

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL  
FILE COPY

IN RE: Application of )  
DECCA UTILITIES for Amendment of )  
Certificates 378-S and 447-W )  
in Marion County, Florida. )  
\_\_\_\_\_ )

Docket No. 970198-WS

APPLICATION FOR AMENDMENT OF CERTIFICATES

DECCA UTILITIES, ("Decca"), by and through its undersigned attorneys, and pursuant to Section 367.045, Florida Statutes, and Rule 25-30.036, Florida Administrative Code, files this Application for Amendment of Wastewater Certificate No. 378-S and Water Certificate No. 447-W to add territory located in Marion County, Florida, and in support thereof submits the following information:

1. The Utility's complete name and address is:

DECCA UTILITIES  
8865 S.W. 10th Lane  
Ocala, Florida 34481

2. The name and address of the person authorized to receive notices and communications in respect to this application is:

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

3. The proposed territory encompasses proposed commercial, medical and office subdivisions, and an assisted living facility. The need for water and wastewater service to the proposed territory is evidenced by the Utility Agreement among DECCA Utilities, and Carriage House of Ocala, L.C., Oak Ridge Development, Inc., and Intersection 200/484, Ltd., a copy of which is attached hereto as Exhibit "A".

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

4. To the best of applicant's knowledge, the provision of service would be consistent with the water and wastewater sections of the local comprehensive plan.

5. A legal description of the proposed territory is attached as Exhibits "B", "C", and "D" to Exhibit "A", attached hereto.

6. Applicant has the financial and technical ability to provide the needed service in the proposed territory. The respective developments within the proposed territory will construct the wastewater collection and water distribution systems within their respective developments, and connect them to Applicant's existing system so Applicant's financial obligations to serve the proposed territory are minimal. Applicant has been certificated by the Commission since 1985 and its technical ability is without question. Applicant is in compliance with all applicable regulatory and environmental laws.

7. A copy of the Warranty Deed evidencing Applicant's ownership of the land upon which the utility treatment facilities that will serve the proposed territory are located is attached hereto as Exhibit "B".

8. A map showing the proposed territory in relation to the existing territory is attached hereto as Exhibit "C".

9. Service to the proposed territory will not require the construction of a new wastewater treatment plant, nor the upgrading of the existing plant.

10. Applicant's water and wastewater facilities have capacities of 3.168 MDG and .8 MDG, respectively, and are operating

at 43% and 45%, respectively. The proposed territory expects to add approximately 50,000 gpd of demand on Applicant's water and wastewater plants.

11. No permits have yet been issued for the proposed systems to serve the proposed territory, but it is expected that a general permit will be utilized.

12. The developers will construct all wastewater collection and water distribution systems to serve their respective properties. Due to the relatively minor size of the proposed developments, the impact on Applicant's capital structure will be insignificant.

13. There will be no appreciable impact of the extension on the Utility's monthly rates and service availability charges.

14. The original and two copies of the proposed tariff sheets reflecting the proposed service area is attached hereto as Exhibit "D".

15. Attached as Exhibit "E" is an Affidavit that the individual notices, required by Rule 25-30.030, F.A.C., have been given.

16. The proof of publication of the notice, required by Rule 25-30.030 (2), F.A.C., will be filed as Late Filed Exhibit "F" when the publication has been completed.

17. The Utility's current certificates, Certificates Nos. 378-S and 447-S are attached.

18. The proposed territory will require approximately 50,000 gallons per day of water and wastewater service, thus the appropri-

ate filing fee of \$400 (\$200 for water and \$200 for wastewater) is attached.

Respectfully submitted on this  
14th day of February, 1997, by:

ROSE, SUNDSTROM & BENTLEY  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(904) 877-6555

By:   
MARTIN S. FRIEDMAN

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## UTILITY AGREEMENT

This Utility Agreement is made and entered into this 29 day of Jan 1997, by and among **DECCA UTILITIES CORPORATION**, a Division of Development & Construction Corporation of America, a Public Utility (hereinafter "Provider"), **CARRIAGE HOUSE OF OCALA, L.C.**, a Florida limited liability corporation (hereinafter "Carriage"), **OAK RIDGE DEVELOPMENT, INC.**, a Florida corporation (hereinafter "Development") and **INTERSECTION 200/484, LTD.**, a Florida limited partnership (hereinafter "Limited").

### WITNESSETH:

**WHEREAS**, Provider owns and operates a central water and sewer system in Marion County, Florida, and as such provides potable water and sewage disposal services to properties and occupants thereof in its approved area of service; and

**WHEREAS**, the Provider has designated an area depicted on the attached Exhibit "A" as a proposed new service area; and

**WHEREAS**, Carriage, Development and Limited will be the owners of portions of the real property located within the new service area designated above and propose to construct thereon commercial developments consisting of commercial, medical (subject to those usage limitations shown on attached Exhibit "E") and office subdivisions and an assisted living facility (the developments being hereinafter collectively referred to as the "Project"); and

**WHEREAS**, Carriage, Development and Limited desire to connect the Project to the water distribution and sewage disposal systems of the Provider; and

**WHEREAS**, the Project is of the character and the nature which is acceptable for the water and sewer systems of the Provider; and

**WHEREAS**, the Property Owners (as defined below) are willing to undertake construction of water and sewer systems upon their real property to connection point(s) in accordance with approved plans and specifications so as to enable the Provider to provide potable water to and accept untreated sewage from the Project, subject to the terms and conditions of this Agreement; and

WHEREAS, Provider is willing and able to provide potable water and sewage treatment plant capacity necessary to serve the Project; and

WHEREAS, the construction by the Property Owners of water and sewer systems within the boundaries of the respective parcels of real property will be in accordance with plans and specifications to be provided to the Provider, as set forth below in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable considerations, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. Incorporation of Recitals. The parties acknowledge that the above recitals are true and correct and their terms and provisions are incorporated herein for all purposes.

