

030294-SU

APPLICATION FOR AMENDMENT OF CERTIFICATE

(EXTENSION)

(Pursuant to Section 367.045, Florida Statutes)

To: **Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for amendment of Water Certificate No. and/or Wastewater Certificate No. 419-W to ADD (add or delete) territory located in Marion County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Name of utility **Residential Water Systems, Inc.**

(352) 622-4949

Phone No.

(352) 732-4366

Fax No.

Office street address 1410 NE 8th Ave

City Ocala

State FL

Zip Code 34470

Mailing address if different from street address PO Box 5220
Ocala, FL 34478-5220

Internet address if applicable Charlie@alternativephone.com

B) The name, address and telephone number of the person to contact concerning this application:

Charles deMenzes

Name

(352) 622-4949

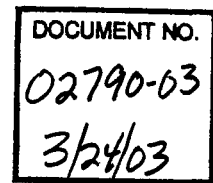
Phone No.

Street address PO Box 5220

City Ocala

State FL

Zip Code 34478-5220



PART II NEED FOR SERVICE

- A) Exhibit A - If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.
- B) Exhibit N/A - If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service.
- C) Exhibit B - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

PART III SYSTEM INFORMATION

A) WATER

- (1) Exhibit C - A statement describing the proposed type(s) of water service to be provided by the extension (i.e., potable, non-potable or both).
- (2) Exhibit D - A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.
- (3) Exhibit N/A - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (4) Exhibit E - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (5) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.

- (6) Exhibit F - Evidence the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

B) WASTEWATER N/A

- (1) Exhibit ___ - A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- (2) Exhibit ___ - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (3) Exhibit ___ - If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.
- (4) Exhibit ___ - If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse.
- (5) Exhibit ___ - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.
- (7) Exhibit ___ - Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

PART IV FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit G - A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.
- B) Exhibit H - A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.
- C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges.
- D) Exhibit I - A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

PART V TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit J - An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territory is different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit K - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory to be added or deleted is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit L - One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for water and wastewater systems.

PART VI NOTICE OF ACTUAL APPLICATION

- A) Exhibit M - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
 - (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and are located within the county in which the territory proposed to be served is located;
 - (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties that hold a certificate granted by the Commission;
 - (4) the regional planning council;
 - (5) the Office of Public Counsel;
 - (6) the Public Service Commission's Director of Records and Reporting;
 - (7) the appropriate regional office of the Department of Environmental Protection; and
 - (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit.
THIS MAY BE A LATE-FILED EXHIBIT

- B) Exhibit N/A - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit N - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$ 100.00 (for water) and/or \$ N/A (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is as follows:

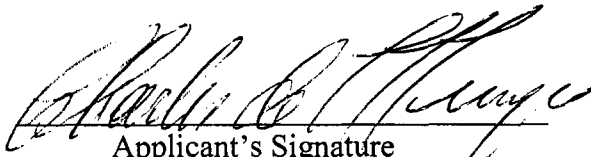
- (1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, the filing fee shall be **\$100.**
- (2) For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be **\$200.**
- (3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be **\$500.**
- (4) For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be **\$1,000.**
- (5) For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, the filing fee shall be **\$1,750.**
- (6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be **\$2,250.**

PART VIII TARIFF AND ANNUAL REPORTS

- A) Exhibit O - An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit P - The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (The rules and sample tariff sheets are attached.)

PART IX AFFIDAVIT

I Charles deMenzes (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

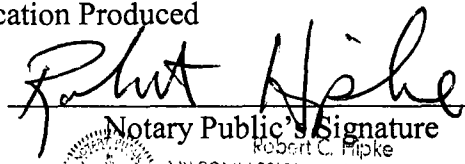
BY: 
Applicant's Signature
Charles deMenzes
Applicant's Name (Typed)
President
Applicant's Title *

Subscribed and sworn to before me this 20th day in the month of MARCH

in the year of 2003 by Charles deMenzes who is personally known to me

or produced identification _____

Type of Identification Produced


Notary Public's Signature
Robert C. Pipke
MY COMMISSION # CC621427 EXPIRES
March 28, 2003
BONDED THROUGH FAIR INSURANCE, INC.

