

LAW OFFICES

ROSE, SUNDSTROM & BENTLEY

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

(904) 877-6555

DEPOSIT TREAS. REC. DATE

0842 DEC 01 1993

ROBERT A. ANTISTA  
CHRIS H. BENTLEY, P.A.  
F. MARSHALL DETERDING  
MARTIN S. FRIEDMAN, P.A.  
JOHN R. JENKINS  
ROBERT M. C. ROSE, P.A.  
WILLIAM E. SUNDSTROM, P.A.  
DIANE D. TREMOR, P.A.  
JOHN L. WHARTON

MAILING ADDRESS  
POST OFFICE BOX 1567  
TALLAHASSEE, FLORIDA 32302-1567  
TELECOPIER (904) 656-4029

December 1, 1993

ORIGINAL  
FILE COPY

931164-SU

VIA HAND DELIVERY

Mr. Steve Tribble, Clerk  
Florida Public Service Commission  
Records & Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399-0873

Re: North Fort Myers Utility, Inc.  
Application for Amendment to Certificate of Authorization  
Our File No. 16319.29

Dear Mr. Tribble:

Enclosed for filing in the above-referenced case is the original and fifteen copies of North Fort Myers Utility, Inc.'s Application for Amendment to Certificate of Authorization. Also enclosed is a check in the amount of \$1,000 to cover the filing fee. Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

*Martin S. Friedman*

MARTIN S. FRIEDMAN  
For the Firm

MSF/bsr  
Enclosure

cc: Mr. Jack Schenkman  
Mr. Tony Reeves, III  
Dr. Joel Schenkman  
Dr. Michael Schenkman

Dictated by Mr. Friedman  
but signed in his absence  
to avoid delay in mailing

DOCUMENT NUMBER-DATE

12860 DEC-18

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL  
FILE COPY

IN RE: Application of )  
NORTH FORT MYERS UTILITY, INC., )  
for extension of wastewater )  
service in Lee County, Florida, )  
to serve Carriage Village and )  
Royal Coach mobile home )  
communities, and for a limited )  
proceeding to impose its current )  
wastewater rates, charges )  
classifications, rules and )  
regulations, and service )  
availability policies to )  
Carriage Village Landowner's )  
Association, Inc.'s customers. )

Docket No. 93 1164-

APPLICATION FOR AMENDMENT TO CERTIFICATE OF AUTHORIZATION  
AND FOR A LIMITED PROCEEDING

NORTH FORT MYERS UTILITY, INC., ("NFMU"), by and through its undersigned attorneys, and pursuant to Sections 367.045 and 367.0822, Florida Statutes, and Rule 25-30.036, Florida Administrative Code, files this Application to extend its service area, and for a limited proceeding, and in support thereof states:

1. The exact name of the Company and the address of its principal business office is:

NORTH FORT MYERS UTILITY, INC.  
Post Office Box 2547  
Fort Myers, Florida 33902

2. The name and address of the person authorized to receive notices and communications in respect to this application is:

DOCUMENT NUMBER-DATE

12860 DEC-18

FPSC-RECORDS/REPORTING



Martin S. Friedman, Esquire  
Rose, Sundstrom & Bentley  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

AMENDMENT TO CERTIFICATE

3. The property proposed to be served was excepted from the legal description of NFMU's Certificate Amendment in Docket No. 871306-SU, Order No. 19059, issued March 29, 1988, which extended NFMU's territory to include virtually all of unincorporated Lee County North of the Caloosahatchee River, West of I-75, and East of the City of Cape Coral. This property consists of the Carriage Village and Royal Coach mobile home communities presently being served by Carriage Village Landowner's Association, Inc., which holds Certificate No. 57-S. A copy of the Wastewater Agreement for the provision of wastewater service to Carriage Village and Royal Coach was provided to the Commission in accordance with Rule 25-30.550, Florida Administrative Code on November 22, 1993, and is also attached hereto as Exhibit "A". The service availability charges to be paid by the residents are sufficient to fund the construction of the off-site facilities to serve the property. NFMU is presently evaluating the existing facilities to determine the best way to serve the property. There are no other utilities which could possibly serve the development. Upon approval by the Commission of this Application, Carriage Village Landowner's Association, Inc. requests decertification, and the cancellation of

Certificate 54-S, since it will no longer operate as a utility since NFMU will take over the ownership of the wastewater collection system within these mobile home communities. The members of the Carriage Village Landowner's Association, Inc., recently voted 296 in favor, and 17 against the interconnection with NFMU upon the terms as set forth in the Wastewater Agreement attached hereto as Exhibit "A".

4. To the best of NFMU's knowledge, the provision of wastewater service to this property by NFMU is consistent with the Lee County Comprehensive Plan as it currently exists.

5. A copy of the deed to the wastewater plant site is attached hereto as Exhibit "B".

6. A description of the territory proposed to be served, using township, range and section references is attached hereto as Exhibit "C".

7. NFMU will serve this property with its existing wastewater treatment plant.

8. NFMU uses spray irrigation as its primary method of effluent disposal with deepwell injection as a backup.

9. Detailed maps showing township, range and section with the proposed territory plotted thereon, as well as a plot plan, are attached as Composite Exhibit "D".

10. Service to this property will require the connection of two mains and the upgrade of a lift station, and will have an approximate cost of \$25,000.



17. NFMU will file the Affidavit that notices were provided to the entities on the list of entities provided by the Commission as Late Filed Exhibit "G".

18. NFMU will file the Affidavit that the notice was published in accordance with Commission Rules as Late Filed Exhibit "H".

