

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 71157-WS

APPLICATION FOR AMENDMENT OF CERTIFICATES

DECCA UTILITIES, ("DECCA" or "Utility"), 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, office buildings, and single family residential dwellings. The need for water and wastewater service to the proposed territory is evidenced by the fact that the owners or their representatives have

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FPSC RECORDS/REPORTING

contacted the Utility inquiring about the availability of water and wastewater service.

4. To the best of Utility's knowledge, the provision of service would be consistent with the water and wastewater sections of the local comprehensive plan. One of the purposes of this Application is to implement a Wholesale Water and Wastewater Supply Agreement entered into between DECCA and Marion County, a copy of which is attached hereto as Exhibit "A".

5. Legal description and sketches of the proposed territory are attached as Composite Exhibit "B".

6. Utility 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 Utility's existing system so Utility's financial obligations to serve the proposed territory are minimal. Utility has been certificated by the Commission since 1985 and its technical ability is without question. The Utility has engaged the engineering firm of Berryman & Henigar, the accounting firm of Cronin, Jackson, Nixon & Wilson, and the law firm of Rose, Sundstrom & Bentley, LLP, all of whom are experienced in the operation and regulation of water and wastewater utility systems. Utility is in compliance with all applicable regulatory and environmental laws. The systems are not under any Consent Order, nor subject to any Notices of Violation from any regulatory agencies. The Utility is in compliance with all DEP

staffing requirements for the operation of its water and wastewater plants and facilities.

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

8. A copy of the Marion County Property Appraiser's map showing the proposed territory is attached hereto as Exhibit "D". A full size copy of this map is being provided directly to Mr. Richard Redemann in the Division of Water and Wastewater.

9. Service to the proposed territory will not require the construction of a new water or wastewater treatment plant, nor the upgrading of the existing plants. The Utility's water and wastewater facilities have capacities of 3.168 MGD and .8 MGD, respectively, and are operating at 43% and 45% of capacity, respectively. It is the intent of this application that the existing service area and proposed service area will utilize all existing water and wastewater plant capacities. Effluent disposal is accomplished by a combination of Public Reuse Spray Irrigation and restricted access land application. Total capacity of effluent disposal is permitted at 0.8 MGD. The Public Access Spray Irrigation system, including the existing 9-hole executive golf course and driving range at Oak Run and the entrance boulevard, medians and shoulders. Future effluent disposal capacity expansion will include irrigation of a new 18-hole golf course and additional boulevard median areas.

10. Attached as Exhibit "E" is a copy of the map delineating all existing water and sewer lines for the existing service area. This map also delineates the locations of the existing water and wastewater treatment facilities. Proposed water and wastewater lines for the proposed territory have not been designed as of yet, and are therefore not depicted on this map. A full size copy of this map is being provided directly to Mr. Richard Fedemann in the Division of Water and Wastewater.

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 territory, there will be no material impact on Utility's capital structure.

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 "F". These tariff sheets presuppose that the amendment pending in Docket No. 971053-WS will be granted prior to that in this Docket.

15. Attached as Exhibit "G" 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 "H" when the publication has been completed.

17. Attached as Exhibit "I" is an Affidavit that the Utility has Tariffs and Annual Reports on file with the Commission.

18. Copies of the Utility's current certificates, Certificates Nos. 447-W and 378-S are attached as Exhibit "J". The originals of the Certificates were retained by the Commission in connection with Docket No. 971053-WS which is currently pending before the Commission.

19. The Utility's rates and charges were most recently established in PSC Order No. 15602 issued January 29, 1986. The most recent rate change is based upon application of the 1996 price index, bearing Division of Water and Wastewater file number WS-96-0122.

20. The proposed territory will have the proposed capacity to serve from 201 to 500 ERCs, thus the appropriate filing fee of \$1,000 (\$500 for water and \$500 for wastewater) is attached.

Respectfully submitted on this
3rd day of September, 1997, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

By 
MARTIN S. FRIEDMAN

100.50 Rec

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

RECORDED IN
RETURN

MARION COUNTY ATTORNEY'S OFFICE
601 S.E. 25TH AVE. - ROOM 108
OCALA, FLORIDA 34471-2690

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT

FILE: 97064767

08/13/97 16:15

OR BOOK/PAGE: 2398/1419

MARION COUNTY

For Recording Purposes Only

**MARION COUNTY/DECCA
WHOLESALE WATER AND WASTEWATER
SUPPLY AGREEMENT
CONTRACT NO. 97- /**

This Agreement is made and entered into this the 15 day of July, 1997, by and between DECCA UTILITIES CORPORATION, a Division of DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida corporation, whose principal place of business is 8865 Southwest 104th Lane, Ocala, Florida 32676, (hereinafter "DECCA") and MARION COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY").

RECITALS

1. The COUNTY, by virtue of legislative authority, is authorized and empowered to furnish retail water and wastewater service to individuals and corporations in the unincorporated areas throughout Marion County, Florida, and pursuant to such authority presently furnishes such services to customers within Marion County, Florida.



2. DECCA is an FPSC-regulated utility that is authorized and empowered to furnish water and wastewater service to individuals and corporations within its present and future certificated area in Marion County, Florida, and pursuant to such authority presently furnishes such services to customers in Marion County, Florida.

3. The COUNTY wishes to buy and DECCA wishes to sell "bulk" water and wastewater service capacity for use by the COUNTY in its State Road 200 Service Area subject to the terms of this Agreement.

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

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

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

SECTION 2. DEFINITIONS. The Parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise:

2.1. "Agreement" means this MARION COUNTY/DECCA WHOLESALE WATER AND WASTEWATER SUPPLY AGREEMENT CONTRACT NO. 97-____, or as it may from time to time be modified.

2.2. "GPD, ADF" means gallons per day, average daily flow.

2.3. "ERC" means equivalent residential connection, and for the COUNTY, one (1) ERC of Water Service Capacity equals 350 GPD, ADF (plus fire flows) and one (1) ERC of Wastewater Service Capacity equals 300 GPD, ADF.

2.4. "Sewage" or "Wastewater" means water-carried wastes from residences, business buildings, institutions, industrial establishments, and other customers, but does not mean or include hazardous or toxic wastes.

2.5. "Wastewater Service Capacity" means the volume of wastewater flow measured in GPD on an average annual basis, which DECCA provides and agrees to accept on a continuous basis into its wastewater system.

2.6. "Water Service Capacity" means the rate of water flow which can be pumped from the ground, treated, transmitted, and distributed, where such rate is

measured in GPD on an average daily flow basis, together with necessary fire flows, in accordance with applicable governmental regulations.

SECTION 3. PROVISION OF WHOLESALE POTABLE WATER AND WASTEWATER SERVICE. DECCA agrees to sell and the COUNTY agrees to buy in bulk potable Water Service Capacity for domestic, commercial, industrial and fire flow purposes and Wastewater Service Capacity (hereafter "Water and Wastewater Service") for resale by the COUNTY within the COUNTY's State Road 200 Service Area. DECCA shall continue to serve within its existing water and wastewater service area and those other areas as depicted on the map attached to and incorporated in this Agreement as Exhibit "A" hereto, which represents DECCA's current or to be amended FPSC-certificated service area. DECCA likewise agrees that it shall not increase its certificated area larger than the above stated or enter into any other bulk, wholesale agreements to provide water or wastewater services for resale by or to others. DECCA shall be the exclusive wholesale Water and Wastewater Service provider to the Service Area identified as Marion County Service Area depicted on Exhibit "A" subject to the following conditions:

(1) The COUNTY may request Water and Wastewater Service at any time in writing. DECCA shall respond in writing to the COUNTY within thirty (30) days after receipt of any such request as to whether said Service is available. If said Service is available, DECCA shall provide a timetable for providing said Service. If DECCA is unable to provide service within a reasonable time, then the COUNTY shall be free to pursue other options.

(2) DECCA shall deliver and provide Water and Wastewater Service, including all types of water and wastewater services, that is, both domestic, commercial, industrial and fire flow services to the extent of its ability to do so,

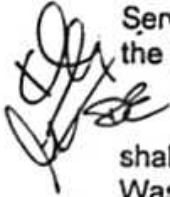
(3) DECCA agrees that the COUNTY may purchase Water and Wastewater Service at rates set forth below so that the COUNTY shall be the exclusive retail Water and Wastewater service provider within the area depicted on Exhibit "A" hereof,

(4) The parties agree, subject to FPSC approval, that these and future rates shall be based upon DECCA's actual and reasonable costs of service allocated in a just, fair, equitable, and non-discriminatory manner which is equal to (a) 80% of DECCA's retail water rates per 1,000 gallons and 80% of DECCA's retail wastewater rates per 1,000 gallons if no regulatory assessment fee is levied or charged to DECCA by the FPSC, or (b) 85% of DECCA's retail water rates per 1,000 gallons and 85% of DECCA's retail wastewater rates per 1,000 gallons if a regulatory assessment fee is levied or charged to DECCA by the FPSC. In no event shall the COUNTY have to pay all or any portion of such a regulatory assessment fee. Notwithstanding anything to the contrary, DECCA rates to the COUNTY are subject to current and future rates as promulgated and approved by the FPSC.

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(5) The COUNTY shall also pay a monthly base facility charge for Water and Wastewater Service based upon the meter size of the master meter(s) installed pursuant to Section 4 hereof, based upon FPSC approved tariffs.

(6) The COUNTY shall construct all necessary infrastructure (hereafter "COUNTY's Facilities") in order to connect into DECCA's existing pipelines and treatment plants (hereafter "DECCA's Facilities"), and receive Water and Wastewater Service from DECCA ~~at~~ its expense at reasonable points of connection to be agreed to by the parties, ~~at~~

 (7) In addition to the initial purchase set forth below, the COUNTY shall have the right to purchase additional Water Service Capacity (including fire flow) and Wastewater Service Capacity during the life of this Agreement upon payment of applicable plant capacity charges to DECCA as set forth in DECCA's FPSC-approved tariff. No other capital, connection, hydraulic, or main extension charges of any kind whatsoever will be charged to the COUNTY by DECCA. Each purchase by the COUNTY of ERCS of Water and Wastewater Service shall belong to and title shall be vested in the COUNTY perpetually. If DECCA wants to purchase said Water and Wastewater Service back from the COUNTY, DECCA shall pay and buy back such Water and Wastewater Service at the original cost per ERC paid by the COUNTY.

(8) The COUNTY hereby purchases and DECCA hereby reserves for the COUNTY the right to receive and resell up to an initial volume of Water and Wastewater Service of five hundred (500) equivalent residential connections ("ERCs") of Water Service Capacity and Five Hundred (500) ERCs of Wastewater Service Capacity. The COUNTY shall pay to DECCA the then applicable plant capacity charges as set forth in DECCA's tariff within one hundred eighty (180) days after the date of execution of this Agreement.

(9) DECCA agrees that the COUNTY shall have the right to make additional purchases of Water and Wastewater Service as, when, and in such increments as requested by the COUNTY. If the requested Water and Wastewater Service is then available for use, the COUNTY shall be entitled to the Water and Wastewater Service upon payment of then applicable plant capacity charges to DECCA. If said Water and Wastewater Service is not available for use by the COUNTY, DECCA shall notify the COUNTY thereof and be entitled to have the said Water and Wastewater Service available for use within twenty-four (24) months. At that time, the COUNTY shall have the option of paying applicable plant capacity charges when notified that said Water and Wastewater Service is available, or if the COUNTY wishes to participate in the cost of constructing the treatment plant capacities, it may elect in writing to pay its prorata share thereof; provided, however, that the expansion timing must be agreed to by the COUNTY and DECCA prior to DECCA's right to receive any COUNTY contributions therefor, and

(10) DECCA shall be responsible for obtaining any necessary governmental approvals including but not limited to approvals from the Florida Public

Service Commission ("FPSC"), the Florida Department of Environmental Protection ("FDEP"), and the Southwest Florida River Water Management District ("SWFWMD") and COUNTY agrees to assist DECCA in obtaining such approvals.

SECTION 4. METERING. The COUNTY shall initially install and conditionally convey to DECCA one six-inch diameter water meter and one three-inch diameter wastewater meter together with appurtenant equipment at the meter interconnection points as determined by the parties. The metering equipment shall be a standard make and type, installed at a readily accessible location, and shall record flow with an error not to exceed plus or minus 2% of the full scale reading, suitable for billing purposes. DECCA shall be responsible for the operation, maintenance and replacement of existing meters (other than upsizing). DECCA shall read the meters for billing purposes. At least once every calendar year, DECCA shall at its expense check the accuracy of the meters. The COUNTY or DECCA may at their separate expense, check the accuracy of the meters at any time at their respective expense. The inspecting party shall also be responsible for sealing or resealing the meter inspected by it, and shall provide at least three (3) days advance written notice to the other party prior to any inspection. If the meter is found to be in error exceeding 2% of true accuracy, it shall be recalibrated to the satisfaction of the parties. If such error of more than 2% is discovered, bills for one-half of the preceding period since the last meter check shall be adjusted to reflect the quantity of over read or under read exceeding 2%. In calculating such billing adjustments, it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy checks by either party; provided, however, that any such time interval shall not exceed 12 months, the 12 months to be the last 12 months prior to the date of the written notice of the inaccuracy. The volume used in the billing calculation shall be adjusted as described herein. Should the meters have to be replaced with larger meters, the COUNTY shall pay for the replacement meters but shall be entitled to take and keep as its property the replaced meters.

SECTION 5. PAYMENT OF BILLS. DECCA agrees to bill the COUNTY on a monthly basis. The COUNTY agrees to pay for all Water and Wastewater Service received from DECCA and agrees to make payments to DECCA within 20 days from the date the bill is rendered by DECCA. A past due notice will be mailed to the COUNTY after 20 days; if payment has not been received after sixty (60) days from the original bill, service may be disconnected and a late fee assessed as per FPSC regulations.