Print, Type or Stamp Commissioned
Name of Notary Public

* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

D.S. 45
S.T. _____

Charles R. Tucker
500 NE 8th Ave.
Ocala, FL 32670

This is a Transfer
Deed

This instrument, made the 26 th day of January

O.R. 1100 PAGE 1582
BUYER A.D. 1984

RECORD AND
RETURN TO

CHARLES T. FINNEY and NANCY E. FINNEY, as tenants in common,
hereinafter called the grantor*, and RESIDENTIAL WATERSYSTEMS INC., a Florida
Corporation,

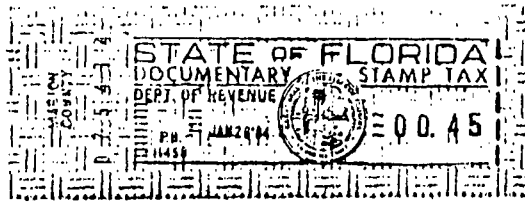
whose mailing address is 1850 S.W. Pine Ave., Ste. 3
Ocala, Fla 32674

hereinafter called the grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of -----TEN (\$10.00)-----
-----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 and assigns forever,
the following described land, situate, lying and being in Marion County, Florida, to-wit:

TRACT "A", HIGHPOINTE SUBDIVISION, as per plat thereof
recorded in Plat Book W, pages 32 and 33, Public Records
of Marion County, Florida.

This is not homestead property or contiguous thereto.



JAN 25 4 35 PM '84
RECORDED
MARION COUNTY
FLORIDA

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. * "Grantor" and "grantee" are used for singular or plural as context requires.
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.

Carole A. Wyckoff
Witness No. 1

Charles T. Finney (Seal)
Charles T. Finney

Carleen M. Wyckoff
Witness No. 2

Nancy E. Finney (Seal)
Nancy E. Finney

STATE OF FLORIDA, COUNTY OF MARION.
The foregoing instrument was acknowledged before me this
by

day of January , 1984

NOTARY SEAL

Carleen M. Wyckoff
Notary Public - State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 2 1984
BONDED THROUGH GENERAL INS. UNDERWRITERS.

This Space for State Documentary Stamp Tax

FOR RECORDERS USE

This Space for Documentary Sw Tax

STATE OF FLORIDA, COUNTY OF MARION.

Filed and recorded _____ in O.R. Book _____ Page _____
Record Verified. Frances E. Thigpin, Clerk of Circuit Court, Marion County, Florida.

By _____ D.C.



The Instrument Prepared by
MARY B. STEWART
Attorney at Law
1701 S. E. 11th Street
Ocala Florida 32671

" F "

10.50 net
.55 ds

Parcel No.: In 35818-000-01

S.S.No.:

WARRANTY DEED

Made this 4th day of April, 1991, BETWEEN

WILLIAM A. CARBAUGH, JOSEPH C. LONDON, DORIS ELLZEY and MIKE ELLZEY, as a majority of the surviving trustees of SUN TREE, OCALA, INC., a dissolved Florida corporation, hereinafter called the Grantor, and

RESIDENTIAL WATER SYSTEMS, INC., a Florida Corporation, whose address is 310 S. E. 8th Street, Ocala, Florida 32671, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH, That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) 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 and assigns forever, the following described land, situate, lying and being in Marion County, Florida, to wit:

Tract "A", SUN TREE, per plat thereof recorded in Plat Book "X", pages 3 and 4, public records of Marion County, Florida.

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.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
WILLIAM A. CARBAUGH

[Signature]
As to Carbaugh

[Signature]
JOSEPH C. LONDON

[Signature]

[Signature]
As to London

[Signature]
DORIS ELLZEY

[Signature]

[Signature]
As to Doris Ellzey

[Signature]
MIKE ELLZEY

[Signature]

[Signature]
As to Mike Ellzey

EX 172950423

91-021321

91 APR 10 12:55:32

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
00.55

" F "

EX 1729FC0424

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared WILLIAM A. CARBAUGH, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8TH day of April, 1991.

My commission expires:

Dean J. Pikel
Notary Public, State of Florida
at Large
Notary Public, State of Florida at Large
My Commission Expires May 21, 1992.

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JOSEPH C. LONDON, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of April, 1991.

Notary Public, State of Florida at Large
My Commission Expires March 25, 1994
My commission expires:

Carole A. Nator
Notary Public, State of Florida
at Large

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared DORIS ELLZEY, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of April, 1991.

Notary Public, State of Florida at Large
My Commission Expires March 25, 1994
My commission expires:

Carole A. Nator
Notary Public, State of Florida
at Large

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared MIKE ELLZEY, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of April, 1991.

My commission expires:

6/25/93

Kevin R. Geste
Notary Public, State of Florida
at Large

APPLICATION FOR AMENDMENT OF CERTIFICATE
(EXTENSION)

(Section 367.045, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on March 31, 2003, pursuant to Section 367.045, Florida Statutes, of the application of Residential Water Systems, Inc. to amend its Water Certificate No. 419-W to add territory in Marion County, Florida as follows:

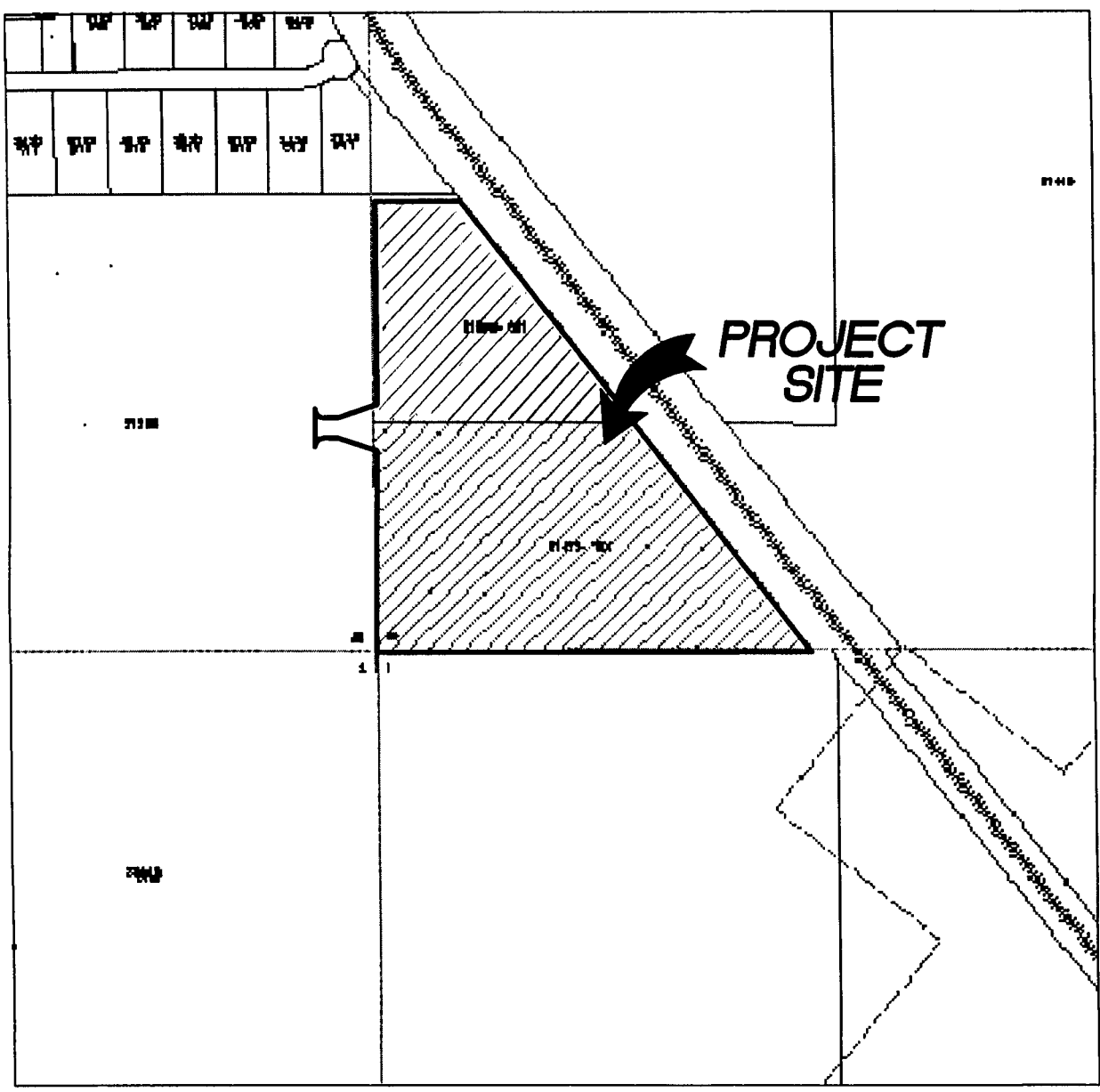
SEC 36 TWP 15 S RGE 22 E

BEGIN AT THE SW CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE N. 00' 03' 20" W. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 1323.85 FEET TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE S.W. ¼ OF TH S.W. ¼ OF SAID SECTION 36; THENCE N. 89' 51' 06" E. ALONG SAID NORTH BOUNDARY 247.63 FEET TO A POINT ON THE WESTERLY BOUNDARY OF RAILROAD RIGHT OF WAY (200' WIDE); THENCE S. 37' 33' 40" E. ALONG SAID WESTERLY BOUNDARY 1667.75 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID SECTION 36; THENCE S. 89' 53' 19" W. ALONG SAID SOUTH BOUNDARY 1263.03 FEET TO THE POINT OF BEGINNING CONTAINING 22.957 ACRES MORE OR LESS. TOGETHER WITH TRACT "B" OF "DALTON WOODS" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 5 PAGES 160 THRU 163 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA CONTAINING 0.35 ACRES MORE OR LESS.
Parcel # 31399-001-00 and Parcel #31413-001-00

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Residential Water Systems, Inc
P.O. Box 5220
Ocala, FL 34478-5220

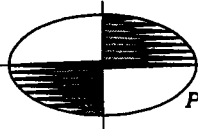
Exhibit "K"