2. Definitions. For the purposes of this Agreement the following terms shall have the following definitions:

(a) Agreement. Shall refer to this Agreement, as it may from time to time be amended, modified, or supplemented pursuant to its terms and provisions.

(b) Carriage Parcel. Shall refer to the parcel of real property located in Marion County, Florida, which will be, as of the effective date of this Agreement, owned by Carriage, the legal description which is attached hereto as Exhibit "B".

(c) County. Shall refer to Marion County, a political subdivision of the State of Florida.

(d) DEP. Shall refer to the State of Florida Department of Environmental Protection.

(e) Development Parcel. Shall refer to the parcel of real property located in Marion County, Florida, which will be, as of the effective date of this Agreement, owned by Development, the legal description which is attached hereto as Exhibit "C".



(f) Limited Parcel. Shall refer to the parcel of real property located in Marion County, Florida, which will be, as of the effective date of this Agreement, owned by Limited, the legal description which is attached hereto as Exhibit "D, E".

(g) Parcel or Parcels. Shall refer, as applicable, to one or more of the parcels of real property referred to in this Agreement.

(h) Project Engineer. Shall refer to the professional engineer retained by each Property Owner to perform work with respect to that Property Owner's construction of a water and sewer system, which Project Engineer must be approved by Provider, which approval will not be unreasonably withheld.

(i) Property Owner or Property Owners. Shall refer, as applicable, to either Carriage, Development or Limited, or to all three parties.

(j) Provider's Sewer System. Shall refer to the sanitary sewage system owned and operated by Provider as of the date of this Agreement and any subsequent expansion of the same.

(k) Provider's Water System. Shall refer to the potable water system owned and operated by Provider as of the date of this Agreement and any subsequent expansion of the same.

(l) PSC. Shall refer to the State of Florida Public Service Commission.

(m) Sewer System. Shall refer to the sewer mains and lines, and related facilities (including lift stations) all as will be shown on plans, specifications and permits to be developed by each Property Owner.

3. Construction of Water and Sewer Systems. Each Property Owner agrees that with respect to the water system and the sewer system located within the boundaries of its respective Parcel, the Property Owner will construct the water and sewer systems in accordance with the following provisions:

(a) Construction. Each Property Owner will construct the water system and sewer system from and within the boundaries of its Parcel to the Provider's Water System and Provider's Sewer System in accordance with all permitted design drawings as approved by Provider. All plans, specifications and permits shall be developed by the Property Owner, at its expense, which shall be subject to the approval of Provider, which approval shall not be unreasonably delayed or withheld. The water system and the sewer system will be constructed in accordance with plans and specifications developed by the Project Engineer. The Provider shall sign permit applications associated with the construction of a water system or sewer system within seven (7) days after submittal from the Property Owner. Construction of the water and sewer system shall be undertaken by a licensed contractor, reasonably acceptable to Provider, and in accordance DEP regulations. The Project Engineer shall supervise the design, engineering and construction of the Project, and upon completion provide certification as to the compliance of the Project with the requirements set forth above. During construction the Project Engineer will make periodic inspections of the progress of construction for the purpose of certifying to the Property Owner and Provider, and any applicable regulatory agencies, that the construction is in substantial conformity with the plans and specifications and all applicable governmental regulations. Notice of such inspections and testing shall be given to the Provider and its designated representative, and Provider shall be permitted to participate in the same.

(b) Costs. The entire costs of the design, permitting and construction of the water and sewer systems shall be borne and paid for by each Property Owner with respect to its Parcel, subject to the terms and conditions contained in this Agreement. Notwithstanding the prior provisions of this sub-paragraph, however, the provisions of this sub-paragraph will not amend, terminate, alter or modify the terms of any separate agreement between Carriage, Development and Limited, or any (2) of the (3) designated parties, regarding separate agreements for reimbursement with respect to the costs of the design, permitting and construction of the water and sewer systems which are the subject-matter of this Agreement.

(c) Conveyance. Upon the completion of the water system and sewer system described in Section 3(a), supra, the Property Owner shall convey all of its rights, title, interest and warranties in the same to Provider, maintaining all of the rights provided to the Property Owner under the Provider's tariffs and/or PSC rules, or otherwise provided for herein. Provider shall accept the same from the Property Owner. The Property Owner



will execute such documents as are required by the Provider to effectuate the conveyance. Notwithstanding anything to the contrary hereinbefore set forth, acceptance of the water system and sewer system by the Provider, shall be, and is, contingent upon the following:

- i) The right of the Provider to inspect the installation of the water and sewer systems during construction;
- ii) The right of the Provider, upon completion of the water and sewer systems, to conduct reasonable tests on the same for a period not to exceed forty-five (45) days;
- iii) If during inspection, or upon testing, any defects are found, the correction of such defects by the Property Owner, at its expense, to the reasonable satisfaction of the Provider.

Each Property Owner shall warrant the water system and sewer system located on its respective Parcel against defects in materials and installation for a period of one (1) year from the date of acceptance of the system by Provider. Longer warranties provided by manufacturers, if any, shall be transferred to Provider where possible. Expenses for damages caused by Provider or any third party acting on behalf of Provider shall be paid for by Provider at Provider's sole cost and expense. After the acceptance of the water and sewer systems all costs and expenses associated with the operation and maintenance of said water and sewer systems shall be borne by Provider.