SECTION 6. STATUS OF CUSTOMERS. Upon connection to the COUNTY's system of any customers which utilize any purchase or sale of Water and Wastewater Service, those customers shall be and remain retail customers of the COUNTY and shall pay the COUNTY's rates, charges and deposits for water and wastewater service.

SECTION 7. PROVISION AND EXPANSION OF FACILITIES. DECCA shall provide wholesale Water and Wastewater Service Capacities as made available pursuant

to this Agreement to the COUNTY, its approved successors and assigns in the following manner and subject to the following terms and conditions:

7.1. Provision of COUNTY's Facilities. The COUNTY shall at its expense provide all necessary pipelines, pump stations, and necessary appurtenances so as to connect into DECCA's Facilities and receive the Water and Wastewater Service purchased in accordance with this Agreement.

7.2. Provision and Expansion of DECCA's Facilities. DECCA shall provide, expand, operate, maintain, and manage DECCA's Facilities in such a manner as to provide Water and Wastewater Service to the COUNTY hereunder. DECCA agrees not to charge the COUNTY and the COUNTY shall not be responsible for any costs to design and permit internal upgrades to DECCA's now existing transmission pipelines or pump stations necessary to provide the Water and Wastewater Service initially purchased by the COUNTY pursuant to Subsection 3(8). When internal upgrades to DECCA's existing transmission pipelines or pump stations reasonably necessary to provide the COUNTY Water Service Capacity and Wastewater Service Capacity are constructed, the COUNTY agrees to pay for the reasonable costs to construct DECCA Facilities upgrades necessary to provide Water and Wastewater Service to the area described in Exhibit "A" hereof, said cost for wastewater facilities not to exceed NINETY-THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$93,500.00) for Phases I and II as described in Exhibit "B" hereof to serve the eastern portion of the COUNTY's exclusive retail service area and for water facilities not to exceed FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) for Phase I to serve the initial Water Service Capacity and approximately ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) for Phase II Water facilities described in Exhibit "C" hereof if the COUNTY elects in its discretion not to construct off-site water supply facilities. DECCA shall be responsible for any expansions to DECCA's Water Supply and Wastewater Treatment Facilities in order to meet the needs of its customers and retail service area and the service needs of the COUNTY hereunder, but the COUNTY shall be responsible for paying its pro rata share of any expansions to DECCA's Facilities which are caused by any COUNTY request to purchase an increment of Water Service Capacity and Wastewater Service Capacity either through payment of applicable plant capacity charges or at the COUNTY's option, payment of the COUNTY's pro rata portion of the reasonable costs to construct the COUNTY's share of Water Service Capacity and Wastewater Service Capacity created by such expansion. Prior to construction of Water or Wastewater Capacity upgrades as a result of this Agreement, COUNTY shall review and approve construction costs. Such expanded Capacities paid for by the COUNTY shall in either case become the COUNTY's Capacities. Payment of plant capacity charges shall be as set forth in Section 3 hereof.

7.3. Ownership of Facilities. The facilities that constitute the internal upgrades to Phases I and II Wastewater as depicted in and described in Exhibit "B" and the internal grade upgrade to Phase I Water as depicted in and described in Exhibit "C" hereof shall be paid for by the COUNTY and shall become the property of DECCA. If the facilities that constitute Phase III Wastewater as depicted and described in Exhibit "B" and constitutes Phase II Water as depicted and described in Exhibit "C" hereof are needed, the said facilities shall be designed, permitted, constructed, owned, and operated by the

COUNTY. However, DECCA shall be permitted to connect into said pipeline (Phase III Wastewater) to accept sewage from and provide Wastewater Service to properties adjacent to said pipeline at no cost. DECCA agrees to cooperate with the COUNTY to enable design, permitting, construction, ownership and operation of said facilities Wastewater and Water by the COUNTY, including but not limited to approving permit applications and conveyance of necessary easements to the COUNTY.

7.4. Reserving Capacity. The COUNTY agrees to support any capacity reserving applications filed by DECCA for its treatment plants. To the extent FDEP determines wetted taps have been converted to flow, the COUNTY will recognize as purchasable the remaining capacity as capacity so long as FDEP approves and permits the reserving.

7.5. Execution of FDEP "Wet" Permits. Once Water and Wastewater Service Capacities are purchased by the COUNTY and COUNTY prepares and submits the necessary state application forms, DECCA agrees to process, execute, and forward to the COUNTY within fifteen (15) business days after receipt thereof to FDEP applications to construct necessary collection, distribution and transmission systems.

SECTION 8. ADDITIONAL RAW WATER AND RECLAIMED WATER. DECCA and the COUNTY will discuss raw water and reclaimed water facilities over the next calendar year following the date of execution of this Agreement.

SECTION 9. WASTEWATER QUALITY STANDARDS. It is anticipated that only domestic waste will be presented to the sanitary sewer system, however, in the event industrial waste is produced, the entity producing the industrial waste agrees to pretreat said waste to the requirements of the Marion County Industrial Pretreatment Ordinance and the Department of Environmental Protection prior to any transmission to the sanitary sewer system contemplated by this Agreement.

SECTION 10. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective successors, heirs and assigns.

SECTION 11. ASSIGNMENTS. The COUNTY and DECCA shall both have the right to independently assign or transfer all or any part of this Agreement, and the rights, duties and obligations hereunder to any properly authorized commission, authority, or other public or private agency, corporation or individual empowered by law and financially able

to effect the purposes of this Agreement, which must assume, and thereafter be exclusively responsible for the performance of the terms of this Agreement to be performed by the COUNTY or DECCA. This Agreement is binding upon and shall inure to the parties and to their respective successors, heirs and assigns, and runs with land, facilities, and other assets of DECCA's water and wastewater system and the COUNTY's water and wastewater system.

SECTION 12. SERVICE STANDARDS. Each of the parties hereto agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of Water and Wastewater Service to the public. Under any interconnection accomplished hereunder, however, the provider does not guarantee any special service, pressure, quality, capacity, availability or other facility other than what is required to fulfill the provider's duty of reasonable care to those to whom it provides water and wastewater service.

SECTION 13. SPECIFIC PERFORMANCE. The parties hereto agree and acknowledge that this Agreement constitutes an asset to both parties which runs with the land upon which DECCA's water and wastewater system and the COUNTY's water and wastewater system and all assets thereto appertaining are located and which cannot be severed therefrom. The COUNTY and DECCA shall have the right in addition to any other legal and equitable remedies to specifically enforce this Agreement, as well as the right to any taking or acquisition proceeding which could cause the severance referred to herein.

SECTION 14. NOTICE: PROPER FORM. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

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

with a copy to: Thomas A. Cloud, Esq.
Gray, Harris & Robinson, P.A.
201 East Pine Street, Suite 1200
Orlando, Florida 32801

DECCA: Development & Construction Corporation of America
8865 Southwest 104th Lane
Ocala, Florida 32676
Attention: Kulbir Ghumman, President and Chief

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Executive Officer

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with a copy to:

Martin S. Friedman, Esquire
2548 Blairstone Pines Drive
Post Office Box 1567
Tallahassee, FL 32302-1567

SECTION 15. RECORDATION. This Agreement shall be recorded by the COUNTY at its expense in the Public Records of Marion County, Florida.

SECTION 16. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 17. DISCLAIMER OF SECURITY. Notwithstanding any other provisions of this Agreement, DECCA and the COUNTY expressly acknowledge: (1) that they have no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement; and (2) that their rights to any payments under this Agreement are subordinate to the rights of all holders of any revenue bonds, or notices of the other, whether currently outstanding or hereafter issued.

SECTION 18. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 20. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the COUNTY formally executes this Agreement, and shall continue in full force and effect perpetually unless terminated pursuant to Section ~~21~~²² hereof or unless the COUNTY acquires the System.

SECTION 21. NOTICE; DEFAULT. Each of the parties hereto shall give the other party(ies) written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 22. CONDITIONS SUBSEQUENT TO EFFECTIVENESS OF THIS AGREEMENT. This Agreement shall terminate at the option of either party in the event either or ~~both~~^{all} of the following ~~two~~^{three} events do not take place by the dates set forth hereinbelow:

[Handwritten signatures and initials]
9

(1) Approval of this Agreement by the FPSC on or before hundred eighty (180) days following the date of the execution of this Agreement; provided, however, if DECCA fails to obtain FPSC approval of this Agreement within said time frame, it shall refund any monies previously paid by the COUNTY to DECCA by virtue of this Agreement, and

(2) The COUNTY fails to connect to DECCA's Facilities within one year after the date of execution of this Agreement. If the COUNTY fails to connect to DECCA's Facilities within one (1) year after the date of execution hereof, then DECCA shall likewise refund any monies previously paid by the COUNTY to DECCA by virtue of this Agreement with exception to infrastructure upgrade costs incurred as identified in Section 7.2 hereof, and

of
specific in (3) section 9 of this Agreement
SECTION 23. AMENDMENTS. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendments.

SECTION 24. ENTIRE AGREEMENT. EFFECT OF AGREEMENT. This instrument constitutes the entire agreement between the COUNTY and DECCA and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

SECTION 25. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 26. EXERCISE OF POLICE POWER. Without limiting the obligations of either party under this Agreement, nevertheless, nothing contained in this Agreement shall be construed to require either the COUNTY or the FPSC to exercise the police power, and nothing herein shall act as a waiver of the COUNTY's or the FPSC's authority to require any permit, license, certificate, approval, exception, or variance of any kind applicable to similar projects and uniformly imposed by the COUNTY or the FPSC.

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

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WITNESSETH:

DECCA UTILITIES CORPORATION, a
Division of DEVELOPMENT &
CONSTRUCTION CORPORATION OF
AMERICA

x James A. Bell

BY: Kulbir Ghuman
Kulbir Ghuman, President and
Chief Executive Officer

Name: James A. Bell

x Chuck A. Pigeon

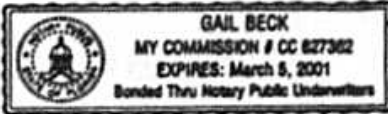
DATE: 6-20-97

Name: Chuck A. PIGEON

[CORPORATE SEALS]

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this day of
June 30th, 1997, by Kulbir Ghuman, as President of DECCA UTILITIES
CORPORATION and DEVELOPMENT & CONSTRUCTION CORPORATION OF
AMERICA, a Florida corporation, on behalf of the corporation.



AFFIX NOTARY STAMP

Gail Beck
Signature of Notary Public
Gail Beck

(Print Notary Name
My Commission Expires: March 2001
Commission No.: 627382

Personally known, or
 Produced Identification
Type of Identification Produced

MARION COUNTY, FLORIDA

BY: Larry Cretul
Larry Cretul
County Chairman

DATE: 7/16/97

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OR BOOK/PAGE: 2398/1429

STATE OF FLORIDA
COUNTY OF MARION

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Larry Cloud, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this 16 day of July, 1997.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of July, 1997.



MIRIAM PAULEY
MY COMMISSION # CC319909 EXPIRES
October 29, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

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 _____

AFFIX NOTARY STAMP

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

July 11, 1997
Thomas A. Cloud
Thomas A. Cloud, Utility Counsel

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Future Water and Sewer System Analysis

TECHNICAL MEMORANDUM

for
DECCA Utilities

FILE: 97064767
OR BOOK/PAGE: 2398/1432

14 of 22

Sanitary Sewer Collection/Transmission System

The existing and proposed wastewater collection and transmission system for the Oak Run Development is shown on the attached Exhibit "B", Page 4 of 4. This Exhibit illustrates the existing gravity system which is interconnected by a series of force mains. This system along with proposed additions will be adequate to serve the build-out of Oak Run.

In order to predict the impact of the addition of the new service area and future locations of force mains we have analyzed the system in three phases. Currently the existing Neighborhoods 20 and 21 and future Neighborhoods 22 and 23 are served by the existing master lift station No. 21. This lift station utilizes a 10-inch force main to direct the wastewater flows from these neighborhoods to the master lift station L 14. This lift station collects the flows from lift station 21 as well as existing Neighborhoods 14, 15, 16, 17, 18, 19 and future neighborhood 24 and sends this flow to the wastewater treatment plant through a 12-inch force main.

In order to upgrade the DECCA system to handle the Phase I service area increase, a 10-inch force main would need to be installed from L.S. 21 to the east boundary of Oak Run. This would allow an offsite lift station to pump directly into L.S. 21.

For the phase II service area increase of 500 units, the DECCA system would need to be upgraded by installing two new pumps and a control panel at L.S. L14. This would create the system capacity to handle the buildout of Oak Run and a total of 500 units offsite.

For phase III, which is the total buildout of the service area, we first looked at the probable number of future units. Based on possible lot combinations and zoning, we see the potential for 8,170 units. However, due to existing septic tanks and existing large lot sizes we assumed a total of 6,000 units would be an appropriate number of units to determine total flows for the service area. Based on the flows calculated from 6,000 units, and the county requirement of 300 gpd/ERU we determined that the existing 12-inch force main from L.S. L14 to the wastewater treatment plant would not be adequate to carry the anticipated flows plus the flows from the Oak Run Development. Due to the high cost to completely upgrade both L.S. L14 and L.S. 21 plus installation of new force mains, we determined the most cost effective solution would be to route the service area flows to the SR 200 corridor and then directly into the DECCA Utilities wastewater treatment plant. Based on these anticipated flows an 18 inch force main would be required from the DECCA WWTP along SR 200 to the intersection of SW 103 Street Road. At this point it is anticipated that the force main would split with 12 inch force mains going north and west to pick up flows from various sub areas within the overall service area.

