DRIGINAL Sunshine [Itilities

10230 E. Hwy. 25 · Belleview, FL 34420-5531 Office (352) 347-8228 · Fax (352) 347-6915

RECEIVED FPSC

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CLERK 18

August 12, 2004

OPC

OTH

Director, Division of the Commission Clerk & Administrative Services Florida Public Service Commission Tallahassee, Florida 32399-0850

RE: Docket # 040388 Deficiencies

Deficiency #1 Please find attached a letter from Rick Bolling

(Developer) requesting water service to the proposed

subdivision.

Deficiency #2 Please find attached the lease agreement between James

Hodges and Sunshine Utilities of Central Florida Inc.

Deficiency #3 Please find attached new territory description on new plats

of proposed subdivision. The new description uses

section, township and ranges.

CMP Deficiency #4 Permit was filed with the Department of Environmental COM

Protection Agency on July 19, 2004, after we receive the

permit we will file the permit number as a late filing.

GCL Deficiency # 5 Please find attached Developers agreement detailing

financial aspects of project.

MMS Deficiency #6 Please find attached our current certificate.

SCR Deficiency #7 Please find attached proof of publication along with a list

of those noticed. DOCUMENT NUMBER-DATE

U8999 AUG 18 3

Sunshine Utilities

Page 2 August 12, 2004 10230 E. Hwy. 25 · Belleview, FL 34420-5531 Office (352) 347-8228 · Fax (352) 347-6915

Other information needed:

- #1 The proposed subdivision will be connected to Ocala Heights Subdivision (PWS # 3424651) which currently has approximately 318 connections.
- #2 Please find enclosed a copy of our new tariff sheet with new description.
- #3 We made an error on the amount that was owed on the filing fee and overpayed by \$100. We will be contacting your financial division about what is involved in getting a refund of the overpayment.

Thank you

Dewaine Christmas

Manager

//dc

July 19, 2004

Sunshine Utilities Attn: Dewaine Christimas 10230 E. Hwy 25 Belleview, FL 34420-5531

RE: Lexington Estates Subdivision

Dear Dewaine,

This letter is being sent to request that Sunshine Utilities provide water service to the referenced proposed subdivision. The proposed subdivision consists of 72 one acre single family residential mobile home lots on a 52 acre site that is located in Section 17 & 18 of Township 15 S, Range 23 E in Marion County. The project is adjacent to other subdivisions that are serviced by the Ocala Heights water system that is owned by Sunshine Utilities.

We appreciate your consideration and if you have any questions please don't hesitate to call me.

Sincerely,

Circle B of Ocala, Inc.

Rick Bolling, Sr., Co-Owner

LEASE AGREEMENT

James H. Hodges and Clarise Hodges (hereinafter known as "Landlord"), hereby lease to Sunshine Utilities of Central Florida, Inc., a Florida corporation (hereinafter known as "Tenant"), and the Tenant hereby leases from the Landlord the real property which is described as OCALA HEIGHTS herein by reference ("Property"), and the parties do hereby agree as follows:

1. Purpose:

- A. The purpose of this lease is for the Tenant to lease from the Landlord property upon which to construct water wells and water treatment plants.
- B. The Tenant may construct on the property any and all facilities appurtenant to and reasonable necessary for the provision of potable water including, but not limited to, access roads, parking facilities, to drill wells and take water at Tenant's expense.

2. Term:

The initial term of this Lease shall be ninety-nine (99) years commencing on <u>January 1, 1993</u>, and terminating on <u>December 31, 2092.</u>

3. Rent:

The Tenant hereby agrees to pay to the Landlord on or before the first of each month the sum of Three hundred twenty-nine dollars and eight cents (329.08), in advance, which sum shall be payable monthly. The monthly rent commencing January 1, 1993, shall be based upon prevailing market rates.

4. Permitting:

It is understood that the Tenant must obtain permits for the construction and operation of the water treatment plants and wells. The Tenant agrees to diligently pursue the obtaining of said permits, but if said permits cannot be obtained, and the facility fails to become operational the Landlord may cancel this Agreement. Tenant agrees to supply Landlord with copies of all executed applications prior to their submission to the appropriate governmental authority. Any agreement that Tenant is required to execute with respect to the use of subject parcel shall specifically require the Landlord's written consent to be effective.