19. NFMU will file the Affidavit that the notice was mailed to the existing customers of Carriage Village Landowner's Association, Inc. as Late Filed Exhibit "I".

20. Attached hereto as Exhibit "J" is an Affidavit that NFMU has on file with the PSC a tariff and annual reports.

21. NFMU's rates were last established based upon the application of the 1993 price index on August 2, 1993, pursuant to file WS-93-0102. NFMU's rates were last set in a general rate case by the PSC in Order No. 11360 in Docket No. 810477-S on November 24, 1982, which was amended by Order No. 12244 on July 14, 1983, which rates have been increased annually based upon the application of the price index and pass throughs. NFMU's system capacity charges were last established by the PSC in Order No. 11359 in Docket No. 810462-S issued on November 24, 1982.

22. The extension will serve less than 500 ERC's, thus the appropriate filing fee, pursuant to Rule 25-30.020(2)(b) F.A.C., is \$500, which is attached.

APPLICATION FOR LIMITED PROCEEDING

23. NFMU requests that the Commission approve the application of its current wastewater service rates, charges, classifications, rules and regulations, and service availability policies for Carriage Village Landowner's Association, Inc.'s existing customers and service area.

24. All of the facilities used by NFMU to provide wastewater utility service to customers of Carriage Village Landowner's Association, Inc. comprise the same wastewater system as serves the remainder of NFMU's customers.

25. The requested application of NFMU's current rates, charges, classification, rules and regulations, and service availability charges to Carriage Village Landowner's Association, Inc.'s existing customers and service area will result in NFMU having uniform non-preferential rates for its customers in its entire service area.

26. The requested application of NFMU's current rates, charges, classifications, rules and regulations, and service availability charges to Carriage Village Landowner's Association, Inc.'s existing customers and service area will result in cost savings due to a reduction in accounting, data processing, and administrative expenses. Such cost savings will benefit current ratepayers of Carriage Village Landowner's Association, Inc. as well as current and future ratepayers of NFMU.



27. There are less than 500 ERC's affected by this proceeding. Thus, pursuant to Rule 25-30.020(2)(d), F.A.C., the appropriate filing fee is \$500.

Respectfully submitted on this  
1st day of December, 1993, by:

ROSE, SUNDSTROM & BENTLEY  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(904) 877-6555

By:   
MARTIN S. FRIEDMAN

nfmu\carriage\cv.app

Carriage Village/Royal Coach  
NAME OF PROJECT

WASTEWATER AGREEMENT

THIS AGREEMENT made and entered into this 18<sup>th</sup> day of November, 1993, by and between CARRIAGE VILLAGE LANDOWNER'S ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Owner," and NORTH FORT MYERS UTILITY, INC., a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Owner owns or controls a wastewater system serving lands located in Lee County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and the property has been developed as Carriage Village and Royal Coach, both of which are mobile home communities; and

WHEREAS, Owner operates pursuant to Florida Public Service Commission Certificate No. 057-S and desires to cease providing wastewater service to the Property and has requested Service Company provide such service for the Property; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, central wastewater services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate wastewater collection and disposal service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Service Company hereby covenant and agree as follows:

1.0 The foregoing recitations are true and correct.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Contribution-in-aid-of-Construction (CIAC)"  
- The sum of money and/or the value of property represented by the cost of the wastewater collection systems including lift stations and treatment plants constructed or to be constructed by an Owner, which Owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide utility service to specified property.





- (b) "Customers" - the residents of the individual lots currently being served by Owner.
- (c) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 275 gallons per day (gpd). The number of ERC's contained in a given ADF is determined by dividing that ADF by 275 gpd. The determination of the number of ERC's for the Property shall be subject to factoring as outlined in Service Company's Service Availability Policy.
- (d) "Point of Delivery" - The point where the pipes of Service Company are connected with the lines of the Customer which shall be at the Customer's lot line.
- (e) "Property" - The area or parcel of land described in Exhibit "A."
- (f) "Service" - The readiness and ability on the part of Service Company to furnish and maintain wastewater service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Connection Charges. Owner hereby agrees for customers to pay to Service Company the following connection charges:

Contributions In Aid Of Construction:  
System Capacity Charges - The contribution of a portion of the cost of construction of treatment plants, and collection and disposal systems, described in Exhibit "B."

3.1 Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Owner or Customers making payment of same. Service Company shall not be obligated to refund to Owner or Customers any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

3.2 Neither Owner nor any person or other entity holding any of the Property by, through or under Owner, or otherwise, or



Customers shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the wastewater facilities and properties of Service Company, and all prohibitions applicable to Owner with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities, including Customers.

3.3 Any user or consumer of wastewater service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Owner shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.0 On-Site Installations. On-site installations shall include all wastewater collection lines, facilities and equipment, including the lift stations and force mains located within the boundaries of the Property, and constructed for the purpose of providing service to the existing and proposed dwelling units on the Property. In consideration of Service Company providing service to Owner, and operating and maintaining the on-site installations, Owner shall transfer ownership of the on-site installations to Service Company with easements necessary for access, repair and maintenance, such easements to be in a form satisfactory to Service Company. From and after the interconnection of the on-site installations to the off-site installations, Service Company shall be responsible for the electric expense in connection with the lift stations on the Property, which are being transferred to Service Company.

4.1 Owner shall construct, at its cost, all on-site wastewater installations, including gravity lines, force mains and lift stations necessary to provide wastewater service to any remaining undeveloped portion of the Property. Owner shall convey the on-site installations to Service Company by bill of sale at no cost, after which time Service Company shall maintain such facilities at its own cost and expense. Owner shall also provide Service Company with easements necessary for access, repair and maintenance of the facilities conveyed by Owner, which easement shall be in a form satisfactory to Service Company.