Attached is a cost estimate of the required construction improvements. The attached map labeled "DECCA Utilities Exclusive Wholesale Wastewater System Service Area" shows a possible layout of future force mains to convey the service area flows to The DECCA Wastewater Treatment Plant.

PRELIMINARY OPINION OF COST OF WASTEWATER SYSTEM UPGRADES

PHASE 1 ADD 10 INCH FORCE MAIN FROM L.S. 21 TO OAK RUN EAST BOUNDARY

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimate</u>
10 inch Force Main	1350	LF	\$ 16.00	\$ 21,600.00
10 inch Valve	1	EA	\$ 1,200.00	\$ 1,200.00
Tie-In	1	EA	\$ 2,000.00	\$ 2,000.00
Pressure Testing	1350	LF	\$ 0.30	\$ 405.00
Video	1350	LF	\$ 0.15	\$ 202.50
Open Cuts	1350	LF	\$ 1.50	\$ 2,025.00
Misc.	1	LS	\$ 1,000.00	\$ 1,000.00
General Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
Jack & Bore	1	LS	\$ 3,000.00	\$ 3,000.00
			Subtotal	\$ 33,932.50
			Mob./Demob./Gen. Req. @ 8%	\$ 2,714.60
			Subtotal	\$ 36,647.10
			Contingency @ 20%	\$ 7,329.42
			Engineering, Permitting, Const. Admin	\$ 5,000.00
			Total	\$ 48,976.52

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OR BOOK/PAGE: 2398 / 1433

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PHASE 2 ADD NEW PUMPS AND CONTROL PANEL TO L.S. L14

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimate</u>
40HP Hydromatic Pumps	2	EA	\$ 9,000.00	\$ 18,000.00
Control Panel	1	EA	\$ 6,000.00	\$ 6,000.00
Installation	1	EA	\$ 5,000.00	\$ 5,000.00
Misc.	1	LS	\$ 1,000.00	\$ 1,000.00
General Restoration	1	LS	\$ 500.00	\$ 500.00
			Subtotal	\$ 30,500.00
			Mob./Demob./Gen. Req. @ 8%	\$ 2,440.00
			Subtotal	\$ 32,940.00
			Contingency @ 20%	\$ 6,588.00
			Engineering, Permitting, Const. Admin	\$ 5,000.00
			Total	\$ 44,528.00

PHASE 3

ADD 18 INCH FORCE MAIN FROM SR 200 TO DECCA WWTP

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimate</u>
18 Inch Force Main	3300	LF	\$ 30.00	\$ 99,000.00
18 Inch Valve	1	EA	\$ 4,000.00	\$ 4,000.00
Tie-In	1	EA	\$ 2,000.00	\$ 2,000.00
Pressure Testing	3300	LF	\$ 0.30	\$ 990.00
Video	3300	LF	\$ 0.15	\$ 495.00
Open Cuts	3300	LF	\$ 1.50	\$ 4,950.00
Misc.	1	LS	\$ 3,000.00	\$ 3,000.00
General Restoration	1	LS	\$ 25,000.00	\$ 25,000.00
			Subtotal	\$ 139,435.00
			Mob./Demob./Gen. Req. @ 8%	\$ 11,154.80
			Subtotal	\$ 150,589.80
			Contingency @ 20%	\$ 30,117.96
			Engineering, Permitting, Const. Admin	\$ 15,000.00
			Total	\$ 195,707.76

FILE: 97064767
OR BOOK/PAGE: 2398 / 1434

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Future Water and Sewer System Analysis

TECHNICAL MEMORANDUM

for

DECCA Utilities
8865 S.W. 104th Lane
Ocala, Florida 34481

Water Distribution System

The existing and proposed water distribution system for the Oak Run Development is shown on the attached Exhibit "C", Page 3 of 3.

Phase One of Two, would consist of upgrading the proposed 8" water main along the eastern 500 feet of SW 115th Street Road to a 12" water main. This would be the only cost for Phase One.

After this initial cost, the existing DECCA water distribution system would then be adequate to handle an additional 500 ERC's off-site.

Phase Two, includes a total build out of the service area with a potential of approximately 8,000 units. Using a peak factor of 0.9 gallons per minute per unit, we anticipate a peak flow rate of approximately 7,000 gpm. To provide this flow, a 24" line water main would have to be installed from the existing DECCA Utilities water supply facility to SR200. A new 12" water main from the water supply facility to the existing system would also have to be added to increase the pressure in the existing system. In addition, a proposed 8-inch main will need to be upgraded in a future phase of Oak Run and connected to S.W. 103 Street Road. This will give three (3) offsite connections to the Oak Run system. A 24-inch connection on State Road 200, a 12-inch connection at the east end of Oak Run and a 12-inch connection to the north of Oak Run on S.W. 103 Street Road. The attached map labeled "DECCA Utilities Exclusive Wholesale Water System Service Area" shows a possible layout of future water mains to supply water to the service area.

FILE: 97064767
JR BOOK/PAGE: 2398 / 1437

PRELIMINARY OPINION OF COST OF WATER SYSTEM UPGRADES

PHASE 1 UPGRADE 8 INCH MAIN TO 12 INCH MAIN ON EAST END OF MAIN BLVD.

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimate</u>
Upgrade 8" Main to 12" Main	500	LF	\$ 6.00	\$ 3,000.00
Upgrade Fittings and Valves to 12"	1	LS	\$ 2,000.00	\$ 2,000.00
Pressure Testing	500	LF	\$ 0.30	\$ 150.00
Misc.	1	LS	\$ 1,000.00	\$ 1,000.00
			Subtotal	\$ 6,150.00
			Mob./Demob./Gen. Req. @ 8%	\$ 492.00
			Subtotal	\$ 6,642.00
			Contingency @ 20%	\$ 1,328.40
			Engineering, Permitting, Const. Admin	\$ 6,000.00
			Total	\$ 13,970.40

FILE: 97064767
OR BOOK/PAGE: 2398/1438

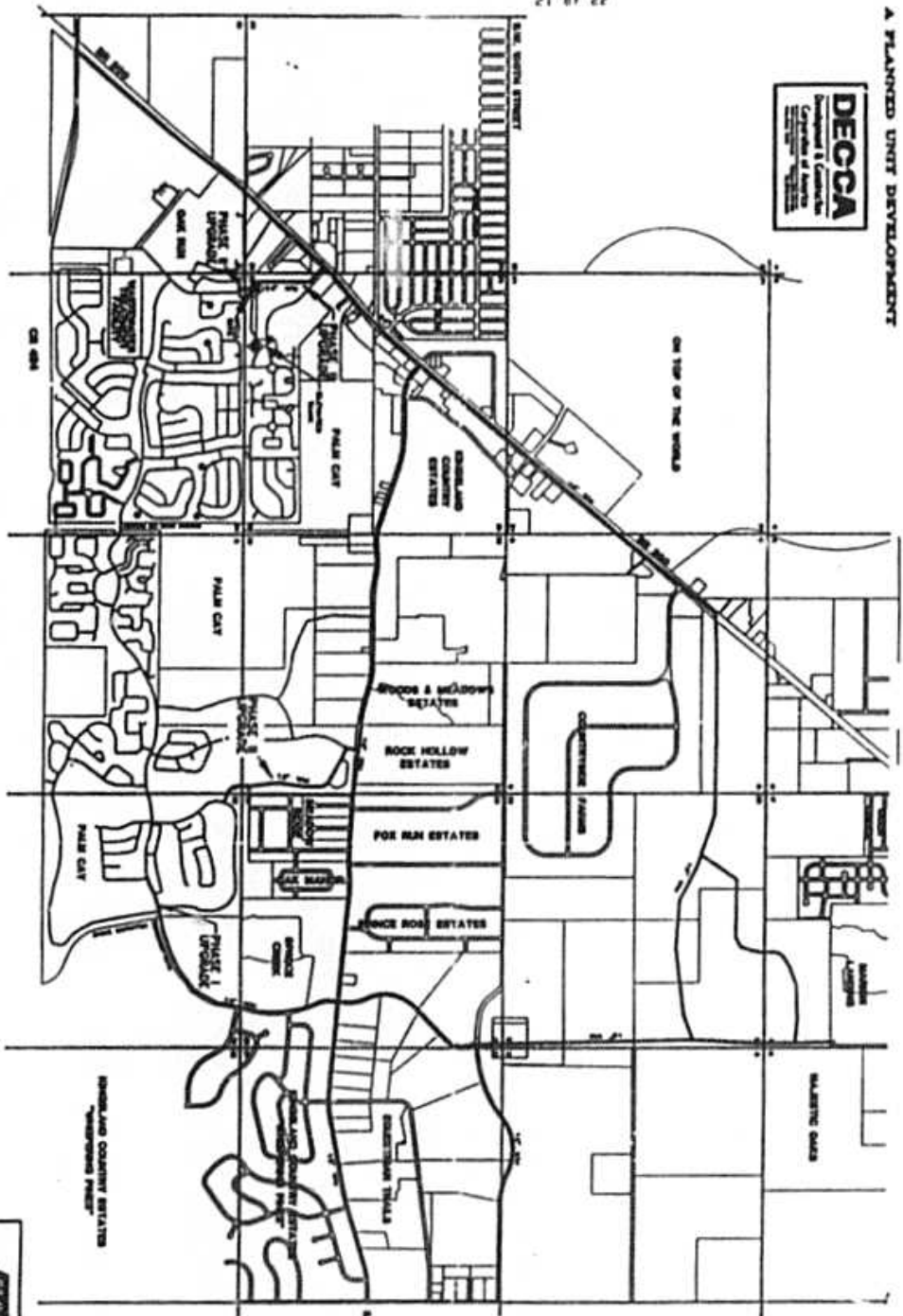
20 of 22

PHASE 2 ADD 24 INCH MAIN FROM WATER PLANT SITE TO SR 200, ADD 12 INCH MAIN FROM ELEVATED TANK TO EXISTING MAIN, UPGRADE 8 INCH MAIN FROM NE SECTION OF OAK RUN TO SW 103 STREET ROAD

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimate</u>
24" DIP Water Main	1300	LF	\$ 36.00	\$ 46,800.00
24 inch Valve	1	EA	\$ 5,000.00	\$ 5,000.00
12" PVC Water Main	800	LF	\$ 18.00	\$ 14,400.00
12" Valve	2	EA	\$ 1,500.00	\$ 3,000.00
12" Wet Tap	1	EA	\$ 3,000.00	\$ 3,000.00
Jack & Bore (12" Main)	1	EA	\$ 3,000.00	\$ 3,000.00
Upgrade 8" Main to 12" Main	3350	LF	\$ 6.00	\$ 20,100.00
Upgrade Valves and Fittings	1	LS	\$ 14,000.00	\$ 14,000.00
Pressure Testing	5450	LF	\$ 0.30	\$ 1,635.00
Open Cuts	2100	LF	\$ 1.50	\$ 3,150.00
Misc.	1	LS	\$ 3,000.00	\$ 3,000.00
General Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
			Subtotal	\$ 119,585.00
			Mob./Demob./Gen. Req. @ 8%	\$ 9,566.80
			Subtotal	\$ 129,151.80
			Contingency @ 20%	\$ 25,830.36
			Engineering, Permitting, Const. Admin	\$ 20,000.00
			Total	\$ 174,982.16

W Oak Run

A PLANNED UNIT DEVELOPMENT



FILE: 97864767
 OR BOOK/PAGE: 2398/1440

DECCA UTILITIES
 EXCLUSIVE WHOLESALE
 WATER SYSTEM
 SERVICE AREA



- LEGEND:
- 2-4" WM
 - 6" WM
 - 12" WM
 - 18" WM
 - 24" WM
 - 36" WM
 - 48" WM
 - 60" WM
 - 72" WM

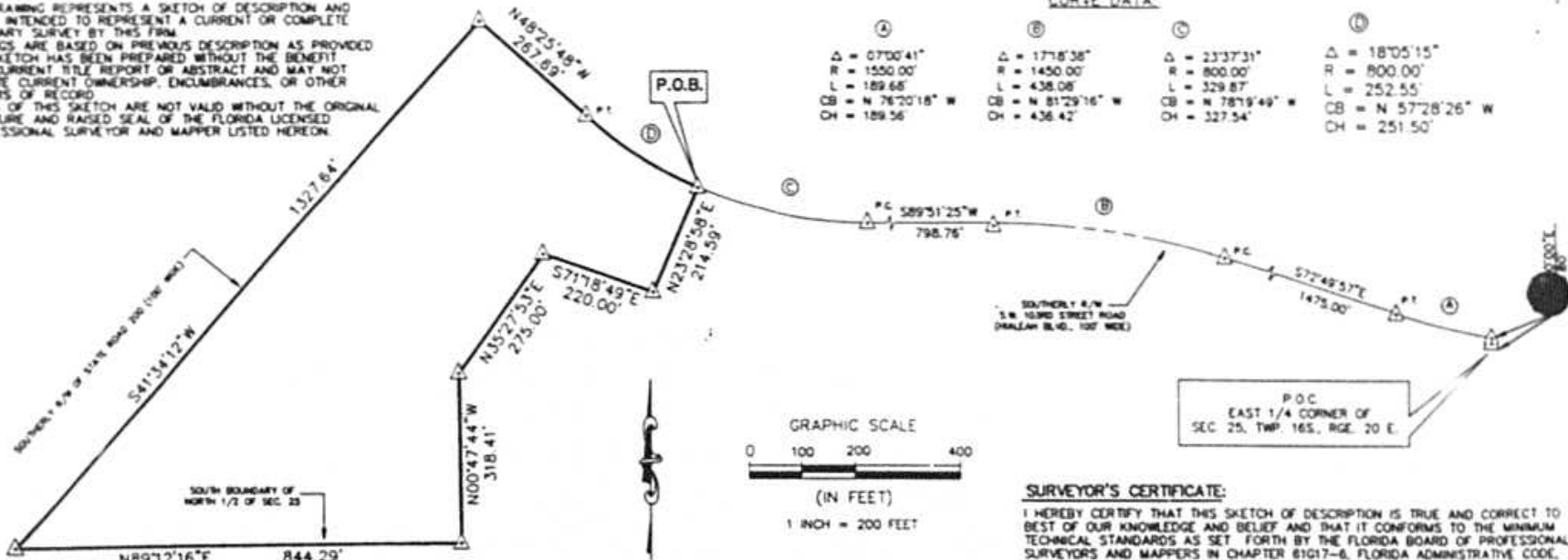
Berryman & Henigar
 Engineering, Inc.
 1000 S. HENIGAR & HENIGAR, INC.
 1000 S. HENIGAR & HENIGAR, INC.

