

**STATE OF FLORIDA
BEFORE THE PUBLIC SERVICE COMMISSION**

In re: APPLICATION OF LAKE SUZY
UTILITIES, INC. FOR AN ORIGINAL
CERTIFICATE FOR A UTILITY IN
EXISTENCE AND CHARGING RATES

Docket No. 970657-WS

WITHDRAWAL OF OBJECTION OF THE BOARD OF COUNTY
COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, TO THE
APPLICATION OF LAKE SUZY UTILITIES, INC., FOR AN ORIGINAL
CERTIFICATE FOR A UTILITY IN EXISTENCE AND CHARGING
RATES.

The BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY,
FLORIDA ("Board"), hereby files this Withdrawal of Objection to the Application of Lake
Suzy Utilities, Inc. ("Lake Suzy") for an Original Certificate for a Utility in Existence and
Charging Rates ("Application"), and states that:

1. This Withdrawal relates to the Objection by Charlotte County filed October
24, 1997 in the above-referenced docket, which objected to certain parts of the

ACK Application.

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2. The Board is the governing body of Charlotte County, Florida, a county
affected by the Application.

3. The Board and Lake Suzy have negotiated a settlement as represented by
the attached Water and Wastewater Service Area Agreement ("Agreement") dated

December 9, 1997, and Lake Suzy has since amended its Application, as required by the Agreement.

4. Therefore, the Board no longer desires the Public Service Commission ("PSC") to deny the Application and hereby withdraws its Objection dated October 23, 1997, and filed with the PSC on October 24, 1997.

Respectfully submitted,



Martha Young Burton
Assistant County Attorney
Fla. Bar #398179
Attorney for Charlotte County, Florida
Charlotte County Attorney's Office
18500 Murdock Circle
Port Charlotte, FL 33948-1094
(941) 743-1330

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon the attached Service List by U.S. Mail this 9th day of January, 1998.



Martha Young Burton

SERVICE LIST

**Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850**

**Mr. Dallas Shepard, President
Lake Suzy Utilities, Inc.
12408 S.W. Sheri Avenue
Lake Suzy, FL 34266**

**DeSoto County
c/o Vorbeck & Vorbeck, P.A.
Attorneys at Law
207 East Magnolia Street
Arcadia, FL 34266**

**Bobbie L. Reyes, Esq.
Division of Legal Services
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850**

**Richard E. Howell, Director
Charlotte County Utilities
20101 Peachland Blvd., Suite 301
Port Charlotte, FL 33954**

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BCC

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FILE 528930 OR BOOK 1576 PAGE 1791 RECORDED 12/10/97 @ 04:35 PM
CHARLOTTE COUNTY, BARBARA T. SCOTT, CLERK FES \$33.00

WATER AND WASTEWATER SERVICE AREA AGREEMENT

THIS AGREEMENT is entered into this 9th day of December, 1997, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida ("County"), and LAKE SUZY UTILITIES, INC., a Florida corporation ("Lake Suzy").

WITNESSETH:

WHEREAS, County owns and operates Charlotte County Utilities ("CCU") which provides potable water and wastewater services within the Charlotte County Water and Sewer District No. 1; and

WHEREAS, Lake Suzy has filed an Application for Original Certificate for a Utility in Existence and Charging Rates ("Application") with the Florida Public Service Commission ("FPSC") to expand its service area to include the Links Subdivision (described in Exhibit "A" attached hereto and incorporated herein by reference), located wholly within Charlotte County and CCU's service area, formally known as the Charlotte County Water and Sewer District No. 1; and

WHEREAS, Lake Suzy's present service area includes the Byrd Property (described in Exhibit "B" attached hereto and incorporated herein by reference), located in DeSoto County but west of Interstate Highway #75, immediately adjacent to Charlotte County; and

WHEREAS, the parties now desire to enter into this Agreement in order that both the Links Subdivision and the Byrd Property can be provided water and wastewater services in a manner that is economically feasible, in accordance with sound engineering practices, and for the benefit of both parties and their future utility customers.

IMAGED
SS

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V minutes

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, County and Lake Suzy hereby agree as follows:

A. LAKE SUZY'S OBLIGATIONS:

1. Following the execution of this Agreement by both parties, Lake Suzy shall amend its FPSC Application to delete the Links Subdivision from its wastewater service area and to delete the Byrd Property from its water and wastewater service areas.

2. Lake Suzy shall provide the Links Subdivision with potable water service.

3. Lake Suzy shall provide County, on a monthly basis, the water meter readings for the Links Subdivision.

B. COUNTY'S OBLIGATIONS:

1. Following the amendment by Lake Suzy of its FPSC Application as described in Paragraph A.1. above and the FPSC's acceptance of such amendment, County shall withdraw its Objection to Lake Suzy's FPSC Application, and County agrees not to file any further objections to said Application.

2. Also following the amendment by Lake Suzy of its FPSC Application as described in Paragraph A.1. above and the FPSC's acceptance of such amendment, County agrees to amend the Charlotte County Water and Sewer District No. 1 to delete the Links Subdivision from its potable water service area and to add the Byrd Property to its potable water and wastewater service area.