(d) As-Built Plans. The Property Owner shall provide Provider with a certified copy of as-built plans, certifications of completion, lien waivers, itemized cost accountings of the total system, and any other documentation reasonably required by Provider, in form acceptable to Provider.

(e) Easements. Subject to the terms and conditions contained herein, each Property Owner agrees to dedicate all non-exclusive easements as shown on the approved development plans, and which will not extend greater than eight (8) feet on each side of the installed systems on the Property Owner's property, as necessary for the ownership, maintenance, improvement, or replacement of the water system and sewer system, in perpetuity. Each Property Owner shall obtain a subordination from any holder of a

mortgage encumbering the Property Owner's Parcel, whereby any such mortgage is subordinated to the easements granted to Provider for the water system and sewer system. The easements shall be granted by separate instruments and also included in all final plats. The form of the easements and the methods by which they are granted must be approved by Provider's counsel on behalf of Provider.

(f) Provider Easements. The Provider shall obtain and provide to the Property Owner, at no cost to the Property Owner, any easements for the Project which must be obtained from Provider or entities related to or closely associated with Provider. Such easements shall specifically include easements for water mains and sewer mains from the boundaries of the Oak Run Development of Regional Impact to the central plants for the Provider's water system and sewer system.

4. Operation of Systems. The water and sewer systems constructed by the Property Owners under the terms of this Agreement shall be deemed incorporated into and a part of the Provider's water and sewer systems, after conveyance to Provider. Provider shall maintain and operate all water systems up to and including the metering devices and appurtenances. Provider shall maintain and operate all sewer systems up to the service line connection, including any sewage lift station. The water lines on the Property Owner's side of meter assembly, and gravity sewer lines from the Property Owner's buildings to the gravity sewer service line connection shall be operated and maintained by the respective Property Owner. To the extent possible all easements shall be located within road rights-of-way. In the event that Provider must damage or remove any Property Owner's asphalt, sidewalks or other improvements in order to make repairs to the system, the Provider shall obligated to replace such improvements as long as they were located within an easement area. Provider will have the exclusive operation and control of the systems. However, in no event shall the Provider authorize any person or entity to connect to the systems constructed by the Property Owners if such connection would exceed the available permitted capacity of the system, or would cause the Provider to not be capable of providing the capacity to the Property Owners which is reserved under the later provisions of the this Agreement. The Provider shall make diligent effort to provide water and sewer capacity at all times, such that no potential customer desiring to connect to the water system or sewer systems installed by any Property Owner shall be denied the authorization to do so, in accordance with the requirements set forth in this Agreement during the period of capacity reservation set forth elsewhere in this Agreement.

5. **Grant of Indemnity.** To the fullest extent granted by law each Property Owner shall defend, indemnify and hold harmless the Provider and the Provider shall indemnify, defend, and hold harmless each Property Owner from any and all injuries, liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including actual fees and expenses of attorneys, expert witnesses and other related costs) which may be imposed upon, incurred by or asserted against the other party arising from any negligent acts, errors, or omissions of the parties respective agents, employees, or subcontractors under this Agreement, including, by way of example and not limitation, the authorization, maintenance, inspection or repair of water or sewer lines, equipment or appurtenances, on the Parcel owned by that Property Owner, or not located on said Parcel, and any negligent act or omission of either party, and its employees, agents or subcontractors.

6. **Construction Sequence.** Because of the location of the respective Parcels owned by the Property Owners and their relationship to Provider's existing water and sewer systems, the construction and conveyance of water and sewer systems by the Property Owners under this Agreement shall be in accordance with the following provisions:

(a) Carriage House will be responsible for the construction of the water and sewer systems within the boundaries of its Parcel and to the points of connection to the existing systems owned and operated by Provider. If Carriage falls or refuses to undertake this construction, Development shall be authorized to undertake the required construction to extend a water main and sewer main to connect the water system and sewer system located on the Development Parcel to the points of connection to the existing systems operated by Provider.

(b) Development shall construct the water system and sewer system within the boundaries of the Development Parcel (if applicable, any construction undertaken by Development pursuant to the provisions of the preceding sub-section) and shall extend the water mains and sewer mains to the boundary between the Development Parcel and the Limited Parcel.

(c) Limited, or any successor-in-title to the Limited Parcel, will be responsible for the construction of the water system and sewer system within the boundaries of the Limited Parcel.

7. Charges for Provision of Services.

(a) Usage Rates. Monthly usage rates to be charged to each Property Owner, or their successors-in-title, will be those established by the Provider and shall be the same as those charged by the Provider to all other commercial customers located within the Provider's service area, and included within the Provider's PSC approved tariff as of the date of the signing of this Agreement, and any subsequent approved changes.

(b) Reservation; Connection Fees. Provider hereby reserves for the following Property Owners the following gallons per day of the capacity of its water treatment and distribution systems and its sewage collection, treatment and disposal systems:

i) Reservation of Capacity. Provider hereby reserves for the following Property Owners the following gallons per day of the capacity of its water distribution systems and its sewage collection, treatment and disposal systems:

	CAPACITY
• CARRIAGE .....	12,650 gpd
• LIMITED .....	13,800 gpd
• DEVELOPMENT .....	24,400 gpd

This reservation of capacity shall be effective for a period of five (5) years from the date of this Agreement. Prior to the expiration of this time period if the Property Owners (or successors-in-title to any portion of their respective Parcels) have not paid the required connection fee as stated in the Provider's tariffs (effective as of the date of the execution of this Agreement) for the reserved capacity, the reserved capacity shall revert to the Provider.

ii) Connection Fees. The connection fee, (meter installation) payable by each Property Owner with respect to any development of that Owner's Parcel (or any sub-Parcel thereof) shall be the connection fee stated in the Provider's tariff on the



date of the meter installation. The connection fee shall not be due and payable until the Provider installs a water meter for service to a Property Owner, a Parcel, or the owner of any sub-Parcel.

