

REQUEST TO ESTABLISH DOCKET
(PLEASE TYPE)

Date July 26, 1998

Docket No. 980953-SU

1. Division Name/Staff Name WAW/Stephanie Clapp *① BAN*

2. OPR _____

3. OCR Shannon Fleming *RF*

4. Suggested Docket Title Acknowledge transfer of wastewater service from Bonita 75 Corporation to Bonita Springs Utilities, Inc., and cancel Certificate No. 485-S in Lee County

5. Suggested Docket Mailing List (attach separate sheet if necessary)

A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.

B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

Clifford Hale

Bonita 75 Corporation

28090 Quail's Nest Lane

Bonita Springs, FL 33923

Mary Ritter

Bonita Springs Utilities, Inc.

P.O. Box 2368

Bonita Springs, FL 34133

2. Interested Persons and their representatives (if any)

Janie Mulligan, General Manager

Days Inn

28090 Quail's Nest Lane

Bonita Springs, FL 33923

6. Check one:

Documentation is attached.

Documentation will be provided with recommendation.

I:\PSC\RAR\WP\ESTDKT.

PSC/RAR 10 (Revised 01/96)

DOCUMENT NUMBER-DATE

07922 JUL 28 88

FPSC-RECORDS/REPORTING



Bonita Springs Utilities, Inc.

JUL 20 1998

Florida Public Service Commission
Division of Water and Wastewater

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JUL 20 8 41 AM '98
ADMINISTRATION
MAIL ROOM

July 14, 1998

Ms. Billie Messer
Public Service Commission
Division of Water & Wastewater
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0873

Re: Wastewater service for "Econo-Lodge FM Connection area"

Dear Ms. Messer:

The area referenced above consists of a Waffle House Restaurant, a Hess gas station (previously a Pick-Kwik) and a motel, which I believe is now a Days Inn. Each of the three are individually billed for water and sewer usage by Bonita Springs Utilities and all three are members of the utility. They are responsible for the sewer infrastructure beyond the lift station that connects to the BSU forcemain.

If you should need any more information or have additional questions, please do not hesitate to contact me.

Sincerely,


Mary Ritter
Project Administrator

September 5, 1996

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APR 24 1998

Florida Public Service Commission
Division of Water and Wastewater

Ms. Janie Mulligan
General Manager
Days Inn
21090 Quail's Nest Lane
Benita Springs, Florida 33923



Re: Reimbursement Agreement

310 WEST MAIN ST
TAMPA, FLORIDA
33607

Dear Janie:

I have discussed the percentage of cost share of the sewer repairs with Patrick C. Toole of Waffle House. Based upon your letter of August 1, 1996 and our telephone conversations, it has been mutually agreed between all parties that Days Inn will be responsible for 50% of all sewer repairs, and Waffle House and Pick Kwik will each be responsible for 25%.

P.O. BOX 30463

TAMPA, FLORIDA
33630-3463

If the above meets with Mr. O'Toole's and your approval and is your understanding of our conversation, please sign all three letters and forward them to Mr. O'Toole for his execution to acknowledge the agreement of these terms. Upon completion, please retain one original executed copy for your file, provide Waffle House with an original, and return the remaining letter for my file.

813 875 9928

FAX 813 871 5232

If you or Mr. O'Toole have any questions concerning this matter or disagree with any of the terms herein, please feel free to contact me at 1-300-388-9928 (ext. 213).

Sincerely,
THE PICK KWIK CORPORATION

Cynthia K. Haag
Real Estate/Environmental Manager

ACKNOWLEDGED AND AGREED:

THE PICK KWIK CORPORATION DAYS INN

By: Cynthia K. Haag

By: Janie Mulligan

Title: Real Estate/Environmental Mgr.

Title: General Manager

NORTHLAKE FOODS INC., D/B/A WAFFLE HOUSE:

By: [Signature]

Title: DIVISION MANAGER

RUDEN, BARNETT, McCLOSKEY, SMITH, SCHUSTER & KUSNER, P.A.

ATTORNEYS AT LAW

200 EAST BROWARD BOULEVARD
SUITE 2000 FORT LAUDERDALE, FLORIDA 33301

POST OFFICE BOX 1100
FORT LAUDERDALE, FLORIDA 33302

TELEPHONE (305) 764-4000
FAX (305) 764-4000

March 15, 1995

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Michael Bedke, Esq.
Blash & Ward, P.A.
100 Barnett Plaza
West Kennedy Boulevard
Fort Lauderdale, Florida 33302-5155

Barry Costolo, Esq.
Dresdick, Doster, Kantor & Reed, P.A.
North Bala Drive
Office Box 2809
Fort Lauderdale, Florida 33302

Re: Sewer Agreement/Bonita Springs
Lodge/Waffle House/Dick Kw...

