single Sample	mg/L		Weekly	16-hour flow proportioned composite
Solids, Total Suspended	Sample Measurement	.....	.....	.....	.....	.....	.....	mg/L			
Storet No.: 00530	Permit Requirement	.....	.....	.....	.....	20 Annual 30 Monthly 45 Weekly	60 Single Sample	mg/L		Weekly	16-hour flow proportioned composite
Fecal Coliform Bacteria	Sample Measurement	.....	.....	.....	.....	.....	.....	#/100 mL			
Storet No.: 31616	Permit Requirement	.....	.....	.....	.....	200 Annual 200 Monthly	800/100 mL Single Sample	#/100 mL		Weekly	Grab
Total Residual Chlorine (For disinfection)	Sample Measurement	.....	.....	.....	.....	.....	.....	mg/L			
Storet No.: 50060	Permit Requirement	.....	.....	.....	0.5	.....	.....	mg/L		Daily, 5/wk	Grab
pH	Sample Measurement	.....	.....	.....	.....	.....	.....	Standard			
Storet No.: 00400	Permit Requirement	.....	.....	.....	6.00	.....	8.50	Standard		Daily, 5/wk	Grab
Nitrate (as N)	Sample Measurement	.....	.....	.....	.....	.....	.....	mg/L			
Storet No.: 00620	Permit Requirement	.....	.....	.....	.....	.....	12.0 Single Sample	mg/L		Weekly	16-hour flow proportioned composite

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein; and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT (Type or Print)	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO.	DATE (YY/MM/DD)
		( )	

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):



PERMITTEE NAME: Development and Construction Corporation of Florida  
 MAILING ADDRESS: 8865 S.W. 104th Lane  
 Ocala, FL 34481

PERMIT NUMBER: FLA012697  
 MONITORING PERIOD--From: To:  
 LIMIT: Final  
 CLASS SIZE: Minor  
 FACILITY ID: FLA012697  
 DISCHARGE POINT NUMBER: R002 (13474)  
 PLANT SIZE/TREATMENT TYPE: 1B

GROUP: Domestic

FACILITY: Oak Run WWTF  
 LOCATION: State Road 200 and County Road 484

Please read instructions before completing this form.

Parameter		Quantity or Loading			Quality or Concentration				No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum	Units	Minimum	Average	Maximum	Units			
Flow Storet No.: 50053 Monthly Average Daily	Sample Measurement			MGD	.....	.....	.....	.....			
	Permit Requirement	Report Monthly Average	0.250 Three-Month Average Daily Flow	MGD	.....	.....	.....	.....		Continuous	Flow meter and totalizer
CBOD, 5 day 20°C Storet No.: 80082	Sample Measurement	.....	.....	.....	.....			mg/L			
	Permit Requirement	.....	.....	.....	.....	20 Annual 30 Monthly 45 Weekly	60 Single Sample	mg/L		Weekly	16-hour flow proportioned composite
Solids, Total Suspended Storet No.: 00530	Sample Measurement	.....	.....	.....	.....			mg/L			
	Permit Requirement	.....	.....	.....	.....		5 Single Sample	mg/L		Weekly	16-hour flow proportioned composite
Fecal Coliform Bacteria Storet No.: 31616	Sample Measurement	.....	.....	.....	.....			#/100 mL			
	Permit Requirement	.....	.....	.....	.....		25/100 mL Single Sample	#/100 mL		Weekly	Grab
Total Residual Chlorine (For disinfection) Storet No.: 50060	Sample Measurement	.....	.....	.....	.....			mg/L			
	Permit Requirement	.....	.....	.....	1.0	.....	.....	mg/L		Daily, 5/wk	Grab
pH Storet No.: 00400	Sample Measurement	.....	.....	.....	.....			Standard			
	Permit Requirement	.....	.....	.....	6.00	.....	8.50	Standard		Daily, 5/wk	Grab
Turbidity Storet No.: 82079	Sample Measurement	.....	.....	.....	.....			NTU			
	Permit Requirement	.....	.....	.....	.....	.....	Per Operating Protocol	NTU		Daily, 5/wk	Grab

ADDITIONAL SHEET 1 (To be used if more space is needed)  
 PERMITTEE NAME: Development and Construction Corporation of America  
 MAILING ADDRESS: 8865 S.W. 104th Lane  
 Ocala, FL 34481

PERMIT NUMBER: FLA012697  
 MONITORING PERIOD--From: To:  
 LIMIT: Final  
 CLASS SIZE: Minor GROUP: Domestic  
 FACILITY ID: FLA012697  
 DISCHARGE POINT NUMBER: Influent Point # 26205  
 PLANT SIZE/TREATMENT TYPE: 1B

FACILITY: Oak Run WWTF  
 LOCATION: State Road 200 and County Road 484

Please read instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum	Units	Minimum	Average	Maximum	Units			
CBOD, 5 day 20°C	Sample Measurement	*****	*****	*****	*****		*****	mg/L	****		
(INFLUENT) Storet No.: 80082	Permit Requirement	*****	*****	*****	*****	Report Monthly Sample	*****	mg/L	****	Monthly	16-hour flow proportioned composite
Soilds, Total Suspended	Sample Measurement	*****	*****	*****	*****		*****	mg/L	****		
(INFLUENT) Storet No.: 00530	Permit Requirement	*****	*****	*****	*****	Report Monthly Sample	*****	mg/L	****	Monthly	16-hour flow proportioned composite

### DAILY SAMPLE RESULTS - PART B

Facility ID: F 2697

 Three-month Average Daily Flow:  
 Daily Flow % of Permitted Capacity:

Days of the Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30/31
Flow (MGD)																														
Chlorine Residual after Contact (mg/L as Cl <sub>2</sub> )																														
CBOD <sub>5</sub> Influent (mg/L as O <sub>2</sub> )																														
TSS Influent (mg/L)																														
CBOD <sub>5</sub> Effluent (mg/L as O <sub>2</sub> )																														
TSS Effluent (mg/L)																														
pH Effluent (standard units)																														
Fecal Coliform (#/100ML)																														
NO <sub>3</sub> Effluent (mg/L as N)																														
Turbidity (NTU)																														

**PLANT STAFFING:**      Day Shift Operator      Class:      Certificate No.:      Name:  
                                 Evening Shift Operator      Class:      Certificate No.:      Name:  
                                 Night Shift Operator      Class:      Certificate No.:      Name:  
                                 Lead Operator      Class:      Certificate No.:      Name:

Type of Effluent Disposal or Reclaimed Water Reuse:  
 Limited Wet Weather Discharge Activated: Yes:    No:    Not Applicable:    If yes, cumulative days of wet weather discharge:  
 \*Attach additional sheets if necessary to list all certified operators.

Facility ID: FLA012697

Month/Year:

Date Sample Obtained:

Was the well pumped before sampling? Yes No

Test Site ID: 13477 (BW-1) RIB'S

Well Type: Background

Ground Water Class: G-2

Parameter	Store Code	Sampling Method	Samples Filtered (Y/N)	Preservatives Added	Analysis Method	Analysis Result/Units	Detection Limits/Un
Water Level (feet) above Mean Sea Level							
Nitrate (mg/L as N)							
TDS (mg/L)							
Sodium (mg/L)							
Chloride (mg/L)							
Fecal Coliform (#/100ML)							
pH (standard units) (field measurement)							
Sulfate							
Ammonia (NH <sub>3</sub> as N)							
Specific Conductance (uhmos/cm) (field measurement)							
Temperature (° C) (field measurement)							
Turbidity (NTUs)							

Comments and Explanations:

Facility ID: FLA012697

Month/Year:

Date Sample Obtained:

Was the well pumped before sampling? Yes No

Test Site ID: 13476 (DW-1) RIB'S

Well Type: Compliance

Ground Water Class: G-2

Parameter	Storet Code	Sampling Method	Samples Filtered (Y/N)	Preservatives Added	Analysis Method	Analysis Result/Units	Detection Limits/Units
Water Level (feet) above Mean Sea Level							
Nitrate (mg/L as N)							
TDS (mg/L)							
Sodium (mg/L)							
Chloride (mg/L)							
Fecal Coliform (#/100ML)							
pH (standard units) (field measurement)							
Sulfate							
Ammonia (NH <sub>3</sub> as N)							
Specific Conductance (uhmos/cm) (field measurement)							
Temperature (° C) (field measurement)							
Turbidity (NTUs)							

Comments and Explanations:

Facility ID: F .2697  
 Month/Year:  
 Date Sample Obtained:  
 Was the well pumped before sampling? Yes No

Test Site ID: 13475 (DW-2) RIB'S  
 Well Type: Compliance  
 Ground Water Class: G-2

Parameter	Storet Code	Sampling Method	Samples Filtered (Y/N)	Preservatives Added	Analysis Method	Analysis Result/Units	Detection Limits/Un
Water Level (feet) above Mean Sea Level							
Nitrate (mg/L as N)							
TDS (mg/L)							
Sodium (mg/L)							
Chloride (mg/L)							
Fecal Coliform (#/100ML)							
pH (standard units) (field measurement)							
Sulfate							
Ammonia (NH <sub>3</sub> as N)							
Specific Conductance (uhmos/cm) (field measurement)							
Temperature (° C) (field measurement)							
Turbidity (NTUs)							

Comments and Explanations:

**GROUNDWATER MONITORING REPORT - PART D**

Facility ID: FLA012697

Month/Year:

Date Sample Obtained:

Was the well pumped before sampling?    Yes    No

Test Site ID: 13480 (BW-1) Golf Course

Well Type: Background

Ground Water Class: G-2

Parameter	Storet Code	Sampling Method	Samples Filtered (Y/N)	Preservatives Added	Analysis Method	Analysis Result/Units	Detection Limits/Un
Water Level (feet) above Mean Sea Level							
Nitrate (mg/L as N)							
TDS (mg/L)							
Sodium (mg/L)							
Chloride (mg/L)							
Fecal Coliform (#/100ML)							
pH (standard units) (field measurement)							
Sulfate							
Ammonia (NH <sub>3</sub> as N)							
Specific Conductance (uhmos/cm) (field measurement)							
Temperature (° C) (field measurement)							
Turbidity (NTUs)							

Comments and Explanations:

**GROUNDWATER MONITORING REPORT - PART D**

Facility ID: FA-2697

Month/Year:

Date Sample Obtained:

Was the well pumped before sampling? Yes No

Test Site ID: 13479 (MW-1) Golf Course

Well Type: Compliance

Ground Water Class: G-2

Parameter	Storet Code	Sampling Method	Samples Filtered (Y/N)	Preservatives Added	Analysis Method	Analysis Result/Units	Detection Limits/Units
Water Level (feet) above Mean Sea Level							
Nitrate (mg/L as N)							
TDS (mg/L)							
Sodium (mg/L)							
Chloride (mg/L)							
Fecal Coliform (#/100ML)							
pH (standard units) (field measurement)							
Sulfate							
Ammonia (NH <sub>3</sub> as N)							
Specific Conductance (uhmos/cm) (field measurement)							
Temperature (° C) (field measurement)							
Turbidity (NTUs)							

Comments and Explanations:



Facility ID: FL12697

Month/Year:

Date Sample Obtained:

Was the well pumped before sampling? Yes No

Test Site ID: 13478 (MW-2) Golf Course

Well Type: Compliance

Ground Water Class: G-2

Parameter	Storet Code	Sampling Method	Samples Filtered (Y/N)	Preservatives Added	Analysis Method	Analysis Result/Units	Detection Limits/Units
Water Level (feet) above Mean Sea Level							
Nitrate (mg/L as N)							
TDS (mg/L)							
Sodium (mg/L)							
Chloride (mg/L)							
Fecal Coliform (#/100ML)							
pH (standard units) (field measurement)							
Sulfate							
Ammonia (NH <sub>3</sub> as N)							
Specific Conductance (uhmos/cm) (field measurement)							
Temperature (° C) (field measurement)							
Turbidity (NTUs)							

Comments and Explanations:

**PART A - Discharge Monitoring Report**

One report shall be completed and submitted for each discharge point, outfall, or testing site listed in the permit. Use additional sheets if necessary. Mail to Department of Environmental Protection at the address shown on first page of report.

**Permittee Name/Address:** Complete the name as shown on the face of the permit. Complete the mailing address. Place a note beside the mailing address if the address has changed within the past month.

**Facility/Location:** Complete the name of the facility and the address or location of the facility.

**Permit Number:** This is the number of the permit issued to the permittee which contains the monitoring requirements in this report.

**Monitoring Period:** This is the period that the data on this report represents.

**Limit:** This is blank if the data represents interim limits on a facility under construction. If the data represents final limits achieved after construction, the word FINAL will be here.

**Class Size/Group:** The facility classification is either major or minor and the group is either industrial or domestic.

**Facility ID:** This is the identification number of the facility which was assigned by the Department at the time the facility was constructed.

**Discharge Point Number:** This is the number in the permit assigned to the outfall, discharge point, or test site from which this data was collected. Complete one of these reports for each outfall or discharge point from facility.

**Plant size/Treatment type:** If this facility is a domestic wastewater treatment facility, enter a one digit and one letter code to indicate the type of treatment and the plant size. First record the number from the chart below which represents the type of treatment provided by the facility. Then record the letter that indicates the permitted capacity (plant size) as shown on the chart below.

	Type of Treatment	Plant Size (mgd)			
		A	B	C	D
1	Activated Sludge, Attached Growth, or Combined Treatment systems that include nutrient removal processes (Nitrification alone is not considered nutrient removal.)	≥3.0	≥0.5 but <3.0	≥0.002 but <0.5	...
2	Activated Sludge or Combined Treatment systems that do not include removal processes	≥5.0	≥1.0 but <5.0	≥0.002 but <1.0	...
3	Activated Sludge operated in the extended aeration mode and oxidation ditches	≥8.0	≥2.0 but <8.0	≥0.025 but <2.0	≥0.002 but <0.02
4	Attached Growth Treatment systems (trickling filters or RBCs) that do not include nutrient removal processes	≥10.0	≥3.0 but <10.0	≥0.025 but <3.0	≥0.002 but <0.02

**Parameter:** This is the variable or substance which must be monitored.

**Sample Measurement:** The data which was collected and analyzed.

**Permit Requirement:** The limit from the permit for that parameter and measurement.

**Quantity or Loading:** The amount or mass of the parameter discharged during the reporting period in Average quantity discharged during the reporting period after adding each day of discharge, Maximum quantity discharged on the day with the highest amount, and the Unit of measurement (lbs, g, tons, etc.)

**Quality or Concentration:** The concentration of the parameter discharged during the reporting period in Minimum concentration during the reporting period, Average of all the measurements for the parameter during reporting period, Maximum or highest concentration discharged during the reporting period, and the Unit of measurement (mg/L, ug/L, etc.)

**No. Ex.:** The number of sample measurements during the sampling period that exceeded the maximum (minimum or 7-day average, as appropriate) permit requirement for each parameter. If none, enter zero.

**Frequency of Analysis:** The number of times the measurement is required to be made by the permit and the number of times the measurement was made.

**Sample Type:** The type of sample (grab, composite, continuous) required to be taken by the permit and the type that was taken.

**Certificate, Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached if event there are questions concerning this report. Date when the report is signed.

**Comment and Explanation:** Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation.

**PART B - DAILY SAMPLE RESULTS**

Complete one sheet for each outfall, discharge point, or test site where daily sampling is required by the permit. Record the results of daily monitoring for the parameters required to be sampled daily by your permit. Record data in the units indicated. If there are no fecal coliforms detected, enter ND in the row labeled "fecal coliform." Use the blank rows as needed.