Dalton Woods - 1st Addition
 A Private Residential Subdivision
 Marion County, Florida

MARION COUNTY
 PROPERTY
 OWNERSHIP
 MAP

PROJECT NO. 353-002



JOHN P. DANIELS ENGINEERING, INC.
 1309 S.E. 25th LOOP, SUITE 102 OCALA, FLORIDA 34471
 PHONE: (352) 369-4000 FAX: (352) 369-4002 EMAIL: mailbox@jpdeng.com

DRAWN:	JW	3-18-03
CHECKED:	J.P.D.	3-18-03
SCALE:	1" = 500'	
DWG. NAME:	"MCPAIMG"	

COA No. 5055

NEED FOR SERVICE

Exhibit A: Residential Water Systems, Inc. has been requested to provide service by Developers as shown by Water Utilities Agreement in Exhibit J.

Exhibit B: To the best of the applicant's knowledge, the provision of service will be consistent with the water section of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs.

SYSTEM INFORMATION

Exhibit C: The proposed type of water service to be provided is potable.

Exhibit D: The capacity of existing lines and the lines to be constructed as well as the capacity of the expanded treatment plant will be sufficient to supply the proposed extension.

Exhibit E: The customers to be served will be single family homes.

Exhibit F: Attached

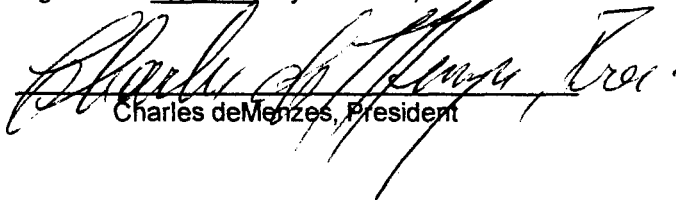
FINANCIAL AND TECHNICAL INFORMATION

Exhibit G: The applicant, Charles deMenzes, currently owns a water and wastewater utility in addition to Residential Water Systems, Inc. The applicant has owned and operated private utilities since 1983 and has the technical and financial ability to render reasonable, adequate and efficient service.

Exhibit H: The applicant has submitted an application to the Department of Environmental Protection for a Construction Permit to increase well flow capacity from 30hp to 50hp for fire flow as required and paid for by the Developers.

Exhibit I: The projected impact of the extension will not affect the utility's monthly rates and service availability charges.

Signed this 20th day of March, 2003


Charles deMenzes, President

NAME OF COMPANY Residential Water Systems, Inc.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 419-W

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12842	01/04/84	830436-W	Original
14554	07/10/85	840284-WU	Amended
PSC-96-0165-FOF-WU	03/29/96	950907-WU	Amended
PSC-98-1152-FOF-WU	08/25/98	961310-WU	Transfer of Majority Organizational Control
PSC-99-2248-FOF-WU	11/15/99	990698-WU	Extension
_____	_____	_____	Extension

(Continued to Sheet No. 3.1)

Charles deMenzes
ISSUING OFFICER
President
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

SEC 35 TWP 15 S RGE 22 E

BEG AT THE NE COR OF SW ¼ OF SE ¼ TH W ALONG N BDY OF SW ¼ OF SE ¼ 629.17 FT TO ELY ROW OF BUFFINGTON RD TH S26-30-07W ALONG ROW 344.78 FT TH E 783.69 FT N 308.30 FT TO POB Parcel No. 31319-000-17

SE ¼ OF THE SE ¼ Parcel No. 31368-000-00

SEC 2 TWP 16 S RGE 22 E

NE ¼ OF THE NE ¼ Parcel No. 35800-018-00

N ½ SE ¼ OF THE NE ¼ Parcel No. 35800-019-00

N ½ OF NW ¼ OF THE NE ¼ EX W 30 FT FOR RD Parcel No. 35800-019-01

S134.5' OF E 248 FT OF N ½ OF SE ¼ OF NE ¼ NW ¼ EX E 30 FT FOR RD ROW
Parcel No. 35803-020-01

COM AT THE NE COR OF S ½ OF THE SE ¼ OF THE NE ¼ OF THE NW ¼ W 660 FT S 417.33 FT E 660 FT N 417.33 FT EX E 30 FT FOR RD ROW. Parcel Nos. 35803-000-00 & 35803-006-00

S 1232.67 FT OF THE E ½ OF THE SE ¼ OF THE NW ¼ EX E 30 FT FOR RD ROW
Parcel Nos. 35803-005-00 , 004-00, 003-00 & 002-01

COM AT THE NE COR OF THE SW ¼ W 30 FT FOR POB S 707.21 FT W 867 FT N 353.28 FT E 105 FT N 353.93 FT E 762.58 FT TO POB
Parcel Nos. 35804-002-00, 003-00, 003-01 & 35808-000-00, 35808-001-00, 002-00, 003-00

