

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for amendment)
of Certificate No. 347-W to add)
territory in Marion County by)
Marion Utilities, Inc.)
_____)

Docket No. 961531-WU

NOTICE OF FILING

DECCA UTILITIES, ("Decca"), by and through its undersigned attorneys, hereby notices the filing of the Settlement Agreement in the above-referenced docket.

Respectfully submitted this
13th day of November, 1997, by:


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


By: MARTIN S. FRIEDMAN
For the Firm

decca\filingsa.not

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Filing was furnished via U.S. Mail to Pat Wiggins, Esquire, Wiggins & Villacora, P.A., P.O. Box 1657, Ste. B, Tallahassee, FL 32302 and Tim Vacarro, Esquire, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850 this 13th day of November, 1997.


MARTIN S. FRIEDMAN

DOCUMENT NUMBER DATE

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PRODUCED BY THE COMMISSION

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P _____
T _____
C _____
TH _____

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and between Marion Utilities, Inc. and DECCA Utilities.

W I T N E S S E T H

WHEREAS, Marion Utilities, Inc. has filed an application with the Florida Public Service Commission ("PSC") for an amendment to its Water Certificate, which application has been assigned PSC Docket No. 961531-WU; and,

WHEREAS, DECCA Utilities has filed a protest of that application with the PSC; and,

WHEREAS, the parties desire to amicably resolve this dispute without additional time and expense.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The foregoing recitations are true and correct and incorporated herein.

2. Marion Utilities, Inc. agrees to a deletion from its service area of the property described in Exhibits "A", "B", and "C" hereto. The parties will cooperate in accomplishing that deletion in connection with DECCA Utilities' application to the PSC for an amendment to its existing Water and Wastewater Certificates which is pending before the PSC in PSC Docket No. 971157-WS or as part of PSC Docket No. 961531-WU, whichever is determined to be most expedient. Should the PSC require a separate application be filed by Marion Utilities, Inc. to accomplish the deletion of the service area described in Exhibits "A", "B", and "C" hereof, then

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Marion Utilities, Inc., at its sole expense, shall file such application within 30 days of notice of such requirement. DECCA Utilities shall cooperate with Marion Utilities, Inc.'s application for deletion of that portion of Marion Utilities, Inc.'s service area described in Exhibits "A", "B", and "C" hereto, including but not limited to providing maps and legal descriptions of the property to be debated.

3. DECCA Utilities will reimburse Marion Utilities, Inc. within 30 days after the PSC's approval of the Agreement the sum of \$ 600.00 for connections made by DECCA Utilities within the property described on Exhibit "A" hereto.

4. Marion Utilities, Inc. agrees not to protest DECCA Utilities application to the PSC to amend its Water and Wastewater Certificate, in PSC Docket No. 971157-WS. Marion Utilities, Inc. also agrees not to object to DECCA Utilities' application for an amendment of its Water and Wastewater Certificates filed in PSC Docket No. 971053-WS.

5. DECCA Utilities will not object to future Certificate Amendments by Marion Utilities, Inc. provided that such Amendment is not contrary to Marion County's plans for regional service.

6. DECCA Utilities will not file any objections to any permit modifications requested by Marion Utilities, Inc. to provide service within its PSC certificated service area.

7. Upon the PSC's approval of the deletion from Marion Utilities, Inc.'s Water Certificate of the property described in Exhibits "A", "B", and "C" hereto, DECCA agrees to file with the

PSC in Docket No. 961531-WU a voluntary dismissal of its objection with prejudice.

8. The parties agree to take such other actions and execute other such documents as are necessary to implement this Settlement Agreement.

9. Should either party be required to initiate civil or administrative actions to enforce the terms of this Settlement Agreement, then the prevailing party shall be entitled to reasonable attorneys fees and costs, including those on appeal.


10. This Settlement Agreement is subject to the approval of the PSC. If this Settlement Agreement is not approved by the PSC exactly as written, then it shall become null and void.

11. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the parties concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

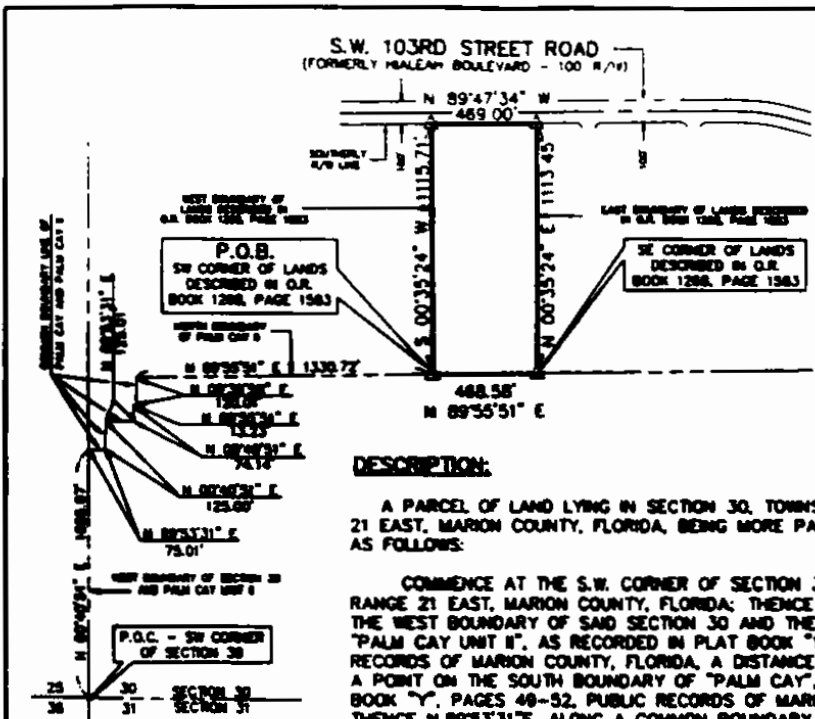
IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of October 31, 1997.

MARION UTILITIES, INC.

DECCA UTILITIES


By: Tim E. Thompson
President


By: James Bell
Secretary



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 "I", PAGES 9-11, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 1086.97 FEET TO A POINT ON THE SOUTH BOUNDARY OF "PALM CAY", AS RECORDED IN PLAT BOOK "Y", PAGES 48-52, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.89°33'31"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 125.01 FEET; THENCE N.89°33'51"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. 468.58 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 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 AFORESAID 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.

LEGEND:

- ☐ = DESCRIBE POINT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.S. = POINT OF SURVEY
- F.B., PG. = FIELD BOOK - PAGE
- P.L.A. = PROFESSIONAL SURVEYOR AND MAPPER
- SEC. = SECTION
- TWP. = TOWNSHIP
- R. = RANGE
- LB = LICENSED BOOKS

GRAPHIC SCALE



(IN FEET)
1 inch = 500 ft.

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 08°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 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.

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 61G17-9, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027, FLORIDA STATUTES.

DATE SIGNED 10-22-97

L. E. Berryman
LAWRENCE E. BERRYMAN
P.S.M. #4834
STATE OF FLORIDA

SKETCH OF DESCRIPTION			
FOR DECCA			
Berryman & Heniger <i>BSI Consultants, Inc. • Heniger & Ray, Inc.</i> (LB # 6415)			
1414 S.W. MARTIN LUTHER KING JR. AVE. OCALA, FLORIDA 34474-3129 (352) 348-5055			
SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA			
DRAWN BY	SLH	DATE OF SKETCH:	10-22-1997
CHECKED BY	LEB	REVISIONS	
CODE	N/A		
DRAWING	MBS8/ORU74		
		SCALE:	1" = 500'
			F.B., PG. N/A
			JOB NO. 77936.00
			FILE NO. 34/851H