List the name, certificate number, and class of all state certified operators. Use additional sheets as necessary.

Enter the type of effluent disposal or reclaimed water reuse (surface water discharge, ocean outfall, slow rate land application-public access, slow rate land application-restricted public access, rapid rate land application-absorption field, underground injection).

If this plant does not have a limited wet weather discharge permitted under the provision of Rule 62-610.860, F.A.C., check not applicable. If the plant activated the wet weather discharge during the reporting month, check and attach PART C - LIMITED WET WEATHER DISCHARGE.

**PART B - LIMITED WET WEATHER DISCHARGE**  
Enter the type of effluent disposal or reclaimed water reuse (surface water discharge, ocean outfall, slow rate land application-public access, slow rate land application-restricted public access, slow rate land application-absorption field, underground injection).

If this plant does not have a limited wet weather discharge permitted under the provision of Rule 62-610.860, F.A.C., check not applicable. If the plant activated the wet weather discharge during the reporting month, check and attach PART C - LIMITED WET WEATHER DISCHARGE.

### PART C - LIMITED WET WEATHER DISCHARGE

This part is applicable only to limited wet weather discharges from reuse systems describe in Rule 62-610.860, F.A.C. If applicable, this part is to be completed and submitted each month reclaimed water or effluent discharged by a limited wet weather discharge. For months with no discharge, Part C need not be submitted. All information is to be provided for each day on which the limited wet weather discharge was activated. Information is to be typed or printed in ink.

**Facility ID:** This is the identification number assigned by the Department for the facility.

**Month/Year:** This is the period during which the data on this report was collected and analyzed.

**Rainfall Information:** Rainfall gauging station requires entry of the name and location of the station. Source of Climatological (normal rainfall) data is the source of the information required for Cumulative rainfall for average rainfall year which is the amount of rain, in inches, which falls during an average rainfall year from January through the month for which this part contains data. Cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this Part contains data.

**Date:** Enter the date on which the discharge occurred.

**Duration of Discharge:** Enter the number of hours, to the nearest 0.1 of an hour (0.1 = 6 min.) during each day of discharge that reclaimed water was actually discharged to surface waters.

**Gallons Discharged:** Enter the quantity in millions of gallons of reclaimed water discharged during the period shown in Duration of Discharge. Show the units as millions of gallons (mg), accurate to the nearest 0.01.

**Average Discharge Flow Rate:** Divide Gallons Discharged by Duration of Discharge. Record in million gallons per day (MGD).

**Average Upstream Flow Rate:** Enter the average flow rate in the receiving stream upstream from the point of discharge for the period shown in Duration of Discharge. The average flow rate can be calculated based on measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

**Stream Dilution Factor:** Enter the stream dilution ratio accurate to the nearest 0.1. To calculate the factor, divide the Average Upstream Flow Rate by the Average Discharge Flow Rate.

**CBOD<sub>5</sub>:** Enter the average CBOD<sub>5</sub> of the reclaimed water discharged during the period shown in Duration of Discharge.

**TKN:** Enter the average TKN of the reclaimed water discharged during the period shown in Duration of Discharge.

**Reason for Discharge:** Provide a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

### PART D - GROUNDWATER MONITORING REPORT

This part is applicable only to groundwater monitoring wells. Type or print in ink the required data. All samples shall be collected and analyzed in accordance with Chapter 62-160, F.A.C. Laboratory reports shall be kept on file in the location indicated in your permit and made available for inspection upon request by the Department.

**Facility ID:** This is the identification number of the facility assigned by the Department.

**Test Site ID:** This is the identification number of the sampling site listed in your permit.

**Month/Year:** This is the period during which the data on this report was collected and analyzed. If the period is greater than one month, indicate beginning month to ending month.

**Well Type:** Indicate if the well being sampled is background, intermediate, compliance, or other. If other, explain in the comment section.

**Date Sample Obtained:** This is the date the sample was taken.

**Ground Water Class:** This is the classification of the ground water under Chapter 62-522, F.A.C.

**Parameter:** Analyze the parameters the permit requires. List any additional parameters from the permit which are not pre-listed here. If there are any parameters listed here which are not required by your permit, enter N/A at that line.

**Store Code:** Enter the Store Code associated with the parameter.

**Sampling Method:** Describe the sampling method used.

**Samples Filtered:** Indicate whether the sample obtained was filtered (Y) or unfiltered (N).

**Preservatives Added:** State what preservatives were added to the sample.

**Analysis Method:** Indicate the analytical method used. Record the number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

**Analysis Result/Units:** Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Enter the units associated with the results of the analysis.

**Detection Limits/Units:** Record the detection limits and the units associated with them.

**Comments and Explanations:** Use this space to make any comments on or explanations of results which are unexpected.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE  
INDIVIDUAL  
PERMIT NO. 207178.04**

Post-it	Date	# of pages
Fax Note R7673	9/28/10	10
To	Mike Coffey	
Fax#	352-368-5063	
From	Sue Carter	
Phone#	SWFWMD	

**EXPIRATION DATE: July 30, 2002**

**PERMIT ISSUE DATE: July 30, 1996**

**THE PERMITTEE IS RESPONSIBLE FOR APPLYING FOR A RENEWAL OF THIS PERMIT PRIOR TO THE EXPIRATION DATE WHETHER OR NOT THE PERMITTEE RECEIVES PRIOR NOTIFICATION BY MAIL. FAILURE TO DO SO AND CONTINUED USE OF WATER AFTER EXPIRATION DATE IS A VIOLATION OF DISTRICT RULES AND MAY RESULT IN A MONETARY PENALTY AND/OR LOSS OF WATER. APPLICATION FOR RENEWAL PRIOR TO THE EXPIRATION DATE IS SUBJECT TO DISTRICT EVALUATION AND APPROVAL.**

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined herein, and may require various activities to be performed by the Permittee as outlined by the Special Conditions. This permit, subject to all terms and conditions, meets all District permitting criteria.

**GRANTED TO:** Development and Construction Corporation of America  
(Oak Run)  
8865 S.W. 104th Lane  
Ocala, FL 34481

**ABSTRACT:** This is a renewal to increase the total permitted Annual Average Daily quantity to 2,310,000 gpd (increase of 1,000,000 gpd), include a total permitted Peak Month Daily quantity of 3,890,000 gpd, and to remove the Maximum Daily quantity from the permit. The increase in the Annual Average Daily quantity is due to an increase in the population served, and an increase in the irrigated golf course and landscape acreage. Quantities are for Public Supply to the Oak Run Development, irrigation of two golf courses, and irrigation of landscape. The Permittee has initiated a reuse program which will eventually provide irrigation quantities to the golf courses and landscape. Special Conditions are added to address: monthly recording and reporting of pumpage from all wells and surface withdrawals; pumpage distribution flexibility for three of the public supply wells; water quality sampling for specific production wells; augmentation limited to required repumped irrigation quantities; irrigation conservation measures; implementation of the approved water conservation plan; submittal of an annual per capita rate report; submittal of a reuse supplier report; and investigation of reuse supply for irrigated areas not already receiving reuse quantities.

**TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gpd)**

**AVERAGE: 2,310,000**

**PEAK MONTHLY: 3,890,000**

Permit No.: 207178.04

Permittee: Development and Construction Corporation of America (Oak Run)

Page 2

<u>Use</u>	<u>Average</u>	<u>Peak Monthly</u>
Public Supply:	1,940,000 gpd	3,050,000 gpd
Recreation or Aesthetic:	370,000 gpd	840,000 gpd

See Withdrawal Table for quantities permitted for each withdrawal point.

PROPERTY LOCATION: Marion County, approximately 8 miles southwest of Ocala.

TYPE OF APPLICATION: Renewal

WATER USE CAUTION AREA: N/A

APPLICATION FILED: August 4, 1995

ACRES: 575 Owned  
1,352 Serviced  
1,352 Total

APPLICATION AMENDED: N/A

**WATER USE: PUBLIC SUPPLY****SERVICE AREA NAME**

Oak Run

<u>USE TYPE</u>	<u>POPULATION SERVED</u>	<u>PER CAPITA RATE</u>
Residential Single Family	9,246	180
Commercial/Industrial Non-Process	9,246	8
Water Utility Use	9,246	8
Unaccounted Use	9,246	2
Total Public Supply Use	9,246	198 Gross/Compliance Per Capita

<u>USE TYPE</u>	<u>IRRIGATION METHOD(S)</u>	<u>IRRIGATION RATE</u>	<u>ACRES</u>
Lawn and Landscape Irrigation	General Spray	30.3"/yr.	47

Permit No.: 207178.04

Permittee: Development and Construction Corporation of America (Oak Run)

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**WATER USE: RECREATION OR AESTHETIC****FACILITY NAME**

Oak Run

<u>USE TYPE</u>	<u>IRRIGATION METHOD(S)</u>	<u>IRRIGATION RATE</u>	<u>ACRES</u>
Golf Course	General Spray	37.7"/yr.	131.77

<u>I.D. NO.</u>	<u>PERMITTEE/ DISTRICT</u>	<u>LOCATION LAT/LONG</u>	<u>DIAM. (INCHES)</u>	<u>DEPTH TOTAL/CASED</u>	<u>USE</u>	<u>GALLONS PER DAY AVERAGE</u>	<u>PEAK MONTHLY</u>	
- 1 / 1		290344/821614	8	200 / 57	/PS	10,000	30,000	
2 / 2		290329/821611	10	552 / 87	AU	170,000	420,000	
- 3 / 3		290348/821605	10	265 / 125	/PS	270,000	410,000	
- 4 / 4		290350/821605	10	216 / 82	//PS	680,000	1,020,000	
S-1 / 5		290335/821559	12	N / A	R/A	60,000	140,000	Repump
							Orchid Club Pond	
S-2 / 6		290335/821558	12	N / A	R/A	60,000	140,000	Repump
							Orchid Club Pond	
S-3 / 7		290334/821558	12	N / A	R/A	50,000	140,000	Repump
							Orchid Club Pond	
- 5 / 8		290352/821605	12	250 / 125	/PS	680,000	1,020,000	
- 6 / 9		290328/821421	12	250 / 125	/PS	200,000	300,000	
7 / 10		290334/821407	10	250 / 125	AU	300,000	690,000	
S-4 / 11		290336/821404	12	N / A	R/A	150,000	346,000	Repump
							East Golf Course Pond	
S-5 / 12		290335/821405	12	N / A	R/A	150,000	346,000	Repump
							East Golf Course Pond	

AU=Augmentation

PS=Public Supply

R/A=Recreation or Aesthetic

Permit No.: 207178.04

Permittee: Development and Construction Corporation of America (Oak Run)

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**DISTRICT**

**I.D. NO.**

**SECTION/TOWNSHIP/RANGE**

1 & 2	35/16/20
3, 4 & 8	25/16/20
5, 6 & 7	36/16/20
9	31/16/21
10, 11 & 12	32/16/21

**SPECIAL CONDITIONS:**

**All conditions referring to approval by the Regulation Department Director, Resource Regulation, shall refer to the Director, Brooksville Regulation Department, Resource Regulation.**

1. All reports required by the permit shall be submitted to the District on or before the tenth day of the month following data collection and shall be addressed to:

Permit Data Section, Records and Data Department  
 Southwest Florida Water Management District  
 2379 Broad Street  
 Brooksville, Florida 34609-6899

Unless otherwise indicated, three copies of each plan or report, with the exception of pumpage, rainfall, evapotranspiration, water level or water quality data which require one copy, are required by the permit.

2. Within 90 days of permit issuance, completion of construction of the withdrawal facility or prior to activation of a stand-by source, District ID No(s) **8, 9, 10, 11 and 12**, Permittee ID No(s) **5, 6, 7, S-4, and S-5**, (District I.D. No.(s) **11 and 12 to be metered jointly and reported under District LD. No. 11**) shall be equipped with non-resettable, totalizing flow meter(s), or other measuring device(s) as approved in writing by the Regulation Department Director, Resource Regulation, unless an extension is granted by the Director. Such device(s) shall have and maintain an accuracy within five percent of the actual flow as installed. Total withdrawal and meter readings from each metered withdrawal shall be recorded on a **monthly** basis and reported to the Permit Data Section, Records and Data Department, (using District forms) on or before the tenth day of the following month. If a metered withdrawal is not utilized during a given month, a report shall be submitted to the Permit Data Section, Records and Data Department, indicating zero gallons. Prior to meter installation, non-use shall be documented with monthly pumpage reports indicating zero gallons withdrawn.
3. The Permittee shall continue to maintain and operate the existing non-resettable, totalizing flow meter(s), or other flow measuring device(s) as approved by the Regulation Department Director, Resource Regulation, for District ID No(s) **1, 2, 3, 4, 5, 6, and 7**, Permittee ID No(s) **1, 2, 3, 4, S-1, S-2, and S-3**, (District I.D. No.(s) **5, 6 and 7 to be metered jointly and reported under District LD. No. 5**). Such device(s) shall maintain an accuracy within five percent of the actual flow as installed. Total withdrawal and meter readings from each metered withdrawal shall be recorded on a **monthly** basis and reported to the Permit Data Section, Records and Data Department, (using District forms) on or before the tenth day of the following month. If a metered withdrawal is not utilized during a given month, a report shall be submitted to the Permit Data Section, Records and Data Department, indicating zero gallons.

Permit No.: 207178.04

Permittee: Development and Construction Corporation of America (Oak Run)

Page 5

4. The average day, peak monthly, and maximum daily, if applicable, quantities for District ID No(s). 3, 4 and 8, Permittee ID No(s). 3, 4 and 5, shown above in the production withdrawal table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes. The quantities listed in the table for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary up to 1,230,000 gallons per day on an average basis, up to 1,584,000 gallons per day on a peak monthly basis for the individual wells, so long as adverse environmental impacts do not result and other conditions of this Permit are complied with. In all cases, the total average annual daily withdrawal, the total peak monthly daily withdrawal, and the total crop protection daily withdrawal are limited to the quantities set forth above.
  
5. Water quality samples shall be collected and analyzed, for parameter(s), and frequency(ies) specified below. Water quality samples from production wells shall be collected whether or not the well is being used, unless infeasible. If sampling is infeasible the Permittee shall indicate the reason for not sampling on the water quality data form. Water quality samples shall be analyzed by a Department of Health and Rehabilitative Services (DHRS) certified laboratory under Environmental Laboratory Certification General Category "1". At a minimum, water quality samples shall be collected after pumping the well at its normal rate for a pumping time specified in the table below, or to a constant temperature, pH, and conductivity. In addition, the Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis. Any variance in sampling and/or analytical methods shall have prior approval of the Regulation Department Director, Resource Regulation. Reports of the analyses shall be submitted to the Permit Data Section, Records and Data Department, (using District forms) on or before the tenth day of the following month, and shall include the signature of an authorized representative and certification number of the certified laboratory which undertook the analysis. The parameters and frequency of sampling and analysis may be modified by the Regulation Department Director, Resource Regulation, as necessary to ensure the protection of the resource.

<u>District ID No.</u>	<u>Permittee ID No.</u>	<u>Minimum Pumping Time (minutes)</u>	<u>Parameter</u>	<u>Sampling Frequency</u>
2	2	15	Chloride, Sulfate & TDS	February, May, August and November
3	3	15	Chloride, Sulfate & TDS	February, May August and November
8	5	15	Chloride, Sulfate & TDS	February, May August and November
9	6	15	Chloride Sulfate & TDS	February, May August and November



Permit No.: 207178.04

Permittee: Development and Construction Corporation of America (Oak Run)

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Water quality samples shall be collected based on the following timetable:

Weekly	Same day of each week
Monthly	Same week of each month
Quarterly	Same week of months specified
Semi-annually	Same week of months specified

Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).

