



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: April 17, 1992
TO: Division of Records and Reporting
FROM: Division of Water and Wastewater (Von Fossen) *RVF*
RE: Docket No. 920159-WU, Application by Marion Utilities for Amendment of Certificate No. 347-W in Marion County.

Please place the enclosed response from the utility in the above docket file. Enclosed is the original and fifteen copies.

ORIGINAL
FILE COPY

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN 6. _____
- OPC _____
- RCH _____
- SEC 1 _____
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE
 03815 A:R 17 1992
 FPSC-RECORDS/REPORTING



Marion Utilities, Inc.

710 N.E. 30TH AVENUE - P.O. BOX 70400 - OCALA, FLORIDA 32670 - (904) 622-1171

Doc. 920159-WU

April 6, 1992

Florida Public Service Commission
Water & Sewer Department
Attention: Ralph VonFossen
101 E. Gaines Street
Tallahassee, FL 32399-0865

RECEIVED

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Fla. Public Service Commission
Division of Water and Sewer

Dear Ralph:

We are submitting the information you requested, in your letter of March 2, 1992, regarding Cherrywood Estates and Sandy Pines.

We anticipate that the final permitting for Cherrywood Estates will occur by August 1, 1992, and for Sandy Pines by September 1, 1992. It is our understanding that the developers are planning to start construction upon receipt of final permits and service will be needed at that time.

If any other information is needed, please contact us.

Sincerely,

Tim Thompson
President

TT/kv

LEGAL DESCRIPTION

CHERRYWOOD ESTATES - EXHIBIT E

COMMENCING AT THE NORTHWEST POINT OF THE RECORDED PLAT OF KINGSLAND COUNTRY ESTATES, WHISPERING PINES, IN PLAT BOOK "N", PAGE 89, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY OF HIALEAH BLVD. (S.W. 115TH STREET) AND THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET; THENCE N 05°53'36" E, 115.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 710.00 FEET AND A CENTRAL ANGLE OF 28°13'36"; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 349.78 FEET; THENCE N 22°20'00" W., 178.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 740.00 FEET AND A CENTRAL ANGLE OF 66°20'00"; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 856.72 FEET; THENCE N 48°53'55" W., 1470.86 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 8 OF THE RECORDED PLAT OF PRINCE ROSE ESTATES RECORDED IN PLAT BOOK N AT PAGE 64, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF PRINCE ROSE ESTATES, S 00°49'10" W. 2278.39 FEET TO THE NORTH RIGHT-OF-WAY OF HIALEAH BLVD.; THENCE ALONG THE NORTH RIGHT-OF-WAY, S 81°54'02" E. 463.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 914.15 FEET AND A CENTRAL ANGLE OF 2°12'22"; THENCE ALONG SAID CURVE AND ARC DISTANCE OF 35.20 FEET; THENCE S.84°06'24" E. 576.65 FEET TO THE POINT OF BEGINNING, CONTAINING 44.6 ACRES MORE OR LESS.

AND:

COMMENCING AT THE N.E. CORNER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. GO THENCE ALONG THE NORTH LINE OF SECTION 29, NORTH 89°50'57" WEST A DISTANCE OF 1365.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AN 80 FOOT STREET KNOWN AS BELMONT BLVD., ALSO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID NORTH LINE OF SECTION 29, NORTH 89°50'57" WEST A DISTANCE OF 675.40 FEET TO A POINT. THENCE LEAVING SAID NORTH LINE GO SOUTH 00°43'07" WEST A DISTANCE OF 739.95 FEET TO A POINT. THENCE SOUTH 49°04'19" EAST, A DISTANCE OF 1518.16 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF A ROAD KNOWN AS AQUEDUCT BLVD. THENCE ALONG SAID WEST RIGHT OF WAY OF AQUEDUCT BLVD. NORTH 44°00'00" EAST A DISTANCE OF 377.10 FEET THENCE CONTINUE ALONG SAID WEST ROAD RIGHT OF WAY THROUGH A CURVE TO THE EAST HAVING A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF 6°20'00" AND AN ARC DISTANCE OF 87.32 FEET, THENCE CONTINUE ALONG SAID WEST ROAD RIGHT OF WAY NORTH 50°20'00" EAST A DISTANCE OF 475.51 FEET, THENCE CONTINUE ALONG SAID WEST ROAD RIGHT OF WAY THROUGH A CURVE TO THE NORTH HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 56°41'01" AND AN ARC DISTANCE OF 306.69 FEET, THENCE CONTINUE ALONG SAID WEST ROAD RIGHT OF WAY NORTH 06°21'01" WEST A DISTANCE OF 230.84 FEET THENCE CONTINUE ALONG SAID WEST ROAD RIGHT OF WAY THROUGH A CURVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD.; THENCE CONTINUE ALONG THE SOUTH ROAD RIGHT OF WAY OF BELMONT BLVD. S 83°38'59" W, 25.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 46°30'12" AND AN ARC DISTANCE OF 844.10 FEET; THENCE NORTH 49°50'49" WEST, A DISTANCE OF 516.22 FEET; THENCE BY A CURVE TO THE SOUTH HAVING A RADIUS OF 810.00 FEET, CENTRAL ANGLE OF 00°33'59" AND AN ARC DISTANCE OF 8.01 FEET TO THE POINT OF BEGINNING; LESS THE NORTH 30.00 FEET ALONG THE NORTH LINE OF SECTION 29 FOR THE PURPOSE OF A ROADWAY AND UTILITY EASEMENT. CONTAINING 45.296 ACRES MORE OR LESS.