NOTES:

1. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT INTENDED TO REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM.
2. BEARINGS ARE BASED ON PREVIOUS DESCRIPTION AS PROVIDED.
3. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
4. COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

CURVE DATA:

(A)	(B)	(C)	(D)
Δ = 07°00'41"	Δ = 17°18'38"	Δ = 23°37'31"	Δ = 18°05'15"
R = 1550.00'	R = 1450.00'	R = 800.00'	R = 800.00'
L = 189.65'	L = 438.08'	L = 329.87'	L = 252.55'
CB = N 76°20'18" W	CB = N 81°29'16" W	CB = N 78°19'49" W	CB = N 57°28'26" W
CH = 189.56'	CH = 436.42'	CH = 327.54'	CH = 251.50'



DESCRIPTION:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 25 A DISTANCE OF 9.80 FEET TO THE SOUTHERLY RIGHT OF WAY OF S.W. 103RD STREET ROAD (HIALEAH BOULEVARD, 100' WIDE); SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1550.00 FEET AND A CENTRAL ANGLE OF 7°00'41"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE A CHORD BEARING AND DISTANCE OF N.76°20'18"W, 189.56 FEET TO THE POINT OF TANGENCY OF SAID RIGHT OF WAY CURVE; THENCE N.72°49'57"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE 1475.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1450.00 FEET AND A CENTRAL ANGLE OF 17°18'38"; THENCE NORTHWESTERLY ALONG SAID CURVE A CHORD BEARING AND DISTANCE OF N.81°29'16"W, 436.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°51'25"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 798.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 41°42'47"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 23°37'31" A CHORD BEARING AND DISTANCE OF N.78°19'49"W, 327.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 18°05'15" A CHORD BEARING AND DISTANCE OF N.57°28'26"W, 251.50 FEET TO THE POINT OF SAID CURVE; THENCE N.48°25'48"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.69 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 (100' WIDE); THENCE S.41°34'12"W, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 200 A DISTANCE OF 1327.64 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID SECTION 25; THENCE N.89°12'16"W, ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF AFORESAID SECTION 25 A DISTANCE OF 844.29 FEET; THENCE N.00°47'44"W, 318.41 FEET; THENCE N.35°27'53"E, 275.00 FEET; THENCE S.71°18'49"E, 220.00 FEET; THENCE N.23°28'58"E, 214.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.50 ACRES, MORE OR LESS.

LEGEND:

- △ = DESCRIPTIVE POINT
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY
- SEC = SECTION
- TWP = TOWNSHIP
- RGE = RANGE
- E = CENTERLINE
- FB/PG = FIELD BOOK/PAGE
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- Δ = DELTA
- R = RADIUS / RADIAL
- L = ARC LENGTH
- CB = CHORD BEARING
- CH = CHORD DISTANCE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT IT CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: 8-15-97

(Signature)
LAWRENCE E. BLAND
 P.S.M. # 4834
 STATE OF FLORIDA

SKETCH OF DESCRIPTION FOR DECCA

Berryman & Henigar
 BSI Consultants, Inc. • Henigar & Ray, Inc.

1414 S.W. MARTIN LUTHER KING AVE. OCALA, FLORIDA 34474-3129 (352) 368-5055

SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA

DRAWN BY: SLH	DATE OF SURVEY: 8-15-1997	SCALE: 1" = 200'
CHECKED BY: LEB	REVISIONS:	F.B./PG: N.A.
GOOD DSK./FILE: N.A.		JOB NO.: 77936.02
DRAWING DSK./FILE: MDR/GRZ		FILE NO.: 34/8518

EXHIBIT
 Composite
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LEGEND:

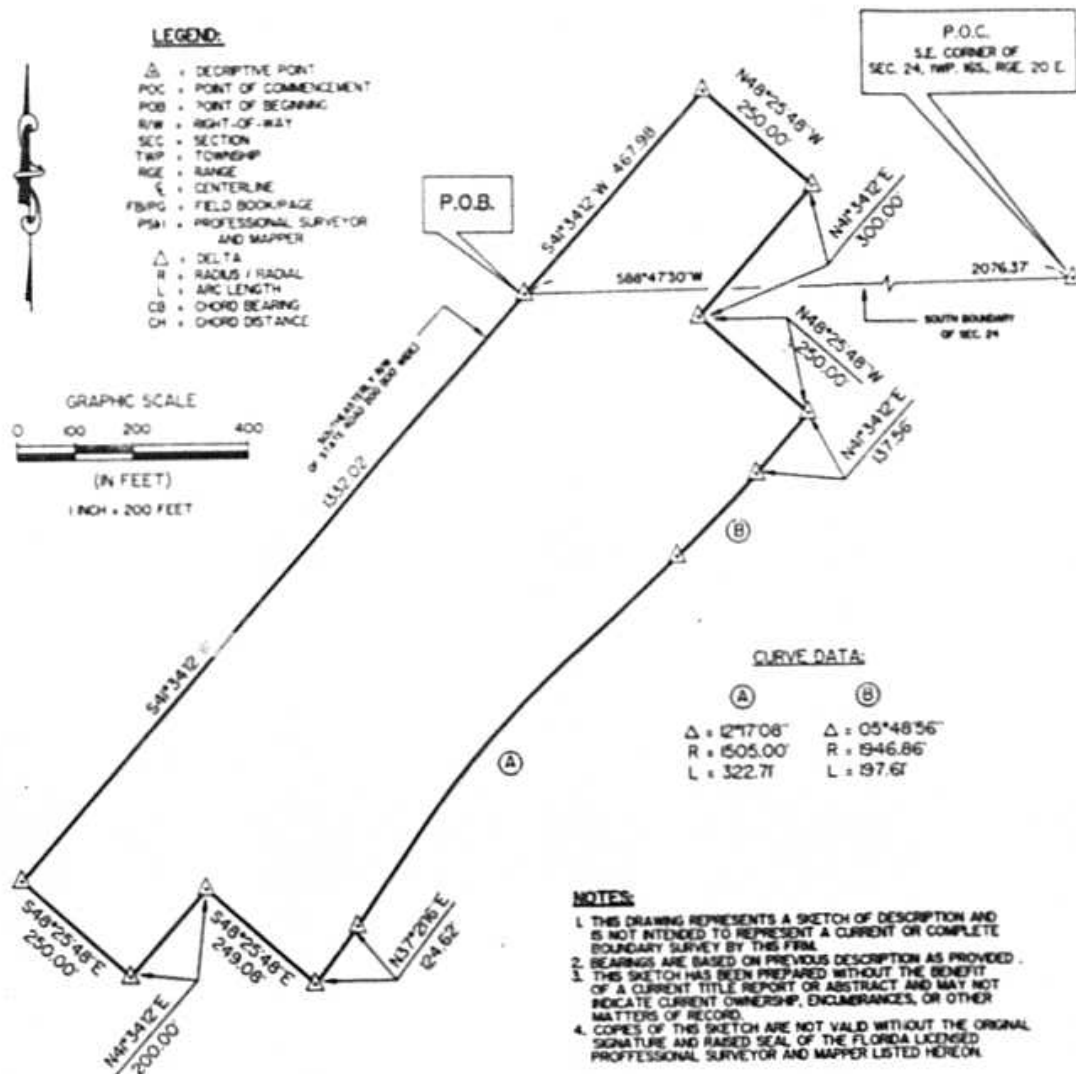
- △ • DESCRIPTIVE POINT
- POC • POINT OF COMMENCEMENT
- POB • POINT OF BEGINNING
- R/W • RIGHT-OF-WAY
- SEC • SECTION
- TWP • TOWNSHIP
- RGE • RANGE
- E • CENTERLINE
- F.B.P.G. • FIELD BOOK/PAGE
- P.S.M. • PROFESSIONAL SURVEYOR AND MAPPER
- △ • DELTA
- R • RADIUS / RADIAL
- L • ARC LENGTH
- CB • CHORD BEARING
- CH • CHORD DISTANCE

GRAPHIC SCALE



(IN FEET)

1 INCH = 200 FEET

**CURVE DATA:**

(A)	(B)
$\Delta = 127^{\circ}08'$	$\Delta = 05^{\circ}48'56''$
$R = 1505.00'$	$R = 1946.86'$
$L = 322.71'$	$L = 197.6'$

NOTES:

1. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT INTENDED TO REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM.
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4. COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

DESCRIPTION:

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE S.E. CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST; THENCE S.88°47'30\"/>

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT IT CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6807-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: 8-15-97

Lawrence E. Bland
 LAWRENCE E. BLAND
 P.S.M. # 4834
 STATE OF FLORIDA

**SKETCH OF DESCRIPTION
 FOR
 DECCA**

Berryman & Henigar
 BSI Consultants, Inc. • Henigar & Ray, Inc.

104 S.W. MARTIN LUTHER KING AVE. OCALA, FLORIDA 34474-3229 (352) 368-5055

SECTIONS 24 & 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA

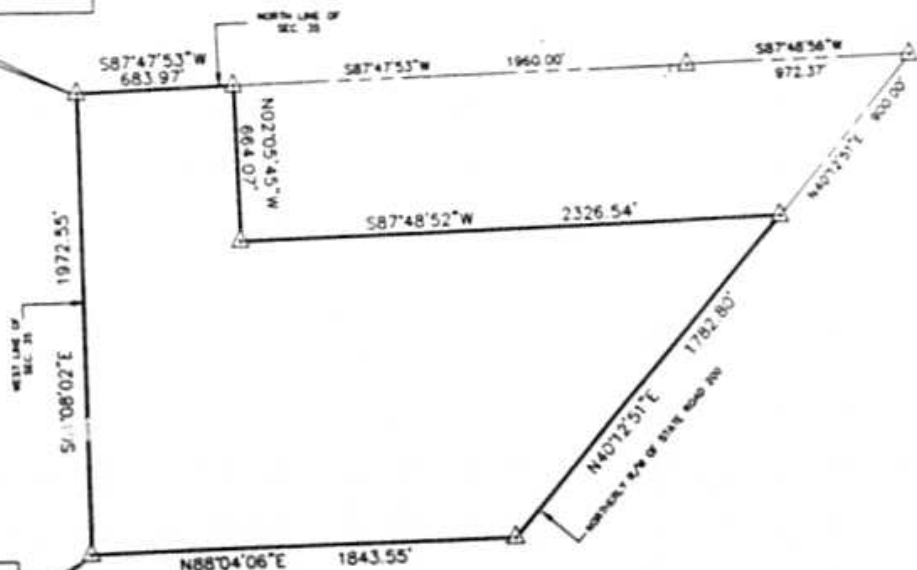
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CHECKED BY: LEB	REVISION:	F.B.P.G.: N.A.
LOG: N.A.		JOB NO.: 77936.02
DRAWING SHEET: M5407A		FILE NO.: 3A/894

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S 01°08'02" E, ALONG THE WEST LINE THEREOF, 1972.55 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THENCE N 88°04'06" E, 1843.55 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE N 40°12'51" E, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1782.80 FEET; THENCE S 87°48'52" W, 2326.54 FEET; THENCE N 02°05'45" W, 864.07 FEET, TO THE NORTH LINE OF SAID SECTION 35; THENCE S 87°47'53" W, ALONG SAID NORTH LINE, 683.97 FEET TO THE POINT OF BEGINNING.

P.O.B.
NORTHWEST CORNER OF
SEC. 35, TWP. 16 S, RGE. 20 E.

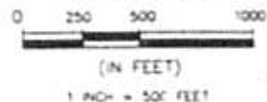


SOUTHWEST CORNER OF
NORTH 1/2 OF SOUTHWEST 1/4
OF NORTHWEST 1/4

LEGEND:

- △ = DESCRIBE POINT
- PCB = POINT OF COMMENCEMENT
- PUB = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY
- SEC = SECTION
- TWP = TOWNSHIP
- RGE = RANGE
- ℄ = CENTERLINE
- FB/PAGE = FIELD BOOK/PAGE
- PSM = PROFESSIONAL SURVEYOR AND MAPPER

GRAPHIC SCALE



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT IT CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: 8-15-97

Lawrence E. Bland
LAWRENCE E. BLAND
P.S.M. # 4834
STATE OF FLORIDA

**SKETCH OF DESCRIPTION
FOR
DECCA**

Berryman & Henigar
BSI Consultants, Inc. • Henigar & Ray, Inc.