6. The total withdrawal from District ID No(s). 2, Permittee ID No(s). 2, 10 inch well, for augmenting **Orchid Club Pond** shall not exceed the total withdrawal from District ID No(s). 5, 6 and 7, Permittee ID No(s). S-1, S-2 and S-3, from the water body for irrigation during any month.
7. The total withdrawal from District ID No(s). 10, Permittee ID No(s). 7, 10 inch well, for augmenting **East Golf Course Pond** shall not exceed the total withdrawal from District ID No(s). 11 and 12, Permittee ID No(s). S-4 and S-5, from the water body for irrigation during any month.
8. The Permittee shall:
  - a. Incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS and/or the United States Natural Resources Conservation Service (NRCS).
  - b. Limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.
  - c. Implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.
  - d. Evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.
9. The Permittee shall begin carrying out the provisions of its District approved conservation plan dated **July 25, 1995**, upon receipt of this permit. The Permittee shall submit progress reports to the Permit Data Section, Records and Data Department, concerning implementation of the plan on **August 1, 1999**.
10. By January 1, 1993, the Permittee shall have achieved a per capita water rate equal to or less than 150 gpd; this standard shall remain in effect until modified by rule. For planning purposes, listed below are per-capita goals for future management periods. These goals may be established as requirements through future rulemaking by the District:

Permit No.: 207178.04

Permittee: Development and Construction Corporation of America (Oak Run)

Page 7

- a. By January 1, 1997, the District may establish a new per capita water use standard. Based on current information, the per capita water use goal may be established by rule at 140 gpd; and
- b. By January 1, 2002, the District may establish a new per capita water use standard. Based on current information, the per capita water use goal may be established by rule at 130 gpd.

By April 1 of each year for the preceding period of October 1 through September 30, the Permittee shall submit a report detailing:

- a. The population served;
- b. Significant deducted uses, the associated quantity, and conservation measures applied to these uses;
- c. Total withdrawals;
- d. Treatment losses;
- e. Environmental mitigation quantities;
- f. Sources and quantities of incoming and outgoing transfers of water and wholesale purchases and sales of water, with quantities determined at the supplier's departure point;
- g. Documentation of reuse and desalination credits, if taken.

If for some reason, the Permittee does not achieve the specified per capita rate, the report shall document why the rate and requirements were not achievable, measures taken to attempt meeting them, and a plan to bring the permit into compliance. This report is subject to District approval. If the report is not approved, the Permittee is in violation of the Water Use Permit.

The District will evaluate information submitted by Permittees who do not achieve these requirements to determine whether the lack of achievement is justifiable and a variance is warranted. Permittees may justify lack of achievement by documenting unusual water needs, such as larger-than-average lot sizes with greater water irrigation needs than normal-sized lots. However, even with such documented justification, phased reductions in water use shall be required unless the District determines that water usage was reasonable under the circumstances reported and that further reductions are not feasible. For such Permittees, on a case-by-case basis, individual water conservation requirements may be developed for each management period. Per capita rate requirements may be adjusted upward or downward through rulemaking and will become requirements.

11. By January 1 of each year for the preceding period of October 1 through September 30, the Permittee shall submit a report detailing:

- a. Quantity of total reclaimed water provided by the Permittee for reuse on both a total annual average daily and monthly basis;
- b. For all individual customer reuse connections with line sizes of 4 inches or greater, list:
  1. account name and address;
  2. location of connection(s) by latitude - longitude;
  3. line size;
  4. meter (yes or no); and
  5. metered quantities, if metered.

Permit No.: 207178.04

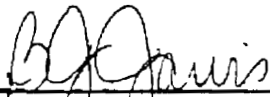
Permittee: Development and Construction Corporation of America (Oak Run)

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12. The Permittee shall investigate the feasibility of using reclaimed water as a water source and submit a report describing the feasibility to the Permit Data Section, Records and Data Department, by **June 1, 1998**. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation.

**STANDARD CONDITIONS:**

1. The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit "A" and made a part hereof.



Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Permit No.: 207178.04

Permittee: Development and Construction Corporation of America (Oak Run)

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40D-2  
Exhibit "A"

**WATER USE PERMIT CONDITIONS**

STANDARD CONDITIONS

1. If any of the statements in the application and in the supporting data are found to be untrue and inaccurate, or if the Permittee fails to comply with all of the provisions of Chapter 373, F.S., Chapter 40D, or the conditions set forth herein, the Governing Board shall revoke this permit in accordance with Rule 40D-2.341, following notice and hearing.
2. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing.
3. The Permittee shall not deviate from any of the terms or conditions of this permit without written approval by the District.
4. In the event the District declares that a Water Shortage exists pursuant to Chapter 40D-21, the District shall alter, modify, or declare inactive all or parts of this permit as necessary to address the water shortage.
5. The District shall collect water samples from any withdrawal point listed in the permit or shall require the Permittee to submit water samples when the District determines there is a potential for adverse impacts to water quality.
6. The Permittee shall provide access to an authorized District representative to enter the property at any reasonable time to inspect the facility and make environmental or hydrologic assessments. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
7. Issuance of this permit does not exempt the Permittee from any other District permitting requirements.
8. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below applicable minimum water level established in Chapter 40D-8 or rates of flow in streams fall below the minimum levels established in Chapter 40D-8.
9. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
10. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.

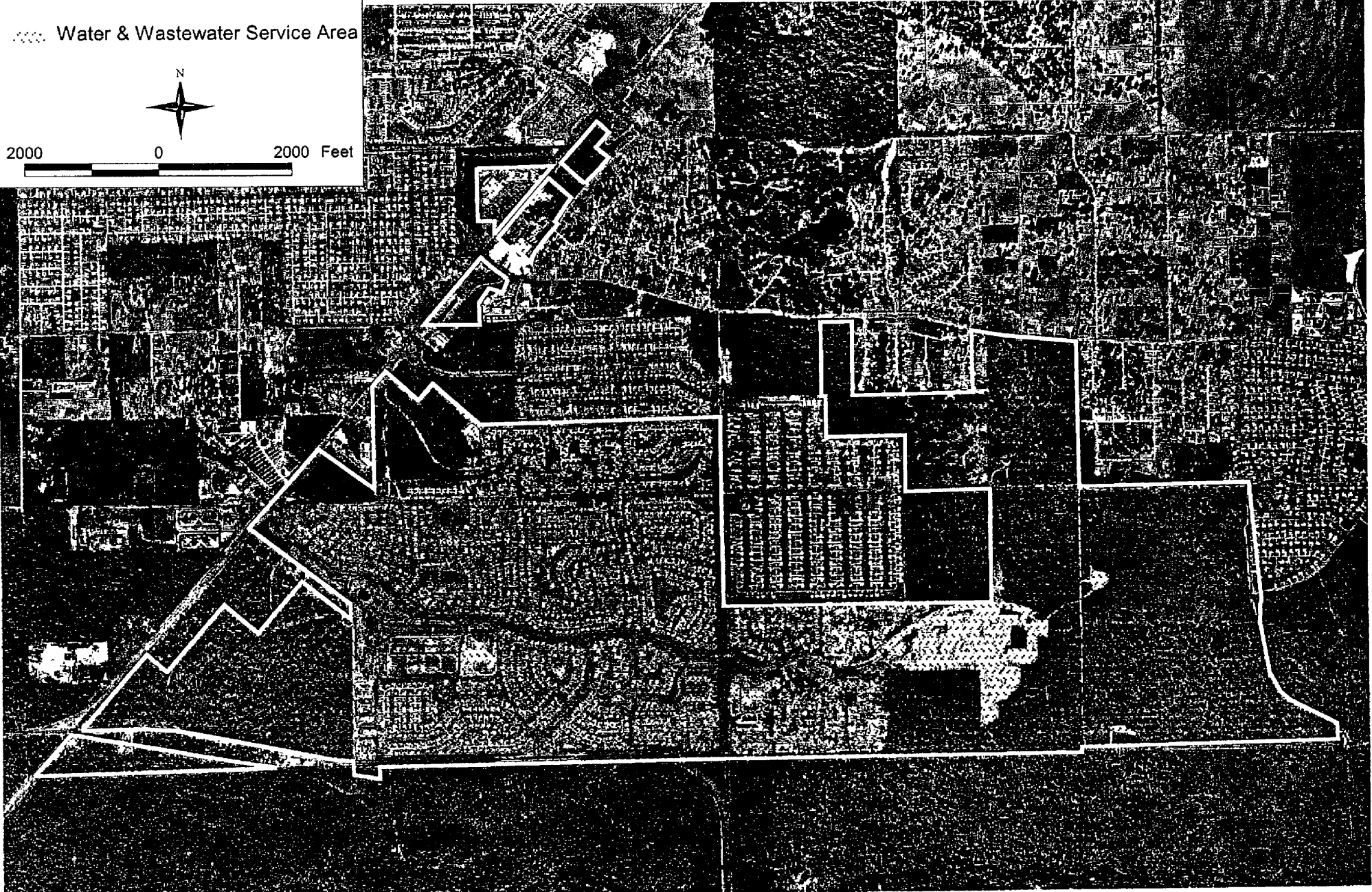
11. The District may establish special regulations for Water Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
12. The Permittee shall mitigate, to the satisfaction of the District, any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include:
  - a. A reduction in water levels which impairs the ability of a well to produce water;
  - b. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - c. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of any aquifer or water body.
13. The Permittee shall mitigate to the satisfaction of the District any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include the following:
  - a. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams, or other watercourses;
  - b. Sinkholes or subsidence caused by reduction in water levels;
  - c. Damage to crops and other vegetation causing financial harm to the owner; and
  - d. Damage to the habitat of endangered or threatened species.
14. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
15. A District identification tag shall be prominently displayed at each withdrawal point by permanently affixing the tag to the withdrawal facility.
16. The Permittee shall notify the District within 30 days of the sale or conveyance of permitted water withdrawal facilities or the land on which the facilities are located.
17. All permits issued pursuant to these Rules are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit 6:  
FPSC Service Area Maps

# Water & Wastewater Service Area



2000 0 2000 Feet



SOURCE: USGS DOQQ Dunnellon SE, FL and Shady, FL 1995



**HARTMAN & ASSOCIATES, INC.**

engineers, hydrogeologists, surveyors & management consultants  
201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801  
TELEPHONE (407) 839-3955 - FAX (407) 839-3790

DECCA UTILITIES, INC.  
WATER & WASTEWATER SERVICE AREA  
MARION COUNTY, FLORIDA

EXHIBIT  
6

DECCA

ORDER NO. 14701  
DOCKET NO. 850255-WS  
SHEET 3

A P P E N D I X 'A'

Township 16 South, Range 20 East

SECTION 25

X Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the West section line of said section 25; thence North  $41^{\circ} 34' 12''$  East for a distance of 298.53 feet; thence South  $48^{\circ} 25' 48''$  East for a distance of 660 feet; thence North  $41^{\circ} 34' 12''$  East for a distance of 330 feet; thence South  $48^{\circ} 25' 48''$  East for a distance of 948.89 feet; thence North  $89^{\circ} 12' 16''$  East for a distance of 3,652.66 feet to the point on the Eastern section line of said section 25; thence South  $0^{\circ} 00' 20''$  West for a distance of 1,096.14 feet to the Southeast corner of said section 25; thence West along the South section line of said section 25 for a distance of 5,260 feet, more or less to the Southwest corner of said section 25; thence North along the West section line of said section 25 a distance of 1,711.33 feet, more or less, to the Point of Beginning.

SECTION 35

X Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the North section line of said section 35; thence run in an Easterly direction along said North section line for a distance of 1,542.52 feet, more or less, to the Northeast corner of said section; thence run South along the Easterly section line of said section to the North R-O-W line of County Road C-484, as it now runs; thence run West along said North R-O-W line for a distance of 400 feet to a point; thence run North  $0^{\circ} 16' 18''$  East for a distance of 2,571.56 feet; thence run North  $51^{\circ} 36' 26''$  West for a distance of 1,727.49 feet, more or less, to the Southeasterly R-O-W line of State Road 200, thence run in a Northeasterly direction, along said Southeasterly R-O-W line for a distance of 300 feet to the Point of Beginning.

SECTION 36

X The North 1/2 of said section  
AND  
the North 1,355 feet of the South 1/2 of said section.

Township 16 South, Range 21 East

SECTION 31

X The South 946.84 feet of the Northwest 1/4 of said section.  
AND  
the North 1,354.46 feet of the Southwest 1/4 of said section  
AND  
the North 1,354.46 feet of the Southeast 1/4 of said section  
AND  
the South 946.84 feet of the Northeast 1/4 of said section  
AND  
the East 1,350 feet of the Northeast 1/4 of said section

SECTION 30

X Beginning at the Southeast corner of said section; thence North  $0^{\circ} 01' 16''$  West for a distance of 2,258.95 feet to the South R-O-W line of Hialeah Blvd.; thence in a Westerly direction along said South R-O-W line for a distance of 1,575 feet; thence South  $0^{\circ} 01' 16''$  East for a distance of 868.83 feet; thence North  $89^{\circ} 17' 15''$  East for a distance of 233.74 feet; thence South  $0^{\circ} 21' 51''$  West for a distance of 1,485 feet, more or less, to the South section line of said section; thence run Easterly along said south section line for a distance of 1,350 feet, more or less, to the Point of Beginning.



A P P E N D I X 'A'

Township 16 South, Range 20 East

SECTION 25

Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the West section line of said section 25; thence North  $41^{\circ} 34' 12''$  East for a distance of 298.53 feet; thence South  $48^{\circ} 25' 48''$  East for a distance of 660 feet; thence North  $41^{\circ} 34' 12''$  East for a distance of 330 feet; thence South  $48^{\circ} 25' 48''$  East for a distance of 948.89 feet; thence North  $89^{\circ} 12' 16''$  East for a distance of 3,652.66 feet to the point on the Eastern section line of said section 25; thence South  $0^{\circ} 00' 20''$  West for a distance of 1,096.14 feet to the Southeast corner of said section 25; thence West along the South section line of said section 25 for a distance of 5,260 feet, more or less to the Southwest corner of said section 25; thence North along the West section line of said section 25 a distance of 1,711.33 feet, more or less, to the Point of Beginning.

SECTION 35

Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the North section line of said section 35; thence run in an Easterly direction along said North section line for a distance of 1,542.52 feet, more or less, to the Northeast corner of said section; thence run South along the Easterly section line of said section to the North R-O-W line of County Road C-484, as it now runs; thence run West along said North R-O-W line for a distance of 400 feet to a point; thence run North  $0^{\circ} 16' 18''$  East for a distance of 2,571.56 feet; thence run North  $51^{\circ} 36' 26''$  West for a distance of 1,727.49 feet, more or less, to the Southeasterly R-O-W line of State Road 200, thence run in a Northeasterly direction, along said Southeasterly R-O-W line for a distance of 300 feet to the Point of Beginning.

SECTION 36

The North 1/2 of said section  
AND  
the North 1,355 feet of the South 1/2 of said section.

