



# Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

## -M-E-M-O-R-A-N-D-U-M-

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**DATE:** March 22, 2004

**TO:** Director, Division of the Commission Clerk and Administrative Services

**FROM:** Division of Economic Regulation (Clapp) *EC*

**RE:** Docket No. 030340-WU: Application for transfer of facilities of Community Water Co-op, Inc., an exempt utility in Marion County, to Sunshine Utilities of Central Florida, Inc. (holder of Certificate No. 363-W); and for amendment of Certificate No. 363-W to add territory.

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Please add the attached letter and enclosures from Dewaine Christmas of Sunshine Utilities to the above closed docket file.

Thank you.

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_  
SEC 1  
OTH *orig to 04000P*

DOCUMENT NUMBER-DATE

**03838 MAR 23 3**

FPSC-COMMISSION CLERK

# Sunshine Utilities

10230 E. Hwy. 25 · Belleview, FL 34420-5531  
Office (352) 347-8228 · Fax (352) 347-6915

March 9, 2004

To: Stephanie Clapp  
Public Service Commission  
Div. Of Economic Regulation  
2540 Shumard Oak Blvd.  
Tallahassee, Fl 32399-0850

RECEIVED  
REGULATORY SERVICE  
DIVISION OF  
ECONOMIC REGULATION  
04 MAR 22 AM 9:55

RE: Ponderosa Pines Transfer Docket # 030340-WU

Here are the copies of the 99-year lease, recorded assignment of the 99-year lease and the recorded warranty deed that was requested. Please let me know if there is anything else that we need.

Respectfully Yours



Dewaine Christmas, Manager

//dc

enclosures

\$19.50 fee  
Heb 40  
- 12/2003

# ASSIGNMENT OF LEASE

THAT PONDEROSA ESTATES HOME OWNER'S ASSOCIATION, INC. (hereinafter "PONDEROSA" and/or "Lessor") and COMMUNITY WATER CO-OP, INC. (hereinafter "COMMUNITY"), both being non-profit Florida corporations, hereinafter Party of the First Part, in consideration of the sum of for Dollars (\$ 10) and other valuable considerations to him/her/them in hand paid by SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (hereinafter "SUNSHINE"), Party of the Second Part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part, that certain Lease Agreement bearing date December 9, 1993, made by PONDEROSA ESTATES HOME OWNER'S ASSOCIATION, INC. to COMMUNITY WATER CO-OP, INC. , which Lease was for ninety-nine (99) years, upon the following described piece or parcel of land, situate and being in Marion County, State of Florida, to-wit:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO

The parties wish to assign the Lease Agreement to SUNSHINE as Lessee and to remove COMMUNITY as Lessee from the Lease.

It is therefore agreed that the Lease Agreement is assigned from COMMUNITY to SUNSHINE, as Lessee, and that SUNSHINE shall step into the place and stead of COMMUNITY and be the Lessee under the Lease Agreement with full entitlement to all rights and full responsibility for all obligations as therein set forth and, specifically, SUNSHINE shall maintain the property in accordance with paragraph five (5) of the Lease.

Except for this modification changing the Lessee, the Lease Agreement shall remain in full force and effect, unchanged, as originally created.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 2 day of July, 2003.

Signed, sealed and delivered  
in our presence as witnesses:

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY  
DATE: 11/18/2003 08:40:29 AM  
FILE #: 2003152600 OR BK/PG 03577/1707

RECORDING FEES 19.50

Nathaniel H. Guinn  
Deborah e Carter  
As to "Party of the First Part"

COMMUNITY WATER CO-OP, INC.

By: Eugene C Brown

Print Name: EUGENE C BROWN

Address: 18625 S.E. 19<sup>th</sup> ST.

Silver Springs, Fl. 34488

MICHAEL J. COOPER  
ATTORNEY AT LAW  
21 N. W. THIRD AVENUE  
ALA, FLORIDA 34475-8818  
(352) 732-4500  
FAX (352) 351-3859

ST

*[Handwritten Signature]*

As to "Party of the Second Part"

SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.

By: *[Handwritten Signature]*

Print Name: Dewaine Christmas

Address: 310 Larch Rd.

Ocala, FL 34480

*[Handwritten Signature]*

As to "Lessor"

*[Handwritten Signature]*

PONDEROSA ESTATES HOME OWNER'S ASSOCIATION, INC.

By: *[Handwritten Signature]*

Print Name: Theodor Gearhart

Address: 18021-52-18 St

SILVER SPRING

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing was sworn to and acknowledged before me this 23 day of June, 2003, by COMMUNITY WATER CO-OP, INC., who:  
Eugene E. Brown for

- A)  is/are personally known to me OR
- who has/have produced a driver's license OR
- other identification:
- B)  did OR
- did not take an oath.