1414 S.W. MARTIN LUTHER KING AVE. OCALA, FLORIDA 34474-3129 (352) 368-5055

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

DRAWN BY: SLH	DATE OF SKETCH: 8-15-1997	SCALE: 1" = 500'
CHECKED BY: LEB	REVISIONS:	F.B./PAGE: N.A.
COORD./FILE: N.A.		JOB NO.: 779.36.02
DRAWING DATE: 8/15/97		FILE NO.: 3M/851C

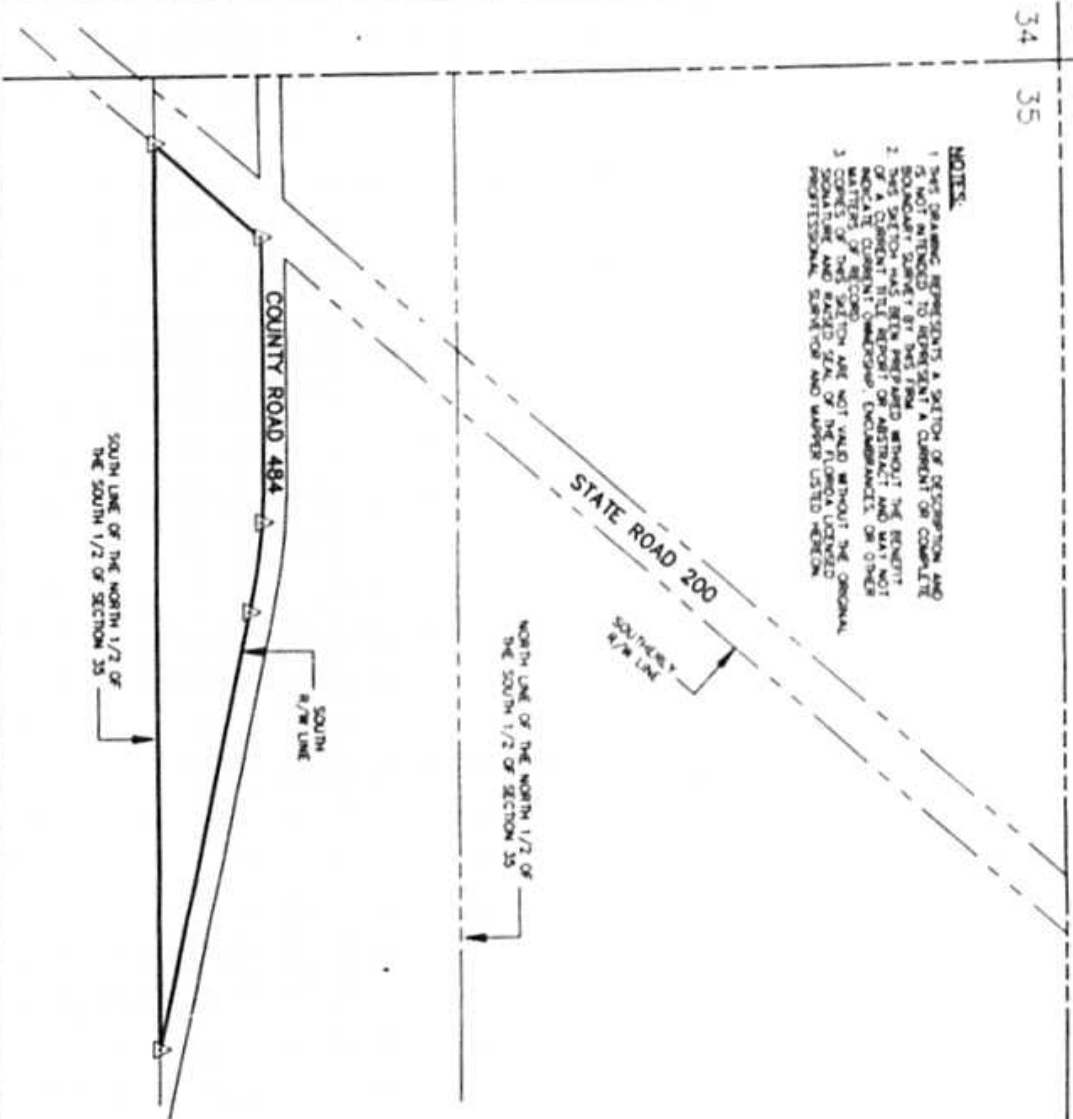
NOTES:

1. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT INTENDED TO REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM.
2. BEARINGS ARE BASED ON PREVIOUS DESCRIPTION AS PROVIDED.
3. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
4. COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

27 26
34 35

26 25
35 36

NOTES:
 1. THE DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT INTENDED TO REPRESENT A CURRENT OR COMPLETE SURVEY. SURVEY BY THIS FIRM.
 2. THIS SKETCH WAS FIELD RECORDED WITHOUT THE BENEFIT OF A CURRENT FIELD REPORT OR ABSTRACT AND MAY NOT REFLECT CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
 3. THE SKETCH ARE NOT MADE WITHOUT THE ORIGINAL POSSESSION AND FIELD SKETCH OF THE FLORESA LOYD AND PROFESSIONAL SURVEYOR AND MAPPER LINDA HEDREN.



LEGEND:
 Δ = DESCRIBING POINT
 R/W = RIGHT-OF-WAY
 SEC = SECTION
 TWP = TOWNSHIP
 R1/2 = RANGE
 C = CENTERLINE
 FB/PG = FIELD BOOK/PAGE
 PSM = PROFESSIONAL SURVEYOR AND MAPPER

DESCRIPTION:
 THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, LING SOUTH AND EAST OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 AND LING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 484.

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT IT CONFORMS TO THE USUAL TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SKETCHED: 8-77-91

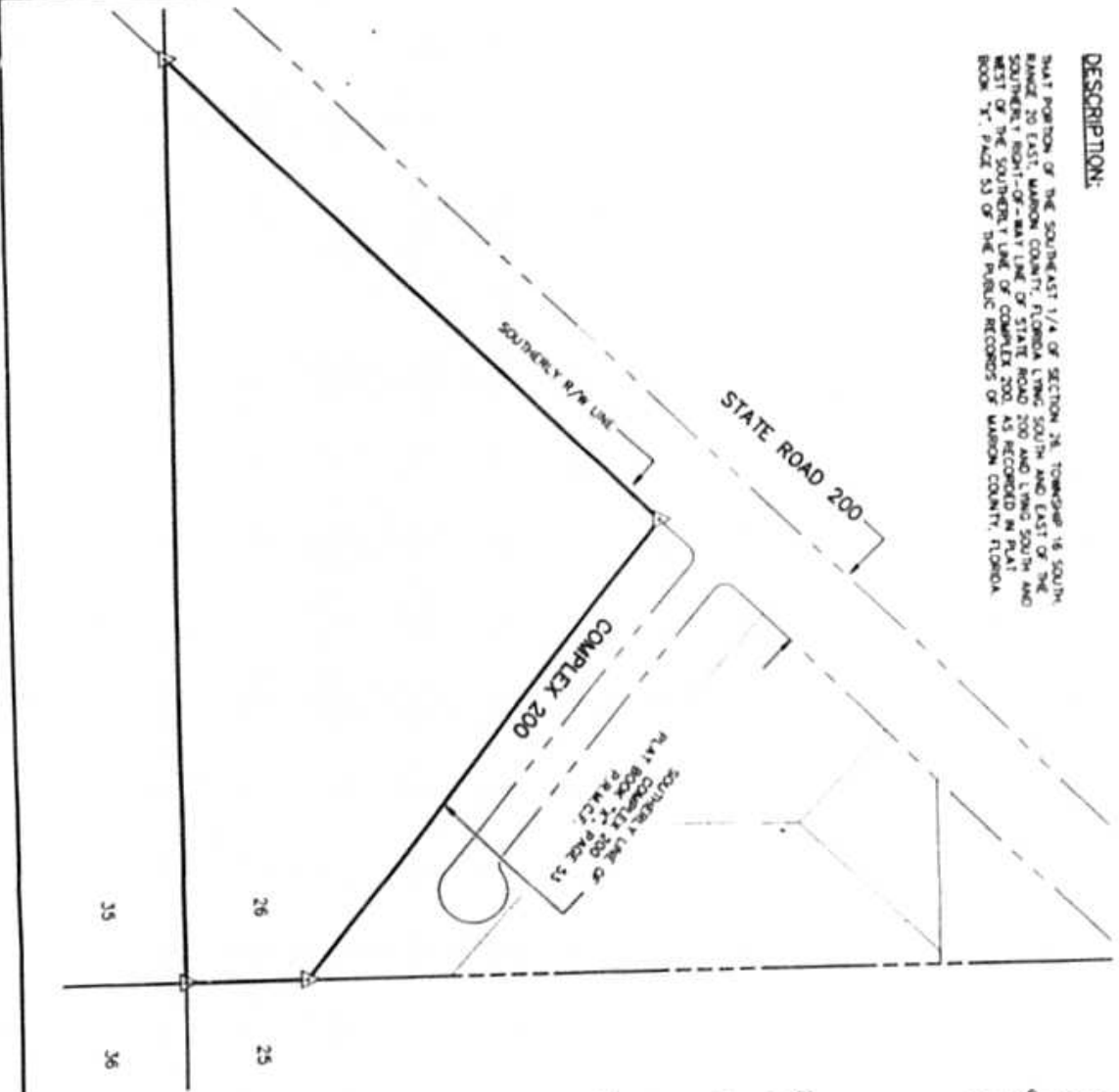
LAWRENCE E. BLAND
 P.S.M. # 4834
 STATE OF FLORIDA

SKETCH OF DESCRIPTION
 FOR
 DECCA

 Bartymann & Henigar Real Consultants, Inc. • Henderson & Ray, Inc.	
1414 S.W. MARTIN LUTHER KING AVE. Ocala, FLORIDA 34474-3179 (352) 368-5095	
SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA	SCALE: 1" = 500'
DRAWN BY: SLH DATE OF SKETCH: 8-22-1997	FB/PG: N.A.
RECORDED BY: LEB	JOB NO.: 7733M.02
DATE: N.A.	FILE NO.: 34/951F
DATE PLOTTED: 08/24/98	

DESCRIPTION:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA LYING SOUTH AND EAST OF THE SOUTHERLY 1/4-OF-RAY LINE OF STATE ROAD 200 AND LYING SOUTH AND WEST OF THE SOUTHERLY LINE OF COMPLEX 200 AS RECORDED IN PLAT BOOK 5, PAGE 53 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.



NOTES:

1. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND DOES NOT REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
3. COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEALED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT IT CONFORMS TO THE USUAL TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6107-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027, FLORIDA STATUTES.

DATE SIGNED: 8-27-91

L. E. Blund
 LAWRENCE E. BLUND
 P.S.M. #4834
 STATE OF FLORIDA

SKETCH OF DESCRIPTION
 FOR
 DECCA

Bortyman & Henigar
 B&H Consultants, Inc. • Henigar & Rapp, Inc.

1414 S.W. MARTIN LUTHER KING JR. AVE. Ocala, FLORIDA 34471-3129 (904) 368-5005	
SECTION 26, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA	SCALE: 1" = 200'
DRAWN BY: SH	DATE OF SKETCH: 08-22-91
CHECKED BY: LIB	REVISIONS:
COORDINATOR: N.A.	F.B./P.C.: N.A.
DATE: 08/28/91	JOB NO.: 7793M.02
DATE: 08/28/91	FILE NO.: 1W/851C

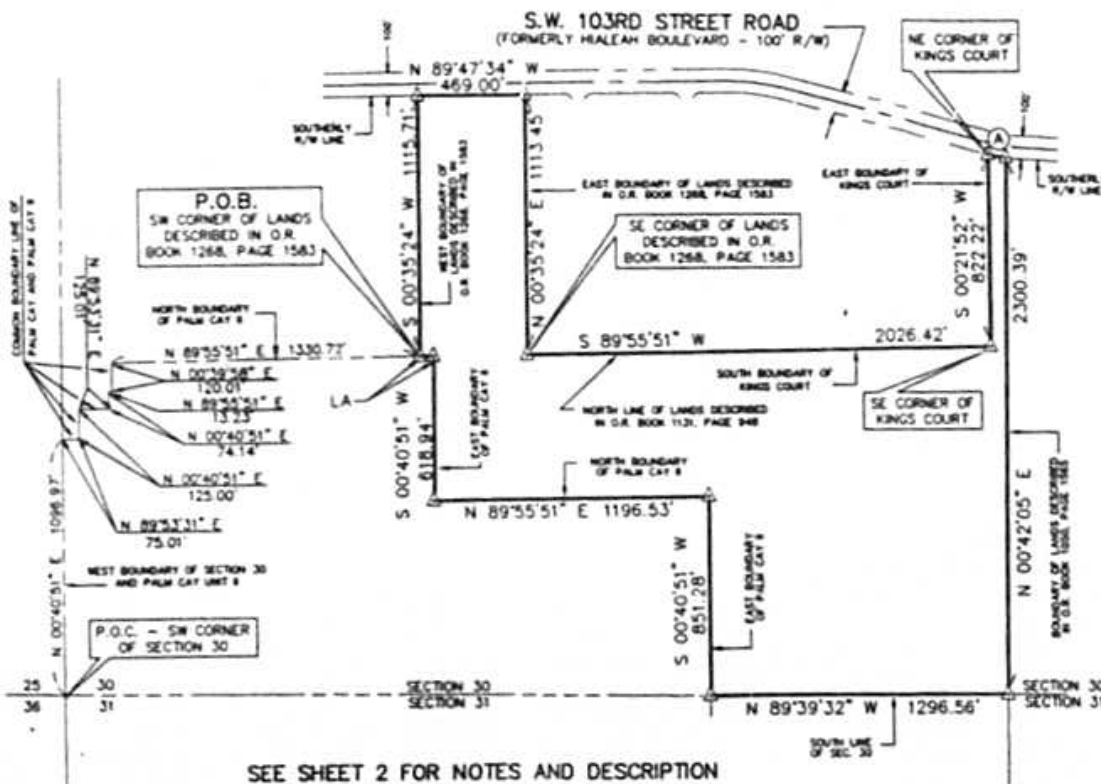


GRAPHIC SCALE



LEGEND:

- ▲ - DESCRIBED POINT
- - RIGHT-OF-WAY
- - FIELD BOOK / PAGE
- P.S.M. - PROFESSIONAL SURVEYOR AND MAPPER
- SEC. - SECTION
- TWP. - TOWNSHIP
- RANGE - RANGE



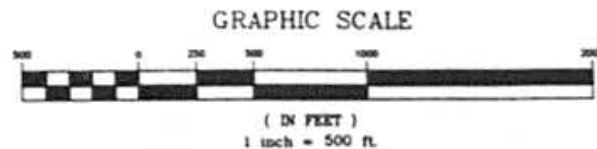
SEE SHEET 2 FOR NOTES AND DESCRIPTION

LINE DATA TABLE		
DIRECTION	DISTANCE	
LA N 89°55'51" E	59.78	

CURVE DATA TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
A	668.45	64.89	64.88	N 78°44'55" W	04°16'53"

LEGEND:

- △ = DESCRIPTIVE POINT
- R/W = RIGHT-OF-WAY
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- FL. PG. = FIELD BOOK / PAGE
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- SEC. = SECTION
- TWP. = TOWNSHIP
- R. = RANGE
- ⊙ = REFERENCE TO A CURVE DATA TABLE



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT IT CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027, FLORIDA STATUTES.