SEC 36 TWP 15 S RGE 22 E

BEGIN AT THE SW CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE N. 00° 03' 20" W. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 1323.85 FEET TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE S.W. ¼ OF TH S.W. ¼ OF SAID SECTION 36; THENCE N. 89° 51' 06" E. ALONG SAID NORTH BOUNDARY 247.63 FEET TO A POINT ON THE WESTERLY BOUNDARY OF RAILROAD RIGHT OF WAY (200' WIDE); THENCE S. 37° 33' 40" E. ALONG SAID WESTERLY BOUNDARY 1667.75 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID SECTION 36; THENCE S. 89° 53' 19" W. ALONG SAID SOUTH BOUNDARY 1263.03 FEET TO THE POINT OF BEGINNING CONTAINING 22.957 ACRES MORE OR LESS. TOGETHER WITH TRACT "B" OF "DALTON WOODS" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 5 PAGES 160 THRU 163 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA CONTAINING 0.35 ACRES MORE OR LESS.
Parcel # 31399-001-00 and Parcel #31413-001-00

Charles deMenzes
Issuing Officer

President
Title

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
MARION	HIGH POINTE SUB	YES	13.0
MARION	SUNTREE SUB	YES	13.0
MARION	EDGEWOOD SUB	YES	13.0
MARION	WINEBERRY SUB	YES	13.0
MARION	COUNTRY ESTATES	YES	13.0
	BUFFINGTON ADD.		
MARION	DALTON WOODS	YES	13.0
MARION	DALTON WOODS	YES	13.0
	1 ST ADDITION		

Charles deMenzes
Issuing Officer

President
Title

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

419 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

RESIDENTIAL WATER SYSTEMS, INC.

Whose principal address is:


1732 N.E. 25th Avenue
Ocala, FL 34470 (Marion County)

to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	12842	DOCKET	830436-W
ORDER	14554	DOCKET	840284-WU
ORDER	PSC-96-0165-FOF-WU	DOCKET	950907-WU
ORDER	PSC-98-1152-FOF-WU	DOCKET	961310-WU
ORDER	PSC-99-2248-FOF-WU	DOCKET	990698-WU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

FLORIDA PUBLIC SERVICE COMMISSION



Blanca L. Baye

Director
Division of Records and Reporting

WATER UTILITIES AGREEMENT

THIS AGREEMENT (the "*Agreement*"), made and entered into this 18 day of March, 2003, by and between **ROBERT P. DRAKE, AS TRUSTEE** (hereinafter referred to as "*DEVELOPER*") and **RESIDENTIAL WATER SYSTEMS, INC.** (hereinafter referred to as "*UTILITY*");

WITNESSETH:

IN CONSIDERATION of the mutual promises and covenants and other value flowing between the parties and intending to be legally bound, they agree as follows

BACKGROUND

DEVELOPER and UTILITY have previously entered into a Water Utilities Agreement dated June 25, 1999, (the "*Original Agreement*") providing for the construction of a potable water distribution system within and serving the Dalton Woods subdivision, said subdivision having been platted per plat recorded in Plat Book 5 at Page 160, Public Records of Marion County, Florida (the "*Existing Subdivision*").

DEVELOPER is the owner of that certain real property described in Schedule A attached located immediately to the east of the Existing Subdivision which Developer intends to develop as a residential subdivision as an addition to the Existing Subdivision (hereinafter the "*First Addition*").

UTILITY is the owner and operator of a water utility system located in the general vicinity of the intersection of Southeast 41st Court and Southeast 57th Street known as High Point Water Plant (the "*Utility System*").

The parties desire that the property located within the First Addition be served by a potable water distribution system connected to the potable water system presently serving the Existing Subdivision so that the First Addition, and the single family residences located therein, can be served by the Utility System.

IT IS THEREFORE AGREED THAT:

1. **DEFINITIONS.** The parties agree that for purposes of this Agreement the following terms shall have the following meanings:

- 1.1 "***First Addition On-Site Improvements***" – shall mean the construction, within the Project, of a potable water distribution system connecting to the Utility System.

1.2 **"Project"** – shall mean the development of the real property owned by DEVELOPER and more particularly described in Schedule "A" attached and made a part hereof as a residential subdivision with approximately 32 residential lots.

1.3 **"Utility System"** – shall mean the water utility system owned and operated by UTILITY located at the general vicinity of the intersection of SE 41st Court and SE 56th Street known as the *High Point Water Plant*, as well as all distribution service lines associated therewith, including, but not limited to, the *"Off-Site Improvements"* and the *"On-Site Improvements"* constructed pursuant to the Original Agreement.