- (iii) Reversion of Capacity. Upon the determination by any Property Owner that the Property Owner cannot utilize the full number of gallons of reserved capacity as set forth in subparagraph (i) above, the Property Owner agrees to return all unused reserved capacity to Provider.

Payment of connection fees shall be due and payable upon the installation of the first water meter installed on each Property Owner's parcel. Upon the determination by any Property Owner that the Property Owner cannot utilize the full number of gallons of reserved capacity set forth above, the Property Owner agrees to revert all unused reserved capacity to Provider.

8. Service Area Extension. Provider agrees to diligently pursue PSC approval of the extension of Provider's service area to include the Parcels owned by the Property Owners, and other areas adjacent as described on Exhibit "A" attached hereto. The application shall be submitted to PSC within thirty (30) days of the date of the execution of this Agreement. Provider will make all reasonable efforts to expedite the process. The Property Owners agree to reimburse the Provider for a portion of the costs associated with securing approval of the proposed service area in accordance with the following provisions:

(a) Each Property Owner agrees that it will reimburse the Provider for twenty-five percent (25%) of the total out-of-pocket costs incurred by the Provider in securing approval of the proposed service area, up to a maximum reimbursement obligation of Two Thousand Five Hundred Dollars (\$2,500.00) per Property Owner.

(b) The Provider shall be responsible for all costs incurred with respect to the approval of the proposed service area above the maximum contributions set forth above.



The parties acknowledge the total development of the proposed service area (as shown on Exhibit "A") may be constructed in phases, and all parties agree to plan and design accordingly the economic welfare of all concerned.

9. Contingency. Notwithstanding any other provisions of this Agreement, the obligations of Provider and Property Owners under this Agreement shall be contingent upon (a) the acquisition by the Property Owners of all rights-of-way and easements necessary for the extension and construction of the water and sewer mains to the connecting points with the Provider's water and sewer system, and (b) Provider and Property Owners obtaining all other applicable permits from all other departments of the County, state or federal government necessary for the construction and installation of water and sewer mains as contemplated by this Agreement. The parties agree to utilize reasonable efforts to immediately undertake the acquisition of necessary rights-of-way and easements, as well as to obtain all necessary permits from all applicable governmental agencies. Provider and Property Owners agree to fully cooperate in these undertakings. If the Property Owners do not obtain the necessary rights-of-way and easements at reasonable costs then the terms of this Agreement shall become null and void.

10. Non-Performance/Catastrophe. In the event of the performance of this Agreement by any parties prevented or interrupted by a consequence of any cause beyond the control of any Property Owner or Provider, including but not limited to Acts of God, regulatory delays or the public enemy, or a natural emergency, allocation of other governmental restrictions on the use and availability of labor or materials, rationing, civil insurrection, riot, race or civil rights disorder or demonstration, strike, embargo, flood, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe, no party hereunder shall be liable to the other for such non-performance.

11. Exclusivity of Service. No Property Owner or anyone utilizing the services to be provided hereunder to the Property Owner by Provider shall install any well or septic system on property served by these water line and sewer line improvements for irrigation, potable water, or a private septic system, except as set forth below in this Section. The Property Owners or any successors-in-title thereto to all or any portion of their respective Parcels shall be allowed to install a single irrigation well (as to each Parcel) for the purpose of the irrigation of common areas for commonly-maintained landscaping areas for the

commercial, medical or office subdivisions located upon the Parcels, if the Property Owners or their successors-in-title obtain all permits necessary from any applicable governmental authority for the installation of such an irrigation well. These restrictions shall be included as restrictive covenants applicable to each Property Owner's Parcel. Any existing wells or septic systems shall be abandoned before the provision of service by Provider. If a Property Owner or any successor-in-title to a Property Owner desires to purchase water for irrigation purposes, a designated irrigation meter of suitable size shall be provided by Provider for the established fee as provided in Provider's tariff, which will not include sewer service charges as to the water used for irrigation purposes only. .

12. Covenants and Obligations Run With Land. The covenants and obligations of each of the Property Owners under the terms of this Agreement are appurtenant to, and shall run with, their ownership of their respective Parcels as described elsewhere in this Agreement. All rights, privileges, obligations and covenants of the Provider and Property Owners shall be binding upon and shall inure to the benefit of the Provider and the Property Owners and their respective assigns, successors-in-title, successors by merger, consolidation, conveyance or otherwise. The rights, privileges, obligations and covenants of the Provider and the Property Owners shall survive the completion of any work contemplated by the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of Provider, the Property Owners and their respective assigns, successors by merger, consolidation, conveyance or otherwise.

13. General Provisions.

(a) Governing Law. This Agreement shall be construed and enforced under the laws of the State of Florida regardless of who was more responsible for its preparation.

(b) Amendment. This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same format as this Agreement.