5.0 Off-Site Installations. Service Company hereby agrees to pay for the construction of the off-site wastewater collection system. The term "off-site wastewater collection system" means and includes all wastewater collection lines, facilities and equipment, including pumping stations, located outside the boundaries of Owner's Property and constructed for the purpose of connecting on-site installations to Service Company's mains. Service Company will pay for the construction of the off-site wastewater collection system. The Service Company shall be responsible for operation and maintenance of any off-site installations.



6.0 Agreement to Serve. Upon the completion of construction of the off-site wastewater collection system and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will connect or oversee the connection of the on-site wastewater collection system to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides wastewater service to the Property and Owner or others have connected to its system, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, wastewater service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Customers shall not have the right to and shall not connect to the facilities of Service Company until formal written application has been made to Service Company in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed and connected so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap to be approved by Service Company.

7.2 No substance other than domestic wastewater will be placed into the wastewater system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage. Notwithstanding the above, untreated recreational vehicle holding tank wastewater and other RV wastewater is permitted to be placed within the wastewater system.

8.0 Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in



11.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Owner at:

Carriage Village Landowner's Association  
5451 Bayshore Road  
Fort Myers, Florida 33917-3072

and if to the Service Company, at:

North Fort Myers Utility, Inc.  
Post Office Box 2547  
Ft. Myers, Florida 33902

with a copy to:

Martin S. Friedman, Esquire  
Rose, Sundstrom & Bentley  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

12.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities.

13.0 Costs and Attorney's Fees. In the event the Service Company or Owner is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees for administrative proceedings, trials and appeals. Neither parties rights to costs and attorney's fees shall apply to any proceedings involving the 45 lots in the Royal Coach portion of the Property.

14.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood,



tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance, so long as said Party uses its best efforts to perform in the event of said disaster.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which the party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's wastewater system.

#### MISCELLANEOUS PROVISIONS

16.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Owner and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

17.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

18.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

19.0 The submission of this Wastewater Agreement for examination by Owner does not constitute an offer but becomes effective only upon execution thereof by Service Company.

20.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver



or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

21.0 Because of inducements offered by Owner to Service Company, Service Company has agreed to provide wastewater services to Owner's project. Owner understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Owner to Third Parties without the written consent of Service Company, except in the case of a bona-fide sale of Owner's property. Such approval shall not be unreasonably withheld. Moreover, Owner agrees that this contract is a superior instrument to any other documents, representations, and promises made by and between Owner and Third Parties, both public and private, as regards the provisions of utility service to Owner's property.

22.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

23.0 This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. This Agreement shall survive the sale of Service Company to any party.

24.0 Service Company, for itself and Owner, shall, at its sole cost and expense, make the necessary filings with the Florida Public Service Commission to implement this Agreement, including but not limited to terminating Owner's responsibility to provide wastewater service to Carriage Village, and Royal Coach mobile home communities.

IN WITNESS WHEREOF, Owner and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

NORTH FORT MYERS UTILITY, INC.

*Ronald*  
Print Name A.C. WALTER

By *A.A. Beeves III*  
Print Name A.A. BEEVES III  
Its Vice - PRESIDENT

*James M. Eason*  
Print Name J.M. EASON

*James Roger Locklin*  
*Ray Chaffin*  
*Bayard Fulmer*  
*Virginia Wharton*

*John M. Brown*  
*Paul Taylor*  
*William B. Staley*



CARRIAGE VILLAGE LANDOWNER'S ASSOCIATION, INC.

Virginia Wheaton  
Print Name Virginia Wheaton

By R. C. Walter  
Print Name R. C. WALTER  
President

Eugene M. Eagon  
Print Name E. M. Eagon

STATE OF FLORIDA )  
COUNTY OF Lee : SS )

The foregoing instrument was acknowledged before me this 18th day of November, 1993, by A. A. REEVES III as VP of North Fort Myers Utility, Inc., a Florida corporation, on behalf of the corporation. He She is personally known to me or has produced Driver's license as identification.

Jean Roig  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: FEB. 6, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITER

STATE OF FLORIDA )  
COUNTY OF Lee : SS )

The foregoing instrument was acknowledged before me this 18th day of November, 1993, by R. C. Walter, as President, on behalf of Carriage Village Landowner's Association, Inc. He She is personally known to me or has produced \_\_\_\_\_ as identification.