Township 16 South, Range 21 East

SECTION 31

The South 946.84 feet of the Northwest 1/4 of said section.  
AND  
the North 1,354.46 feet of the Southwest 1/4 of said section  
AND  
the North 1,354.46 feet of the Southeast 1/4 of said section  
AND  
the South 946.84 feet of the Northeast 1/4 of said section  
AND  
the East 1,350 feet of the Northeast 1/4 of said section

SECTION 30

Beginning at the Southeast corner of said section; thence North  $0^{\circ} 01' 16''$  West for a distance of 2,258.95 feet to the South R-O-W line of Hialeah Blvd.; thence in a Westerly direction along said South R-O-W line for a distance of 1,575 feet; thence South  $0^{\circ} 01' 16''$  East for a distance of 868.83 feet; thence North  $89^{\circ} 17' 15''$  East for a distance of 233.74 feet; thence South  $0^{\circ} 21' 51''$  West for a distance of 1,485 feet, more or less, to the South section line of said section; thence run Easterly along said south section line for a distance of 1,350 feet, more or less, to the Point of Beginning.

A P P E N D I X 'A' Cont'd.

SECTION 32

x Beginning at the Northwest corner of said section; thence run North  $89^{\circ} 46' 23''$  East for a distance of 2,551.57 feet; thence run South  $0^{\circ} 09' 09''$  West for a distance of 1,634.06 feet, more or less, to an intersection with the North R-O-W line of Aquaduct Boulevard; thence run across said Aquaduct Boulevard and continue Southerly along the Westerly R-O-W line of Villamor Drive for a distance of 2,956.79 feet; thence South  $89^{\circ} 50' 05''$  West for a distance of 1,320.83 feet; thence South  $89^{\circ} 45' 11''$  West for a distance of 2,648.50 feet, more or less to a point of the West section line of said section; thence North along said West section line for a distance of 4,000 feet, more or less, to the Point of Beginning.

DECCA UTILITIES  
WATER TARIFF

FIRST REVISED SHEET NO. 3.1  
CANCELS ORIGINAL SHEET NO. 3.1

(Continued from Sheet No. 3.0)

TERRITORY SERVED

Order No. 14701:

Township 16 South, Range 20 East

Section 25

Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the West section line of said Section 25; thence North  $41^{\circ}34'12''$  East for a distance of 298.53 feet; thence South  $48^{\circ}25'48''$  East for a distance of 660 feet; thence North  $41^{\circ}34'12''$  East for a distance of 330 feet; thence South  $48^{\circ}25'48''$  East for a distance of 948.89 feet; thence North  $89^{\circ}12'16''$  East for a distance of 3,652.66 feet to the point on the Eastern section line of said Section 25; thence South  $0^{\circ}00'20''$  West for a distance of 1,096.14 feet to the Southeast corner of said Section 25; thence West along the South section line of said Section 25 for a distance of 5,260 feet, more or less to the Southwest corner of said Section 25; thence North along the West section line of said Section 25 a distance of 1,711.33 feet, more or less, to the Point of Beginning.

Section 35

Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the North section line of said Section 35; thence run in an Easterly direction along said North section line for a distance of 1,542.52 feet, more or less, to the Northeast corner of said section; thence run South along the Easterly section line of said section to the North R-O-W line of County Road C-484, as it now runs; thence run West along said North R-O-W line for a distance of 400 feet to a point; thence run North  $0^{\circ}16'18''$  East for a distance of 2,571.56 feet; thence run North  $51^{\circ}36'26''$  West for a distance of 1,727.49 feet, more or less, to the Southeasterly R-O-W line of State Road 200, thence run in a Northeasterly direction, along said Southeasterly R-O-W line for a distance of 300 feet to the Point of Beginning.

Section 36

The North 1/2 of said section

AND

the North 1,355 feet of the South 1/2 of said section.

Township 16 South, Range 21 East

(Continued to Sheet No. 3.2)

James Bell  
ISSUING OFFICER

Division Manager  
TITLE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: DECCA UTILITIES CORPORATION - ) DOCKET NO. 860857-WS  
Notice of Change In Name to DECCA ) ORDER NO. 16626  
UTILITIES, a Divison of DEVELOPMENT ) ISSUED: 9-23-86  
and CONSTRUCTION CORPORATION OF )  
AMERICA, INC. )  
\_\_\_\_\_ )

ORDER ACKNOWLEDGING NAME CHANGE

BY THE COMMISSION:

On June 25, 1986, the above utility gave notice of a change in its name from Decca Utilities Corporation to Decca Utilities, a division of Development and Construction Corporation of America, Inc.


This utility is wholly owned by Mr. Kulbir Ghumman. Mr. Ghumman is also the sole stockholder in Development and Construction Corporation of America, which is the developer of the Oak Run Subdivision being served by the Utility. Both the Utility and the Development Companies are Florida corporations.

Since both corporations are owned by the same individual and the officer and directors are the same, there is no change in majority organizational control which would subject the merger to Public Service Commission jurisdiction and approval. It is, therefore,

ORDERED and acknowledged by the Florida Public Service Commission that the former Decca Utilities Corporation has changed its name to Decca Utilities, a division of Development and Construction Corporation of America, Inc. It is further

ORDERED that Docket No. 860857-WS be and is hereby closed.

By ORDER of the Florida Public Service Commission, this 23rd day of SEPTEMBER, 1986.

  
\_\_\_\_\_  
STEVE TRIBBLE, Director  
Division of Records and Reporting

( S E A L )

JLW

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORDER NO. PSC-92-1169-FOF-WS  
DOCKET NO. 920579-WS  
PAGE 2

In re: Application for )  
amendment of Certificates Nos. )  
378-S and 447-W in Marion )  
County by DECCA UTILITIES, a )  
Division of Decca )

DOCKET NO. 920579-WS  
ORDER NO. PSC-92-1169-FOF-WS  
ISSUED: 10/13/92

ORDER AMENDING CERTIFICATES TO INCLUDE  
ADDITIONAL TERRITORY AND  
CLOSING DOCKET

BY THE COMMISSION:

Decca Utilities (Decca or utility), a division of Decca, is a Class B utility which provides water and wastewater services to approximately 1,425 customers in Marion County, Florida. According to Decca's 1991 annual report, the utility recorded an annual operating revenue of \$390,120 and \$359,948, for its water and wastewater systems respectively, with a net operating income of \$180,038 for water and \$68,492 for wastewater.

On June 4, 1992, Decca applied to the Public Service Commission (Commission) for an amendment to Certificates Nos. 378-S and 447-W in Marion County, Florida. Decca has made application to extend its service area to include two shopping centers which will consist solely of commercial retail establishments. The request for service was made to the utility by Steeplechase Plaza Partners. A copy of the Agreement between the developer and the utility was filed with the application.

On July 7, 1992, three timely objections were filed by: Venture Associates Utilities Corporation (Venture); the Palm Cay Homeowners' Association, Inc. (Palm Cay); and the Venture Associates Corporation (Corporation). Venture Associates Utilities Corporation (Venture) is a certificated utility providing water service to the Palm Cay development, which is adjacent to the proposed territory.

Decca addressed the three objections in its motion to dismiss, filed July 13, 1992. On September 16, 1992, the objectors filed a response to Decca's motion to dismiss. On September 29, 1992, at our Agenda Conference, in Order No. PSC-92-1146-FOF-WS, issued October 8, 1992, we dismissed the objections filed in opposition to Decca's application for an amendment, and we authorized our Staff to administratively approve Decca's application.

Decca's application is in compliance with Section 367.045, Florida Statutes, and other statutes and rules. The application contains one check in the amount of \$150 which is the correct filing fee pursuant to Rule 25-30.020, Florida Administrative Code. The applicant has provided evidence in the form of a warranty deed that the utility owns the land upon which the utility's facilities are located, as is required by Rule 25-30.036(1)(d), Florida Administrative Code.

In addition, Decca has submitted an affidavit consistent with Section 367.045(2)(d), Florida Statutes, that it has tariffs and annual reports on file with this Commission. The utility's application also contained adequate service territory and system maps, along with a proper territory description pursuant to Rule 25-30.036(1)(e), (f), and (i), Florida Administrative Code. A legal description of the requested territory is appended to this Order as Attachment A.

The application contains proof of compliance with the noticing provisions set forth in Rule 25-30.030, Florida Administrative Code. The local planning agency was notified, and it did not protest the application. According to the utility, the provision of service will be consistent with the local comprehensive plan which, as yet, has not been approved by the Department of Community Affairs.

Decca is not in an area designated by the Southwest Water Management District as a critical use area. Presently, the utility disposes of its effluent through the use of evaporation/percolation ponds. The utility has operated in Marion County since 1985, and Decca has no outstanding notices of violation from the Department of Environmental Regulation. Therefore, we find that the utility has the technical expertise required to provide quality service to the proposed customer.

The utility's water treatment system has the capacity of 4.75 million gallons per day (mgd), and its permitted average flow is 2.37 mgd with average flows of 1.03 mgd. The wastewater treatment plant has a capacity of 500,000 gallons per day (gpd) with average flows of 180,000 gpd. The ultimate demand of the extension is estimated to be 50,000 gpd of water and wastewater at the public and Food Lion Shopping Centers. Therefore, Decca has sufficient capacity to serve the requested territory.

DOCUMENT NUMBER-DATE

12017 OCT 13 1992

FILE NUMBER/REPORTING

RATES AND CHARGES

The developer of the shopping centers will donate the mains after they are installed. The utility will assess a system capacity charge of \$250 and \$600 per equivalent residential connection (ERC) for water and wastewater, respectively. Since the cost of the extension will be borne by the prospective customer, the addition of this territory will have a negligible impact on the utility's capital structure and will not affect the utility's rates and charges.

The utility's rates and charges for its water and wastewater systems were originally established by this Commission in Order No. 15602, issued January 29, 1986. The current effective rates were approved for service pursuant to a price index rate adjustment on October 25, 1991. Decca shall charge customers in the additional territory the rates and charges for general service approved in its tariff until other rates and charges are approved by this Commission.

Based on the foregoing, we find that it is in the public interest to grant Decca's request to amend Certificates Nos. 447-W and 378-S to include the territory in Marion County as described in Attachment A. Decca has returned its certificates for entry to include the additional territory and filed revised tariff sheets which reflect the amended territory description.

It is, therefore,

ORDERED by the Florida Public Service Commission that, Certificates Nos. 447-W and 378-S, held by Decca Utilities, 8865 S.W. 104th Lane, Ocala, Florida 32676, are hereby amended to include the territory described in Attachment A of this Order, which by reference is incorporated herein. It is further

ORDERED that the customers in the territory added herein shall be charged the rates and charges approved in Decca Utilities' tariff. It is further

ORDERED that Docket No. 920579-WS is hereby closed.

By ORDER of the Florida Public Service Commission this 11th day of October, 1992.

STEVE TRIBBLE, Director.  
Division of Records and Reporting

( S E A L )

LK

by: Kathy Hagan  
Chief, Bureau of Records

ORDER NO. PSC-92-1169-FOF-WS  
DOCKET NO. 920579-WS  
PAGE 5

ORDER NO. PSC-92-1169-FOF-WS  
DOCKET NO. 920579-WS  
PAGE 6

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water or sewer utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Civil Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a), Florida Rules of Appellate Procedure.

ATTACHMENT A

PAGE 1 OF 2

DECCA UTILITIES

SERVICE TERRITORY DESCRIPTION - PUBLIX SHOPPING CENTER

MARION COUNTY

Township 16 South, Range 20 East

In Section 25

Commence at the North 1/4 corner of said section 25; thence N 88°47'30" E, along the northerly boundary line of said Section 25, 429.04 feet to the intersection with the northwesterly right-of-way line of State Road No. 200 (100 feet wide); thence departing said northerly boundary line S 41°34'12" W, along said northwesterly right-of-way line 423.33 feet to the Point of Beginning; thence continue S 41°34'12" W, along said right-of-way line 1360.31 feet; thence departing said right-of-way line N 00°14'34" W, 200.91 feet; thence S 88°54'30" W, 250.51 feet; thence N 00°14'34" W, 769.98 feet to the Point of Curvature of a tangent curve concave southeasterly and having as its elements a central angle of 89°09'04" and a radius of 30.00 feet; thence northeasterly along the arc of said curve 46.68 feet (chord bearing and distance of N 44°19'58" E, 42.11 feet) to the Point of Tangency thereof, thence departing said curve N 88°54'30" E, 1127.97 feet to the Point of Beginning.

ATTACHMENT A

PAGE 2 OF 2

DECCA UTILITIES

SERVICE TERRITORY DESCRIPTION - FOOD LION SHOPPING CENTER

MARION COUNTY

Township 16 South, Range 20 East

In Section 25

Commence at the Northeast corner of Section 25, Township 16 South, Range 20 East, Marion County, Florida; Thence S 88° 47' 30" W, along the North Boundary Line of Said Section 25, 2,076.37 feet to the Intersection with the Southeasterly Right of Way Line of State Road 200 (100 feet wide); Thence S 41° 34' 12" W along said right of way line 1,332.04 feet to the Point of Beginning (P.O.B.); Thence departing said Right of Way Line S 48° 25' 48" E, 250.00 feet; Thence N 41° 34' 12" E, 200 feet; Thence S 48° 25' 48" E, 249.08 feet to a Point on the Westerly Right of Way Line of Sweepstake Drive, Also known as S. W. 84th Avenue Road, (60 feet wide), said Point also being on a curve concave Northwesterly and having as its elements a radius of 1,583.98 feet and a central angle of 01° 57' 39" (Chord bearing and distance of S 40° 35' 23" W, 54.21 feet); Thence Southwesterly along said Right of Way Line and the Arc of Said curve 54.21 feet; Thence S 41° 34' 12" W along Said Right of Way Line 361.65 feet to the Point of Curvature of a Tangent Curve Concave Easterly and having as its elements a radius of 380.00 feet and a central angle 41° 42' 47" (Chord bearing and distance of S 20° 42' 49" W, 270.59 feet); Thence along said Right of Way Line and the arc of said curve 276.65 feet to the Point of Tangency; Thence S 00° 08' 35" W, along said Right of Way Line 41.93 feet; Thence departing said Right of Way Line N 48° 25' 48" W, 374.24 feet; Thence S 41° 34' 12" W, 50 feet; Thence N 48° 25' 48" W, 250.00 feet to the aforementioned Southeasterly Right of Way Line of State road 200; Thence N 41° 34' 12" E, along said Right of Way Line 550.00 feet to the P.O.B.; containing 7.43 Acres more or less.



(Continued from Sheet No. 3.1)

TERRITORY SERVED, CONTINUED

(Order No. 14701 Continued)

Section 31

The South 946.84 feet of the Northwest 1/4 of said Section and the North 1,354.46 feet of the Southwest 1/4 of said Section and the North 1,354.46 feet of the Southeast 1/4 of said Section and the South 946.84 feet of the Northeast 1/4 of said Section and the East 1,350 feet of the Northeast 1/4 of said Section.

Section 30

Beginning at the Southeast corner of said section; thence North 0° 01' 16" West for a distance of 2,258.95 feet to the South R-O-W line of Hialeah Boulevard; thence in a Westerly direction along said South R-O-W line for a distance of 1,575 feet; thence South 0° 01' 16" East for a distance of 868.83 feet; thence North 89° 17' 15" East for a distance of 233.74 feet; thence South 0° 21' 51" West for a distance of 1,485 feet, more or less, to the South section line of said section; thence run Easterly along said south section line for a distance of 1,350 feet, more or less, to the Point of Beginning.