(c) Notices. Any notice required or permitted hereunder, and all demands and requests given or required to be given by any party to another party, shall be in writing unless otherwise provided for herein, and shall be deemed given when (a) received, if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express

(which term shall be deemed to include within it any other nationally recognized reputable firm of overnight carriers) one (1) day after depositing with Federal Express, charges pre-paid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered in the United States Postal Service, postage pre-paid, properly marked for certified or registered mail with request for return receipt. Notices shall be sent to the parties at the following addresses:

**AS TO PROVIDER:** 8865 S.W. 10th Lane  
Ocala, FL 24481

**AS TO CARRIAGE:** 23200 Camino Del Mar  
Boca Raton, FL 34433

**AS TO DEVELOPMENT:** P.O. Box 740180  
Ocala, FL 34478

**AS TO LIMITED:** P.O. Box 740180  
Ocala, FL 34478

Any party may change the address or addresses to which the notices to be sent, or the facsimile number, by giving written notice of such change to the other party in the manner provided for herein.

(d) **Severability.** All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

(e) **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

(f) **Time of Essence.** Time is of the essence with respect to all obligations arising under this Agreement.

(g) **Multiple Counterparts.** This Agreement may be executed in any number of multiple counterparts, each of which shall constitute a complete Agreement and all of which shall constitute the same Agreement.

(h) **Estoppel Certificates.** Each party agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) from time to time of any other party, it will timely issue at no charge to a prospective mortgagee of such other party or to a prospective purchaser or successor party to such other party, an estoppel certificate stating:

(1) whether the party to whom the request has been directed knows of any defaults by any party under this Agreement and if there are known defaults, specifying the nature thereof;

(2) whether this Agreement has been assigned, modified, or amended in any way by such party (and if it has, then stating the nature thereof);

(3) that to the best of the requested party's knowledge this Agreement as of that date is in full force and effect; and

(4) that to the best of the requested party's knowledge there are/are not any sums owed by any party.

Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in

no event subject the party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such party to disclose correct and/or relevant information.

(i) Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.

(j) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels or of any Parcel or portion thereof to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

(k) Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder to under applicable law by reason of any such breach.

(l) Entire Agreement. This Agreement supersedes all prior agreements or representations, either verbal or written, heretofore in effect between the Property Owner and Provider, made with respect to the matters contained herein, and when duly executed this Agreement constitutes the full agreement between Property Owners and Provider regarding its subject matter. No additions, alterations, or variations of the terms of this Agreement may be waived by any party, unless such additions, alterations, variations or waivers are expressed in writing in a written instrument duly executed by each affected party.



IN WITNESS WHEREOF the parties hereto have set their hand and seal on the date indicated.

Signed and delivered in our presence as witnesses:

DECCA UTILITIES CORPORATION, a Division of Development & Construction Corporation of America, a Public Utility

Philip C. Platt  
Print Name: Philip C. Platt

By: James A. Bell  
Print Name: James A. Bell  
Print Title: Secretary/Treasurer

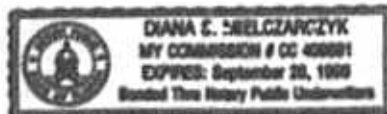
Linda Coble  
Print Name: Linda Coble

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing UTILITY AGREEMENT was acknowledged before me this 22nd day of January 1997, by James A. Bell as Secretary of DECCA UTILITIES CORPORATION, a Division of Development & Construction Corporation of America, a Public Utility, who is

- (a)  personally known to me OR  
(b)  produced \_\_\_\_\_ as identification.

Diana S. Milczarczyk  
Print Name: Diana S. Milczarczyk  
Notary Public, State of Florida  
Commission No.: CC 409891  
My commission expires: 9.26.98



**SIGNATURE PAGE TO UTILITY AGREEMENT**

Signed and delivered in our presence as witnesses:

**CARRIAGE HOUSE OF OCALA, L.C. a Florida limited liability corporation**

*Keri Bolain*  
Print Name: Keri Bolain

By: *Arthur Radice*  
Print Name: Arthur Radice  
Print Title: President

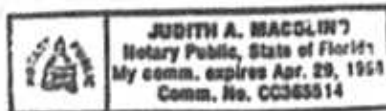
*Judith A. Macolino*  
Print Name: Judith A. Macolino

**STATE OF FLORIDA  
COUNTY OF MARION**

The foregoing **UTILITY AGREEMENT** was acknowledged before me this 29 day of January 1997 by Arthur Radice, as President of **CARRIAGE HOUSE OF OCALA, L.C., a Florida limited liability corporation, who is**

- (a)  personally known to me OR  
(b)  produced \_\_\_\_\_ as identification.

*Judith A. Macolino*  
Print Name: Judith A. Macolino  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



SIGNATURE PAGE TO UTILITY AGREEMENT

Signed and delivered in our presence as witnesses:

OAK RIDGE DEVELOPMENT, INC., a Florida corporation

Steven H. Gray  
Print Name: STEVEN H. GRAY

By: Jerome Glassman  
Print Name: Jerome Glassman  
Print Title: President

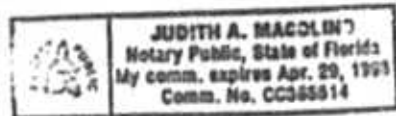
Judith A. Macolino  
Print Name: Judith A. Macolino

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing UTILITY AGREEMENT was acknowledged before me this 23rd day of January 1997 by Jerome Glassman, as President of OAK RIDGE DEVELOPMENT, INC., a Florida corporation, who is

- (a)  personally known to me OR
- (b)  produced \_\_\_\_\_ as identification.