2. **APPLICATIONS.** Both parties will cooperate in the filing of all necessary applications by UTILITY to bring DEVELOPER's property within UTILITY's franchise area. DEVELOPER shall provide UTILITY with all required information produced by DEVELOPER's engineers, agents and employees that is necessary for UTILITY to make such application. UTILITY shall promptly apply for and diligently pursue such application on or before April 30, 2003 and UTILITY shall bear the expense in connection with the application costs to the Florida Public Service Commission. This Agreement shall not become effective until the Florida Public Service Commission has approved it, and is contingent upon such approval being obtained prior to December 31, 2003. In the event that this Agreement is cancelled as per the terms of this paragraph, UTILITY shall promptly refund to DEVELOPER any contributions in aid of construction as provided in Sections 14 and 15 hereof.

3. **PLANS.** DEVELOPER will have a qualified engineer design all portions of the First Addition On-Site Improvements, and UTILITY shall have the right to review and approve the same.

No construction of the First Addition On-Site Improvements shall commence until UTILITY has given final approval of the Plans pertaining to the particular improvements. During the design phase and upon completion thereof, UTILITY shall periodically review said plans and shall give final approval to the same before any construction is commenced. UTILITY will approve any plans, or notify DEVELOPER of objection to the same, within fifteen (15) days of receipt.

UTILITY shall recognize the design of water facilities prepared by a professional engineer registered in the State of Florida regularly engaged in the field of engineering, covering the design of the First Addition On-Site Improvements. Provided, however, that each such design shall be fully subject to the approval of UTILITY and shall conform in all respects to the criteria of UTILITY governing the installation of UTILITY facilities ultimately to be accepted by UTILITY for ownership operation and maintenance. UTILITY recognizes that John P. Daniels is an acceptable engineer for purposes of this paragraph. UTILITY reserves the right to charge a fee, equal to the actual cost to UTILITY, not to exceed Five Hundred Dollars (\$500.00) for reviewing such engineering plans and furnishing to DEVELOPER's engineer, various information regarding location and criteria.

All designs of water distribution facilities are at all times subject to the approval of other agencies having jurisdiction over such design. Provided, however, that the UTILITY will establish specifications based upon good engineering and UTILITY construction practices, and shall provide such specifications to DEVELOPER. Any such specifications shall be incorporated into the First

Addition On-Site Improvements design and construction. In the event that such specifications are not incorporated into the design and construction the UTILITY reserves the right to order suspension of further design or construction pending correction of the deficiencies.

4. **CONSTRUCTION.** Upon final approval of the plans for the First Addition On-Site Improvements by UTILITY, DEVELOPER, at DEVELOPER's cost and expense, shall construct the same to connect with UTILITY's existing lines within the Existing Subdivision. The exact location of the connection will be agreed upon before commencement of construction.

All work to be performed by DEVELOPER hereunder shall be done by qualified engineers and contractors, and shall be in accordance with plans and specifications approved by UTILITY and in conformity with the requirements of all governmental regulatory bodies. The UTILITY further reserves the right to reject any construction contractor who the UTILITY believes or has reason to believe does not perform, construct, or install facilities in accordance with good engineering practices and generally accepted construction practices as practiced by the UTILITY. The current qualified contractors in Marion County, Florida are (a) Hamlet Construction, Inc., (b) Belleview Underground, Inc., (c) South Marlon Underground, Inc. and (d) Ocala Underground, Inc.

At such time as DEVELOPER decides to construct and install or have constructed and installed, the First Addition On-Site Improvements, the DEVELOPER shall, not less than thirty (30) days prior to commencing construction, furnish the UTILITY with a complete copy of the plans and specifications of the proposed construction, and a list of proposed underground utility contractors. The UTILITY shall have three (3) days in which to determine the acceptability of the design, plans and specifications furnished to it by the DEVELOPER. If the UTILITY shall object to the design, plans and specifications or any part thereof, construction shall not commence pending the resolution of the UTILITY's objection.

5. **UPGRADING.** UTILITY, at its own expense, shall upgrade the Utility System to provide service to the proposed subdivision. DEVELOPER will provide UTILITY with the flow demand information for the proposed subdivision, including County required fire flow, upon signing of this Agreement. UTILITY will have a licensed engineer design the upgrade to the Utility System with sufficient capacity to service the flow demand, including County required fire flow, of the proposed subdivision. UTILITY shall complete the upgrade within ninety (90) days of receipt of the Contributions in Aid of Construction set forth in Sections 14 and 15 below.
6. **DEVELOPER'S OBLIGATIONS.** DEVELOPER shall furnish to the UTILITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. If DEVELOPER increases the number of residential lots within the Project, it shall be liable for an adjustment in its total Contribution-in-Aid-of-Construction.
7. **CONVEYANCE.** Upon completion of construction of the First Addition On-Site Improvements, and certification by the Engineer who prepared the final Plans approved pursuant to Section 3 above that the First Addition On-Site Improvements have been constructed in accordance with said Plans, and approval of the First Addition On-Site Improvements by all appropriate governmental regulatory

bodies, then the DEVELOPER shall convey said facilities from DEVELOPER's property line to the point where they tie into UTILITY's existing system within the Existing Subdivision, free and clear of all encumbrances, to UTILITY.