5. Curing of Defaults

- A. Landlord does hereby grant Tenant the right to cure any defaults for nonpayment of rent within fifteen (15) days after the rent was due.
- B. The tenant shall have the right, but not the obligations, to cure any and all defaults of the Landlord, including mortgage defaults, and in the event the Tenant expends any sums to cure said Landlord's defaults including making any mortgage payments to the Landlord's Mortgagee such

as payments of any principal, interest or attorney's fees, the Tenant shall have the complete right of offset against the rental payments due under this Lease

6. Enforcement:

- A. In the event the tenant shall fail to make any payments required herein within fifteen (15) days of the time that the same becomes due, the Landlord shall notify the Tenant by hand-delivery or certified mail that if payment is not made within five (5) days, this Lease may be canceled.
- B. In the event of any court action concerning this Lease, the non-prevailing party shall pay all costs of the action including reasonable attorney's fees for the other party's attorney, which attorney's fees shall include any fees and costs of appeal.

7. Care of Property:

- A. The tenant shall neither commit, permit nor suffer any waste or deterioration of the subject property, unless agreed to by both parties.
- B. On the terminations of the Lease, the Tenant agrees to remove the structural improvements placed on the subject property, and to leave any dirt and fill added to the subject property. The Tenant shall be responsible for grading the subject property and filling any holes left on the subject premises. The Tenant further agrees to abide by all laws and ordinances concerning the construction of the facilities and beautification thereof.
- C. The Landlord acknowledges that the Tenant shall have title to and the right to construct and maintain the required water treatment facility improvements, including all

necessary signs and placement of trade fixtures, but shall have the obligation to remove same upon termination of the Lease, including obligation to remove all underground pipes and the capping of any wells. In the event the Tenant does not promptly remove the structural improvements from the described property or cap the wells, the Landlord shall have the right to remove said property and cap the wells at Tenant's expense.

8. <u>Destruction of the Premises</u>

A. In the event of damage to the water treatment facilities for any reason, it shall be the option of the Tenant to rebuild. Providing that the new structures so constructed are not detrimental to the value of the land.

IN WITNESS WHEREOF, the	parties have hereunto set their
hands and seals this	day of,
1993.	
WITNESS: (as to both)	James H. Hodges_ Clariso Hodges
WITNESS:	Clarise Hodges // By:

AGREEMENT FOR REIMBURSEMENT FOR WATER PLANT IMPROVEMENTS

THIS AGREEMENT made this 12 day of 90 sq., 2004 by and between Circle B of Ocala, Inc., a authorized and licensed by the State of Florida corporation, hereinafter called "Developer" and Sunshine Utilities of Central Florida, Inc., a corporation authorized and licensed by the State of Florida, hereinafter called "Utility".

WITNESSETH THAT

WHEREAS, DEVELOPER owns and intends to develop a parcel of property located within Marion County, Florida, identified as Marion County Tax Parcel Numbers 31829-006-00 and 31827-002-00. The legal description is attached hereto and made a part hereof as Exhibit "A" which property is to be subdivided into a subdivision known as Lexington Estates (hereinafter "Property"), and

WHEREAS the Developer has provided all required surveying, engineering and permitting fees and is in the process of obtaining required permits to develop the Property into seventy-two (72) lots, and

WHEREAS the development plans for the Property include the implementation of a water distribution supply system to provide drinking water to each site served, and

WHEREAS the water distribution supply system is intended to be connected to and served by an existing water treatment plan owned, maintained and operated by the Utility, and

WHEREAS the supply of drinking water to the public is controlled by the Florida Department of Environmental Protection (FDEP) as to health and quality, the St. Johns River Water Management District (SJRWMD) as to quantity, and the Florida Public Service Commission (PSC) as to any rates charged the users supplied by the public drinking water system, and

WHEREAS the Property is within the franchise territory of the Utility who has the exclusive right to provide drinking water to the territory and can charge for the water supplied in compliance with the requirements stipulated in the applicable Florida Public Service Commission Certificate. The system has a DEP and PWS i.d. number of 342-4651 and a DEP approval number and date of WC42-2088 approved 04/20/85, and