Judith A. Macolino  
Print Name: Judith A. Macolino  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



SIGNATURE PAGE TO UTILITY AGREEMENT

Signed and delivered in our presence as witnesses:

Steven H. Gray  
Print Name: STEVEN H. GRAY

Judith A. Macolino  
Print Name: Judith A. Macolino

INTERSECTION 200/484 LTD., a Florida limited partnership

By: Jerome Glassman  
Print Name: Jerome Glassman  
Print Title: General Partner

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing UTILITY AGREEMENT was acknowledged before me this 23rd day of January 1997 by Jerome Glassman, as General Partner of INTERSECTION 200/484 LTD., a Florida limited partnership, who is

- (a)  personally known to me OR  
(b)  produced \_\_\_\_\_ as identification.

Judith A. Macolino  
Print Name: Judith A. Macolino  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**LIST OF EXHIBITS**

- EXHIBIT A. . . . .** Description of property in proposed service area
- EXHIBIT B. . . . .** Legal description of Carriage Parcel
- EXHIBIT C. . . . .** Legal description of Development Parcel
- EXHIBIT D. . . . .** Legal description of Limited Parcel
- EXHIBIT E. . . . .** Wastewater Quality Standards



**EXHIBIT "A"**

**"LEGAL DESCRIPTION OF PROPOSED SERVICE AREA"**

*SEE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS "B", "C" AND "D".*

EXHIBIT "B"

"LEGAL DESCRIPTION OF CARRIAGE PARCEL"

PARCEL 12

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S  $89^{\circ}16'55''$  W, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1542.52 FEET, TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 (100 FEET WIDE); THENCE S  $4^{\circ}39'25''$  W, ALONG SAID RIGHT-OF-WAY LINE, 100.00 FEET; THENCE S  $51^{\circ}36'26''$  E, 622.00 FEET, TO THE POINT OF BEGINNING; THENCE N  $4^{\circ}39'25''$  E, 450.00 FEET; THENCE S  $51^{\circ}36'26''$  E, 450.00 FEET; THENCE S  $4^{\circ}36'57''$  W, 1017.53 FEET; THENCE N  $48^{\circ}20'35''$  W, 450.00 FEET; THENCE N  $4^{\circ}39'25''$  E, 541.91 FEET, TO THE POINT OF BEGINNING.  
CONTAINING 10.37 ACRES, MORE OR LESS.

EXHIBIT "C"

"LEGAL DESCRIPTION OF DEVELOPMENT PARCEL"

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S 89°16'55" W, ALONG THE NORTH LINE OF SECTION 35 A DISTANCE OF 1542.52 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200; THENCE S 41°39'25" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE CONTINUE S 41°39'25" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1306.49 FEET; THENCE RUN S 48°20'35" E A DISTANCE OF 622.99 FEET; THENCE RUN N 41°39'25" E A DISTANCE OF 1341.91 FEET; THENCE RUN N 51° 36'26" W A DISTANCE OF 622.00 FEET TO THE PRINCIPAL POINT OF BEGINNING.

CONTAINING 18.88 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT "D"

"LEGAL DESCRIPTION OF LIMITED PARCEL"

PARCEL 6

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S 89°16'55" W, ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 1542.52 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 (100 FEET WIDE); THENCE S 41°39'25" W, ALONG SAID RIGHT-OF-WAY LINE 1606.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 41°39'25" W, ALONG SAID RIGHT-OF-WAY LINE 680.00 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE S 48°20'35" E, 400.00 FEET; THENCE N 41°39'25" E, 680.00 FEET; THENCE N 48°20'35" W, 400.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.24 ACRES, MORE OR LESS.

PARCEL 7

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S 89°16'55" W, ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 1542.52 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 (100 FEET WIDE); THENCE S 41°39'25" W, ALONG SAID RIGHT-OF-WAY LINE 2286.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 41°39'25" W, ALONG SAID RIGHT-OF-WAY LINE 651.71 FEET TO A POINT N 41°39'25" E, 1500.00 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-484 (100 FEET WIDE); THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE S 48°20'35" E, 400.00 FEET; THENCE N 41°39'25" E, 651.71 FEET; THENCE N 48°20'35" W, 400.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.98 ACRES, MORE OR LESS.

EXHIBIT "E"

WASTEWATER QUALITY STANDARDS

A. The Property Owners shall undertake whatever procedures are necessary in the inspection, policing, and regulation of all wastewater introduced into the wastewater collection systems to ensure that the quality of raw wastewater transmitted by the Property Owners to the Provider shall not exceed the following criteria:

(1)	BOD	350 ppm
	TSS	350 ppm
	Fats, Oil, Grease	50 ppm
	Hydrogen, Sulfide	3.00 ppm

(2) In addition, the wastewater shall not contain the following pollutants:

(a) Pollutants which create a fire or explosion hazard.

(b) Pollutants which will cause corrosive structural damage, but in no case discharge with pH lower than 5.5 or higher than 9.5.

(c) Solid or viscous pollutants in amounts which will cause interference with the operation of the treatment facilities.

(d) Any pollutant, including oxygen-demanding pollutants (BOD, etc.) released in a discharge of such volume or strength as to cause interference in the treatment facilities.

(e) Heat in amounts which will inhibit biological activity in the treatment facilities resulting in interference, but in no case heat in such quantities that the temperature at the treatment plant influent exceeds forty (40) degrees centigrade (one hundred four (104) degrees fahrenheit).

(f) Unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water.

(3) Concentrates in excess of the limits and constituent defined below shall not be allowed. Should these limits be exceeded, an immediate effort shall be made to eliminate the cause of the violation in a timely matter.