Section 32

Beginning at the Northwest corner of said section; thence run North 89° 46' 23" East for a distance of 2,551.57 feet; thence run South 0° 09' 09" West for a distance of 1,634.06 feet, more or less, to an intersection with the North R-O-W line of Aquaduct Boulevard; thence run across said Aquaduct Boulevard and continue Southerly along the Westerly R-O-W line of Villamor Drive for a distance of 2,956.79 feet; thence South 89° 50' 05" West for a distance of 1,320.83 feet; thence South 89° 45' 11" West for a distance of 2,648.50 feet, more or less, to a point of the West section line of said section; thence North along said West section line for a distance of 4,000 feet, more or less, to the Point of Beginning.

(Continued to Sheet No. 3.3)

James Bell  
ISSUING OFFICER

Division Manager  
TITLE

(Continued from Sheet No. 3.2)

TERRITORY SERVED

Order No. PSC-92-1169-FOF-WS

SERVICE TERRITORY DESCRIPTION - PUBLIX SHOPPING CENTER

MARION COUNTY

Township 16 South, Range 20 East

In Section 25

Commence at the North 1/4 corner of said section 25; thence N 88°47'30" E, along the northerly boundary line of said Section 25, 429.04 feet to the intersection with the northwesterly right-of-way line of State Road No. 200 (100 feet wide); thence departing said northerly boundary line S 41°34'12" W, along said northwesterly right-of-way line 423.33 feet to the Point of Beginning; thence continue S 41°34'12" W, along said right-of-way line 1360.31 feet; thence departing said right-of-way line N 00°14'34" W, 200.91 feet; thence S 88°54'30" W, 250.51 feet; thence N 00°14'34" W, 769.98 feet to the Point of Curvature of a tangent curve concave southeasterly and having as its elements a central angle of 89°09'04" and a radius of 30.00 feet; thence northeasterly along the arc of said curve 46.68 feet (chord bearing and distance of N 44°19'58" E, 42.11 feet) to the Point of Tangency thereof, thence departing said curve N 88°54'30" E, 1127.97 feet to the Point of Beginning.

(Continued to Sheet No. 3.4)

James Bell  
ISSUING OFFICER

Division Manager  
TITLE

(Continued from Sheet No. 3.3)

TERRITORY SERVED

Order No. PSC-92-1169-FOF-WS

SERVICE TERRITORY DESCRIPTION - FOOD LION SHOPPING CENTER

MARION COUNTY

Township 16 South, Range 20 East

In Section 25

Commence at the Northeast corner of Section 25, Township 16 South, Range 20 East, Marion County, Florida; Thence S 88° 47' 30" W, along the North Boundary Line of Said Section 25, 2,076.37 feet to the Intersection with the Southeasterly Right of Way Line of State Road 200 (100 feet wide); Thence S 41° 34' 12" W along said right of way line 1,332.04 feet to the Point of Beginning (P.O.B.); Thence departing said Right of Way Line S 48° 25' 48" E, 250.00 feet; Thence N 41° 34' 12" E, 200 feet; Thence S 48° 25' 48" E, 249.08 feet to a Point on the Westerly Right of Way Line of Sweepstake Drive, Also known as S. W. 84th Avenue Road, (60 feet wide), said Point also being on a curve concave Northwesterly and having as its elements a radius of 1,583.98 feet and a central angle of 01° 57' 39" (Chord bearing and distance of S 40° 35' 23" W, 54.21 feet); Thence Southwesterly along said Right of Way Line and the Arc of Said curve 54.21 feet; Thence S 41° 34' 12" W along Said Right of Way Line 361.65 feet to the Point of Curvature of a Tangent Curve Concave Easterly and having as its elements a radius of 380.00 feet and a central angle 41° 42' 47" (Chord bearing and distance of S 20° 42' 49" W, 270.59 feet); Thence along said Right of Way Line and the arc of said curve 276.65 feet to the Point of Tangency; Thence S 00° 08' 35" W, along said Right of Way Line 41.93 feet; Thence departing said Right of Way Line N 48° 25' 48" W, 374.24 feet; Thence S 41° 34' 12" W, 50 feet; Thence N 48° 25' 48" W, 250.00 feet to the aforementioned Southeasterly Right of Way Line of State road 200; Thence N 41° 34' 12" E, along said Right of Way Line 550.00 feet to the P.O.B.; containing 7.43 Acres more or less.

James Bell  
ISSUING OFFICER

Division Manager  
TITLE

(Continued from Sheet No. 3.0)

TERRITORY SERVED

Order No. 14701:

Township 16 South, Range 20 East

✓ Section 25

Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the West section line of said Section 25; thence North 41°34'12" East for a distance of 298.53 feet; thence South 48°25'48" East for a distance of 660 feet; thence North 41°34'12" East for a distance of 330 feet; thence South 48°25'48" East for a distance of 948.89 feet; thence North 89°12'16" East for a distance of 3,652.66 feet to the point on the Eastern section line of said Section 25; thence South 0°00'20" West for a distance of 1,096.14 feet to the Southeast corner of said Section 25; thence West along the South section line of said Section 25 for a distance of 5,260 feet, more or less to the Southwest corner of said Section 25; thence North along the West section line of said Section 25 a distance of 1,711.33 feet, more or less, to the Point of Beginning.

Section 35

Beginning at the intersection of the Southeasterly R-O-W line of State Road 200 and the North section line of said Section 35; thence run in an Easterly direction along said North section line for a distance of 1,542.52 feet, more or less, to the Northeast corner of said section; thence run South along the Easterly section line of said section to the North R-O-W line of County Road C-484, as it now runs; thence run West along said North R-O-W line for a distance of 400 feet to a point; thence run North 0°16'18" East for a distance of 2,571.56 feet; thence run North 51°36'26" West for a distance of 1,727.49 feet, more or less, to the Southeasterly R-O-W line of State Road 200, thence run in a Northeasterly direction, along said Southeasterly R-O-W line for a distance of 300 feet to the Point of Beginning.

✓ Section 36

The North 1/2 of said section  
AND

✓ the North 1,355 feet of the South 1/2 of said section.

Township 16 South, Range 21 East

(Continued to Sheet No. 3.2)

James Bell  
ISSUING OFFICER

Division Manager  
TITLE

DOES NOT  
CLOSE

(Continued from Sheet No. 3.1)

TERRITORY SERVED, CONTINUED

(Order No. 14701 Continued)

Section 31

✓ The South 946.84 feet of the Northwest 1/4 of said Section and the North 1,354.46 feet of the Southwest 1/4 of said Section and the North 1,354.46 feet of the Southeast 1/4 of said Section and the South 946.84 feet of the Northeast 1/4 of said Section and the East 1,350 feet of the Northeast 1/4 of said Section.

Section 30

✓ Beginning at the Southeast corner of said section; thence North 0° 01'16" West for a distance of 2,258.95 feet to the South R-O-W line of Hialeah Boulevard; thence in a Westerly direction along said South R-O-W line for a distance of 1,575 feet; thence South 0°01'16" East for a distance of 868.83 feet; thence North 89°17'15" East for a distance of 233.74 feet; thence South 0°21'51" West for a distance of 1,485 feet, more or less, to the South section line of said section; thence run Easterly along said south section line for a distance of 1,350 feet, more or less, to the Point of Beginning.

Section 32

✓ Beginning at the Northwest corner of said section; thence run North 89°46'23" East for a distance of 2,551.57 feet; thence run South 0°09'09" West for a distance of 1,634.06 feet, more or less, to an intersection with the North R-O-W line of Aquaduct Boulevard; thence run across said Aquaduct Boulevard and continue Southerly along the Westerly R-O-W line of Villamor Drive for a distance of 2,956.79 feet; thence South 89°50'05" West for a distance of 1,320.83 feet; thence South 89°45'11" West for a distance of 2,648.50 feet, more or less, to a point of the West section line of said section; thence North along said West section line for a distance of 4,000 feet, more or less, to the Point of Beginning.

(Continued to Sheet No. 3.3)

James Bell  
ISSUING OFFICER

Division Manager  
TITLE

(Continued from Sheet No. 3.2)

TERRITORY SERVED

Order No. PSC-92-1169-FOF-WS

SERVICE TERRITORY DESCRIPTION - PUBLIX SHOPPING CENTER

MARION COUNTY

Township 16 South, Range 20 East

In Section 25

Commence at the North 1/4 corner of said section 25; thence N 88°47'30" E, along the northerly boundary line of said Section 25, 429.04 feet to the intersection with the northwesterly right-of-way line of State Road No. 200 (100 feet wide); thence departing said northerly boundary line S 41°34'12" W, along said northwesterly right-of-way line 423.33 feet to the Point of Beginning; thence continue S 41°34'12" W, along said right-of-way line 1360.31 feet; thence departing said right-of-way line N 00°14'34" W, 200.91 feet; thence S 88°54'30" W, 250.51 feet; thence N 00°14'34" W, 769.98 feet to the Point of Curvature of a tangent curve concave southeasterly and having as its elements a central angle of 89°09'04" and a radius of 30.00 feet; thence northeasterly along the arc of said curve 46.68 feet (chord bearing and distance of N 44°19'58" E, 42.11 feet) to the Point of Tangency thereof, thence departing said curve N 88°54'30" E, 1127.97 feet to the Point of Beginning.

(Continued to Sheet No. 3.4)

James Bell  
ISSUING OFFICER

Division Manager  
TITLE

(Continued from Sheet No. 3.3)

TERRITORY SERVED

Order No. PSC-92-1169-FOF-WS

SERVICE TERRITORY DESCRIPTION - FOOD LION SHOPPING CENTER

MARION COUNTY

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James Bell  
ISSUING OFFICER

Division Manager  
TITLE

•

## Exhibit 7: Contracts and Agreements


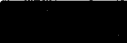





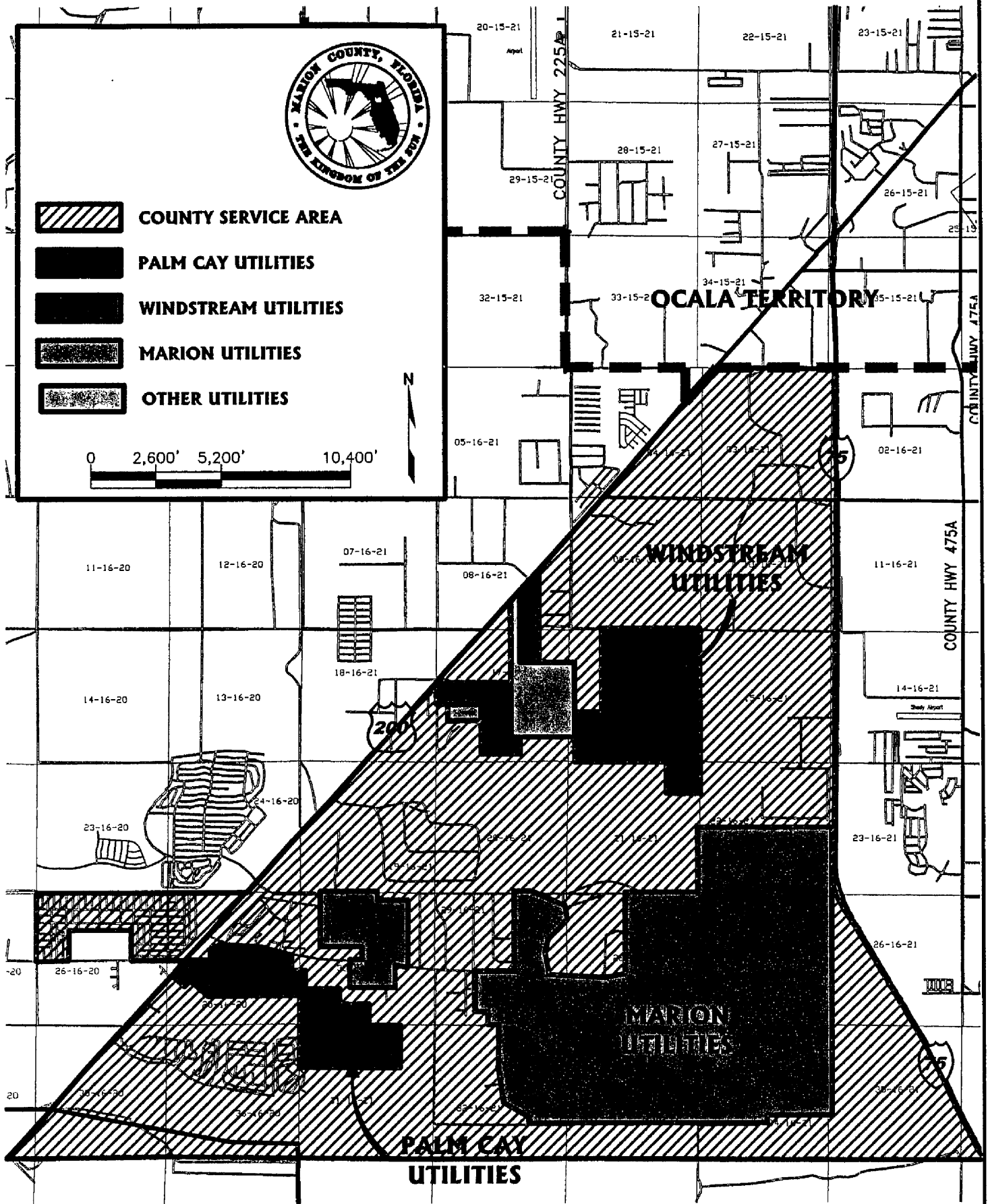
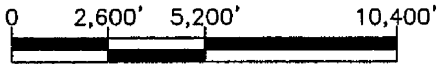
## **Exhibit 7: Contracts and Agreements**

The only contract or agreement being assumed under this Agreement is the Marion County/DECCA Wholesale Water and Wastewater Supply Agreement, Contract No. 97-1, as amended, dated July 15, 1997. Insofar as the agreement, if assigned, would constitute an agreement between the County and itself, the parties hereby declare the agreement terminated as of the closing of this transaction contemplated by this Agreement.

Exhibit 8:  
State Road 200 Service Area



-  COUNTY SERVICE AREA
-  PALM CAY UTILITIES
-  WINDSTREAM UTILITIES
-  MARION UTILITIES
-  OTHER UTILITIES



R:\CAD\DWG\1999\99-539-76\SERVICE AREA.DWG

Plotted: Feb 01, 2001 - 5:15pm by bam



**HARTMAN & ASSOCIATES, INC.**  
 engineers, hydrogeologists, surveyors & management consultants  
 201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801  
 TELEPHONE (407) 839-3955 - FAX (407) 839-3790

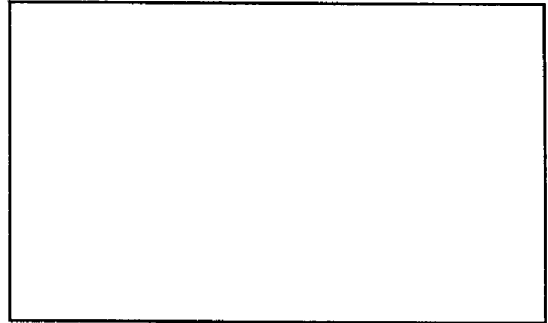
**COUNTY WATER AND WASTEWATER  
 SERVICE AREA**

**EXHIBIT  
 8**

Exhibit 9:  
Effluent Easement and Delivery  
Agreement

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq.  
**GRAY HARRIS & ROBINSON, P.A.**  
301 East Pine Street, Suite 1400  
Post Office Box 3068  
Orlando, FL 32802-3068  
(407) 843-8880



## **EFFLUENT EASEMENT AND DELIVERY AGREEMENT**

THIS EFFLUENT EASEMENT AND DELIVERY AGREEMENT ("Agreement") is made and entered into this 2nd day of February, 2001, by and between **OAK RUN ASSOCIATES, LTD.**, a Florida Limited Partnership, its successors and/or assigns (hereafter "ORAL") and **MARION COUNTY**, a political subdivision of the State of Florida, its successors and/or assigns (hereafter the "COUNTY").