DATE SIGNED 8-27-99

de Bl
 LAWRENCE E. BLAND
 P.S.M. #4834
 STATE OF FLORIDA

SKETCH OF DESCRIPTION
 FOR
 DECCA

Berryman & Henigar
 BSI Consultants, Inc. • Henigar & Ray, Inc.

1414 S.W. MARTIN LUTHER KING JR. AVE. OCALA, FLORIDA 34474-3129 (904) 368-5055

SECTION 30, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

DRAWN BY: SLH	DATE OF SKETCH: 08-22-1997	SCALE: 1" = 500'
CHECKED BY: LEB	REVISIONS:	F.B./PG. N.A.
CGO DSK FILE: N.A.		JOB NO.: 77936.00
DRAWING DSK FILE: MB58/DRU7		FILE NO.: 3M/851G

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.00°40'51" E. ALONG THE WEST BOUNDARY OF SAID SECTION 30 AND THE WEST BOUNDARY OF "PALM CAY UNIT II", AS RECORDED IN PLAT BOOK "1", PAGES 9-11, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 1096.97 FEET TO A POINT ON THE SOUTH BOUNDARY OF "PALM CAY", AS RECORDED IN PLAT BOOK "Y", PAGES 49-52, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.89°53'31"E. ALONG A COMMON BOUNDARY OF AFORESAID "PALM CAY" AND "PALM CAY UNIT II", 75.01 FEET; THENCE N.00°40'51"E. ALONG SAID COMMON BOUNDARY 125.00 FEET; THENCE N.89°53'51"E. ALONG SAID COMMON BOUNDARY 125.01 FEET; THENCE N.00°40'51"E. ALONG SAID COMMON BOUNDARY 74.14 FEET; THENCE N.89°55'51"E. ALONG SAID COMMON BOUNDARY 13.23 FEET; THENCE N.00°39'58"E. ALONG SAID COMMON BOUNDARY 120.01 FEET; THENCE N.89°55'51"E. ALONG THE NORTH BOUNDARY OF AFORESAID "PALM CAY" UNIT II, 1330.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°55'51"E. ALONG SAID NORTH BOUNDARY 59.78 FEET; THENCE S.00°40'51"W. ALONG AN EAST BOUNDARY OF "PALM CAY UNIT II", 618.94 FEET; THENCE N.89°55'31"E. ALONG A NORTH BOUNDARY OF "PALM CAY UNIT II", 1196.53 FEET THENCE S.00°40'51"W. ALONG THE EAST BOUNDARY OF "PALM CAY UNIT II", 851.28 FEET TO THE SOUTH LINE OF THE SAID SECTION 30; THENCE N.89°39'32" W. ALONG SAID SOUTH LINE, 1296.56 FEET, TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1050, PAGE 1565; THENCE N.00°42'05"E. ALONG THE BOUNDARY OF SAID DESCRIBED LANDS 3981.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 103RD STREET ROAD (HIALEAH BOULEVARD, 100 FEET WIDE), SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 868.45 FEET AND A CENTRAL ANGLE OF 47°53'; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE AN ARC DISTANCE OF 64.89 FEET, WITH A CHORD BEARING AND DISTANCE OF N.78°44'55"W., 64.88 FEET, TO THE N.E. CORNER OF "KINGS COURT" AS RECORDED IN PLAT BOOK "Z", PAGES 84-85 AS PER PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.00°21'52"W. ALONG THE EAST BOUNDARY OF SAID "KINGS COURT" 822.22 FEET TO THE S.E. CORNER OF SAID "KINGS COURT" AND A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1131, PAGE 948, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.89°55'51"W. ALONG THE SOUTH BOUNDARY OF SAID "KINGS COURT" AND SAID NORTH LINE OF SAID DESCRIBED LANDS, 2026.42 FEET TO THE S.E. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1268, PAGE 1583, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.00°35'24"E. ALONG THE EAST BOUNDARY OF SAID DESCRIBED LANDS 1113.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 103RD STREET ROAD; THENCE N.89°47'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 469.00 FEET; THENCE S.00°35'24"W. ALONG THE WEST BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1268, PAGE 1583, A DISTANCE OF 1115.71 FEET TO THE S.W. CORNER OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING.

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 31 TOWNSHIP 16 SOUTH, RANGE 21 EAST, ASSUMED TO BEAR N 00°07'11"E.
2. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND DOES NOT REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM.
3. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BELIEF OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
4. COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

SKETCH OF DESCRIPTION
FOR
DECCA



Berryman & Henigar

BSI Consultants, Inc. • Henigar & Ray, Inc.

1414 S.W. MARTIN LUTHER KING JR. AVE. Ocala, Florida 34474-3129 (904) 368-5055

SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

DRAWN BY: SLH	DATE OF SKETCH: 08-22-1997	SCALE: 1" = 500'
CHECKED BY: LEB	REVISIONS:	F.B./PG. N.A.
CODE DSK./FILE: N.A.		JOB NO.: 77936.00
DRAWING DSK./FILE: WBS8/DRU7		FILE NO.: 3M/851G

ROBERT STEPHEN RYDER
Attorney At Law
P. O. Box
Ocala, Florida 32678
(904) 732-1225

This Indenture,

(The terms "grantor" and "grantee" herein shall be construed to include all predecessors and successors in interest in the premises hereinafter)

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, State of Florida, grantee,
of the County of Marion

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. Thigpen D.C.

92-056603

RECORDED
VERIFIED
MARION COUNTY, FL

1992 AUG 28 AM 8:18

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
00.70

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:

[Signature]
2507 Duval Street
Ocala, Florida
Gerald D. Roberts

DEVELOPMENT & CONSTRUCTION CORPORATION OF AMERICA, a Florida Corporation (Seal)

By: [Signature] (Seal)
Kuibir Griffin, President

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

KUIBIR GRIFFIN, 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.

[Signature]
Notary Public
Notary Public, State of Florida at Large,
My commission expires: My Commission Expires: 7-1997



UNRECORDED COPY

SK1858360367

10.56 P
7005
3000

RECORDED
MARION CO

COMPOSITE EXHIBIT "F"

DECCA UTILITIES
WATER TARIFF

FIFTH REVISED SHEET NO. 3.0
CANCELS FOURTH 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
PSC-97-0897-FOF-WS	7/30/97	970198-WS	Amendment
PSC-97- -FOF-WS		970153-WS	Amendment
			Amendment

(Continued to Sheet No. 3.1)

James Bell
ISSUING OFFICER

Division Manager
TITLE

(Continued from Sheet No. 3.6)

TERRITORY SERVED

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

COMMENCING AT THE NORTHEAST CORNER OF KINGS COURT, AS RECORDED IN PLAT
BOOK "Z", PAGES 84-85 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA;
THENCE S 00°14'19" E, ALONG THE EAST LINE OF SAID KINGS COURT, 822.16 FEET,
TO THE SOUTHEAST CORNER THEREOF; THENCE S 00°09'01" W, 1491.74 FEET, TO THE
NORTH LINE OF SAID SECTION 31 AND THE POINT OF BEGINNING; THENCE S 89°39'32" E,
ALONG SAID NORTH LINE OF SECTION 31, 60.00 FEET, TO THE BOUNDARY OF THE
LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1050, PAGE 1565, OF THE PUBLIC
RECORDS OF MARION COUNTY, FLORIDA; THENCE S 00°26'50" W, ALONG SAID BOUNDARY,
1703.50 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, N 89°32'27" W, 1285.94
FEET, TO THE EAST BOUNDARY OF PALM CAY UNIT II, AS RECORDED IN PLAT
BOOK "I", PAGES 9-11, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA;
THENCE N 00°05'22" E, ALONG SAID EAST BOUNDARY, 1700.86 FEET, TO THE
AFOREMENTIONED NORTH LINE OF SECTION 31; THENCE S 89°39'32" E, ALONG
SAID NORTH LINE, 1236.56 FEET, TO THE POINT OF BEGINNING.

CONTAINING 50.46 ACRES, MORE OR LESS

THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP
16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, LYING SOUTH AND EAST OF
THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 AND LYING SOUTH OF
THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 484.

(Continued to Sheet No. 3.8)

James Bell
ISSUING OFFICER

Division Manager
TITLE

(Continued from Sheet No. 3.7)

TERRITORY SERVED

A PARCEL OF LAND LOCATED 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 2938.20 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE CONTINUE S 41°39'25" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1500.00 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 484; THENCE N 89°42'23" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 484, A DISTANCE OF 938.60 FEET; THENCE 621.66 FEET ALONG THE ARC OF A CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 12°13'10", A RADIUS OF 2914.93, A CHORD DISTANCE OF 620.48 FEET AND A CHORD BEARING OF S 84°11'02" E; THENCE S 78°04'27" E, A DISTANCE OF 2109.22 FEET; THENCE 476.93 FEET ALONG THE ARC OF A CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 09°42'27", A RADIUS OF 2814.93 FEET, A CHORD DISTANCE OF 476.36 FEET AND A CHORD BEARING OF S 82°55'38" E; THENCE N 00°16'18" E, A DISTANCE OF 2127.39 FEET; THENCE N 51°36'26" W, A DISTANCE OF 949.63 FEET; THENCE S 41°36'57" E, A DISTANCE OF 1017.53 FEET; THENCE N 48°20'35" W, A DISTANCE OF 670.99 FEET; THENCE S 41°39'25" W A DISTANCE OF 1331.71 FEET; THENCE N 48°20'35" W A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING, ENCOMPASSING WITHIN SAID BOUNDS 145.04 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA LYING SOUTH AND EAST OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 AND LYING SOUTH AND WEST OF THE SOUTHERLY LINE OF COMPLEX 200, AS RECORDED IN PLAT BOOK "X", PAGE 53 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

(Continued to Sheet No. 3.9)

James Bell
ISSUING OFFICER

Division Manager
TITLE

(Continued from Sheet No. 3.8)

TERRITORY SERVED

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S 01°08'02" E, ALONG THE WEST LINE THEREOF, 1972.55 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N 88°04'06" E, 1843.55 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE N 40°12'51" E, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1782.80 FEET; THENCE S 87°48'52" W, 2328.54 FEET; THENCE N 02°05'45" W, 664.07 FEET, TO THE NORTH LINE OF SAID SECTION 35; THENCE S 87°47'53" W, ALONG SAID NORTH LINE, 683.97 FEET TO THE POINT OF BEGINNING.

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE S.E. CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST; THENCE S.88°47'30"W., ALONG THE SOUTH BOUNDARY OF SAID SECTION, 2076.37 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 200 (A 100.00 FOOT RIGHT OF WAY); THENCE S.41°34'12"W., ALONG SAID RIGHT OF WAY, 1332.02 FEET; THENCE S.48°25'48"E., A DISTANCE OF 250.00 FEET; THENCE N.41°34'12"E., A DISTANCE OF 200.00 FEET; THENCE S.48°25'48"E., A DISTANCE OF 249.08 FEET TO A POINT ON CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1583.98 FEET, A CENTRAL ANGLE OF 04°30'32", AND A CHORD OF 124.62 FEET BEARING N.37°21'16"E., SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. 84TH AVENUE ROAD (A 60.00 FOOT RIGHT OF WAY); THENCE NORTHEASTERLY ALONG SAID CURVE AND RIGHT OF WAY, 124.65 FEET TO A POINT OF TANGENCY; THENCE N.35°06'00"E., A DISTANCE OF 238.14 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1505.00 FEET AND A CENTRAL ANGLE OF 12°17'08"; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 322.71 FEET TO A POINT OF TANGENCY; THENCE N.47°23'08"E., A DISTANCE OF 283.64 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1946.86 FEET AND A CENTRAL ANGLE OF 05°48'56"; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 197.61 FEET TO A POINT OF TANGENCY; THENCE N.41°34'12"E., A DISTANCE OF 137.55 FEET; THENCE DEPARTING FROM THE NORTHWESTERLY RIGHT OF WAY OF S.W. 84TH AVENUE ROAD, N.48°25'48"W., A DISTANCE OF 250.00 FEET; THENCE N.41°34'12"E., A DISTANCE OF 300.00 FEET; THENCE N.48°25'48"W., A DISTANCE OF 250.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF STATE ROAD 200; THENCE S.41°34'12"W., ALONG SAID RIGHT OF WAY, 467.98 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.10)

James Bell
ISSUING OFFICER

Division Manager
TITLE

(Continued from Sheet No. 3.9)

TERRITORY SERVED

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 25 A DISTANCE OF 9.80 FEET TO THE SOUTHERLY RIGHT OF WAY OF S.W. 103RD STREET ROAD (HIALEAH BOULEVARD, 100' WDE); SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1550.00 FEET AND A CENTRAL ANGLE OF 7°00'41"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE A CHORD BEARING AND DISTANCE OF N.76°20'18"W, 189.56 FEET TO THE POINT OF TANGENCY OF SAID RIGHT OF WAY CURVE; THENCE N.72°49'57"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE 1475.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1450. FEET AND A CENTRAL ANGLE OF 17°18'38"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE A CHORD BEARING AND DISTANCE OF N.81°29'16"W, 436.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°51'25"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 798.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 41°42'47"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 23°37'32" A CHORD BEARING AND DISTANCE OF N.78°19'49"W, 327.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 18°05'15" A CHORD BEARING AND DISTANCE OF N.57°28'26"W, 251.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.48°25'48"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.69 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 (100' WDE); THENCE S.41°34'12"W, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 200 A DISTANCE OF 1327.64 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID SECTION 25, THENCE N.89°12'16"W, ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF AFORESAID SECTION 25 A DISTANCE OF 844.29 FEET; THENCE N.00°47'44"W, 318.41 FEET; THENCE N.35°27'53"E, 275.00 FEET; THENCE S.71°18'49"E, 220.00 FEET; THENCE N.23°28'58"E, 214.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.50 ACRES, MORE OR LESS.

