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JOHN L. WHARTON

June 5, 1997

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Windstream Utilities Company; Docket No. 960867-WU
Application for Amendment to Certificate
Our File No. 26067.02

Dear Ms. Bayo:

In accordance with the Joint Motion for Continuance filed on May 22, 1997, I attended Tuesday's Marion County Commission meeting at which the Commissioners voted unanimously to adopt the Stipulated Agreement which reflects the settlement proposal recently entered into between Commissioner Randy Harris and Butch and Shari Dlouhy of Windstream Utilities. I have attached the Stipulated Agreement executed by the County Commission Chairman and Windstream.

ACK _____ In order to conform with the requirements of the settlement
AFA _____ agreement between Windstream and the County, I am attaching hereto
APP _____ a revised legal description as utilized in that settlement
CAF _____ agreement to reflect the amended area proposed for extension of
CMU _____ service area by Windstream. This legal description removes two
CTR _____ small parcels from the application of the Utility as previously
EAG _____ noticed, filed and as subsequently amended. Because this is only
LEG _____ a restrictive amendment, no further noticing should be required.
LIN _____ The map attached hereto also reflects the proposed service
_____ territory in conformance with that settlement agreement. I am also
_____ attaching revised tariff sheets to reflect this revision to the
_____ proposed territory.

_____ You and the members of the Staff should consider this letter
_____ as Windstream's restrictive amendment to its application for
_____ extension of service territory to include only the areas in the
_____ attached legal description and map. That restrictive amendment is,
_____ however, contingent upon receipt by you of the County's full
_____ withdrawal of their objection to that amendment application as

WAS
STH

DOCUMENT NUMBER DATE

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FPSC-RECORDS/REPORTING

Blanca S. Bayo, Director
June 5, 1997
Page 2

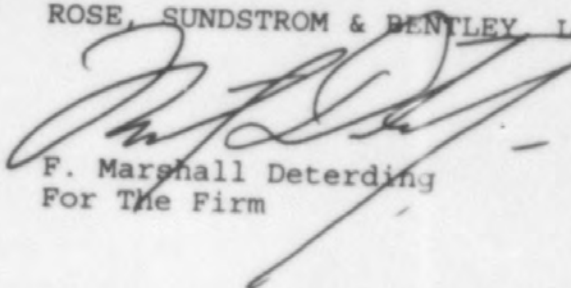
revised herein and their support of that application. You should be receiving something from Tom Cloud, attorney to Marion County, within the next couple of days in this regard.

With the receipt of the attached information and the Stipulated Agreement, as well as Mr. Cloud's withdrawal of objection by Marion County, this matter can now proceed directly to final action by the Commission. Because the Utility is preparing to immediately interconnect its systems through these proposed additional territories, we request that the Commission expeditiously handle the processing of this matter so that we can proceed with the construction of facilities to better provide service to the existing customer base as well as to prepare ourselves for service in the proposed territory.

Should you have any questions in this regard, please let me know.

Sincerely,

ROSE, SUNDSTROM & BENTLEY, LLP



F. Marshall Deterding
For The Firm

FMD/lts

Enclosures

cc: Donna Cyrus-Williams, Esquire
Thomas Cloud, Esquire
Ms. Billie Messer
Richard Redemann, P.E.
Shari and Butch Dlouhy
George McDonald, P.E.

FILE COPY

STIPULATED AGREEMENT

THIS AGREEMENT made and entered into this 3 day of June, 1997, by and between **MARION COUNTY**, a political subdivision of the State of Florida (hereafter the "COUNTY"), and **WINDSTREAM UTILITIES COMPANY**, a Florida corporation (hereafter "WINDSTREAM").

RECITALS

1. WINDSTREAM filed an Application for Amendment of Certificate No. 427-W to add territory in Marion County, Florida.
2. The COUNTY objected to WINDSTREAM's Application.
3. The parties have now agreed to resolve their differences through a territorial settlement.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable considerations received by each party from the other, the receipt and sufficiency of which are acknowledged, the parties do hereby agree as follows:

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

SECTION 2. RESOLUTION OF DISPUTE. It is in the best interest of both parties to resolve their dispute concerning the proposed provision of water service to various parcels of property within Marion County currently proposed for service by Windstream Utilities Company in PSC Docket No. 960867-WU, and for other parcels of property in the immediate vicinity thereof.

SECTION 3. MODIFICATION OF APPLICATION BY WINDSTREAM. Mindful of the cost of continued litigation and other valid considerations, Windstream agrees to modify its application currently pending before the Florida Public Service Commission in Docket No. 960867-WU in order to remove lands which the parties agree the County should be allowed to serve in exchange for Marion County agreeing to withdraw their protest in opposition to Windstream's application in Docket No. 96087-WU.

SECTION 4. ALLOCATION OF TERRITORY. Windstream, immediately upon approval of this agreement by the full Marion County Commission, will file an amendment to its application pending before the Florida Public Service Commission to include only the lands described by legal description in Exhibit "1" hereto and as

DOCUMENT NUMBER-DATE

05603 JUN-97

depicted on the map attached as Exhibit "2" hereto within its certificated water service area.

SECTION 5. COUNTY WITHDRAWAL OF PROTEST. Once the amended application referenced above is filed, the County will file its Notice of Withdrawal of Protest in Public Service Commission docket No. 960867-WU and to support Windstream's amended application contingent upon revision to that application in conformance with the territory outlined herein and in Exhibit "1" and "2" hereof and contingent upon the executed Stipulated Agreement.

SECTION 6. NO TERRITORIAL INVASIONS. Hereafter, neither party will invade the territory of the other or propose to provide water service to such territory of the other unless and until written authorization to do so is provided by the party whose service territory is in question.