Antimony	1.00 ppm
Arsenic	0.25 ppm
Barium	10.00 ppm
Beryllium	0.25 ppm
Boron	1.00 ppm
Cadmium	0.70 ppm
Total Chromium	1.00 ppm
Cobalt	0.30 ppm
Copper	2.00 ppm
Cyanide	0.50 ppm
Lead	0.40 ppm
Lithium	0.03 ppm
Manganese	1.50 ppm
Mercury	0.005 ppm
Nickel	0.70 ppm
Selenium	0.50 ppm
Silver	0.50 ppm
Tin	5.00 ppm
Zinc	1.00 ppm
Total Metals	10.00 ppm
Fats, Oil and Grease	100.00 ppm
Iodine	10.00 ppm
Benzene Compounds	5.00 ppm
Carbon Tetrachloride	10.00 ppm
Chloroethylene Compounds	10.00 ppm
Chloroethene Compounds	5.00 ppm
Chloroethane Compounds	10.00 ppm
Chloroform	10.00 ppm
Pentachlorophenol	10.00 ppm
Total Phenol	0.50 ppm
Hydrogen Sulfide	6.00 ppm
COD	600 ppm
BOD	600 ppm
TSS	600 ppm



executive line

ROBERT GUYDEN HYDER  
Attorney At Law  
P. O. Box 2164  
Ocala, Florida 32678  
(904) 732-1868

10.50 R  
70 ds  
3.00 pc

# This Indenture,

(The words "grantor" and "grantee" herein shall be construed to include all parties and singular or plural as the context indicates.)

Made this 10th day of July 1985 . Between

DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida Corporation,

of the County of Marion, State of Florida, grantor, and

Decca Utilities Corporation, a Florida Corporation

whose post-office address is 8865 SW 104th Lane, Ocala, FL 32676  
of the County of Marion, State of Florida, grantee.

Witnesseth: That said grantor, for and in consideration of the sum of Ten and no/100----- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Marion County, Florida, to-wit:

See attached Exhibit A

BY Stanley S. Higgins DC

RECORDED AND INDEXED  
VERIFIED  
MARION COUNTY, FL

92-056603

1982 AUG 28 AM 8 18



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:  
Stanley S. Higgins  
Clerk of Court  
MARION COUNTY, FLORIDA

DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida Corporation (Seal)  
By: Kurbir Ghoshan (Seal)  
Kurbir Ghoshan, President (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 KURBIR GHOSHAN, President of DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same.  
WITNESS my hand and official seal in the County and State last aforesaid this 10 day of July, 1985.

Carol D. Robell  
Notary Public  
Notary Public, State of Florida at Large,  
My commission expires: My Commission Expires 7-1989



PK 1858:50367

# HALL, FARNER & ASSOCIATES

CONSULTING ENGINEERS  
&  
LAND SURVEYORS



2007 W. Butler St. LEESBURG, FLORIDA 32748  
(904) 787-8118

July 3, 1985

OAK RUN  
WATER PLANT NO. 1

LEGAL DESCRIPTION FOR BOUNDARY:

A part of Section 35, Township 16 South, Range 20 East, Marion County, Florida.

From the N.E. corner of Section 35, run S.89°16'55"W. along the North line of Section 35 a distance of 1542.52 ft. to the Southerly r/w line of S.R. No. 200; thence S.41°39'25"W. along said r/w line of S.R. No. 200 a distance of 300.00 ft.; thence S.51°36'26"E., 1727.49 ft.; thence S.0°16'18"W. a distance of 150.0 ft. to the Point of Beginning of this description; from said P.O.B., continue S.00°16'18"W. a distance of 400.00 ft.; thence S.89°43'42"E. a distance of 225.0 ft.; thence N.00°16'18"E. a distance of 400.00 ft.; thence N.89°43'42"W. a distance of 225.00 ft. to the aforementioned Point of Beginning.  
Containing approximately 2.07 acres.  
Subject to all easements, rights of way and restrictions of record.

OAK RUN  
WASTEWATER PLANT AND DISPOSAL SITE

LEGAL DESCRIPTION FOR BOUNDARY:

A part of Sections 35 and 36, Township 16 South, Range 20 East., Marion County, Florida.