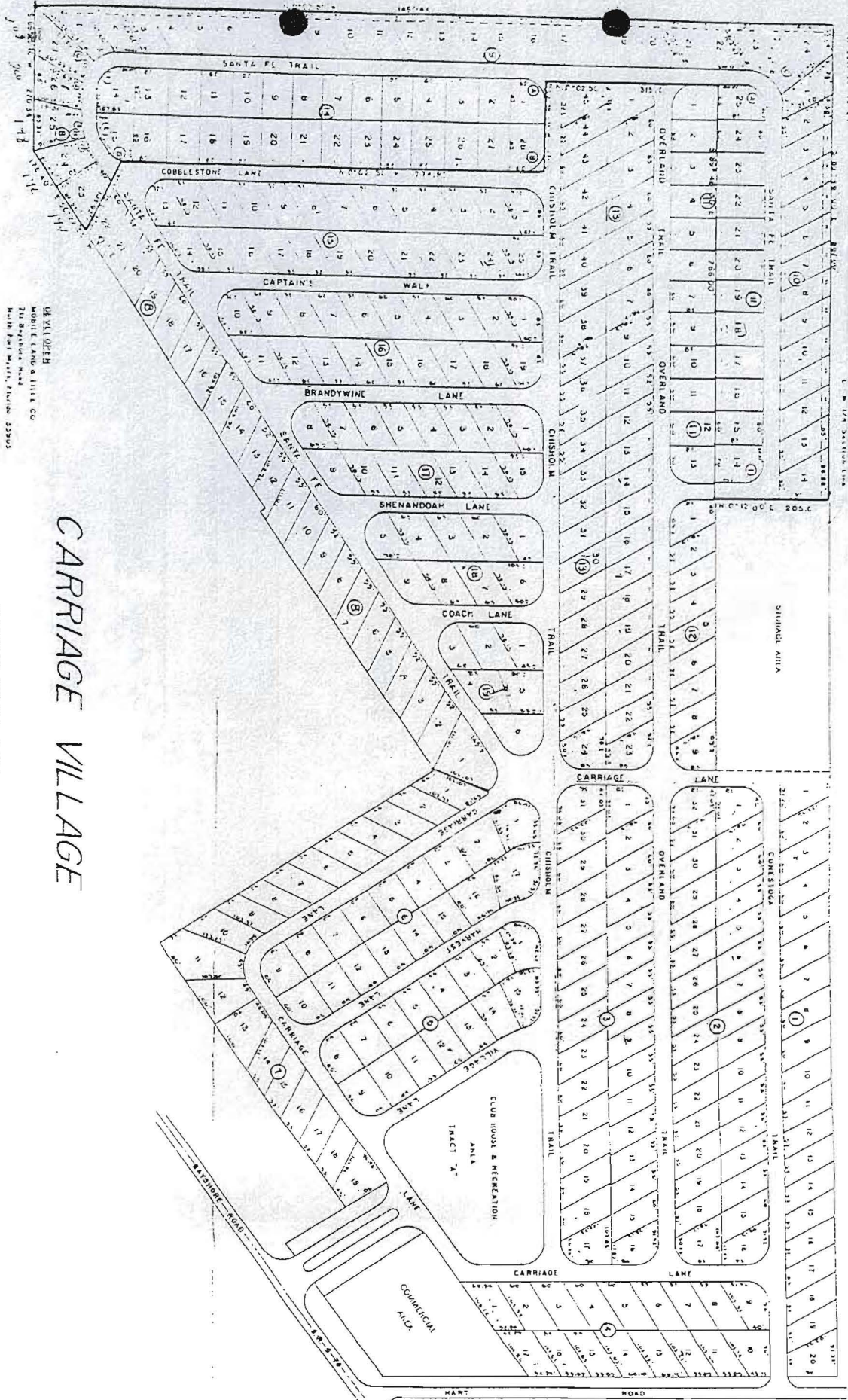
Jean Roig  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: FEB. 6, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITER

This Instrument Prepared By: Martin S. Friedman, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.  
agrmt\devag\carriage.agr 9\22\93





# CARRIAGE VILLAGE

SEE VILLAGE  
 MOBILE LAND & TITLE CO.  
 710 BAYVIEW ROAD  
 MOBILE, ALABAMA 36688

SECTION 36, TWP 43 S., R 24 E.  
 111 COMM., FLORIDA

EXHIBIT "A"



SYSTEM CAPACITY CHARGES

Owner agrees for Service Company to apply to the Florida Public Service Commission for authorization to require Customers to pay Service Company the following System Capacity Charges to induce Service Company to reserve the following system capacities for Owner's connections. System capacity charges to be paid by Customers are those which are set forth in Service Company's Service Availability Policy approved by the Florida Public Service Commission and, accordingly, these charges may be changed from time to time with the approval of the Commission.

Wastewater:

<u>Customer Category</u>	<u>Number of Units</u>	<u>Charge Per Unit</u>	<u>Total Charge</u>
Mobile Homes at Carriage Village	389	\$740.00	\$287,860.00
Mobile Homes at ROYAL COACH	45	\$740.00	\$33,300.00
TOTAL:	434	\$740.00	\$321,160.00

The above System Capacity Charges are for these Customers on-line at the date of this Agreement. Customer shall pay to Service Company the appropriate System Capacity Charges for future units at the time a water meter is installed servicing the unit.

The Customer may pay the \$740 charge at the time of connection of the on-site installations to the off-site installations or may pay that amount in equal monthly installments at 10% interest over five (5) years.

The owner of the 45 lots comprising Royal Coach shall be solely responsible for the payment of the System Capacity Charges on such lots, and such Charges shall not be the responsibility of Owner.

A customer who has a mobile home on two lots served by one water meter shall only be responsible to pay \$740 as the Service Capacity Charge.



WARRANTY DEED  
MILDER CORPORATION

2032489

1820PG3890

This Warranty Deed made and executed the 27th day of December 1985 by

MILDER CORPORATION OF DELAWARE

a corporation existing under the laws of DELAWARE and having its principal place of business at 3040 Gulf to Bay Blvd. Suite 101 Clearwater, Florida 33514 hereinafter called the grantor, to

NORTH FORT MYERS UTILITY, INC.

whose postoffice address is P.O. Box 2587 Fort Myers, Fla 33901

hereinafter called the grantee:

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Lee County, Florida, viz:

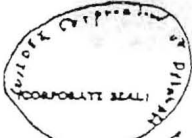
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Deputy Tax M. 1 800.00  
1  
CHAS. GAIN, CLERK US COUNTY  
By [Signature] Clerk

Together with all the covenants, conditions and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances except taxes for the year 1984 and subsequent years, easements, reservations, and restrictions of record, if any.