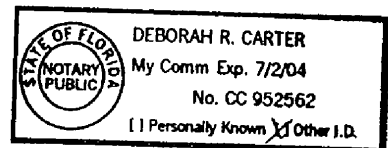
FILE: 2003152600  
OR BOOK/PAGE 03577/1708

*[Handwritten Signature]*

Signature of Notary Public

Print Name: Deborah R Carter

AFFIX SEAL/EXPIRATION DATE:



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing was sworn to and acknowledged before me this 10 day of July, 2003, by SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., who

- A)  is/are personally known to me OR  
 who has/have produced a driver's license OR  
 other identification:
- B)  did OR  
 did not take an oath.



AFFIX SEAL/EXPIRATION DATE:

Signature of Notary Public

Print Name: Michael J. Cooper

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing was sworn to and acknowledged before me this 24 day of June, 2003, by PONDEROSA ESTATES HOME OWNER'S ASSOCIATION, INC., who:  
Theodore B. Gearhart for

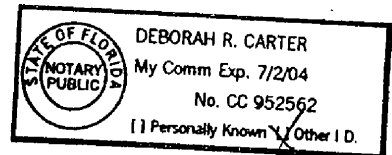
- A)  is/are personally known to me OR  
 who has/have produced a driver's license OR  
 other identification:
- B)  did OR  
 did not take an oath.

Deborah R. Carter

Signature of Notary Public

Print Name: Deborah R. Carter

AFFIX SEAL/EXPIRATION DATE:



FILE: 2003152600  
OR BOOK/PAGE 03577/1710

That certain parcel of land located in Half Moon Camp Sites the map or plat of which is recorded in the unrecorded subdivision records at Page 173 of the Public Records of Marion County, Florida, and has the following as its boundaries; the north line is the south right-of-way line of Canal Road, the east line is the west right-of-way of Armadillo Road, the south line is the north line of Pine Island Road, and the west line is the east line of Lot 1, Block K and the east line of Lot 36, Block H.

LEASE AGREEMENT

RECORDING FEES 42.00

THIS LEASE AGREEMENT made and entered into this 9 day of December, 1993, by and between PONDEROSA ESTATES HOME OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as the "Lessor", and COMMUNITY WATER CO-OP, INC., a Florida non-profit corporation, hereinafter referred to as "Lessee".

W I T N E S S E T H

1. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, the real property situation in Marion County, Florida described as follows:

That certain parcel of land located in Half Moon Camp Sites the map or plat of which is recorded in the unrecorded subdivision records at Page 173 of the Public Records of Marion County, Florida, and has the following as its boundaries; the north line is the south right-of-way line of Canal Road, the east line is the west right-of-way of Armadillo Road, the south line is the north line of Pine Island Road, and the west line is the east line of Lot 1, Block K and the east line of Lot 36, Block H.

2. The term of this Lease shall be for ninety-nine (99) years, commencing on the 9 day of December, 1993, and ending on the 9 day of December, 2092, unless sooner terminated pursuant to the provisions hereof.

3. The Lessee shall pay to the Lessor as rent for the premises:

a. One Dollar (\$1.00) as the initial rental period from the date of execution of this Lease to the next ensuing annual meeting of the Lessor in the year 1994.

b. Each payment subsequent to the initial rental payment

shall be due and payable in advance on the date of the Lessor's annual meeting date.

- c. The rental payments subsequent to the initial rental payment will be based upon the costs to the Lessor including, but not limited to, taxes, license fees, insurance, special assessments and any other costs or expenses necessary for the purpose of maintaining a water works for the patrons of the Lessor and Lessee.
4. The Lessee shall use and occupy the premises for the purposes of a utility water system and for no other use; and will comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or a part of the term hereof regulating the use by Lessee of the premises. Lessee shall not use or permit the use of the premises in any manner that will tend to create waste or a nuisance, or for any unlawful purpose.
5. Lessee shall, during the term of this lease, keep in good order, condition and repair, the premises and every part thereof, including, but not limited to, the maintenance and continued operation of the water works located on said premises.
6. The Lessee shall not enter into any contracts or allow any laborers or mechanics' liens to be filed against the premises without first obtaining written permission from the Lessor, and Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the



right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the premises in good order, condition and repair.