AND:

COMMENCING AT THE NE CORNER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA GO THENCE ALONG THE NORTH LINE OF SAID SECTION 29, N89°50'57"W., 2040.92 FEET; THENCE DEPARTING SAID NORTH LINE S00°43'07"W., 739.95 FEET FOR THE POINT OF BEGINNING; THENCE S49°04'19"E., 1528.16 FEET; THENCE S44°22'20"W., 56.50 FEET MORE OR LESS THENCE N48°53'55"W., 1470.86 FEET; THENCE N00°43'07"E., 68.02 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ADDITION TO EXHIBIT A

PART II (C)

At present, there is no provision for water service in this area by any municipality or Marion County. Presently, we are servicing the area adjacent to the proposed territory and can provide water service at about one third of the cost of private wells. In addition, our service would preclude possible ground water contamination for the drilling of 300 individual wells. Also, we would be in position to implement any restricted water use rules and be able to encourage conservation.

NAME OF COMPANY HARION UTILITIES, INC. - SPRUCE CREEK (PLANT)

OAK CREST, EMERALD POINT, CLEEKING, CHERRYWOOD ESTATES, SANDY PINES

SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>RATE</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
System Capacity Charge			
Residential-per ERC (GPD)	\$445.00	
All others-per gallon		\$	
Plant Capacity Charge			
Residential-per ERC (GPD)	\$	
All others-per gallon		\$	
Main Extension Charge			
Residential-per ERC (GPD)	\$	
All others-per gallon		\$	
or			
Residential-per lot (foot frontage)	\$	
All others-per front foot		\$	
Meter Installation Fee			
5/8" x 3/4"		\$	
1"		\$	
1 1/2"		\$	
2"		\$	
Over 2"		Actual Cost	
Customer Connection (Tap-In) Charge			
5/8" x 3/4" metered service		\$ 100.00	
1" metered service		\$ 130.00	
1 1/2" metered service		\$ 180.00	
2" metered service		ACTUAL COST	
Over 2" metered service		Actual Cost	
Back-Flow Preventor Installation Fee			
5/8" x 3/4"		\$	
1"		\$	
1 1/2"		\$	
2"		\$	
Over 2"		Actual Cost	
Plan Review Charge			
Refer to Rule		Actual Cost	
Inspection Fee			
Refer to Rule		Actual Cost	
Guaranteed Revenue Charge			
With Prepayment of Service Availability Charges:			
Residential-per ERC/Month (GPD)	\$	
All other-per gallon/month		\$	
Without Prepayment of Service Availability Charges:			
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month		\$	

LEASE AGREEMENT

This Lease Agreement made and entered into in duplicate this day of August, 1989 by and between SPRUCE CREEK DEVELOPMENT COMPANY OF OCALA, INC., 7753 S.W. S.R. 200, Ocala, Florida 32676, Telephone No. 904-854-2650, hereinafter referred to as "Lessors", and MARION UTILITIES, INC., 710 N.E. 30th Avenue, Ocala, Florida 32670, Telephone No. 904-622-1171, hereinafter referred to as "LESSEE."

WITNESSETH:

WHEREAS, "Lessor" is the owner of that certain real property described in paragraph 2 below and the developer of SPRUCE CREEK I, II, III and IV, single family residential sub-divisions located in Marion County, Florida, and

WHEREAS, "Lessee", is a water utility company certified to provide central water utility service to the homes located in SPRUCE CREEK I, II, III and IV by the Public Service Commission of the State of Florida, and

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

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions as described herein and other good and valuable consideration, receipt of which each of the parties hereto acknowledges receiving from the other. The

"Lessor" and the "Lessee" contract and agree as follows:

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

2. LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED

3. USE OF THE PREMISES: The "Lessee", its principles, officers, employees, agents and servants shall have access to and the right to utilize the above described premises for the purposes of providing, supplying and maintaining potable water to the individual residences located in SPRUCE CREEK I, II, III, & IV.

4. TERM OF LEASE: The term of this lease shall be for ten (10) consecutive years commencing on the date and year first above written in terminating the date and year ten (10) years hence.

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

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

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

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

WITNESSES:

Robert S. Kell

Edward C. Horton

LESSORS:

SPRUCE CREEK DEVELOPMENT COMPANY
OF OCALA, INC.

BY: Harvey D. ERP
HARVEY D. ERP President

LESSEE:

MARION UTILITIES, INC.

Robert S. Kell

Roxanne G. Grier

BY: [Signature]

EXHIBIT A

Legal Description:

Commence at the South 1/4 corner of Section 29, Township 16 South, Range 21 East; Thence N 89°30'57"W a distance of 490.00 feet to the point of beginning; thence N00°51'12"E a distance of 135.00 feet to a point in the Westerly boundary of Spruce Creek I, as recorded in Plat Book "Y", Pages 43 and 44; thence S89°30'57"E a distance of 95.00 feet; thence S00°51'12"W a distance of 135.00 feet to a point in the South boundary of Spruce Creek I; thence N89°30'57"W along said boundary a distance of 95.00 feet to the point of beginning. All being and lying in Marion County, Florida and containing 0.29 acres more or less.