3. County shall provide the Byrd Property with potable water and wastewater service.

4. County shall bill its wastewater customers in the Links Subdivision for sewer use charges on a regular billing cycle as determined by County.

C. GENERAL PROVISIONS:

1. If for any reason Lake Suzy is unable or ceases to provide potable water service to the Links Subdivision, all rights to provide potable water service shall revert to County. If Lake Suzy is unable to provide potable water service to the Links Subdivision, County and Lake Suzy agree to meet and negotiate alternative methods of providing such service to the Links Subdivision and other potential Amendments to this Agreement.

2. Any notices or writings permitted or required by this Agreement shall be delivered or mailed to the persons named at the addresses listed below:

County: Director
 Charlotte County Utilities
 18500 Murdock Circle
 Port Charlotte, FL 33948-1094

Lake Suzy: President or Senior Manager
 Lake Suzy Utilities, Inc.
 12408 SW Sheri Avenue
 Lake Suzy, FL 34266

3. This Agreement may only be amended by a writing duly executed by authorized representatives of County and Lake Suzy.

4. This Agreement constitutes the entire agreement between County and Lake Suzy concerning the subject matter of this Agreement, and it has been executed by an authorized representative of each party on the date first written above.

5. No assignment, delegation, or transfer of this Agreement or any part thereof shall be made unless approved in writing by County and Lake Suzy.

6. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Charlotte County, Florida.

7. This Agreement shall be effective on the date first written above.

IN WITNESS WHEREOF, the parties have executed this contract on the date first written above.

LAKE SUZY UTILITIES, INC.

By: Dallas A. Shepard
Dallas A. Shepard, President

ATTEST:

By: Shelly L. Shepard
Shelly L. Shepard

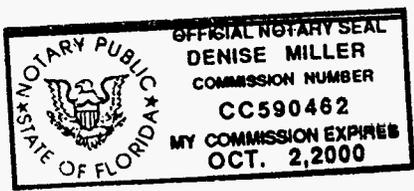
Its Corporate Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

THE FOREGOING Agreement was acknowledged before me this 9th day of December, 1997, by Dallas A. Shepard, President of Lake Suzy Utilities, Inc., who is personally known to me.

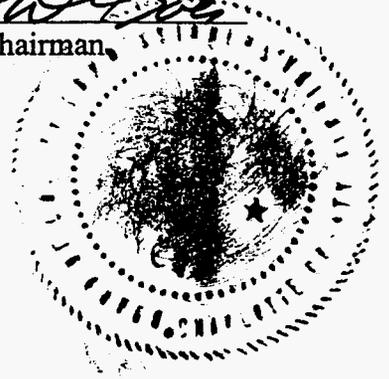
Denise Miller
Notary Public of the State of Florida

Print Name: Denise Miller



BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Matthew D. DeBoer
Matthew D. DeBoer, Chairman



ATTEST:

Barbara T. Scott, Clerk of Court and
Ex-officio Clerk of Court of County
Commissioners

By: Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Renee Francis Lee
Renee Francis Lee, County Attorney NB

THE LINKS SUBDIVISION

A parcel of land lying in Sections 5 and 6, Township 40 South Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Begin at the Northeast corner of said Section 6 and run S00°21'15" W a distance of 130.00 feet. Thence S89° 38' 45" E a distance of 75.84 feet, to the point of curvature of a curve concave to the South, having a radius of 150.00 feet, a central angle of 24° 44' 38." Thence along said curve a distance of 64.78 feet to the point of tangency. Thence S64°54' 07" E a distance of 49.33 feet, to the intersection with the westerly right-of-way line of Kings Highway. Thence S25° 05' 53" W along said right-of-way a distance of 100.00 feet. Thence N64° 54' 07" W a distance of 87.88 feet. Thence S00° 21' 15"W a distance of 101.54 feet. Thence N89° 38' 45" W a distance of 2721.64 feet. Thence N00° 07' 54" E a distance of 154.03 feet. Thence N39° 05' 37" E a distance of 98.67 feet to the intersection with a curve concave to the East, to the South, and the Southwest, having a radius of 50.00 feet, and a central angle of 219° 49' 31." Thence along said curve a distance of 191.83 feet to a point of reverse curvature of a curve to the left having a radius of 25.00 feet, a central angle of 46° 01' 19." Thence along said curve a distance of 20.08 feet. Thence N32° 53' 49" E along a radial line a distance of 66.67 feet to the intersection with the Northerly line of said Section 6, thence S89° 38' 45" E along said Northerly line a distance of 2661.15 feet to the point of beginning.

Containing 19.81 acres more or less.

EXHIBIT "A"

THE BYRD PROPERTY

All that certain land situate in DeSoto County, Florida, being more particularly described as follows:

Begin at S.W. Corner of Section 31, Township 39 South, Range 23 East, then North along section line to right of way of I-75 (569.00 feet plus or minus) then Southeasterly along I-75 right of way to intersection of South section line (672.1 feet plus or minus) then West to point of beginning (370.99 feet plus or minus) containing 2.4 acres more or less.

EXHIBIT "B"