SECTION 7. COOPERATION. To the extent the County or Windstream is unable to provide service to a portion of its territory as evidenced by a written statement directly to the other party of its inability or unwillingness to do so, the parties will cooperate to ensure that water service is provided by whoever is best able to do so in the quickest and most efficient manner.

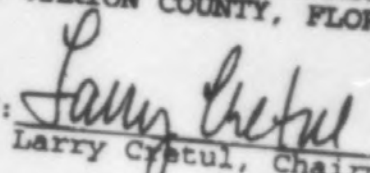
SECTION 8. SPECIFIC PERFORMANCE. The Stipulated Agreement shall be specifically enforceable in accordance with its terms by either party against the other by filing with the Fifth Judicial Circuit Court in and for Marion County, Florida."

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA


David Elfsperman, Clerk

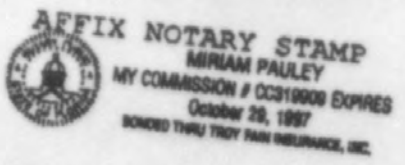
BY: 
Larry Cretul, Chairman

STATE OF FLORIDA
COUNTY OF MARION

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by LARRY CRETUL, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this 3rd day of June, 1997.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of June, 1997.

Miriam Pauley
Signature of Notary Public



Miriam Pauley
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:

[Signature]
EARL D. JUDD
(Print Name)

[Signature]
EARL D. JUDD
(Print Name)

WINDSTREAM UTILITIES COMPANY
BY: [Signature]
Sharon Dlouhy, its President
[Signature]
L. E. Dlouhy,
Remaining Stockholder

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF MARION

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by SHARON DLOUHY, President of Windstream Utilities Company, and L. E. DLOUHY, Vice President of Windstream Utilities Company, known to me to be the persons described in and who executed the foregoing, this 3rd day of May, 1997.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of May, 1997.



AFFIX NOTARY STAMP

Kathie L. Atkinson
Signature of Notary Public

Kathie L. Atkinson
Print Notary Name

My Commission Expires: _____
Commission No.: _____

Personally known, or
 Produced Identification
Type of Identification Produced _____

LEGAL DESCRIPTIONS:

THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA,
AND

SECTION 16, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND THAT PART OF SECTIONS
8, AND 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING SOUTH AND EAST OF STATE
ROAD 200.

EXCEPT THE FOLLOWING:

THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION
COUNTY, FLORIDA.

AND EXCEPT:

THE SOUTH 1/2 OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION
COUNTY, FLORIDA.

AND EXCEPT: *(DEER CREEK AND SOUTH EXCEPTION)*

THE WEST 1/2 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

AND EXCEPT: *(MARION LANDING AREA EXCEPTION)*

FROM THE S.W. CORNER OF THE S.E. 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY,
FLORIDA, AND THE POINT OF BEGINNING; RUN N 0°19'46" E FOR A DISTANCE OF 559.77 FEET TO A POINT ON THE
SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE RUN N 41°47'57" E ALONG SAID RIGHT-OF-
WAY LINE FOR A DISTANCE OF 1017.47 FEET TO A POINT; THENCE RUN S 0°26'05" W FOR A DISTANCE OF 1621.43
FEET TO A POINT ON THE SOUTH LINE OF THE S.E. 1/4 OF SAID SECTION 8; THENCE CONTINUE S 0°26'05" W FOR A
DISTANCE OF 1323.60 FEET TO A POINT; THENCE RUN S 89°43'37" E FOR A DISTANCE OF 651.34 FEET TO A POINT;
THENCE CONTINUE S 89°43'47" E FOR A DISTANCE OF 1377.18 FEET TO A POINT; THENCE RUN S 0°25'25" W, ALONG A
LINE PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF THE N.E. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH,
RANGE 21 EAST, FOR A DISTANCE OF 1321.19 FEET TO A POINT; THENCE RUN S 0°26'43" W, ALONG A LINE
PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF THE S.W. 1/4 OF SAID SECTION 17, FOR A DISTANCE OF
1321.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE
RUN S 89°59'04" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 2637 FEET * TO A POINT; THENCE CONTINUE
S 89°59'04" W FOR A DISTANCE OF 290.40 FEET TO A POINT; THENCE RUN N 0°31'41" E FOR A DISTANCE OF 1995.16
FEET TO A POINT; THENCE RUN N 89°45'19" E FOR A DISTANCE OF 290.40 FEET TO A POINT; THENCE RUN N 0°31'41" E
ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 17 FOR A DISTANCE OF 1987 FEET * TO THE POINT OF
BEGINNING.

ALL LYING AND BEING IN MARION COUNTY, FLORIDA.

EXHIBIT 1

EXHIBIT 2





EXISTING AND PROPOSED CERTIFICATED AREAS

MARION COUNTY
SERVICE AREA

MARION COUNTY
SERVICE AREA
10

MARION COUNTY
SERVICE AREA
20

LEGEND

	OTHER WFLAY SERVICE AREA EXCLUDED
	WINTERHAM LAYERS SERVICE AREA
	WINTERHAM PROPOSED SERVICE AREA
	MARION COUNTY SERVICE AREA



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LEGAL DESCRIPTION

THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

AND

SECTION 16, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND THAT PART OF SECTIONS 8, AND 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING SOUTH AND EAST OF STATE ROAD 200.

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THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

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ALL LYING AND BEING IN MARION COUNTY, FLORIDA.

WINDSTREAM UTILITIES COMPANY
WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

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ALL LYING AND BEING IN MARION COUNTY, FLORIDA.

Sharon Dlouhy
ISSUING OFFICER

President
TITLE