In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers therunto duly authorized, the day and year first above written.

ATTEST [Signature] MILDER CORPORATION OF DELAWARE

Signed, sealed and delivered in the presence of: [Signature] BY MAURICE WILDER, President

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on the day, before me, an officer duly authorized in this State and County aforesaid to take acknowledgments, personally appeared Maurice Wilder

and knows to all to be the President of the corporation named in grantee in the foregoing deed, and that there are no other persons claiming to be the grantor of the aforesaid premises and that the said officer duly authorized in this State and County aforesaid to take acknowledgments, personally appeared Maurice Wilder

WITNESS my hand and official seal at the County and State aforesaid this 27th day of December 1985

NOTARY PUBLIC STATE OF FLORIDA  
IN COMMISSION EXP. 02/20/1987  
REC'D 1985 GENERAL REG. BUREAU

This instrument prepared by: M. Page Alday/Donaizon Title Co., Inc.  
Address 2815 W. Water Avenue Tampa, Florida 33614  
25-1031 RETURN TO GRANTEE





EXHIBIT "A"

A Parcel or tract of land situated in the South Half of Section 14, Township 4S, South, Range 24 East, Leon County, Florida, more particularly described as follows:

Commence at the Southwest (SW) corner of said Section 14; thence run  $89^{\circ}58'37''$  E, along the South line of said Section for 2940.15 feet to a concrete monument marking the East line of the former Seaboard Coast Line (SCL) Railroad right of way and the Point of Beginning; thence run  $N 11^{\circ}21'24''$  W, along said East line of right of way for 1632.06 feet; thence run  $S 89^{\circ}58'37''$  E, parallel with the South line of said Section 14 for 1247.76 feet; thence run  $S 00^{\circ}08'53''$  E, along a line parallel with the West line of said Section 14 for 1600.00 feet to the South line of said Section; thence run  $N 09^{\circ}58'37''$  W, along said South line for 930.51 feet to the Point of Beginning.

RECORDED  
INDEXED  
DEC 21 12 30 PM '95  
LEON COUNTY FLORIDA  
REC'D BY SPECIAL  
RECORDS SECTION



ATTACHMENT "A"

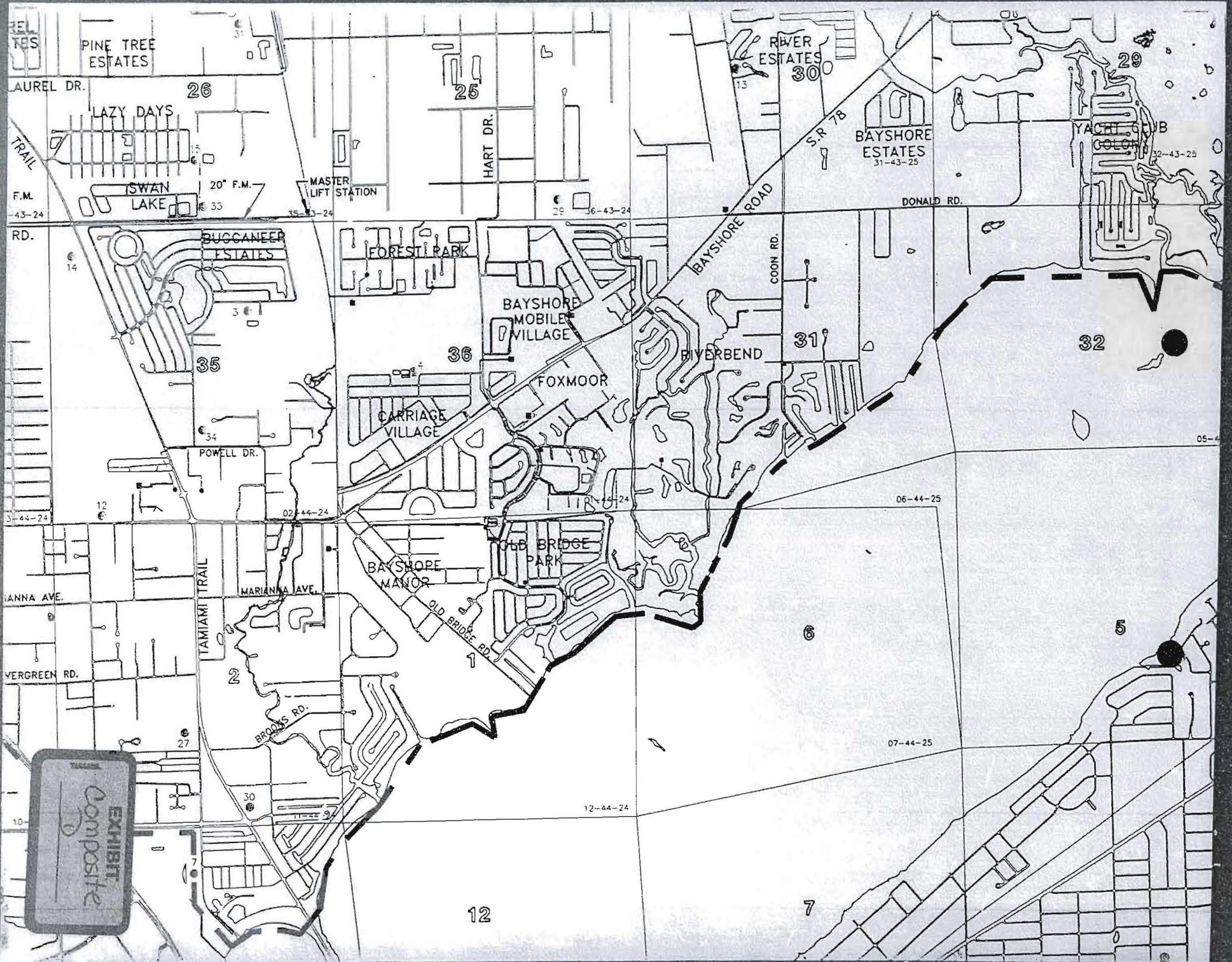
CARRIAGE VILLAGE LEGAL DESCRIPTION

In Township 43 South, Range 24 East.