I am enclosing herewith to all parties to the Sewer Agreements executed by all parties to the above referenced matter. I have attached a copy of the Agreement. I would appreciate your payment to the fee order of the respective party.

The Agreement from Evans Oil Company to Bonita Springs Utilities. An appropriate fee should be attached as an exhibit prior to recording.

Work on the connection to Bonita Springs should be completed soon. Any questions should be directed to Greg Taylor at Tecton at (305) 422-1111.

Paul Radka, Esq.
Harry Costello, Esq.
Jan 18, 1995
Page 3

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Please be advised that the No Objection letter
forwarded to the Florida Public Service Commission
re: petition to Bonita Springs Utilities is complete.

Please feel free to contact me should you have any
questions regarding the foregoing.

Very truly yours,

RUDEN, BARNETT, MCCLYSK, SMITH
& RUSSELL, P.A.



John S. McHugh

John Clark (w/enclosure)
Greg Taylor (w/enclosure) ✓
Robert Ray Kemper, Esq. (w/enclosure)
John S. McHugh, Esq.

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AGREEMENT

THIS AGREEMENT made and notated into by and between
Corporation, an Ohio corporation and certain individuals
Ohio corporation (collectively hereinafter referred to as "Hotel Owners")
Gas Oil Company, Inc., a Florida corporation ("Evans") and South
Limited, a Georgia limited partnership ("M-H"), with the joint
consent of Pick Kwik Food Stores, Inc., a Florida corporation
Lancey") and Northlake Foods, Inc., a Georgia corporation.

WITNESSETH:

1. WHEREAS, Hotel Owners, Evans and M-H own fee simple title
to the properties legally described on Exhibits A-1, A-2 and A-3
herein, individually referred to as the "Hotel Property",
"Pick Kwik Property" and "Waffle House Property" and collectively as
the "Properties";

2. WHEREAS, Evans leases the Pick Kwik Property to Pick Kwik
Stores, Inc. and the Waffle House Property to Northlake Foods, Inc.

3. WHEREAS, the Properties have each been receiving, and continue to receive,
sanitary water service from South Springs Utilities, Inc. (hereinafter referred to as
SSU);

4. WHEREAS, SSU, South Springs Corporation, the predecessor of South Springs
Utilities, Inc., previously entered into an agreement with the
City of South Springs which would tie in to SSU's sanitary sewer system and
be available to each Properties; and

5. WHEREAS, during the period that sanitary sewer service was not available to
the Properties from SSU, private utility facilities were installed to provide
sanitary sewer service for the Properties, including a pump-out station,
a lift station, a plant, various pipes and other facilities, all of which
facilities were franchised by the State of Florida.

6. WHEREAS, each of the parties hereto is of the opinion that the
facilities and reliable sanitary sewer service provided by SSU are
superior to those of separate suppliers for water and sewer service,
and desires to obtain such sanitary sewer service under the terms
and conditions set forth hereinafter.

7. WHEREFORE, for and in consideration of the dollars and other
valuable considerations, the receipt and value of which are
acknowledged, the parties hereby agree as follows:

8. The recitals above are true and correct and are intended to be
construed as such.

9. The parties shall take any and all actions and steps
reasonably necessary to permit the connection of the Properties
to the sanitary sewer systems of SSU.

10. Pick Kwik Lessee and Northlake shall each pay to SSU
Twenty Thousand Five Hundred Dollars (\$25,000.00) as an advance
payment of the costs, engineering costs, hookup fees, power fees and
other costs to be incurred for the connection of the Properties
to SSU's sanitary sewer system. Payment shall be made in
three installments following the later of (i) completion of
the work ordered by SSU, and (ii) availability of sewer service to
the Properties. Any costs in excess of such amount shall be paid by
the Hotel owners, shall construct the system, shall
and undertake the work necessary to connect the Properties to the
sanitary sewer system within the time specified by SSU. The
approvements shall be made in accordance with the standards
and specifications of SSU and shall be of a quality and character

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applicable governmental codes and regulations. Construction improvements shall not unreasonably interfere with each party's use of its respective Property.

4. Each of the parties shall be solely responsible for maintenance of any sewer lines, force mains and other on-site sewer facilities or appurtenances, servicing only the parcel of property it owns, and not servicing more than one parcel. As to any sewer lines, force mains or other on-site sewer facilities or appurtenances to the system (up to the point of connection to BSU's sewer system) servicing two or more of the parcels owned by the parties hereto, the parties also agree to pay monthly their proportionate share of the costs of operation, maintenance, repairs and replacements thereof. Each party's proportionate share shall be determined by multiplying the total costs of such items by a fraction, the numerator of which is the water usage of such party for the next preceding full monthly water billing period and the denominator of which is the total water usage for such next preceding full monthly period for all of the parcels serviced by such shared facilities.