### **RECITALS**

1. ORAL is the fee simple owner of the Property (as hereinafter defined), on which are located, among other things, two (2) golf courses, a driving range and certain common areas within the Oak Run development.
2. On this date, the COUNTY is acquiring the wastewater collection and transmission facilities and the wastewater treatment facilities serving an area which includes the Property in accordance with and as provided in the Water and Wastewater Agreement (as hereinafter defined).
3. ORAL and the COUNTY desire that the current Florida Department of Environmental Protection ("FDEP") permitted volume of Treated Wastewater, meeting all state and local quality restrictions be discharged into the Storage Facilities (as hereinafter defined) located on the Property for storage, and thereafter for use by ORAL in irrigating portions of the Property, such storage and discharge providing benefit to both ORAL and the COUNTY.

4. This Agreement is an arms-length transaction entered into to accommodate the COUNTY's Treated Wastewater disposal needs and to provide an alternate, substituted source of water to ORAL for irrigation.

5. The parties agree and acknowledge that the COUNTY is foregoing other options for Treated Wastewater disposal in its long-range planning in reliance upon being able to dispose of Treated Wastewater perpetually on the Property.

6. ORAL and the COUNTY covenant and agree that they have the power and authority to enter into this Agreement and bind themselves to the provisions of this Agreement.

**ACCORDINGLY**, in consideration of the above-stated Recitals and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings:

**2.1.** "**Effluent Transmission System**" shall mean the pipes, lines, valves, pumps and appurtenances acquired by the COUNTY and which transmit Effluent under pressure from the Wastewater Treatment System to the Storage Facilities, the specific location of any such future effluent transmission facilities through its Property ORAL shall have the right to approve in its sole reasonable discretion.

**2.2.** "**Engineering Studies**" shall mean engineering analyses and studies performed from time to time by or on behalf of the COUNTY with respect to the transmission, storage and discharge of Effluent on the Property and which studies must be reviewed and approved by ORAL and all appropriate Environmental Agencies, but which approval ORAL shall not unreasonably withhold.

**2.3.** "**Environmental Agencies**" shall mean all state, local or federal government agencies charged with setting standards for treatment and discharge of wastewater and having jurisdiction over the Property and/or the Additional Property, including but not limited to the State of Florida Department of Environmental Protection.

**2.4.** "**GPD**" means gallons per day, average annual basis.

**2.5.** "**Irrigation Facilities**" shall mean all pumping units with appurtenances (including any on-site irrigation pump or pumps), irrigation piping, valves and spray head assemblies, whether now existing or in the future installed or constructed,

located on the Property owned and operated by ORAL. It shall specifically exclude Storage Facilities and the Effluent Transmission System.

**2.6. "Property"** shall mean the real property described on **Exhibit "A"** attached hereto and made a part hereof.

**2.7. "Storage Facilities"** shall mean the Storage Pond as permitted for such use by regulatory authorities as of the date of this Agreement.

**2.8. "Storage Pond"** shall mean the pond existing on the Property which is currently, as of this date, being utilized by the ORAL to store Treated Wastewater in order to meet applicable wet weather and other storage requirements.

**2.9. "Treated Wastewater" and "Effluent"** are synonymous and shall mean wastewater treated to public access standards as promulgated by the appropriate Environmental Agencies.

**2.10. "Water and Wastewater Agreement"** shall mean that certain Marion County/ORAL Water & Wastewater Asset Purchase & Sale Agreement dated February 2, 2001 by and between ORAL and the COUNTY.

**2.11. "Wastewater Treatment System"** means the wastewater treatment plant and related facilities being acquired from ORAL by the COUNTY.

### **SECTION 3. TERMS OF EASEMENT.**

**3.1. Grant of Easement.** ORAL hereby grants to the COUNTY a perpetual exclusive easement over the Property as mutually agreed upon by ORAL and the COUNTY, (and provided such easement does not unreasonably interfere with ORAL's use of the Property and ORAL's intended use of the Property) for the purpose of:

- (1) installing, constructing, maintaining, modifying, extending and operating the Effluent Transmission System;
- (2) transmitting Treated Wastewater from the Wastewater Treatment System and discharging same into the Storage Facilities;
- (3) detaining, retaining and storing Treated Wastewater in the Storage Facilities; and
- (4) disposing, discharging, transmitting, and flowing Treated Wastewater via the Irrigation Facilities on the Property.

**3.2. Volume of Treated Wastewater.**

(1) The average daily maximum volume of Treated Wastewater that can be lawfully transmitted and discharged into the Storage Facilities by the COUNTY and thereafter onto the Property by ORAL, shall be determined from time to time by the Engineering Studies conducted by the COUNTY.

(2) The maximum daily volume of Treated Wastewater that the COUNTY may discharge into the Storage Facilities shall be no more than the volume determined by the existing FDEP permits or subsequent Engineering Studies approved by the appropriate Environmental Agencies from time to time, and shall further be limited, on a day to day basis, by climatic and operational conditions on the Property. The COUNTY shall utilize its best efforts to deliver the currently permitted volume of Treated Wastewater to the Storage Facilities.

**3.3. Obligations of the COUNTY.** In the exercise of its rights under this agreement, the COUNTY:

(1) shall use its best efforts to maximize the volume of Treated Wastewater delivered to ORAL and agrees to transmit and discharge into the Storage Facilities, the maximum GPD of Treated Wastewater which is produced by and available for discharge from the Wastewater Treatment System, subject to daily volume limits determined from time to time by (i) the Engineering Studies, (ii) availability, and (iii) climatic conditions and unforeseen operational conditions which, in ORAL's discretion, reasonably exercised, would limit the GPD of Treated Wastewater which could be discharged into and retained in the Storage Facilities;

(2) shall not interfere unreasonably with ORAL's use or intended use of the Property;

(3) shall use its best efforts to conduct its activities on the Property so as to avoid any unreasonable and adverse interference with the normal and intended use of the Property;

(4) shall maintain, at its expense, all governmental permits, consents and approvals necessary for the operation of the Effluent Transmission System and the Storage Facilities;

(5) construct and maintain the Effluent Transmission System in good, operable condition and repair;

(6) at its sole expense, shall operate the Effluent Transmission System in such a way so as to permit the discharge into the Storage Facilities of the



Effluent which the COUNTY is authorized to discharge, and ORAL is able to accept, pursuant to this Agreement; and

**3.4. Obligations of ORAL.** ORAL shall:

(1) construct, install and maintain the Irrigation Facilities in good, operable condition and repair;

(2) fully cooperate with and assist the COUNTY in (i) obtaining and complying with all necessary permits, consents and approvals as are required by the appropriate Environmental Agencies and (ii) discharging and storing Treated Wastewater pursuant to the terms of this Agreement;

(3) operate and maintain the Storage Facilities and Irrigation Facilities in such a manner and with sufficient frequency to distribute the maximum average daily volume of Treated Wastewater onto the Property as determined by existing FDEP permits or subsequent Engineering Studies but subject, however, on a day to day basis to limitations caused by climatic conditions and unforeseen operational conditions which, in the discretion of ORAL, reasonable exercised, would limit the volume of Treated Wastewater which ORAL is able to distribute and discharge onto the Property;

(4) provide an exclusive Effluent easement over, on and in the Storage Facilities sufficient for use by the COUNTY as Storage Facilities having adequate storage capacity for Treated Wastewater, subject to the volume limits determined from time to time by (i) existing FDEP permits, (ii) subsequent Engineering Studies, and (iii) climatic conditions and unforeseen operational conditions which, in ORAL's reasonable discretion, would limit the storage capacity in the Storage Ponds;

(5) shall not alter the volume or the functionality of the Storage Facilities without express written consent of the COUNTY which shall not be unreasonably withheld; and

(6) otherwise cooperate with the COUNTY to enable the COUNTY to exercise all of its rights under this Agreement.

Notwithstanding any of the provisions of this Agreement to the contrary, ORAL shall not have any obligation to operate the Irrigation Facilities in a manner that would interfere unreasonably and adversely with its respective use or intended use of the Property.

**3.5. Defaults by ORAL.** If ORAL fails to perform any of its obligations under this Agreement, the COUNTY itself may perform such obligations and shall be

entitled to reimbursement from ORAL for any costs and expenses reasonably incurred in connection with the performance of these obligations.

**3.6. Defaults by the COUNTY.** If COUNTY fails to perform any of its obligations under this Agreement, ORAL may perform the COUNTY's obligations and shall be entitled to reimbursement from COUNTY for any costs and expenses reasonably incurred in connection with the performance of these obligations.

**3.7. Permits and Approvals.** The parties agree that the implementation of this Agreement will be subject to the existing FDEP permits and the later exercise of the police power by the Environmental Agencies. The COUNTY agrees that it will at its expense obtain and maintain all necessary governmental permits and approvals required to carry out the terms and conditions of this Agreement. ORAL shall use its best efforts to assist the COUNTY in obtaining any such permits or approvals and toward that end, ORAL shall execute and consent to the filing of any necessary documents and applications with Environmental Agencies to accomplish the purposes set forth in this Subsection.

**3.8. Reporting and Monitoring.** The COUNTY shall keep a daily log of the total gallons per week of Treated Wastewater that is discharged into the Storage Facilities. This information shall be transmitted monthly to ORAL by the COUNTY. The COUNTY shall install such appropriate groundwater monitoring system as is required by law and shall be responsible for the background groundwater quality and compliance groundwater quality, sampling and reporting required by the Environmental Agencies from time to time. ORAL shall keep a daily log of the total gallons per week of Treated Wastewater that is discharged onto the Property by the Irrigation Facilities. This information shall be transmitted monthly to the COUNTY on forms provided by the COUNTY.

**3.9. Fees.** In consideration of the execution of this Agreement and the Water and Wastewater Agreement, the COUNTY agrees to provide, free of all charges and/or fees which the COUNTY would otherwise be entitled to be paid, and for no additional consideration, Treated Wastewater to ORAL that is discharged into the Storage Facilities for subsequent distribution and discharge onto the Property through the Irrigation Facilities.

**3.10. Exclusive Easement for Use.** ORAL and the COUNTY agree that the COUNTY has the exclusive right for the discharge of Treated Wastewater through the Effluent Transmission System and into the Storage Facilities. If the COUNTY fails to supply enough Treated Wastewater to provide for ORAL's irrigation needs, then, subject to any required permits or governmental approvals, ORAL may supplement the supply of Treated Wastewater by pumping from its irrigation wells or other permitted sources, into the Storage Facilities or directly to the Property through the Irrigation Facilities, so long as such supplementation does not unreasonably impair the ability of the COUNTY to transmit and dispose of its maximum available volume of Treated Wastewater as provided herein.

•

**3.11. Indemnification.**

(1) The COUNTY shall indemnify and hold ORAL harmless from any injury or damage to ORAL, its officers, agents and employees and from any and all liability for injury to third persons, including death or damage to the property of third persons while lawfully upon the Property occurring by reason of any overt or negligent act or omission of the COUNTY, its agents or employees.

The COUNTY shall indemnify and hold ORAL harmless from any injury or damage to ORAL, its officers, agents and employees and from any and all liability for injury to third persons, including death or damage to the property of third persons while lawfully upon the Property occurring by reason of any overt or negligent act or omission of the COUNTY, its agents or employees.

(2) ORAL shall indemnify and hold the COUNTY harmless from any injury or damage to the COUNTY, its officers, agents and employees and from any and all liability for injury to third persons, including death or damage to the property of third persons while lawfully upon the Property occurring by reason of any overt or negligent act or omission of ORAL, its agents or employees.

(3) ORAL shall indemnify and hold the COUNTY harmless from any injury or damage to the COUNTY, its officers, agents and employees and from any and all liability for injury to third persons, including death or damage to the property of third persons while lawfully upon the Property occurring by reason of any overt or negligent act or omission of ORAL, its agents or employees.

(4) The COUNTY shall also be solely responsible for enforcing its rights under this Agreement against any third party interfering therewith. Nothing contained in this Agreement shall limit the COUNTY's right to protect its rights from interference by a third party not a party hereto, which rights are hereby determined to be equal to the replacement value of alternative effluent disposal facilities.

**3.12. Enforcement and Remedies.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, including, but not limited to the right of damages, injunctive relief and specific performance.

**3.13. Attorneys' Fees.** If, on account of any breach or default by either party of its obligations under the terms and conditions of this Agreement, it shall become necessary for the other party to utilize any attorney to enforce or defend its rights or remedies hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and suit costs incurred by said prevailing party.

**SECTION 4. RIGHT-OF-ENTRY.** During the term of this Agreement the COUNTY shall have the irrevocable right of entry, access, ingress and egress into, over, across,



COUNTY: Marion County  
601 S.E. 25<sup>th</sup> Avenue  
Ocala, FL 34471-2690  
Attention: County Administrator

With a copy to: Thomas A. Cloud, Esq.  
Gray, Harris & Robinson, P.A.  
301 East Pine St., Suite 1400  
Orlando, FL 32801

**SECTION 6. NONWAIVER.** A failure by either party to demand compliance with a provision of this Agreement will not constitute a waiver of that party's right to demand compliance with the provision thereafter.

**SECTION 7. SUCCESSORS, HEIRS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors, heirs and assigns.

**SECTION 8. GOVERNING LAW.** This Agreement shall be governed, construed, and controlled in accordance with the laws and rules of the State of Florida.

**SECTION 9. RECORDATION.** Upon the effective date of this Agreement, the COUNTY shall have the right to record this Agreement in the Public Records of Marion County, Florida, at its expense.

**SECTION 10. ENTIRE AGREEMENT.** This Agreement and any documents or agreements referenced herein, constitutes the entire agreement between the parties, covering everything agreed upon or understood in the transaction, and supersedes all previous letters, correspondence, drafts, and other agreements or documents on the same subject. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof in effect between the parties. No change or addition is to be made to this Agreement, except by written agreement executed by the parties.

**SECTION 11. TIME OF THE ESSENCE.** Time is hereby declared to be of the essence to this Agreement.

**SECTION 12. EFFECTIVE DATE OF THIS AGREEMENT.** This Agreement shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of

OAK RUN ASSOCIATES, LTD., a Florida  
Limited Partnership  
By: DEVELOPMENT & CONSTRUCTION  
CORPORATION OF AMERICA, a Florida  
corporation and its general partner

Sign: [Signature]  
Print: JAMES A. Bell

Sign: [Signature]  
Print: Melodye M. Marvin

By: [Signature]  
Kulbir Ghumman,  
President and Chief Executive Officer  
[Corporate Seal]

STATE OF Florida  
COUNTY OF Marion

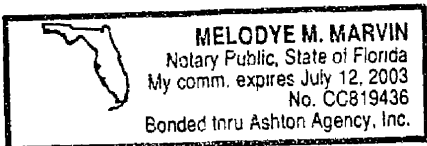
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Kulbir Ghumman, as President and Chief Executive Officer of DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation, and general partner of OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership, and who acknowledged executing the foregoing Agreement freely and voluntarily under authority duly vested in him by said corporation. Such officer is personally known to me or produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this  
2 day of February, 2001.