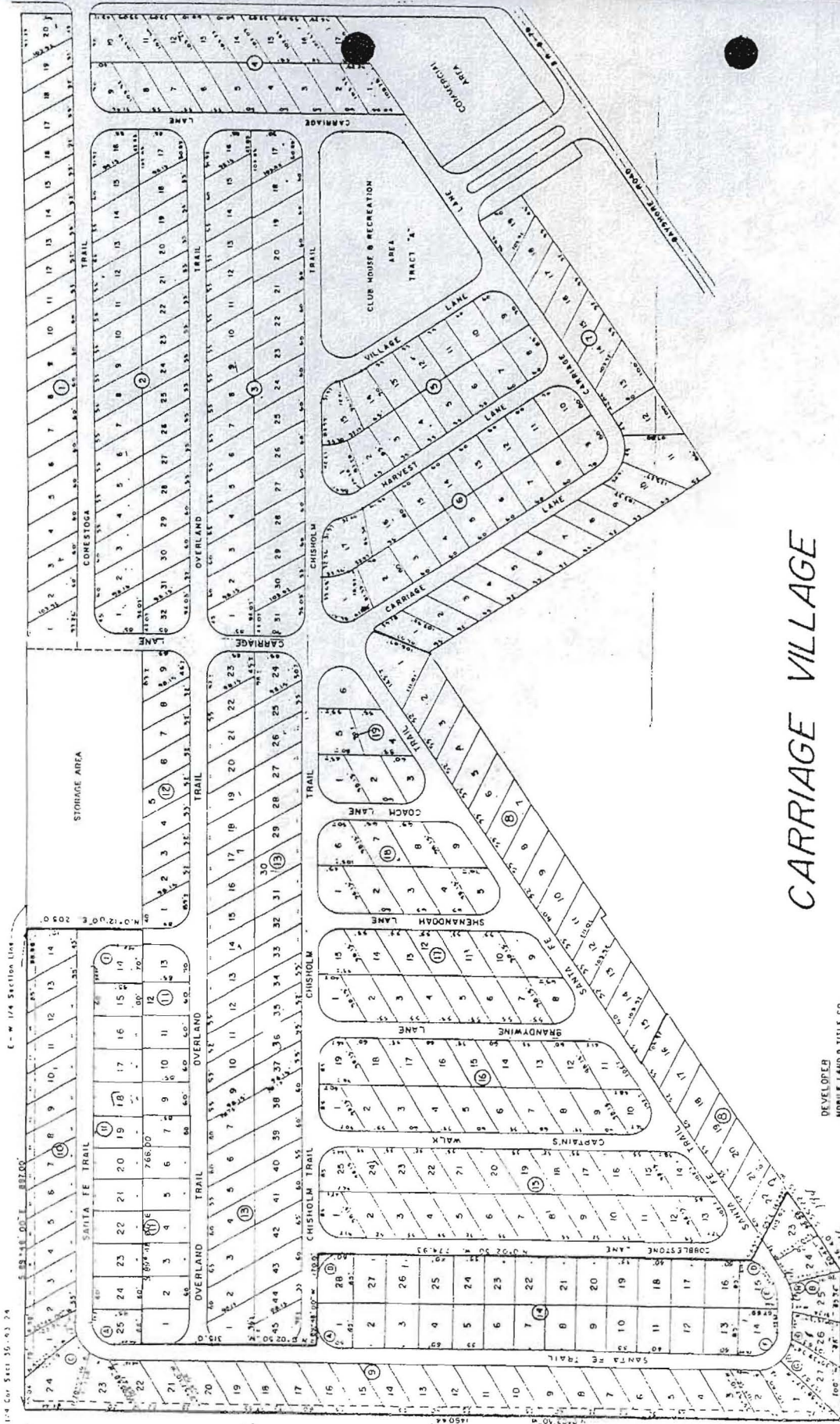
Section 36 Begin at a point being 100 ft. and on a bearing of South 89 degrees 48 min. East from the West 1/4 corner of said Section 36; thence South 0 degrees 02 min. 50 sec. East 1460.44 ft.; thence North 89 degrees 25 min. 40 sec. East 270.34 ft.; thence North 56 degrees 22 min. 55 sec. East 772.80 ft.; thence South 33 degrees 34 min. 35 sec. East 6.14 ft.; thence North 56 degrees 25 min. 10 sec. East 565.16 ft.; thence South 33 degrees 34 min. 50 sec. East 600 ft.; thence North 56 degrees 25 min. 10 sec. East 600 ft.; thence South 33 degrees 34 min. 50 sec. East 128.87 ft.; thence North 56 degrees 01 min. 45 sec. East 1158.67 ft.; thence North 0 degrees 17 min. 40 sec. East 331.64 ft.; thence West along the East West center line of said Section 36 to the Point of Beginning.