7. The Lessee shall maintain and keep in force and effect a policy of liability insurance in a sum of not less than \$100,000.00 dollars naming the Lessor therein as its interest appears. In the event the liability insurance is insufficient to protect the Lessor from all liability, the Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, suits or other costs and expenses involved in any litigation including reasonable attorneys' fees in all courts.
8. The Lessee shall maintain and keep in force and effect a policy of hazard insurance, including, but not limited to, fire, windstorm and extended coverage for the full insurable value of the improvements on said premises; and shall name the Lessor therein as its interest appears.
9. In the event the improvements on the premises are damaged or destroyed, partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained under this Lease, the Lessee shall repair, restore and rebuild the premises to their condition existing immediately prior to such damage or destruction; and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding shall be commenced immediately after such damage or destruction and shall be diligently prosecuted to completion. There shall be

no abatement of rent or of any other obligation of Lessee hereunder by reason of such damage or destruction. The proceeds of any insurance maintained under this Lease shall be made available to Lessee for payment of the costs and expenses of repairs, restoration and rebuilding.

10. The Lessee shall provide or cause to be provided to Lessor a copy of all insurance policies required to be maintained by Lessees under this Lease Agreement.
11. The Lessor shall pay all ad valorem taxes assessed against the premises. The Lessee shall pay all of the tangible and intangible taxes assessed against it because of the ownership of the leasehold improvements and operation of the water works on said premises.
12. The Lessee shall pay for all utilities and services applied to the premises for the purposes of the use to which the premises are utilized.
13. In the event either party fails to pay any charges provided for in this Lease Agreement, the other party shall have the option of making the payment which shall bear interest at the rate of ten percent (10%) per annum until the same is paid by the delinquent party.
14. This Agreement shall not be assigned or recorded without the prior written consent of the Lessor, which consent Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, incumbrance or subletting without such consent shall be void and shall constitute a breach of this

Lease Agreement. Any transfer of Lessee's interest in this Lease by merger, consolidation, or liquidation shall be deemed a prohibited assignment within the meaning of this provision.

15. If the premises or any portion thereof are taken under the power of eminent domain, or sold by Lessor under the threat of the exercise of said power, this Lease shall terminate as to the part so taken as of the date of the condemning authority takes title or possession, whichever occurs first. If the Lessee can continue the operation of the water works from the remaining land subsequent to the taking, then it shall continue operations under the provisions of this Lease Agreement. Otherwise, this Lease Agreement shall terminate. The proceeds for any condemnation proceedings shall inure to the benefit of the Lessor, its successors or assigns.
16. The occurrence of any one or more of the following shall constitute a default and breach of this Lease by Lessee:
  - a. The vacating or abandonment of the premises by the Lessee.
  - b. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee.
  - c. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed and performed by Lessee other than described in

paragraph "b" above, where such failure shall continue for a period of fifteen (15) days after written notice thereof from Lessor to Lessee.

- d. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a debtor or a petition for reorganization or arrangement under any law relating to bankruptcy; or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located on the premises, or of Lessee's interest in this Lease. It being the intent of this paragraph to provide for the continuous operation of the water works for the benefit of the patrons thereof.
17. In the event of any such default or breach by Lessee, Landlord may, at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:
- a. Terminate Lessee's right to possession of the premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the premises to the Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering

- possession of the premises; expenses of reletting including necessary renovations, repairs or alteration of the premises, and reasonable attorneys' fees and costs.
- b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease.
  - c. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Florida.
18. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligation. If Lessor fails to cure the default within such time, the Lessee shall have the right to pursue any other remedy now or hereafter available to Lessee under the laws or judicial decisions of the State of Florida.
19. In the event the Lessor or the Lessee, their successors or assigns, become or constitute a corporation for profit, then the party who remains a corporation not-for-profit shall have the option of terminating this Lease or continuing the provisions hereof with the further option of renegotiating the Lease terms which will be compatible with the rules and regulations of the division or department controlling rates

involving water works of the State of Florida.

20. Notices to the respective parties under the provisions of this Lease Agreement shall be to the address of the corporate headquarters or the substitute thereof given to the other party in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the day and year first above written.