5. The provisions contained herein shall be a covenant running with the land and shall be binding upon the heirs, assigns and successors and assigns of the parties hereto.

6. Any and all prior agreements between any or all of the parties hereto with regard to sanitary sewer service are hereby terminated and of no force and effect.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute and be construed as one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year set forth below their respective signatures.

WITNESSES:
Nicole R McCabe
Printed Name Nicole R McCabe

HOTEL OWNER:
CARDINAL ACCEPTANCE CORPORATION

Jamie Rustemeyer
Printed Name Jamie Rustemeyer

By: [Signature]
Its: [Signature]
Printed Name: [Signature]
Dated: 1-6-75

Nicole R McCabe
Printed Name Nicole R McCabe

CARDINAL INDUSTRIES MORTGAGE COMPANY

Jamie Rustemeyer
Printed Name Jamie Rustemeyer

By: [Signature]
Its: [Signature]
Printed Name: [Signature]
Dated: 1-6-75

Linda Benfield
Printed Name Linda Benfield

EVANS:
EVANS OIL COMPANY, INC.

Cynthia Sutton
Printed Name Cynthia Sutton

By: [Signature]
Its: [Signature]
Printed Name: [Signature]
Dated: 1-6-75

DUPLICATE COPY

Peggy A. Bonard
Printed Name Peggy A. Bonard

Loa Autry
Printed Name Loa Autry

Jersey Thomas
Printed Name Jersey Thomas

Mary Loehe
Printed Name Mary Loehe

Gail Thomas
Printed Name Gail Thomas

Melanie Wright
Printed Name MELANIE WRIGHT

STATE OF Ohio
~~FLORIDA~~
COUNTY OF Franklin

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the State aforesaid and in the County aforesaid to take acknowledgment, the foregoing instrument was acknowledged before me by James B. Bonard, the Vice President of CARDINAL ACCEPTANCE CORPORATION, a Ohio corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of March, 1955.

Jamie Rustemeyer
Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:



JAMIE RUSTEMEYER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 24, 1958

W-71

BOWTIA SPRINGS W-H LIMITED, a Georgia limited partnership

By: [Signature]
Its: General Partner
Printed Name: John A. Beld
Dated: 1-16-55

PICK MIX LESSEE:
PICK MIX FOOD STORES, INC.

By: [Signature]
Its: Vice President
Printed Name: C. David Lister
Dated: 1-16-55

NORTHLAKE:
NORTHLAKE FOODS, INC.

By: [Signature]
Its: President
Printed Name: Leary P. Martindale
Dated: 1-16-55

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STATE OF FLORIDA)
 On this 18th day of
COUNTY OF FRANKLIN) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by James H. Bowner, the Vice President of CARDINAL INDUSTRIES MORTGAGE COMPANY, INC. a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 18th day of March, 1995.



JAMIE RUSTENBERG
Notary Public

Jamie Rustenberg
Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
 On this 27th day of
COUNTY OF Franklin) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by David Evans, the President of EVANS OIL COMPANY, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of February, 1995.

Pete M. Johnson
Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COM. EXPIRES 11/25/95
FOR THE DEPARTMENT OF NOTARY REGISTRATION

STATE OF FLORIDA

COUNTY OF Orange

DUPLICATE COPY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John H. ... a Georgia corporation, the President of SONITA SPRINGS M-H LIMITED, a Georgia corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me and he has produced an identification

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of February, 1952

[Signature]
Notary Public

My Commission Expires

STATE OF FLORIDA

COUNTY OF Alachua

Notary Public, Cook County, Georgia
My Commission Expires July 6, 1955

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by S. David ... the Vice President of PICK KWIK FOOD STORES, INC., a Georgia corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me and he has produced an identification

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of February, 1952

[Signature]
Notary Public

My Commission Expires

typed, printed or stamped name of Notary Public



MARY G. SPITZER
MY COMMISSION & COMMISSION EXPIRES
April 2, 1951
BIRMINGHAM, ALABAMA

STATE OF GEORGIA)

COUNTY OF FULTON)

NO COPY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by LARRY P. WERTHOLD, the President of WORTZLACK FOODS, INC., a Georgia corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me and has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of January, 1955.

Paul Thomas
Notary Public

Paul Thomas
Notary Public

Notary Public Expires:

Notary Public, Fulton County, Georgia
Commission Expires May 30, 1957