# CARRIAGE VILLAGE

DEVELOPER  
 MOBILE LAND & TITLE CO  
 711 Bayshore Road  
 North Fort Myers, Florida 33903

SECTION 36, TWP 43 S., R 24 E  
 LEE COUNTY, FLORIDA

E-W 1/4 Section Line

1:4 Cor. Sta. 35+03.24



NORTH FORT MYERS UTILITY, INC.  
WASTEWATER TARIFF

FIFTH REVISED SHEET NO. 3.1  
CANCELS FOURTH REVISED SHEET NO. 3.1

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Order No. 19059 in Docket No. 871306-SU extended territory, and included a complete rewrite of the territory description. In the rewrite, this order included the territory in Orders Nos. 8025, 11300, 12572, and 15659. On June 16, 1992, the Commission approved the amendment of territory in Docket No. 910273-SU, commonly known as the Forest Park Mobile Home Park (a/k/a Vista Villages, Inc.). The Forest Park Mobile Home Park, Lake Arrowhead and Laurel Estates had been excluded from Order No. 19059, because the utility had their own wastewater treatment plant, and collection system. Also, Order No. 19059 excluded the territory commonly known as the Del Tura Shopping Center. The Del Tura territory was granted to the utility in Docket No. 920037-SU. The territory on the following pages includes that granted by Order No. 19059, the Forest Park Mobile Home Park, the Del Tura Shopping Center, Fountain View RV Resort, and the Carriage Village Mobile Home Park.

(Continued on Sheet No. 3.2)

Jack Schenkman  
ISSUING OFFICER

President  
TITLE



(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

That part of Lee County, Florida lying north of the Caloosahatchee River, west of I-75 and east and north of a line running from the Caloosahatchee River along River Road to its intersection with Pondella Road, thence west along Pondella Road to U.S. 41, then north along U.S. 41 to Pine Island Road (SR 78), then west along Pine Island Road to the city limits of Cape Coral in Section 4, T44S, R24E, then following the municipal boundary of Cape Coral north until reaching the Southwest corner of Section 21, T43S, R24E, then east to the Southeast corner of the said Section 21, T43S, R24E, then north to the Northeast corner of the said Section 21, T43S, R24E, then east to U.S. 41, then north along U.S. 41 to the northern Section line of Section 16, T43E, R24E, then west along said section line to the northwest corner of Section 17, then north along the line separating Sections 7 and 8 to the northwest corner of Section 8, then east along the northern section of Sections 8 and 9 to U.S. 41, then north along U.S. 41 to the Charlotte County line, less that area west of I-75 designated as "general interchange" at Bayshore Road and I-75 in the Lee County Land Use Map, the service areas certificated by the Florida Public Service Commission to Tamiami Utility Company, Laurel Estate Mobile Village, Inc., Lazy Days Mobile Village, Florida Cities Water Company, Buccaneer Mobile Estates and less and except the following described property:

A parcel of land in Sections 2, 3, 4, 5, & 10, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 3, Township 43 South, Range 24 East; thence N.89°57'30"W. along the north line of the northeast one quarter of said Section 3 for 355.01 feet to an intersection with the westerly right of way line of the former S.A.L. Railroad and the Point of Beginning of the herein described parcel of land; thence continue N.89°57'30"W. along said north line for 2313.55 feet to the northeast corner of the northwest one quarter of said Section 3; thence S.89°48'38"W. along the north line of said northwest one quarter for 2667.53 feet to the northwest corner of said Section 3; thence N.89°42'40"W. along the north line of Section 4, Township 43 South, Range 24 East for 5335.96 feet to the northwest corner of said section 4; thence S.89°33'20"W. along the north line of the northeast one quarter of Section 5, Township 43 South, Range 24 East for 1871.76 feet to an intersection with the northeasterly line of North Fort Myers Park according to the plat thereof as recorded in Plat Book 9, Page 113 of the Public Records of Lee County, Florida; thence S.26°03'40"E. along said northeasterly line for 318.64 feet to an intersection with the southeasterly line of Lot 3 of said plat of North Fort Myers Park; thence S.63°56'20"W. along said southeasterly line for 300.77 feet to an intersection with the northeasterly right of way line of Tamiami Trail (S.R. 45, U.S. 41) being a point on the arc of a

(Continued on Sheet No. 3.3)

Jack Schenkman  
ISSUING OFFICER

President  
TITLE



(Continued from Sheet No. 3.2)

circular curve concave to the southwest said point bearing N.63°13'24"E. from the radius point of said curve; thence southeasterly along the arc of said curve having for its elements a radius of 7739.44 feet and a central angle of 0°42'56" for 96.66 feet to the point of tangency; thence S.26°03'40"E. along said northeasterly right of way line for 1943.40 feet to an intersection with the southeasterly line of the northwesterly one half of Lot 24 of the aforementioned plat of North Fort Myers Park; thence N.63°56'20"E. along said southeasterly line for 300.17 feet to an intersection with the aforementioned northeasterly line of North Fort Myers Park; thence N.26°03'40"W. along said northeasterly line for 4.46 feet to an intersection with the southerly line of that certain parcel of land described in Official Records Book 1032 at Page 707 of the aforementioned public records; thence N.89°48'47"E. along said southerly line for 3357.09 feet to an intersection with the east line of that certain parcel of land described in Official Record Book 410 at Page 690 of the aforementioned Public Records; thence S.0°06'41"E. along said east line for 2040.37 feet to an intersection with the south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence S. 89°48'47"W. along said south line for 2698.40 feet to an intersection with the aforementioned northeasterly right of way line of Tamiami Trail; thence S.26°03'40"E. along said northeasterly right of way line for 370.00 feet; thence N.89°48'47"E. for 3845.26 feet; thence N.0°11'13"W. for 332.91 feet to an intersection with the aforementioned south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence N.89°48'47"E. along said south line for 4368.87 feet to an intersection with the northerly extension of the west line of that certain parcel of land described in Official Record Book 388 at Page 80 of the aforementioned Public Records; thence S.0°02'36"W. along said northerly extension and along the west line of said parcel for 2553.91 feet; thence S.89°56'45"E. along the south line of said parcel for 1711.91 feet; thence N.0°02'36"E. along the east line of said parcel for 16.72 feet to an intersection with the south line of that certain parcel of land described in Official Record Book 1516 at Page 1802 of the aforementioned Public Records; thence S.89°56'45"E. along said south line for 441.17 feet; thence N.0°02'36"E. along the east line of said parcel for 2546.26 feet to an intersection with the aforementioned south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence N.69°48'47"E. along said south line for 775.85 feet to an intersection with the aforementioned westerly right of way line of the former S.A.L. Railroad; thence N. 11°11'01"W. along said westerly right of way line for 4190.51 feet to the Point of Beginning.