The DEVELOPER shall convey the water distribution system to UTILITY by bill of sale, in form satisfactory to UTILITY's attorney, together with such evidence as may be required by UTILITY that the water system proposed to be transferred to UTILITY is free and clear of all liens and encumbrances.

Notwithstanding anything in this paragraph to the contrary, any portion of the First Addition On-Site Improvements physically located within the customer's property lines (i.e., within the boundary of an individual platted lot) shall not be transferred to UTILITY and shall remain the property of individual customers, their successors or assigns.

DEVELOPER shall maintain accurate records establishing the construction costs of all UTILITY facilities constructed by the DEVELOPER. Such costs information shall be furnished to UTILITY concurrently with the bill of sale, and such cost information shall be a prerequisite for acceptance by UTILITY of the portion of the water distribution system constructed by the DEVELOPER. DEVELOPER shall also supply to the UTILITY a complete copy of "as built" plans signed by the engineer responsible for construction, and the supplying of such plans will be a prerequisite for the acceptance by the UTILITY of the portion of the water distribution system constructed.

UTILITY shall accept the facilities constructed by DEVELOPER upon DEVELOPER complying with all terms of this Agreement and:

- 7.1 Providing to UTILITY an accounting of the actual cost of the First Addition On-Site Improvements together with copies of all paid bills and releases of liens received by the DEVELOPER or his agent, in connection with the construction of the First Addition On-Site Improvements;
- 7.2 Furnishing UTILITY with a mylar sepia copy of the "as built" drawings of the DEVELOPER's construction of First Addition On-Site Improvements;
- 7.3 Furnishing, in form and substance acceptable to UTILITY, all of the following relating to the DEVELOPER's First Addition On-Site Improvements;
 - 7.3.1 All permits and governmental approvals obtained by DEVELOPER, it's Contractors or agents;
 - 7.3.2 Engineer's Certifications;
 - 7.3.3 Bill of Sale with warranties of title;
 - 7.3.4 Easements pursuant to Paragraph 11;

7.3.5 As Built drawings certified by DEVELOPER's engineer;

7.3.6 Contractor's warranty of workmanship and materials for a period of one (1) year following acceptance of facilities by UTILITY.

7.3.7 A copy of the recorded Restrictive Covenants complying with Section 17 below.

8. **REPAIRS AND MAINTENANCE PRIOR TO ACCEPTANCE.** DEVELOPER shall be responsible for and make any repairs or replacements as a result of any breakage, vandalism or other damage caused to the First Addition On-Site Improvements, including, without limitation, meter boxes and UTILITY's meters, until final acceptance of the same by UTILITY. After final acceptance of First Addition On-Site Improvements, DEVELOPER shall indemnify and hold UTILITY harmless for the cost of any repairs for any breakage or other damage to First Addition On-Site Improvements from time of completion of the First Addition On-Site Improvements until completion of all roads, paving, drainage and other construction on the portion of DEVELOPER's property on which First Addition On-Site Improvements have been conveyed necessary to complete the development. If, within ten (10) days of the receipt of UTILITY's notice of such breakage or any other damage, DEVELOPER fails to make timely repairs and corrections, UTILITY shall have the option to make such repairs or replacements at DEVELOPER's cost.
9. **HOLD HARMLESS.** UTILITY shall not be liable or responsible to DEVELOPER, nor DEVELOPER to UTILITY, as a result of injury to property or persons, which said injury was created by "Force Majeure" which, as employed herein, shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes beyond the control of UTILITY or DEVELOPER whether or not of the same kind as enumerated herein. Further, in no event shall the UTILITY be liable to DEVELOPER or any customer for any inconsequential, incidental, or punitive damages as a result of injury to property or person, regardless of whether said injury was the result of acts of or within the control of UTILITY or others.
10. **REFUSAL OF SERVICE.** UTILITY shall have the right to refuse to provide service to the DEVELOPER, and the right to terminate service to any lot or building within DEVELOPER's property, in the event DEVELOPER defaults or fails to comply with any of the terms and conditions contained herein in a timely manner and fails to cure such default or fails to comply within ten (10) days following receipt by DEVELOPER of UTILITY's notice of such default or failure to comply, or in the case of a default or failure to comply which can not be cured within ten (10) days if Developer has not commenced, and is not pursuing with due diligence, curing such default or failure to comply.

UTILITY reserves the right to refuse connection and to deny the commencement of service to any customer seeking to be connected to portions of the water distribution system until such time as the provisions of this Section have been fully met.