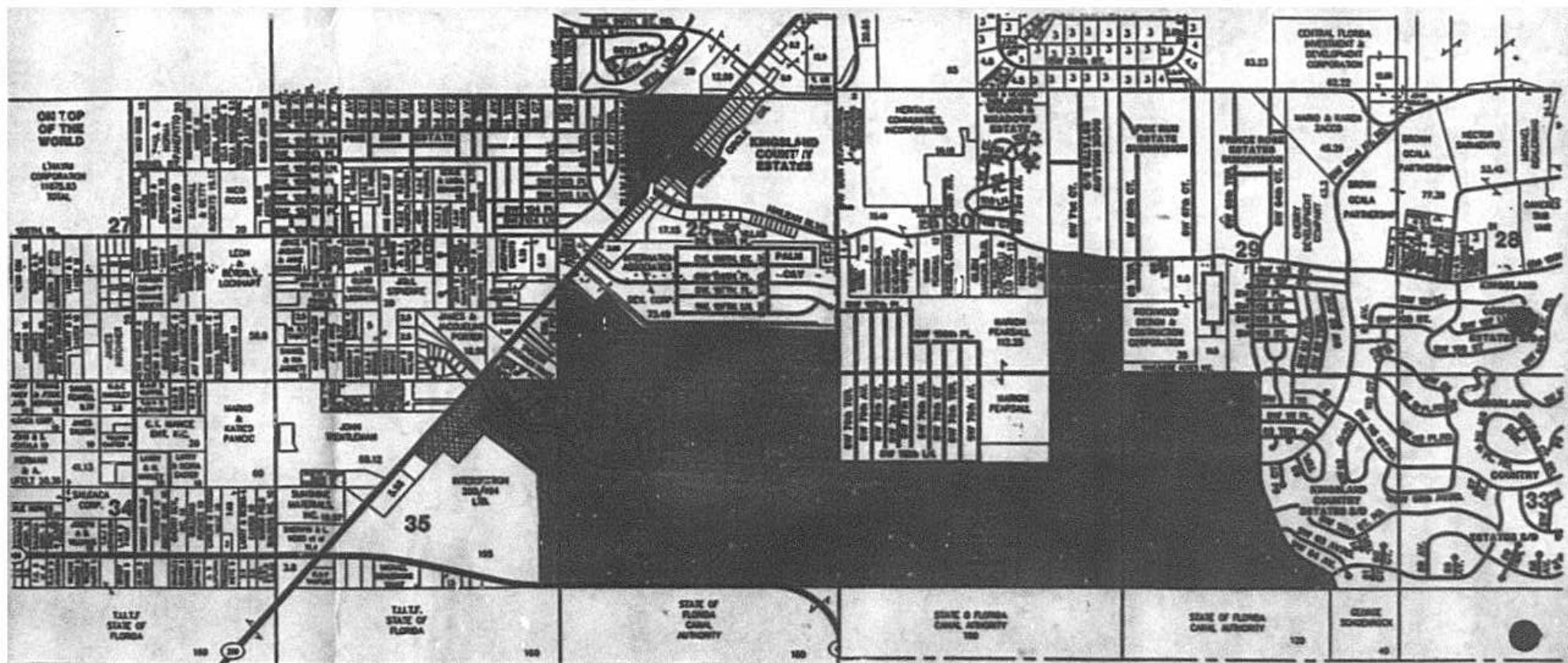
From the N.E. corner of Section 35, run S.89°16'55"W. along the North line of Section 35 a distance of 1542.52 ft. to the Southerly r/w line of of S.R. No. 200; thence S.41°39'25"W. along said r/w line of S.R. No. 200 a distance of 300.0 ft.; thence S.51°36'26"E., 1727.49 ft.; thence S.0°16'18"W. a distance of 742.93 ft. to the Point of Beginning of this description; from said P.O.B., continue S.00°16'18"W., a distance of 634 ft.; thence S.89°43'42"E., a distance of 345.00 ft.; thence S.00°16'18"W. a distance of 50.0 ft.; thence S.89°43'42"E. a distance of 1335.0 ft.; thence N.00°16'18"E., a distance of 684 ft.; thence N.89°43'42"E. a distance of 1680 ft. to the aforementioned P.O.B.  
Containing approximately 26.38 acres.  
Subject to all easements, rights of way and restrictions of record.

CERTIFIED: A TRUE COPY  
FRANCES E. THOMPIN, CLERK

EXHIBIT A

BY M. Alexander D.C.

0900000358



**TWP. 18S.-RNG. 21E.**  
**SOUTHWEST QUADRANT**  
**MARION COUNTY, FLORIDA**



**GENERAL LEGEND**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>ROAD RIGHT</li> <li>PRIVATE ROAD</li> <li>LAKE DITCH OR CITY STREET</li> <li>ALLEY OR PROPOSED ROAD</li> <li>INTERSTATE HIGHWAY</li> <li>FEDEAL HIGHWAY</li> <li>STATE HIGHWAY</li> <li>COUNTY ROAD</li> <li>RAILROAD</li> <li>SEWER OR DRAIN OR DITCH</li> <li>PIPE OR LAINE STRUCTURE</li> <li>CANAL</li> </ul> | <ul style="list-style-type: none"> <li>RAILROAD RIGHT</li> <li>COUNTY HIGHWAY</li> <li>STATE HIGHWAY</li> <li>SPUR AREA HIGHWAY</li> <li>CITY OR TOWNSHIP</li> <li>STATE LANE</li> <li>RAILROAD LANE</li> <li>RAILROAD SECTION OR BRANCH</li> <li>PROPOSED LANE</li> <li>LAKE OR POND</li> <li>DRAIN, DITCH OR DITCH IN PLANNING</li> </ul> |
|--|---|

**DECCA UTILITIES**  
**UTILITY SERVICE AREA**



**EXISTING SERVICE AREA**

**PROPOSED SERVICE AREA EXTENSION**



EXHIBIT "D"

DECCA UTILITIES  
WASTEWATER TARIFF

THIRD REVISED SHEET NO. 3.0  
CANCELS SECOND REVISED SHEET NO. 3.0

TERRITORY SERVED

CERTIFICATE NUMBER - 447-S

COUNTY - Marion

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
14701	08/09/85	850255-WS	Original
16626	09/23/86	860857-WS	Name Change
PSC-92-1169-FOF-WS	10/13/92	920579-WS	Amendment Amendment

(Continued to Sheet No. 3.1)

James Bell  
ISSUING OFFICER

Division Manager  
TITLE



LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
02/05/1997-04/05/1997

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 BELLEVUE  
5343 S.E. ABSHIER BLVD.  
BELLEVUE, FL 34420-3904

MAYOR, CITY OF DUNNELLON  
12014 SOUTH WILLIAMS STREET  
DUNNELLON, FL 34432

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

MAYOR, TOWN OF MCINTOSH  
P. O. BOX 165  
MCINTOSH, FL 32664-0165

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

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