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA

BY: *[Signature]*  
~~Larry Cretul, County Chairman~~  
~~Randy Harris Vice~~  
DATE: 1/31/01

ATTEST:

*John Darr DC*  
David R. Ellspermann, Clerk

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 2 day of February, 2001, by Larry Cretul, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing.

*[Signature]*  
Signature of Notary Public

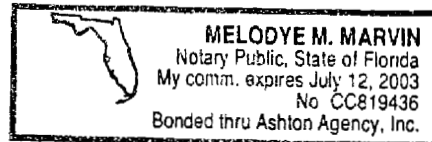
(Print Notary Name  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

AFFIX NOTARY STAMP

- Personally known, or
  - Produced Identification
- Type of Identification Produced \_\_\_\_\_

FOR THE USE AND RELIANCE  
OF MARION COUNTY ONLY.  
APPROVED AS TO FORM

February 2, 2001  
*[Signature]*  
Thomas A. Cloud, Esquire  
Special Utility Counsel



Subordination

The undersigned hereby subordinates the interests of its lien to the foregoing Effluent Easement & Delivery Agreement.

SunTrust Bank Atlanta, GA  
Chartered Banking Corporation

By: [Signature]  
Name: James C. Maguire  
Its: Senior Vice President

STATE OF FLORIDA  
COUNTY OF MANON

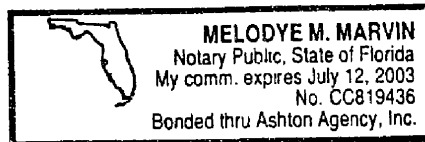
The foregoing instrument was acknowledged before me this 2 day of February, 2000, by James C. Maguire, as Senior Vice President of SunTrust Bank, a Georgia state chartered Banking Corporation

[Signature]  
Signature of Notary Public

(Print Notary Name)  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

AFFIX NOTARY STAMP

Personally known, or  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_





# Exhibit A



**DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTIONS 31 AND 32, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OAK RUN LINKSIDE, AS RECORDED IN PLAT BOOK 4, PAGES 10-14 OF THE PUBLIC RECORD OF MARION COUNTY, FLORIDA; THENCE N02°59'55"E, ALONG THE EAST LINE OF SAID OAK RUN LINKSIDE, 957.68 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE CONTINUE ALONG SAID EAST LINE AND CURVE, NORTHWESTERLY, 326.79 FEET, THROUGH A CENTRAL ANGLE OF 69°20'49", AND A CHORD BEARING AND DISTANCE OF N31°40'29"W, 307.21 FEET, TO THE POINT OF TANGENCY, THEREOF; THENCE CONTINUE ALONG SAID EAST LINE, N66°20'53"W, 507.60 FEET; THENCE CONTINUE ALONG SAID LAST LINE, S69°57'55"W, 77.66 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 3009.32 FEET; THENCE CONTINUE ALONG SAID EAST LINE OF CURVE, NORTHWESTERLY, 203.96 FEET, THROUGH A CENTRAL ANGLE OF 03°53'00", AND A CHORD BEARING AND DISTANCE OF N18°05'35"W, 203.92 FEET; THENCE N74°13'46"E, 114.05 FEET; THENCE N03°47'23"E, 1073.55 FEET; THENCE N14°38'21"E, 1112.42 FEET; THENCE S52°59'11"E, 99.69 FEET; THENCE S50°33'11"E, 314.06 FEET; THENCE S32°03'16"E, 50.85 FEET; THENCE S00°04'09"W, 1824.89 FEET; THENCE S66°40'59"E, 301.48 FEET, TO WESTERNMOST CORNER OF OAK RUN CRESCENT OAKS, AS RECORDED IN PLAT BOOK 4, PAGES 123-130 OF SAID PUBLIC RECORDS; THENCE CONTINUE S66°40'59"E, ALONG THE WEST LINE OF SAID OAK RUN CRESCENT OAKS, 78.93 FEET, TO A NONTANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 380.00 FEET; THENCE CONTINUE ALONG SAID WEST LINE AND CURVE, SOUTHERLY, 270.77 FEET, THROUGH A CENTRAL ANGLE OF 40°49'35", AND A CHORD BEARING AND DISTANCE OF S17°06'05"E, 265.08 FEET; THENCE S19°49'42"W, 201.40 FEET; THENCE S06°18'37"W, 207.49 FEET; THENCE S25°43'38"W, 365.35 FEET; THENCE S01°01'29"W, 448.74 FEET, TO THE NORTHEASTERLY CORNER OF OAK RUN GOLFVIEW A, AS RECORDED IN PLAT BOOK 3, PAGES 162-165 OF SAID PUBLIC RECORDS; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID OAK RUN GOLFVIEW A, SAID NORTH LINE BEING A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 950.00 FEET, 248.89 FEET, THROUGH A CENTRAL ANGLE OF 15°00'38", AND A CHORD BEARING AND DISTANCE OF S82°44'15"W, 248.17 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID NORTH LINE, N89°45'26"W, 92.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING 47.64 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT F OF OAK RUN CRESCENT OAKS, AS RECORDED IN PLAT BOOK 4, PAGES 123-130 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

CONTAINING 26.83 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT A OF OAK RUN LAUREL OAKS, AS RECORDED IN PLAT BOOK 4, PAGES 169-177 OF THE PUBLIC RECORDS OF MARION COUNTY, FL

CONTAINING 75.57 ACRES, MORE OR LESS.

SEE SKETCH OF DESCRIPTION PREPARED BY BERRYMAN & HENIGAR, INC. FOR DECCA DATED 05-15-1998, JOB NUMBER 88544.00, FILE NUMBER 1M/195.

The Power to Change  
The Power to Build

January 30, 2001

OAK RUN EXECUTIVE GOLF COURSE



DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 35 AND 36, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, CONTAINING A PORTION OF OAK RUN NEIGHBORHOOD 1, AS RECORDED IN PLAT BOOK X, PAGES 99-105, OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF TRACT F OF SAID OAK RUN NEIGHBORHOOD 1; THENCE N00°16'18"E, ALONG THE WEST LINE OF SAID TRACT F, 296.52 FEET, TO THE POINT OF BEGINNING; THENCE S89°43'42"E, 210.00 FEET; THENCE N00°08'06"W, 147.87 FEET; THENCE S89°53'47"E, 321.05 FEET; THENCE N00°16'18"E, 204.68 FEET; THENCE S89°43'42"E, 1085.52 FEET; THENCE S01°02'49"W, 650.07 FEET, TO THE NORTH LINE OF OAK RUN NEIGHBORHOOD 8-A, AS RECORDED IN PLAT BOOK 1, PAGES 64-70, OF SAID PUBLIC RECORDS; THENCE S89°43'42"E, ALONG THE SAID NORTH LINE, 633.28 FEET, TO THE WESTERNMOST CORNER OF OAK RUN NEIGHBORHOOD 7, AS RECORDED IN PLAT BOOK 1, PAGES 21 - 27, OF SAID PUBLIC RECORDS; THENCE N00°16'18"E, ALONG THE WEST LINE OF SAID OAK RUN NEIGHBORHOOD 7, 804.06 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1120.00 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID OAK RUN NEIGHBORHOOD 7 AND ON THE SOUTH LINE OF TRACT A OF OAK RUN NEIGHBORHOOD 2, AS RECORDED IN PLAT BOOK Y, PAGES 24 - 33, OF SAID PUBLIC RECORDS; THENCE WESTERLY ALONG SAID CURVE, AND SOUTH LINE, 356.44 FEET, THROUGH A CENTRAL ANGLE OF 18°14'04" AND A CHORD BEARING AND DISTANCE OF N78°11'38"W, 354.94, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID SOUTH LINE N87°18'40"W, 600.00 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE NORTHWESTERLY, 608.42 FEET, THROUGH A CENTRAL ANGLE OF 41°30'00" AND A CHORD BEARING AND DISTANCE OF N66°33'40"W, 595.21 FEET, TO THE POINT OF TANGENCY THEREOF, AND THE SOUTHERNMOST POINT OF TRACT C OF SAID OAK RUN NEIGHBORHOOD 1; THENCE N45°48'40"W, ALONG THE SOUTH LINE OF SAID TRACT C, 400.00 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 495.00 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE AND CURVE, NORTHWESTERLY, 339.97 FEET, THROUGH A CENTRAL ANGLE OF 39°21'06" AND A CHORD BEARING AND DISTANCE OF N65°29'13"W, 333.33 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID SOUTH LINE N85°09'46"W, 205.00 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE AND CURVE NORTHWESTERLY, 409.96 FEET, THROUGH A CENTRAL ANGLE OF 33°33'20" AND A CHORD BEARING AND DISTANCE OF N68°23'06"W, 404.12 FEET, TO THE NORTHWEST CORNER OF DRAINAGE RETENTION AREA NUMBER 3 OF SAID OAK RUN NEIGHBORHOOD 1; THENCE S51°36'26"E, ALONG THE WEST LINE OF SAID DRAINAGE RETENTION AREA NUMBER 3, 543.13 FEET; THENCE CONTINUE ALONG SAID WEST LINE AND THE WEST LINES OF TRACT E AND TRACT F OF SAID OAK RUN NEIGHBORHOOD 1, S00°16'18"W, 1080.40 FEET, TO THE POINT OF BEGINNING.

CONTAINING 35.47 ACRES, MORE OR LESS.

REFERENCE SKETCH OF DESCRIPTION FOR DECCA AS PREPARED BY BERRYMAN & HENIGAR, INC., DATED 01-30-2001, JOB #44482.00, FILE #1M/194.

Exhibit 10:  
Assignment and Assumption  
of Consent Order

## **ASSIGNMENT AND ASSUMPTION OF CONSENT ORDER**

This Agreement is made and entered into this 2nd day of February, 2001, by and between DEVELOPMENT AND CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation (hereafter "DECCA"), the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation (hereafter "SWFWMD"), and MARION COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY").

### **RECITALS**

1. SWFWMD brought an enforcement action against DECCA alleging DECCA had violated state law, SWFWMD rules, and the terms and conditions of two SWFWMD Water Use Permits.

2. DECCA and the COUNTY have negotiated for the sale of the Oak Run Water System and the Pine Run Water System from DECCA to the COUNTY.

3. SWFWMD and DECCA have conditionally agreed to settle the enforcement action through execution of a Consent Order attached to and incorporated into this Agreement as Exhibit "A."

4. The Consent Order shall not take effect unless the COUNTY purchases the Oak Run Water System and the Pine Run Water System from DECCA.

5. The parties anticipate the close and consummation of the sale of the Oak Run Water System and the Pine Run Water System from DECCA to the COUNTY shall occur on February 2, 2001.

ACCORDINGLY, in consideration of the Recitals and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. ASSIGNMENT AND ASSUMPTION OF CONSENT ORDER. DECCA hereby assigns all its rights, duties, and responsibilities under the Consent Order to the COUNTY, and the COUNTY hereby expressly assumes all said rights, duties, and responsibilities thereunder.

SECTION 3. PAYMENT OF WATER AUDIT COSTS. As a condition of SWFWMD's agreement to the Consent Order and this Agreement, DECCA hereby agrees to deposit with the COUNTY's designated escrow agent, GRAY, HARRIS & ROBINSON, P.A., the sum of Nineteen Thousand Seven Hundred Twenty-Two and 20/100s Dollars (\$19,722.20) in an interest bearing escrow account set up pursuant to an escrow agreement. The COUNTY may draw on this escrow account and use said funds exclusively for the performance of water audits at the Oak Run Water System or the Pine Run Water System, or for improvements in either of those Systems that increase, facilitate, or enhance water conservation as specified in the Consent Order. The COUNTY agrees to cause its escrow agent to notify the SWFWMD of any expenditures from the escrow account. The COUNTY shall be solely responsible to SWFWMD for compliance with the Consent Order and the terms and conditions related to the escrow account.

SECTION 4. FUTURE PERMITTING. The COUNTY agrees to submit to SWFWMD the necessary application to transfer the water allocations authorized by water use permit numbers 2006151.006 and 2007178.004 to the COUNTY as a modification of the COUNTY's water use permit number 209986.02

SECTION 5. CONSENT. SWFWMD hereby consents to the assignment of the

Consent Order to the COUNTY and the other terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed as of the day and year first above written.

**SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:**

**DEVELOPMENT & CONSTRUCTION  
CORPORATION OF AMERICA**

*James A. Bell*  
Name: James A. Bell

BY: *Kulbir Ghumman*  
Kulbir Ghumman, President and  
Chief Executive Officer

*Melodye M. Marvin*  
Name: Melodye M. Marvin

DATE: 2/2/01

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF MARION

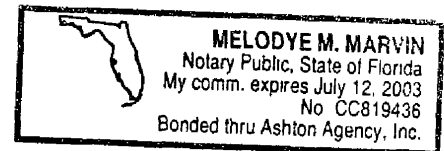
The foregoing instrument was acknowledged before me this 2 day of February, 2001, by Kulbir Ghumman, as President and Chief Executive Officer, of DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation, on behalf of the corporation.

*Melodye M. Marvin*  
Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

Personally known, or  
 Produced Identification  
Type of Identification Produced



ATTEST:

John Yarn DC  
David R. Ellspermann, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA

BY: [Signature]  
Larry Cretul, Chairman  
[Signature], Vice

Date: 1/31/01

FOR THE USE AND RELIANCE  
OF MARION COUNTY ONLY.  
APPROVED AS TO FORM

February 2, 2001  
[Signature]  
Thomas A. Cloud, Esquire  
Special Utility Counsel

STATE OF FLORIDA  
COUNTY OF MARION

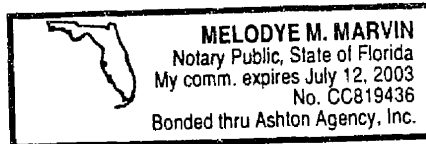
The foregoing instrument was acknowledged before me this 2 day of February, 2001, by [Signature] <sup>Larry Cretul, Vice</sup> Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing.

[Signature]  
Signature of Notary Public

(Print Notary Name  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

AFFIX NOTARY STAMP

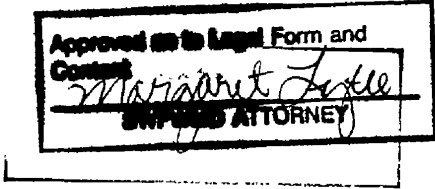
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  - Produced Identification
- Type of Identification Produced





SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

Witness



By: *E. D. Vergara*  
E.D. Vergara  
Executive Director

Date 1-30-01

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 2001, by E.D. Vergara, Executive Director, Southwest Florida Water Management District, known to me to be the person described in and who executed the foregoing.

*Dianna M Brass*  
Signature of Notary Public  
DIANNA M BRASS  
(Print Notary Name  
My Commission Expires: 2-7-01  
Commission No.: CC610696

AFFIX NOTARY STAMP



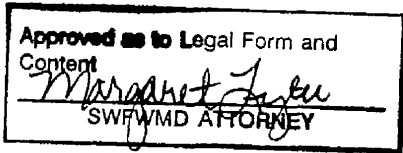
Dianna M Brass  
My Commission CC610696  
Expires February 7, 2001

Personally known, or  
 Produced Identification  
Type of Identification Produced

Approved as to legal form and content

\_\_\_\_\_  
Attorney

Approved by the Governing Board of the Southwest Florida Water Management District this 30th day of JANUARY, 2001, in Brooksville, Hernando County, Florida.