WHEREAS the existing and operating water treatment plan contains (2) wells, one 6" and one 8". The 6" has a 15 hp electric submersible pump and the 8" has 30 hp electric submersible pump connected to 10,000 gallon hydropneumatic pressure tank and disinfection which was constructed under the FDEP permit above referenced and has a permitted capacity as to the 6" of 288,000 gallons per day and as to the 8" 777,600 gallons per day, and

WHEREAS the water supply well is monitored for the quantity of water withdrawn from the Floridian Aquifer under Consumptive Use Permit I.D. Number 3019 issued by SJRWMD which allows for an annual withdrawal of 200 gallons per minute as to the 6" well and 540 gallons per minute as to the 8" well and a maximum withdrawal 288,000 gallons per day as to the 6" well and 777,600 gallons per day for the 8" well, and

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration acknowledged by both parties, the parties doe hereby promise, agree and covenant as follows:

A. The Developer shall:

MICHAEL J. COOPER ATTORNEY AT LAW 321 N. W. THIRD AVENUE OCALA, FLORIDA 34475-8818 (352) 732-4500 FAX (352) 351-3859

- 1. Retain and pay for all professional services required to obtain all required permits from the SJRWMD and FDEP to serve the Property and the 72 lots to be permitted.
- 2. Pay all permit fees required to obtain approval.
- 3. Provide for and pay all cost for the complete construction of the expansion of the distribution system in compliance with the permits obtained from the approving agencies.
- 4. Retain and pay for all testing required.
- 5. Provide for the complete on site only as-builts and final certifications to allow the facilities to be connected to the existing water treatment plant facilities.

B. The Utility shall:

- Support and aid the Developer by allowing complete access to the existing water treatment plant site and the signing of all required applications and supporting information necessary to obtain all required permits.
- 2. After completion of construction and clearance for use by all governing agencies, shall own, maintain and operate the water distribution system in compliance with all State of Florida and Water Management District requirements.
- C. It is further understood by both parties that:
 - 1. Upon completion of construction, the Utility shall provide the Developer a letter stating that all system capacity charges for all lots within Lexington Subdivision have been paid by the Developer.
 - 2. It shall be the Developer's responsibility to collect the system capacity charge from each lot referenced in Section C-3, above and Utility hereby assigns to Developer all of Utilities right and interest in such system capacity charges.
 - 3. The maximum amount to be paid to the Developer for reimbursement for all costs will be the total amount paid through system capacity charges notwithstanding that the Developer may have expended in excess of this amount.
 - 4. Each lot owner will also be required to pay the Utility their current meter installation fee for the installation of the water meter on each lot as provided in the Meter Installation Fee of the "Service Availability Schedule of Fees and Charges" of the Public Service Commission Certificate Number 363-W and related tariff and also be responsible for the preparation of all applications to obtain the water service for their lot. The Utility shall be responsible for collecting the meter Installation fee, the installation of the water meter, the assistance in the preparation of and obtaining the application for water service, and collecting the necessary deposit and service charge from each customer served.
 - 5. The parties expressly agree that this writing can only be changed by separate written agreement, and is the entire Agreement of the parties. No promises have been made by any party hereto which are not stated herein.

6. The laws of the State of Florida shall govern the interpretation of this Agreement. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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

Witness:

Waria Pettibora

Print Name: WARIA PETTIBONE

Print Name: RILLUHITE

Print Name: Dawaine Christmas

Print Name: Dawaine Christmas

Print Name: Jane Maria Pettibone

By: Rick Bolling, Secretary and Treasure

Sunshine Utilities of Central Florida, Inc.