**WITNESSES:**

**PONDEROSA ESTATES HOME OWNERS' ASSOCIATION, INC.**

Richard L. Crabb  
Sign  
Richard L. Crabb  
Print  
Louis Mathers  
Sign  
Louis Mathers  
Print

By: James R. Kilmer  
Its: N 46565  
Attest: Shirley A. Brown  
[corporate seal]

**COMMUNITY WATER CO-OP, INC.**

Eugene C. Brown  
Sign  
Eugene C. Brown  
Print  
Betty J. Kilmer  
Sign  
Betty J. Kilmer  
Print

By: Nicholas A. Weber  
Its: 754941  
Attest: Shirley A. Brown  
[corporate seal]

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ and \_\_\_\_\_, who  are personally known to me or who  have produced FLORIDA DRIVERS LICENSES and LISTED BELOW, respectively, as identification,

K 456-456-20-449-0      BK-K456-088-24-781  
M 620-525-16-424  
B 650-203-25-190-0  
W 652-621-29-380-0  
PERSONAL KNOWAN SHIRLEY BROWN  
RC 612-752-11-218

and who are known to me to be the \_\_\_\_\_  
and \_\_\_\_\_, respectively, of the  
corporation named as *Lessor* in the foregoing Agreement and that  
they severally acknowledged executing the same in the presence of  
two subscribing witnesses freely and voluntarily under authority  
duly vested in them by said corporation and that the seal affixed  
thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this 9<sup>th</sup> day of December, 1993.

Denise L. Hanselman  
Notary Public-State of Florida



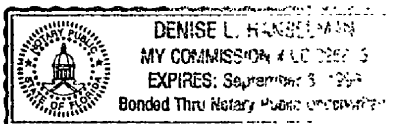
DENISE L. HANSELMAN  
Print Name  
My Commission Expires: 9-3-96  
My Commission Number: CC 225655

STATE OF FLORIDA  
COUNTY OF MARION

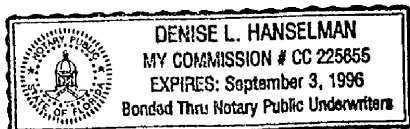
I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized in the State and County aforesaid to take  
acknowledgments, personally appeared \_\_\_\_\_  
and \_\_\_\_\_, who  are personally  
known to me or who  have produced FLORIDA DRIVER'S LICENSES  
and LISTED BELOW, respectively, as identification,  
and who are known to me to be the \_\_\_\_\_  
and \_\_\_\_\_, respectively, of the  
corporation named as *Lessee* in the foregoing Agreement and that  
they severally acknowledged executing the same in the presence of  
two subscribing witnesses freely and voluntarily under authority  
duly vested in them by said corporation and that the seal affixed  
thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this 9<sup>th</sup> day of DECEMBER, 1993.

Denise L. Hanselman  
Notary Public-State of Florida



DENISE L. HANSELMAN  
Print Name  
My Commission Expires: 9-3-96  
My Commission Number: CC 225655



**RECORD AND RETURN TO:**

This instrument prepared by:  
Timothy A. Fischer  
18 NW 3<sup>rd</sup> Ave., Ocala, FL 34475

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY  
DATE: 11/18/2003 08:40:29 AM  
FILE #: 2003152598 OR BK/PG 03577/1696

PID 3285-006-005

RECORDING FEES 10.50

DEED DOC TAX 70 00

*se*



**WARRANTY DEED**

THIS INDENTURE, made this November 13, 2003, between COMMUNITY WATER CO-OP, INC., a Florida Corporation Not For Profit, ("Grantor") of Marion County, Florida, and SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a Florida Corporation, ("Grantee") whose post office address is 10230 E. Hwy 25 Belleview, Florida 32620, and whose Federal Employer Identification Number is 59-2938319,

WITNESSETH: That Grantor, for and in consideration of the sum of \$10,000.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of whereof hereby is acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the following land situated in Marion County, Florida:

LOTS 5 AND 6, HALFMOON CAMPSITES, PER PLAT THEREOF RECORDED IN THE UNRECORDED PLAT BOOK AT PAGE 173, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for year 2003.

and Grantor does hereby fully warrant the title to the 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 in our presence:

Grantor: COMMUNITY WATER CO-OP, INC.

*Jacob Mitrani*  
signature  
Jacob Mitrani  
print

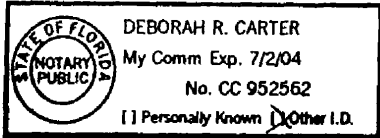
By *Nathaniel Gwinn*  
Nathaniel Gwinn  
As Its President  
16812 SE 63rd Lane, Ocklawaha, FL 32179

*Deborah R. Carter*  
signature  
Deborah R. Carter  
print



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing Warranty Deed was acknowledged before me this 13, November, 2003 by Nathaniel Gwinn, as President of COMMUNITY WATER CO-OP, INC., who  is personally known to me or  produced as identification: Florida DL



Deborah R. Carter  
Notary Public -- State of FLORIDA

Deborah R. Carter  
print name

Commission Expires: \_\_\_\_\_