By: [Signature] For  
Ronald C. Johnson, Chair

Attest: [Signature]  
Sally Thompson, Secretary  
(Seal)

STATE OF FLORIDA  
COUNTY OF HERNANDO

MONROE A Coogler

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 2001, by Ronald C. Johnson, Chair, Southwest Florida Water Management District, known to me to be the person described in and who executed the foregoing.

[Signature]  
Signature of Notary Public  
DIANNA M BRASS

(Print Notary Name  
My Commission Expires: 2-7-01  
Commission No.: CC610696

AFFIX NOTARY STAMP



Dianna M Brass  
My Commission CC610696  
Expires February 7, 2001

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BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 01-3

IN RE: DEVELOPMENT AND CONSTRUCTION CORPORATION OF AMERICA  
WUP Nos. 2006151.006 & 2007178.004/CT Nos. 72904 & 72910  
MARION COUNTY, FLORIDA

CONSENT ORDER

Pursuant to Sections 120.57(4) and 373.083, Florida Statutes (F.S.), this Consent Order is entered into between the Southwest Florida Water Management District, hereinafter referred to as the "District", and Development and Construction Corporation of America, hereinafter referred to as the "Permittee", to settle certain matters at issue between the parties. The parties hereby voluntarily agree to the following findings of fact, conclusions of law and corrective actions.

FINDINGS OF FACT

1. The District is the administrative agency charged with the responsibility to conserve, protect, manage and control water resources within its boundaries and to administer and enforce Chapter 373, F.S., and the rules promulgated thereunder as Chapter 40D, Florida Administrative Code (F.A.C.).

2. The Permittee's mailing address is 11637 S.W. 90<sup>th</sup> Terrace, Ocala, Florida 34481. The Permittee is the developer and owner of two residential projects, known as Pine Run and Oak Run, which are located in southwestern Marion County, Florida.

3. On March 16, 1993, the District issued Water Use Permit No. 2006151.005 to the Permittee authorizing water withdrawals for residential use, lawn and landscape irrigation, and recreational or aesthetic uses at the Pine Run subdivision.

This permit was modified on November 14, 1995, to change two monitoring conditions. The modification was issued as WUP No. 2006151.006, and is hereinafter referred to as the "Pine Run Permit".

4. The Pine Run Permit authorizes the Permittee to make annual average withdrawals of 440,300 gallons per day (gpd).

5. Between November 1998 and the date of preparation of this Consent Order, Permittee has consistently exceeded the annual average withdrawals authorized under the Pine Run Permit, as follows:

<u>MONTH/YEAR</u>	<u>ANNUAL AVERAGE DAILY PUMPAGE</u>	<u>PERCENTAGE OVERPUMPED</u>
<b>November 1998</b>	<b>472347</b>	<b>7.3%</b>
December 1998	482404	9.6%
<b>January 1999</b>	<b>485851</b>	<b>10.3%</b>
February 1999	496825	12.8%
<b>March 1999</b>	<b>507689</b>	<b>15.3%</b>
April 1999	518273	17.7%
<b>May 1999</b>	<b>509209</b>	<b>15.7%</b>
June 1999	496859	12.8%
<b>July 1999</b>	<b>505425</b>	<b>14.8%</b>
August 1999	515966	17.2%
<b>September 1999</b>	<b>528899</b>	<b>20.1%</b>
October 1999	528089	19.9%
<b>November 1999</b>	<b>528432</b>	<b>20.0%</b>
December 1999	529645	20.3%
<b>January 2000</b>	<b>538253</b>	<b>22.2%</b>
February 2000	543882	23.5%
<b>March 2000</b>	<b>554793</b>	<b>26.0%</b>
April 2000	552091	25.4%
<b>May 2000</b>	<b>548635</b>	<b>24.6%</b>
June 2000	542765	23.3%
<b>July 2000</b>	<b>534098</b>	<b>21.3%</b>
August 2000	519219	17.9%
<b>September 2000</b>	<b>492412</b>	<b>11.8%</b>
October 2000	475693	8.0%
<b>November 2000</b>	<b>470301</b>	<b>6.8%</b>

6. In a Compliance Notice dated May 11, 2000, District staff informed Permittee that it was exceeding its permitted withdrawals under the Pine Run Permit, and advised Permittee to take action to come into compliance with the permitted withdrawal quantities. However, as reflected in paragraph 5 herein, Permittee continued to violate the Pine Run Permit.

7. On November 22, 2000, the District issued Permittee a Notice of Violation, again informing Permittee that it was exceeding its permitted withdrawals under the Pine Run Permit. The Notice of Violation advised Permittee to bring its water withdrawals into compliance with the Pine Run Permit within 30 days of the notice. As of the date of preparation of this Consent Order, Permittee remains in violation of the Pine Run Permit.

8. On July 30, 1996, the District issued Water Use Permit No. 2007178.004, hereinafter the "Oak Run Permit", to the Permittee authorizing water withdrawals for public supply, lawn and landscape irrigation, and recreational or aesthetic uses at the Oak Run subdivision.

9. The Oak Run Permit authorizes the Permittee to make annual average withdrawals of 2,310,000 gallons per day (gpd).

10. Between December 1998 and the date of preparation of this Consent Order, Permittee has consistently exceeded the annual average withdrawals authorized under the Oak Run Permit, as follows:

<u>MONTH/YEAR</u>	<u>ANNUAL AVERAGE DAILY PUMPAGE</u>	<u>PERCENTAGE OVERPUMPED</u>
December 1998	2397461	3.8%
<b>January 1999</b>	<b>2445312</b>	<b>5.9%</b>
February 1999	2537085	9.8%
<b>March 1999</b>	<b>2610842</b>	<b>13.0%</b>
April 1999	2646719	14.6%
<b>May 1999</b>	<b>2596996</b>	<b>12.4%</b>
June 1999	2514064	8.8%
<b>July 1999</b>	<b>2566102</b>	<b>11.1%</b>
August 1999	2603622	12.7%
<b>September 1999</b>	<b>2675862</b>	<b>15.8%</b>
October 1999	2652670	14.8%
<b>November 1999</b>	<b>2647871</b>	<b>14.6%</b>
December 1999	2628752	13.8%
<b>January 2000</b>	<b>2661451</b>	<b>15.2%</b>
February 2000	2655189	14.9%
<b>March 2000</b>	<b>2672410</b>	<b>15.7%</b>
April 2000	2646511	14.6%
<b>May 2000</b>	<b>2685357</b>	<b>16.2%</b>
June 2000	2708044	17.2%
<b>July 2000</b>	<b>2675530</b>	<b>15.83%</b>
August 2000	2665839	15.4%
<b>September 2000</b>	<b>2636890</b>	<b>14.2%</b>
October 2000	2654779	14.9%
<b>November 2000</b>	<b>2648707</b>	<b>14.7%</b>

11. In a Compliance Notice dated May 15, 2000, District staff informed Permittee that it was exceeding its permitted withdrawals under the Oak Run Permit, and advised Permittee to take action to come into compliance with the permitted withdrawal quantities. However, as reflected in paragraph 10 herein, Permittee continued to violate the Oak Run Permit.

12. On November 22, 2000, the District issued Permittee a Notice of Violation, again informing Permittee that it was exceeding its permitted withdrawals under the Oak Run Permit. The Notice of Violation advised Permittee to bring its water withdrawals into compliance with the Oak Run Permit within 30 days of the notice. As of the date of

preparation of this Consent Order, Permittee remains in violation of the Oak Run Permit.

13. As reflected in paragraphs 4, 5, 6, 7, 9, 10, 11 and 12 herein, Permittee has failed to take any significant steps to address its violations of the Pine Run and Oak Run Permits. Permittee has therefore demonstrated a significant lack of cooperation with the District's efforts to enforce compliance with the terms and conditions of the permits.

14. Following issuance of the initial draft of this Consent Order, the District was notified that Permittee was negotiating the sale of the Oak Run Water System and the Pine Run Water System to Marion County, a political subdivision of the State of Florida.

15. As potential purchaser and new operator of the Oak Run Water System and the Pine Run Water System, Marion County has expressed its intent to the District to take every reasonable action to cooperate with the District in achieving compliance with District permits and rules.

16. But for Marion County's willingness to assume responsibility by way of a separate document for performance of the future terms of this Consent Order, neither the District nor the Permittee would enter into the terms of this Consent Order.

17. The parties herein have discussed this matter and resolved all disputed issues regarding the violations set forth above.

#### CONCLUSIONS OF LAW

18. The District has jurisdiction over the Permittee pursuant to Sections 373.069(2)(d), 373.103(1), 373.216 and 373.219(1), F.S., and Rule 40D-2.041, F.A.C.

19. Making withdrawals in excess of the quantity of water authorized by the Pine Run Permit, as described in paragraphs 4 and 5, constitutes a violation of Section 373.219(1), F.S., Rule 40D-2.381, F.A.C., and the terms of the Pine Run Permit.

20. Making withdrawals in excess of the quantity of water authorized by the Oak Run Permit, as described in paragraphs 9 and 10, constitutes a violation of Section 373.219(1), F.S., Rule 40D-2.381, F.A.C., and the terms of the Oak Run Permit.

#### CORRECTIVE ACTIONS

21. The Permittee or its assign shall perform the following corrective actions within the time periods specified to bring the above-referenced violations into compliance with state law, District rules, and the terms of the Permit:

- a. Permittee and its assign have represented to the District that individual water meters are installed within the Oak Run Water System such that Permittee or its assign can bill for water usage based upon actual water consumed. Within four (4) months of approval of this Consent Order by the District's Governing Board, the Permittee or its assign shall perform and report to the District the results of a water audit on the Oak Run Water System to determine the contributing factors that cause non-compliance. Permittee or its assign will submit an acceptable written plan to the District demonstrating how and when it will address each factor identified in the audit within thirty (30) days after completion of the audit.
- b. Within eighteen (18) months of approval of this Consent Order by the District's Governing Board, the Permittee or its assign shall install individual water meters within the Pine Run Water System such that



Permittee or its assign can bill for water usage based upon actual water consumed. Permittee or its assign shall send written notice to the District certifying its compliance with this condition.

- c. Within four (4) months of the installation of the meters as described in paragraph 21(b) herein, the Permittee or its assign shall perform and report to the District the results of a water audit on the Pine Run Water System to determine the contributing factors that cause non-compliance. Permittee or its assign will submit an acceptable written plan to the District demonstrating how and when it will address each factor identified in the audit within thirty (30) days after completion of the audit.
- d. Within two (2) years of approval of this Consent Order by the District's Governing Board the Permittee or its assign shall implement an inverted block rate or conservation rate for all customers of the Oak Run Water System and Pine Run Water System that provides an increased cost per unit of consumption as consumption increases. Permittee or its assign shall send written notice to the District certifying implementation of its compliance with this condition.
- e. The written plans described in paragraphs 21(a) and (c) herein shall include reductions in withdrawals, water conservation measures, and development and utilization of alternative sources. The plans shall establish deadlines for implementation and completion of the included corrective actions. The plans are subject to the approval of the District. The Permittee or its assign will use its best efforts to respond to the

District's questions or comments concerning the plans to expeditiously secure the District's approval. The approved plans shall be complied with by the Permittee or its assign. Any failure of Permittee or its assign to comply with any provision of the plans shall constitute a violation of this Consent Order.

22. For each day of delay beyond any due date specified in this Consent Order or an approved plan, the Permittee or its assign shall pay to the District an additional One Hundred Dollars and No Cents (\$100.00) per day. This additional sum shall be paid by the Permittee or its assign upon the District's mailing to the Permittee or its assign of a demand letter for payment. This provision shall not be construed to preclude the District's right to undertake other administrative, civil or criminal action as appropriate in the event any due date is not met.

23. The Permittee or its assign further agrees to henceforth fully comply with all of the terms and conditions of the Permits. The Permittee or its assign acknowledges by the execution of this Consent Order that any future violation of Chapter 373, F.S., District rules, or the terms of the Permits may subject it to any or all of the following: criminal prosecution, administrative action, or civil suit in which civil penalties of up to Ten Thousand Dollars and No Cents (\$10,000.00) per day per offense may be imposed.

24. The Permittee or its assign hereby waives any right to an administrative hearing or judicial review of the terms of this Consent Order or any permit issued hereunder.

25. This Consent Order shall not relieve the Permittee or its assign of the need to comply with all other applicable federal, state and local laws, regulations, or ordinances.

26. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69, 373.083(1) and 373.129, F.S.

27. The District expressly reserves and retains the right to initiate appropriate legal action against the Permittee or its assign to prevent or prohibit the future violation of any applicable statutes, rules, orders, or permit conditions, except as specifically addressed in this Consent Order.

28. For and in consideration of the complete and timely performance by the Permittee or its assign of its obligations under this Consent Order, the District waives its right to pursue civil or administrative action for any violations described in this Consent Order.


29. The Permittee or its assign shall allow authorized representatives of the District access to the Pine Run and Oak Run subdivisions at all reasonable times without prior consent or notice for the purpose of determining compliance with this Consent Order, Chapter 373, F.S., the rules of the District, and the terms of the Permits.

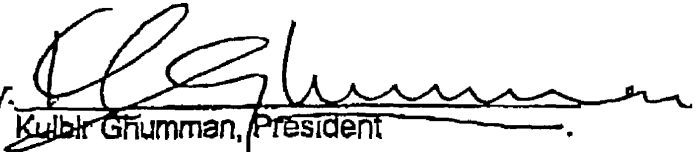
30. The effectiveness of this Consent Order is subject to review and approval by the District Governing Board. In the event the District Governing Board shall not approve this Consent Order, this Consent Order shall be null, void and of no legal effect. After this Consent Order has been executed by the Permittee or its assign and the Executive Director of the District, the Permittee or its assign may not withdraw its

approval or terminate this Consent Order under any circumstances unless the District Governing Board fails to approve this Consent Order.

31. Concurrently with the negotiation of this Consent Order, the Permittee has been negotiating the sale of the Oak Run Water System and Pine Run Water System to Marion County. The District hereby consents to the transfer and assignment of the Permittee's rights, duties, and obligations under this Consent Order to Marion County only. It is anticipated that the closing of that sale shall occur within ten (10) days of approval of this Consent Order by the District Governing Board. If the sale to Marion County of these two Systems by Permittee is not consummated within said ten (10) day period, then this Consent Order shall be null and void and not admissible by either party in any judicial or administrative proceedings, and the District maintains all of its rights under the law to enforce compliance with the terms and conditions of the Pine Run and Oak Run Water Use Permits.

DEVELOPMENT AND CONSTRUCTION  
CORPORATION OF AMERICA

  
Witness

By:   
Kulbir Ghumman, President

1-29-01

Date

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

Diana M. Brass  
Witness

By: E. D. Vergara  
E. D. Vergara  
Executive Director

Approved as to legal form and  
content  
Margaret M. Lytle  
Attorney

Date 1-29-01

Approved by the Governing Board of the Southwest Florida Water Management  
District this 31st day of JANUARY 2001, in Brooksville, Hernando County,  
Florida.

By: Monroe A. Coogler  
Monroe A. Coogler, Vice Chair

Attest: Sally Thompson  
Sally Thompson, Secretary

(Seal)

Filed this 31st day of  
JANUARY 2001.  
Wharline M. Lee  
Deputy Agency Clerk

DEVELOPMENT AND CONSTRUCTION CORPORATION OF AMERICA  
WUP Nos. 2006151.006 & 2007178.004/CT Nos. 72904 & 72910  
MARION COUNTY, FLORIDA