By: James H. Hodges, President

PROOF OF PUBLICA

STAR-BANNER

Published—Daily

OCALA, MARION COUNTY, FLORIDA

STATE OF FLORIDA. COUNTY OF MARION

Before the undersigned authority personally appeared Robin Baldeschwieler who on oath says that she is an authorized employee of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that the attached copy of advertisement, being a notice in the matter of

LEGAL AD #607254

was published in said newspaper in the issues of_ MAY 5, 2004

Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala, in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

Robn Baldeschwale

of May A.D., 2004



Carrie Haugabrook

(Print, Type or Stamp Name of Notary Public)

LEGAL NOTICE Notice is hereby given April 26, 2004, pursuant Section 367.045, Flor Section 367.045, Florida Statutes, of the application of Sunshine Utilities of Central Florida, Inc. to amend its Water Certificate No. 363-W to amend territory in Marion water Certificate No. 365-W to amend territory in Marion County, Florida as follows: Lexington Estates Section 17&18 Township 15S Range 23E Parcel 17. The NW 1/4 of the SW 1/4 of Certifical 172 Township 15 Cert

Section 17, Township 15 South, Range 23 East, Mari-on County, Florida; Less and except the south 786 feet of the West 40 feet thereof.

except the south 786 feet of the West 40 feet thereof. Parcel 2: Begin at the Southeast corner of Ocala Heights Unit III, as recorded in Plat Book "X", page 42, public records of Marion. County, Florida: thence N88 Deg 48'53" W along the South boundary of said Ocala Heights Unit III a distance of 633'43' feet to the Northeast corner of Silverwood Villas as recorded in Plat Book "Y", pages 86 and 87, public records of "Marion County, Florida: Thence S00Deg 09'15" E along the East boundary of said Silverwood Villas as 1144'.54 feet; Thence continue along said East boundary of Silverwood Villas SoDDeg "08'47" E 594'.00 feet to the Southeast corner of said. Silverwood Villas, said point being on the South boundary, of the North 9 chains of the NE 1/4 of the SE 1/4 of Section 18, Township 15 South, Range 23 East; Thence S88Deg 55'58' E along said South boundary 633.58 feet to a point on the East boundary of the aforesaid Section 18. Thence

E along said South boundary 633.58 feet to it point on the East boundary of the aforesaid Section 18; Thence No0Deg 08'22' W along said East boundary 594.00 feet to the Southeast corner of the NE 1/4 of said section 18; Thence continue along the aforesaid East boundary of Section 18; No0Deg 10'00' W 1143.24 feet to the point of beginning; less and except the South 60 feet thereof. Excepting therefrom: Commence at the Sc corner of Ocala Heights Unit III, as recorded in Plat Book "X", page 42, of Public Records of Marion County, Florida; Thence S00Deg 10'00' E 396.53 feet to the point of beginning; Thence S00Deg 10'00' E 396.53 feet to the point of beginning. Thence S00Deg 10'00' E 396.69; Thence N80Deg 48'53' W 633.60 feet; Thence N80Deg 48'54'E 633.52 feet to the point of beginning. Thence S88Deg 48'54'E 633.52 feet to the point of beginning. The seconds of Marion County, Florida, said Southeast Corner also being the point of beginning. Thence N88Deg 19'5'-02'9 pue 100JI

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735-1357 good tires, : auto, exc

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY (VALID FOR 60 DAYS) 04/22/2004 - 06/20/2004

UTILITY NAME	MANAGER MARION COUNTY
BFF CORP. (SU595) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
C.F.A.T. H2O, INC. (WS719) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
COUNTY-WIDE UTILITY CO., INC. (WU008) P. O. BOX 1476 OCALA, FL 34478-1476	DIRK J. LEEWARD (352) 245-7007
EAST MARION SANITARY SYSTEMS, INC. (SU53 4225-G MILLER ROAD, #190 FLINT, MI 48507-1227	HERBERT HEIN (810) 733-6342
EAST MARION SANITARY SYSTEMS, INC. (WUS 4225-G MILLER ROAD, #190 FLINT, MI 48507-1227	36) HERBERT HEIN (810) 733-6342
FLORIDA WATER SERVICES CORPORATION (W. P. O. BOX 609520 ORLANDO, FL 32860-9520	S487) CARLYN KOWALSKY (407) 598-4297
LOCH HARBOUR UTILITIES, INC. (WS151) P. O. BOX 2100 OCALA, FL 34478-2100	JOSEPH C. MCCOUN (352) 732-2100
MARION UTILITIES, INC. (WS160) 710 N.E. 30TH AVENUE OCALA, FL 34470-6460	TIM E. THOMPSON (352) 622-1171
OCALA OAKS UTILITIES, INC. (WU174) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST, #400 SARASOTA, FL 34240-8432	NANCE GUTH (941) 907-7411
OCALA SPRINGS UTILITIES INC. (WS808) 4837 SWIFT ROAD, SUITE 100 SARASOTA, FL 34231-5157	MICHAEL ACOSTA (941) 925-3088
QUAIL MEADOW UTILITIES, INC. (WU532)	JAMES T. AHERRON