11. **EASEMENTS AND RIGHTS-OF-WAY.** As a prerequisite to the construction of any water and distribution system proposed to be connected to the facilities by UTILITY, DEVELOPER shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of UTILITY. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to UTILITY's Attorney. UTILITY reserves the right to require such easement or right-of-way to the point at which a meter is proposed to be installed being the point at which the UTILITY's facilities join with customer's installation.

12. **PROVIDING WATER DURING CONSTRUCTION.** UTILITY shall not provide water for construction on an unmetered basis, and the DEVELOPER agrees that all charges, including minimum charges for water service, shall be paid from the date of meter installation in accordance with UTILITY's approved rate schedule. DEVELOPER shall not allow any agents, contractors, or subcontractors to tap, connect or otherwise draw water from any point of the water system except those designated metered supply points installed by the UTILITY.

13. **INSPECTIONS.** The UTILITY shall have, at all times during the construction, the right to inspect the construction of the water facilities being built by the Developer, or its agents or employees, as set forth in this agreement. Such inspection is designed to assure UTILITY that water lines are installed in accordance with approved designs. UTILITY further reserves the right to be present at all tests of component parts of water distribution systems for the purpose of determining that the system, as constructed, conforms to the design criteria for exfiltration, infiltration, pressure testing line and grade. Such tests will be performed by the DEVELOPER or DEVELOPER's contractor, but only after providing reasonable notice to UTILITY's authorized inspector and an opportunity for said authorized inspector to be present and to directly supervise said tests.

Construction of facilities by DEVELOPER, which are to become a part of UTILITY's system, will be subject to inspection by the UTILITY. For this service, the UTILITY may charge an inspection fee, not to exceed in aggregate with any inspection fee charged pursuant to Paragraph 3, \$500.00, based upon the actual cost to the UTILITY of inspection of facilities constructed by DEVELOPER's independent contractors for connection with the facilities of the UTILITY. Such inspection fee shall be paid by the DEVELOPER in addition to all other charges above stated, as a condition precedent to service. A copy of the engineer's statement for inspections will be furnished to DEVELOPER upon request.

14. **CONTRIBUTIONS IN AID OF CONSTRUCTION.** UTILITY shall require an advance by DEVELOPER of the utilities "Tap In Charges" to further temporarily defray the cost of any major upgrade of its water plant, necessary to provide service to the subject property. Said advances shall be in the amount of Five Hundred Dollars (\$500.00) per residential lot platted and developed. In consideration of said payments UTILITY shall not charge individual residential lot owners a tap-in or connection fee. Residential lot owners shall pay meter installation charge for service requested per PSC approved tariff.

15. **FURTHER CONTRIBUTIONS IN AID OF CONSTRUCTION.** In addition to the contributions in aid of construction described in the preceding section DEVELOPER shall pay to UTILITY a one-time fee of \$12,500.00 to defray the cost of upgrading its water plant.
16. **TIMING OF CONTRIBUTIONS.** The payments contemplated by Sections 14 and 15 above shall be due and payable from DEVELOPER to UTILITY upon UTILITY's final approval of the Plans prepared by DEVELOPER in accordance with Section 3 above, and approval of any other agencies having jurisdiction over such design, and UTILITY's approval of a construction contract pursuant to Section 4 above.
17. **CONSENT TO RESTRICTION.** DEVELOPER agrees to include in the restrictive covenants encumbering the Project a provision prohibiting the installation of a private irrigation well on any Lot.
18. **GENERAL PROVISIONS:**
- 18.1 **Litigation.** In the event of any litigation arising out of this Agreement the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys fees, which shall include all reasonable costs and attorneys' fees incurred with respect to any appellate, bankruptcy, or post-judgment proceeding related thereto.
- 18.2 **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 18.3 **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 18.4 **Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 18.5 **Survival of Representations and Warranties.** All representations and warranties contained herein and made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- 18.6 **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective Successors and assigns of the parties hereto, whether so expressed or not.
- 18.7 **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

18.8 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

18.9 Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed) modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

18.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, the parties hereto have executed this **WATER UTILITY AGREEMENT** the day and year first above stated.

AS TO DEVELOPER:

Signed and delivered in our presence as witnesses:

Debbie Cubb
Print Name: Debbie Cubb

Doreen Rockwell
Print Name: DOREEN ROCKWELL

By: Robert P Drake
ROBERT P. DRAKE, TRUSTEE

AS TO UTILITY:

RESIDENTIAL WATER SYSTEMS, INC.

Signed and delivered in our presence as witnesses:

Robert Hipke
Print Name: ROBERT HIPKE

Deborah Dillon
Print Name: DEBORAH DILLON

By: Charles de Montes
Print Name: CHARLES DE MONTES
Title: Pres.

EXHIBIT "A"

That part of the North $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 36, Township 15 South, Range 22 East, lying South and West of Railroad Right of Way.

And

That part of the South $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 36, Township 15 South, Range 22 East, lying South and West of Railroad Right of Way.