James Bell
ISSUING OFFICER

Division Manager
TITLE

MARION COUNTY BULK RATE
RATE SCHEDULE BR

AVAILABILITY Available to the area not within the service area of the company but within the area described in the Marion County/DECCA Wholesale Water and Wastewater Supply Agreement, Contract No. 97-1.

APPLICABILITY Water Service to Marion County within the area described in the Marion County/DECCA Wholesale Water and Wastewater Supply Agreement, Contract No. 97-1.

LIMITATIONS Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

RATE Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 7.43
1"	18.61
1 1/2"	37.20
2"	59.51
3"	119.04
4"	186.02
6"	872.03

GALLONAGE CHARGE \$0.94 per 1,000 gallons of water used

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days, written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE

TYPE OF FILING Special Service Availability Contract

James Bell
ISSUING OFFICER

Division Manager
TITLE

DECCA UTILITIES
WASTEWATER TARIFF

FIFTH REVISED SHEET NO. 3.0
CANCELS FOURTH 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
PSC-97-0897-FOF-WS	7/30/97	970198-WS	Amendment
PSC-97- -FOF-WS		970153-WS	Amendment
			Amendment

(Continued to Sheet No. 3.1)

James Bell
ISSUING OFFICER

Division Manager
TITLE

(Continued from Sheet No. 3.6)

TERRITORY SERVED

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

COMMENCING AT THE NORTHEAST CORNER OF KINGS COURT, AS RECORDED IN PLAT BOOK "Z", PAGES 84-85 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S 00°14'19" E, ALONG THE EAST LINE OF SAID KINGS COURT, 822.16 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE S 00°09'01" W, 1491.74 FEET, TO THE NORTH LINE OF SAID SECTION 31 AND THE POINT OF BEGINNING; THENCE S 89°39'32" E, ALONG SAID NORTH LINE OF SECTION 31, 60.00 FEET, TO THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1050, PAGE 1565, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S 00°26'50" W, ALONG SAID BOUNDARY, 1703.50 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, N 89°32'27" W, 1285.94 FEET, TO THE EAST BOUNDARY OF PALM CAY UNIT II, AS RECORDED IN PLAT BOOK "1", PAGES 9-11, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N 00°05'22" E, ALONG SAID EAST BOUNDARY, 1700.86 FEET, TO THE AFOREMENTIONED NORTH LINE OF SECTION 31; THENCE S 89°39'32" E, ALONG SAID NORTH LINE, 1236.56 FEET, TO THE POINT OF BEGINNING.

CONTAINING 50.46 ACRES, MORE OR LESS

THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, LYING SOUTH AND EAST OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 AND LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 484.

James Bell
ISSUING OFFICER

Division Manager
TITLE

(Continued from Sheet No. 3.7)

TERRITORY SERVED

A PARCEL OF LAND LOCATED 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 2938.20 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE CONTINUE S 41°39'25" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1500.00 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 484; THENCE N 89°42'23" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 484, A DISTANCE OF 938.60 FEET; THENCE 621.66 FEET ALONG THE ARC OF A CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 12°13'10", A RADIUS OF 2914.93, A CHORD DISTANCE OF 620.48 FEET AND A CHORD BEARING OF S 84°11'02" E; THENCE S 78°04'27" E, A DISTANCE OF 2109.22 FEET; THENCE 476.93 FEET ALONG THE ARC OF A CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 09°42'27", A RADIUS OF 2814.93 FEET, A CHORD DISTANCE OF 476.36 FEET AND A CHORD BEARING OF S 82°55'38" E; THENCE N 00°16'18" E, A DISTANCE OF 2127.39 FEET; THENCE N 51°36'26" W, A DISTANCE OF 949.63 FEET; THENCE S 41°36'57" E, A DISTANCE OF 1017.53 FEET; THENCE N 48°20'35" W, A DISTANCE OF 670.99 FEET; THENCE S 41°39'25" W A DISTANCE OF 1331.71 FEET; THENCE N 48°20'35" W A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING, ENCOMPASSING WITHIN SAID BOUNDS 145.04 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA LYING SOUTH AND EAST OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 AND LYING SOUTH AND WEST OF THE SOUTHERLY LINE OF COMPLEX 200, AS RECORDED IN PLAT BOOK "X", PAGE 53 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

(Continued to Sheet No. 3.9)

James Bell
ISSUING OFFICER

Division Manager
TITLE

DECCA UTILITIES
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.9

(Continued from Sheet No. 3.8)

TERRITORY SERVED

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S 01°08'02" E, ALONG THE WEST LINE THEREOF, 1972.55 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N 88°04'06" E, 1843.55 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE N 40°12'51" E, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1782.80 FEET; THENCE S 87°46'52" W, 2326.54 FEET; THENCE N 02°05'45" W, 664.07 FEET, TO THE NORTH LINE OF SAID SECTION 35; THENCE S 87°47'53" W, ALONG SAID NORTH LINE, 683.97 FEET TO THE POINT OF BEGINNING

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE S.E. CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST; THENCE S.88°47'30"W, ALONG THE SOUTH BOUNDARY OF SAID SECTION, 2076.37 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 200 (A 100.00 FOOT RIGHT OF WAY); THENCE S.41°34'12"W, ALONG SAID RIGHT OF WAY, 1332.02 FEET; THENCE S.48°25'48"E, A DISTANCE OF 250.00 FEET; THENCE N.41°34'12"E, A DISTANCE OF 200.00 FEET; THENCE S.48°25'48"E, A DISTANCE OF 249.08 FEET TO A POINT ON CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1583.98 FEET, A CENTRAL ANGLE OF 04°30'32", AND A CHORD OF 124.62 FEET BEARING N.37°21'6"E, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. 84TH AVENUE ROAD (A 60.00 FOOT RIGHT OF WAY); THENCE NORTHEASTERLY ALONG SAID CURVE AND RIGHT OF WAY, 124.65 FEET TO A POINT OF TANGENCY; THENCE N.35°06'00"E, A DISTANCE OF 238.14 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1505.00 FEET AND A CENTRAL ANGLE OF 12°17'08"; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 322.71 FEET TO A POINT OF TANGENCY; THENCE N.47°23'08"E, A DISTANCE OF 283.64 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1946.86 FEET AND A CENTRAL ANGLE OF 05°48'56"; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 197.61 FEET TO A POINT OF TANGENCY; THENCE N.41°34'12"E, A DISTANCE OF 137.56 FEET; THENCE DEPARTING FROM THE NORTHWESTERLY RIGHT OF WAY OF S.W. 84TH AVENUE ROAD, N.48°25'48"W, A DISTANCE OF 250.00 FEET; THENCE N.41°34'12"E, A DISTANCE OF 300.00 FEET; THENCE N.48°25'48"W, A DISTANCE OF 250.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF STATE ROAD 200; THENCE S.41°34'12"W, ALONG SAID RIGHT OF WAY, 467.98 FEET TO THE POINT OF BEGINNING.

(Continued to Sheet No. 3.10)

James Bell
ISSUING OFFICER

Division Manager
TITLE

(Continued from Sheet No. 3.9)

TERRITORY SERVED

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 25 A DISTANCE OF 9.80 FEET TO THE SOUTHERLY RIGHT OF WAY OF S.W. 103RD STREET ROAD (HIALEAH BOULEVARD, 100' WDE); SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1550.00 FEET AND A CENTRAL ANGLE OF 7°00'41"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE A CHORD BEARING AND DISTANCE OF N.76°20'18"W, 189.56 FEET TO THE POINT OF TANGENCY OF SAID RIGHT OF WAY CURVE; THENCE N.72°49'57"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE 1475.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1450. FEET AND A CENTRAL ANGLE OF 17°18'38"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE A CHORD BEARING AND DISTANCE OF N.81°29'16"W, 436.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°51'25"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 798.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 41°42'47"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 23°37'32" A CHORD BEARING AND DISTANCE OF N.78°19'49"W, 327.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 18°05'15" A CHORD BEARING AND DISTANCE OF N.57°28'26"W, 251.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.48°25'48"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.69 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 (100' WDE); THENCE S.41°34'12"W, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 200 A DISTANCE OF 1327.64 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID SECTION 25; THENCE N.89°12'16"W, ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF AFORESAID SECTION 25 A DISTANCE OF 844.29 FEET; THENCE N.00°47'44"W, 318.41 FEET; THENCE N.35°27'53"E, 275.00 FEET; THENCE S.71°18'49"E, 220.00 FEET; THENCE N.23°28'58"E, 214.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.50 ACRES, MORE OR LESS.

(Continued to Sheet No. 3.11)

James Bell
ISSUING OFFICER

Division Manager
TITLE

MARION COUNTY BULK RATE
RATE SCHEDULE BR

AVAILABILITY Available to the area not within the service area of the company but within the area described in the Marion County/DECCA Wholesale Water and Wastewater Supply Agreement, Contract No. 97-1.

APPLICABILITY Wastewater Service to Marion County within the area described in the Marion County/DECCA Wholesale Water and Wastewater Supply Agreement, Contract No. 97-1.

LIMITATIONS Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

RATE Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 10.60
1"	26.52
1 1/2"	53.02
2"	84.86
3"	169.70
4"	265.16
6"	530.30

GALLONAGE CHARGE \$1.62 per 1,000 gallons based upon wastewater meter reading

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days, written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE

TYPE OF FILING Special Service Availability Contract

James Bell
ISSUING OFFICER

Division Manager
TITLE

September 3, 1997

NOTICE OF APPLICATION FOR AN EXTENSION OF SERVICE AREA

DECCA Utilities, 8865 S. W. 104th Lane, Ocala, Florida 32676, pursuant to Section 367.045, Florida Statutes, hereby notices its intent to apply to the Florida Public Service Commission for an extension of its service area to provide water and wastewater service to the property located in Marion County, Florida, described below:

Any objections to the Application must be filed with the Director, Division of Records & Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, 2548 Blirstone Pines Drive, Tallahassee, Florida 32301, no later than 30 days after the last date that the Notice was mailed or published, whichever is later.

decca\ext97-3.not

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.00°40'51" E. ALONG THE WEST BOUNDARY OF SAID SECTION 30 AND THE WEST BOUNDARY OF "PALM CAY UNIT II", AS RECORDED IN PLAT BOOK "1", PAGES 9-11, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 1096.97 FEET TO A POINT ON THE SOUTH BOUNDARY OF "PALM CAY", AS RECORDED IN PLAT BOOK "Y", PAGES 49-52, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.89°53'31"E. ALONG A COMMON BOUNDARY OF AFORESAID "PALM CAY" AND "PALM CAY UNIT II", 75.01 FEET; THENCE N.00°40'51"E. ALONG SAID COMMON BOUNDARY 125.00 FEET; THENCE N.89°53'51"E. ALONG SAID COMMON BOUNDARY 125.01 FEET; THENCE N.00°40'51"E. ALONG SAID COMMON BOUNDARY 74.14 FEET; THENCE N.89°55'51"E. ALONG SAID COMMON BOUNDARY 13.23 FEET; THENCE N.00°39'58"E. ALONG SAID COMMON BOUNDARY 120.01 FEET; THENCE N.89°55'51"E. ALONG THE NORTH BOUNDARY OF AFORESAID "PALM CAY" UNIT II", 1330.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°55'51"E. ALONG SAID NORTH BOUNDARY 59.78 FEET; THENCE S.00°40'51"W. ALONG AN EAST BOUNDARY OF "PALM CAY UNIT II", 618.94 FEET; THENCE N.89°55'31"E. ALONG A NORTH BOUNDARY OF "PALM CAY UNIT II", 1196.53 FEET THENCE S.00°40'51"W. ALONG THE EAST BOUNDARY OF "PALM CAY UNIT II", 851.28 FEET TO THE SOUTH LINE OF THE SAID SECTION 30; THENCE N 89°39'32" W, ALONG SAID SOUTH LINE, 1296.56 FEET, TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1050, PAGE 1565; THENCE N.00°42'05"E. ALONG THE BOUNDARY OF SAID DESCRIBED LANDS 3981.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 103RD STREET ROAD (HIALEAH BOULEVARD, 100 FEET WIDE), SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 868.45 FEET AND A CENTRAL ANGLE OF 4°16'53"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE AN ARC DISTANCE OF 64.89 FEET, WITH A CHORD BEARING AND DISTANCE OF N.78°44'55"W., 64.88 FEET, TO THE N.E. CORNER OF "KINGS COURT" AS RECORDED IN PLAT BOOK "Z", PAGES 84-85 AS PER PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.00°21'52"W. ALONG THE EAST BOUNDARY OF SAID "KINGS COURT" 822.22 FEET TO THE S.E. CORNER OF SAID "KINGS COURT" AND A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1131, PAGE 948, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.89 55'51"W. ALONG THE SOUTH BOUNDARY OF SAID "KINGS COURT" AND SAID NORTH LINE OF SAID DESCRIBED LANDS, 2026.42 FEET TO THE S.E. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1268, PAGE 1583, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.00°35'24"E. ALONG THE EAST BOUNDARY OF SAID DESCRIBED LANDS 1113.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 103RD STREET ROAD; THENCE N.89°47'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 469.00 FEET; THENCE S.00°35'24"W. ALONG THE WEST BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1268, PAGE 1583, A DISTANCE OF 1115.71 FEET TO THE S.W. CORNER OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING.

THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, LYING SOUTH AND EAST OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 AND LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 484.

A PARCEL OF LAND LOCATED 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 2938.20 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE CONTINUE S 41°39'25" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1500.00 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 484; THENCE N 89°42'23" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 484, A DISTANCE OF 938.60 FEET; THENCE 621.66 FEET ALONG THE ARC OF A CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 12°13'10", A RADIUS OF 2914.93, A CHORD DISTANCE OF 620.48 FEET AND A CHORD BEARING OF S 84°11'02" E; THENCE S 78°04'27" E, A DISTANCE OF 2109.22 FEET; THENCE 476.93 FEET ALONG THE ARC OF A CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 09°42'27", A RADIUS OF 2814.93 FEET, A CHORD DISTANCE OF 476.36 FEET AND A CHORD BEARING OF S 82°55'38" E; THENCE N 00°16'18" E, A DISTANCE OF 2127.39 FEET; THENCE N 51°36'26" W, A DISTANCE OF 949.63 FEET; THENCE S 41°36'57" E, A DISTANCE OF 1017.53 FEET; THENCE N 48°20'35" W, A DISTANCE OF 670.99 FEET; THENCE S 41°39'25" W A DISTANCE OF 1331.71 FEET; THENCE N 48°20'35" W A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING, ENCOMPASSING WITHIN SAID BOUNDS 145.04 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA LYING SOUTH AND EAST OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 AND LYING SOUTH AND WEST OF THE SOUTHERLY LINE OF COMPLEX 200, AS RECORDED IN PLAT BOOK "X", PAGE 53 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S 01°08'02" E, ALONG THE WEST LINE THEREOF, 1972.55 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N 88°04'06" E, 1843.55 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE N 40°12'51" E, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1782.80 FEET; THENCE S 87°48'52" W, 2326.54 FEET; THENCE N 02°05'45" W, 664.07 FEET, TO THE NORTH LINE OF SAID SECTION 35; THENCE S 87°47'53" W, ALONG SAID NORTH LINE, 683.97 FEET TO THE POINT OF BEGINNING.

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE S.E. CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST; THENCE S.88°47'30"W., ALONG THE SOUTH BOUNDARY OF SAID SECTION, 2075.37 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 200 (A 100.00 FOOT RIGHT OF WAY); THENCE S.41°34'12"W., ALONG SAID RIGHT OF WAY, 1332.02 FEET; THENCE S.48°25'48"E., A DISTANCE OF 250.00 FEET; THENCE N.41°34'12"E., A DISTANCE OF 200.00 FEET; THENCE S.48°25'48"E., A DISTANCE OF 249.08 FEET TO A POINT ON CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1583.98 FEET, A CENTRAL ANGLE OF 04°30'32", AND A CHORD OF 124.62 FEET BEARING N.37°21'16"E., SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. 84TH AVENUE ROAD (A 60.00 FOOT RIGHT OF WAY); THENCE NORTHEASTERLY ALONG SAID CURVE AND RIGHT OF WAY, 124.65 FEET TO A POINT OF TANGENCY; THENCE N.35°06'00"E., A DISTANCE OF 238.14 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1505.00 FEET AND A CENTRAL ANGLE OF 12°17'08"; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 322.71 FEET TO A POINT OF TANGENCY; THENCE N.47°23'08"E., A DISTANCE OF 283.64 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1946.86 FEET AND A CENTRAL ANGLE OF 05°48'56"; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 197.61 FEET TO A POINT OF TANGENCY; THENCE N.41°34'12"E., A DISTANCE OF 137.56 FEET; THENCE DEPARTING FROM THE NORTHWESTERLY RIGHT OF WAY OF S.W. 84TH AVENUE ROAD, N.48°25'48"W., A DISTANCE OF 250.00 FEET; THENCE N.41°34'12"E., A DISTANCE OF 300.00 FEET; THENCE N.48°25'48"W., A DISTANCE OF 250.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF STATE ROAD 200; THENCE S.41°34'12"W., ALONG SAID RIGHT OF WAY, 467.98 FEET TO THE POINT OF BEGINNING.

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 25 A DISTANCE OF 9.80 FEET TO THE SOUTHERLY RIGHT OF WAY OF S.W. 103RD STREET ROAD (HIALEAH BOULEVARD, 100' WIDE); SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1550.00 FEET AND A CENTRAL ANGLE OF 7°00'41"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE A CHORD BEARING AND DISTANCE OF N.76°20'18"W. 189.56 FEET TO THE POINT OF TANGENCY OF SAID RIGHT OF WAY CURVE; THENCE N.72°49'57"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE 1475.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1450. FEET AND A CENTRAL ANGLE OF 17°18'38"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE A CHORD BEARING AND DISTANCE OF N.81°29'16"W. 436.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°51'25"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 798.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 41°42'47"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 23°37'32" A CHORD BEARING AND DISTANCE OF N.78°19'49"W. 327.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 18°05'15" A CHORD BEARING AND DISTANCE OF N.57°28'26"W. 251.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.48°25'48"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.89 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 (100' WIDE); THENCE S.41°34'12"W. ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 200 A DISTANCE OF 1327.64 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID SECTION 25; THENCE N.89°12'16"W. ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF AFORESAID SECTION 25 A DISTANCE OF 844.29 FEET; THENCE N.00°47'44"W. 318.41 FEET; THENCE N.35°27'53"E. 275.00 FEET; THENCE S.71°18'49"E. 220.00 FEET; THENCE N.23°28'58"E. 214.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.50 ACRES, MORE OR LESS.

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
07/23/1997-09/20/1997

UTILITY NAME

MANAGER

MARION COUNTY

A. P. UTILITIES, INC. (WU592)
3925 S.E. 45TH COURT, SUITE E
OCALA, FL 34480-7431

PHILIP D. WOODS
(352) 694-7474

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

COUNTYWIDE UTILITY COMPANY (WU008)
P. O. BOX 1476
OCALA, FL 34478-1476

DIRK J. LEEWARD
(352) 245-7007

~~DECCA UTILITIES, A DIVISION OF DECCA (WS466)
8866 S.W. 104TH LANE
OCALA, FL 34401-8901~~

~~JAMES A. BELM
(352) 854-6210~~

EAGLE SPRINGS UTILITIES, INC. (WU470)
P. O. BOX 1975
SILVER SPRINGS, FL 34489-1975

LEONARD (LEN) B. TABOR
(352) 351-8800

EAST MARION SANITARY SYSTEMS, INC. (SU535)
* FIRST FEDERAL BANK OF OSCEOLA
200 EAST BROADWAY
KISSIMMEE, FL 34741-5791

JAMES W. BURNS
(407) 846-3000

EAST MARION WATER DISTRIBUTION, INC. (WU536)
* FIRST FEDERAL BANK OF OSCEOLA
200 EAST BROADWAY
KISSIMMEE, FL 34741-5791

JAMES W. BURNS
(407) 846-3000

FLORIDA WATER SERVICES CORPORATION (WS487)
P. O. BOX 609520
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG
(407) 880-0058

LINADALE WATER COMPANY (WU148)
24901 S.E. COUNTY HIGHWAY 42
UMATILLA, FL 32784-9144

FANNIE J. SHIELDS
(352) 669-3589

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
07/23/1997-09/20/1997

UTILITY NAME

MANAGER

MARION COUNTY (continued)

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) 1343 N.E. 17TH ROAD OCALA, FL 34470-4600	MICHAEL ELLZEY (904) 732-3504
PINE RUN UTILITIES, INC. (WU337) 8865 S.W. 104TH LANE OCALA, FL 34481-8961	JAMES A. BELL (352) 854-6210
QUAIL MEADOW UTILITIES, INC. (WU532) 2477 EAST COMMERCIAL BLVD. FT. LAUDERDALE, FL 33308-4041	STEPHEN G. MEHALLIS (954) 491-1722
RAINBOW SPRINGS UTILITIES, L.C. (WS199) P. O. BOX 1850 DUNNELLON, FL 34430-1850	LOWELL D. SMALLRIDGE (352) 489-5264
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) 622-8285 622-7236
SILVER CITY UTILITIES (WU362) 355 PRINCES STREET KINCARDINE, ONTARIO CANADA N2Z 2-7.	DAVID SMALL (519) 396-2658
SPRUCE CREEK SOUTH UTILITIES, INC. (SU653) 17585 S.E. 102ND AVENUE SUMMERFIELD, FL 34491-6920	HARVEY D. ERP (352) 347-3700

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
07/23/1997-09/20/1997

UTILITY NAME

MANAGER

MARION COUNTY (continued)

SPRUCE CREEK SOUTH UTILITIES, INC. (W591)
17585 S.E. 102ND AVENUE
SUMMERFIELD, FL 34491-6920

HARVEY D. ERP
(352) 347-3700

STEEPLECHASE UTILITY COMPANY, INC. (W598)
* STONECREST
11053 S.E. 174TH LOOP
SUMMERFIELD, FL 34491-8619

L. HALL ROBERTSON, JR.
(352) 307-1033

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (W5746)
ATTN: SADDLE OAK CLUB
31700 MIDDLEBELT ROAD, SUITE 145
FARMINGTON HILLS, MI 48334

JAN CARR
(407) 521-9533

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

JAMES H. HOOGES
(352) 347-8228

TRADEWINDS UTILITIES, INC. (W5350)
P. O. BOX 5220
OCALA, FL 34478-5220

CHARLES DE MENZES
(352) 622-4949

UTILITIES, INC. OF FLORIDA (SU661)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN
(407) 869-1919

UTILITIES, INC. OF FLORIDA (WU443)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN
(407) 869-1919

VENTURE ASSOCIATES UTILITIES CORP. (WU512)
2661 N.W. 60TH AVENUE
OCALA, FL 34482-3933

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)
07/23/1997-09/20/1997

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 BELLEVIEW
5343 S.E. ABSHIER BLVD.
BELLEVIEW, 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

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
07/23/1997-09/20/1997

UTILITY NAME

MANAGER

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

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

STATE OFFICIALS

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

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEON

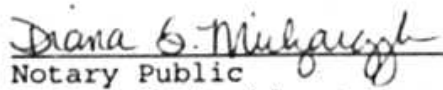
Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared James Bell as Division Manager of DECCA Utilities, who, after being duly sworn on oath, did depose on oath and say that DECCA Utilities has a tariff and a current Annual Report on file with the Public Service Commission.

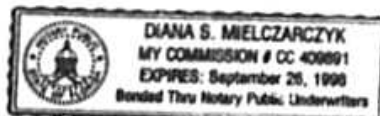
FURTHER AFFIANT SAYETH NAUGHT.


James Bell

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 1 day of August, 1997, by James Bell as Division Manager of DECCA Utilities, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.


Notary Public
State of Florida at Large
My Commission Expires: 9-26-98



decca\t&ar.aff





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

378-S

Upon consideration of the record it is hereby ORDERED
 that authority be and is hereby granted to
Decca Utilities, Division of Development and Construction
Corporation of America Inc.
 Whose principal address is
8865 S.W. 104th Lane
Ocala, Florida 34481-8961 (Marion County)

to provide Wastewater service in accordance with
 the provisions of Chapter 367, Florida Statutes, the Rules,
 Regulations and Orders of this Commission in the territory de-
 scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-
 pended, cancelled or revoked by Orders of this Commis-
 sion.

ORDER <u>14701</u>	DOCKET <u>850255-WS</u>
ORDER <u>16626</u>	DOCKET <u>860857-WS</u>
ORDER <u>PSC-92-1169-FOF-WS</u>	DOCKET <u>920579-WS</u>
ORDER <u>PSC-97-0827-FOF-WS</u>	DOCKET <u>970198-WS</u>

BY ORDER OF THE
 FLORIDA PUBLIC SERVICE COMMISSION



Clare L. Hilde
 Director
 Division of Records & Reporting

EXHIBIT
J



FLORIDA

Public Service Commission

CERTIFICATE NUMBER

447-W

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
Decca Utilities, Division of Development and Construction
Corporation of America, Inc.
Whose principal address is

8865 S.W. 104th Lane

Ocala, Florida 34481-8961 (Marion County)

to provide Water service in accordance with
the provisions of Chapter 367, Florida Statutes, the Rules,
Regulations and Orders of this Commission in the territory de-
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

ORDER <u>14701</u>	DOCKET <u>850255-W5</u>
ORDER <u>16626</u>	DOCKET <u>860857-W5</u>
ORDER <u>PSC-92-1169-FOF-W5</u>	DOCKET <u>920579-W5</u>
ORDER <u>PSC-97-0897-FOF-W5</u>	DOCKET <u>970198-W5</u>

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

[Signature]
Director
Division of Records & Reporting