(352) 237-3604

P. O. BOX 771268 OCALA, FL 34477-1268

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY (VALID FOR 60 DAYS) 04/22/2004 - 06/20/2004

UTILITY NAME

MANAGER

MARION COUNTY

RAINBOW SPRINGS UTILITIES, L.C. (WS199) P. O. BOX 1850 DUNNELLON, FL 34430-1850 LEE NOVY (352) 489-9153

RESIDENTIAL WATER SYSTEMS, INC. (WU370) P. O. BOX 5220 OCALA, FL 34478-5220 CHARLES DEMENZES (352) 622-4949

S & L UTILITIES, INC. (SU327) P. O. BOX 4186 OCALA, FL 34478-4186 CHARLES FLETCHER, JR.

(352) 694-2611

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (WS746) THE AMERICAN CENTER 27777 FRANKLIN ROAD, SUITE 200 SOUTHFIELD, MI 48034-8205 JIM HOEKSTRA (248) 208-2554

SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (WU239) 10230 E. HIGHWAY 25 BELLEVIEW, FL 34420-5531

JAMES H. HODGES (352) 347-8228

TRADEWINDS UTILITIES, INC. (WS350) P. O. BOX 5220 OCALA, FL 34478-5220 CHARLES DE MENZES (352) 622-4949

UTILITIES, INC. OF FLORIDA (WU443) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027 PATRICK C. FLYNN (407) 869-1919

UTILITIES, INC. OF FLORIDA (SU661) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027 PATRICK C. FLYNN (407) 869-1919

VENTURE ASSOCIATES UTILITIES CORP. (WU512) 5127 N.W. 26TH STREET OCALA, FL 34482-8599

ARTHUR F. TAIT (352) 732-8662

WINDSTREAM UTILITIES COMPANY (WU385) P. O. BOX 4201 OCALA, FL 34478-4201 SHARON (SHARI) DLOUHY (352) 620-8290

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY (VALID FOR 60 DAYS) 04/22/2004 - 06/20/2004

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, MARION COUNTY P. O. BOX 1030 OCALA, FL 32678-1030

DEP CENTRAL DISTRICT 3319 MAGUIRE BLVD., SUITE 232 ORLANDO, FL 32803-3767

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

MAYOR, CITY OF BELLEVIEW 5343 S.E. ABSHIER BLVD. BELLEVIEW, FL 34420-3904

MAYOR, CITY OF DUNNELLON 20750 RIVER DRIVE DUNNELLON, FL 34431-6744

MAYOR, CITY OF OCALA P. O. BOX 1270 OCALA, FL 32678-1270

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

ROBERT TITTERINGTON, MARION COUNTY 601 S.E. 25TH AVENUE OCALA, FL 34471

S.W. FLORIDA WATER MANAGEMENT DISTRICT 2379 BROAD STREET BROOKSVILLE, FL 34609-6899

ST.JOHNS RIVER WTR MANAGEMENT DISTRICT P.O. BOX 1429 PALATKA, FL 32178-1429

TOWN CLERK/MANAGER, TOWN OF MCINTOSH P. O. BOX 165 MCINTOSH, FL 32664-0165

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY (VALID FOR 60 DAYS) 04/22/2004 - 06/20/2004

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

WITHLACOOCHEE REG PLANNING COUNCIL 1241 S.W. 10TH STREET OCALA, FL 34474-2798

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY (VALID FOR 60 DAYS) 04/22/2004 - 06/20/2004

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL C/O THE HOUSE OF REPRESENTATIVES THE CAPITOL TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES FLORIDA PUBLIC SERVICE COMMISSION 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850