Jack Schenkman  
ISSUING OFFICER

President  
TITLE





**FLORIDA**

*Public Service Commission*

CERTIFICATE NUMBER

247-5

Upon consideration of the record it is hereby ORDERED  
that authority be and is hereby granted to  
North Fort Myers Utility, Inc.

Whose principal address is

P. O. Box 2547

Fort Myers, FL 33902-2547

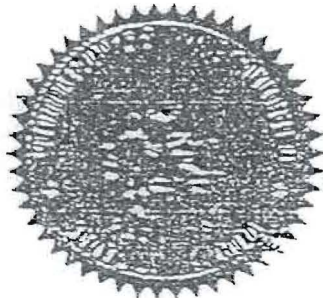
(Lee County)

to provide Wastewater service in accordance with  
the provisions of Chapter 367, Florida Statutes, the Rules,  
Regulations and Orders of this Commission in the territory de-  
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-  
pended, cancelled or revoked by Orders of this Commis-  
sion.

ORDER <u>8025</u>	DOCKET <u>770705-5</u>
ORDER <u>11300</u>	DOCKET <u>820278-5</u>
ORDER <u>12572</u>	DOCKET <u>830316-5</u>
ORDER <u>13659</u>	DOCKET <u>830362-5</u>

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



*Steve Little*

Director  
Division of Records & Reporting







**FLORIDA**

*Public Service Commission*

CERTIFICATE NUMBER

247-5

ORDER 1905c DOCKET 871306-SU

ORDER PSC-97-0537-FOF-SU DOCKET 920037-SU

ORDER PSC-97-0586-FOF-SU DOCKET 920273-SU

ORDER \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DOCKET \_\_\_\_\_

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BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

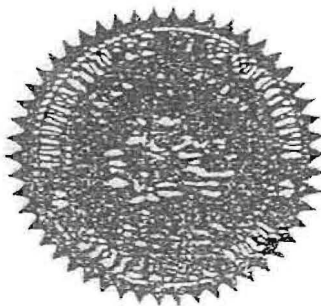




EXHIBIT "G" WILL BE LATE-FILED.



EXHIBIT "H" WILL BE LATE-FILED.



EXHIBIT "I" WILL BE LATE-FILED.



AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared BRONWYN S. REVELL, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for North Fort Myers Utility, Inc. and that on November 1, 1993, she did call the Public Service Commission and spoke with Jovon Snipes in the Water and Wastewater Department and Ms. Snipes confirmed to Bronwyn that North Fort Myers Utility, Inc. had a tariff on file with the Public Service Commission and Annual Reports on file from 1985 to 1992.

FURTHER AFFIANT SAYETH NAUGHT.

  
Bronwyn S. Revell

Sworn to and subscribed before me this 30th day of November, 1993, by Bronwyn S. Revell, who is personally known to me.


  
Print Name  
NOTARY PUBLIC  
My Commission Expires:

EXHIBIT "J"



MARIE ELENA BRAMBLETT  
MY COMMISSION # CC 176440 EXPIRES  
March 30, 1995  
BONDED THRU TROY FAIR INSURANCE, INC.

affidavit\t&ar.aff



LAW OFFICES  
ROSE, SUNDBSTROM & BENTLEY

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

(904) 877-8555

DEPOSIT TREAS. REC. DATE

C842

DEC 01 '93

ROBERT A. ANTISTA  
CHRIS H. BENTLEY, P.A.  
F. MARSHALL DETERING  
MARTIN S. FRIEDMAN, P.A.  
JOHN R. JENKINS  
ROBERT M. C. ROSE, P.A.  
WILLIAM E. SUNDBSTROM, P.A.  
DIANE D. TREMOR, P.A.  
JOHN L. WHARTON

MAILING ADDRESS  
POST OFFICE BOX 1587  
TALLAHASSEE, FLORIDA 32302-1587

TELECOPIER (904) 666-4028

December 1, 1993

VIA HAND DELIVERY

Mr. Steve Tribble, Clerk  
Florida Public Service Commission  
Records & Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399-0873

Re: North Fort Myers Utility, Inc.  
Application for Amendment to Certificate of Authorization  
Our File No. 16319.29

Dear Mr. Tribble:

Enclosed for filing in the above-referenced case is the original and fifteen copies of North Fort Myers Utility, Inc.'s Application for Amendment to Certificate of Authorization. Also enclosed is a check in the amount of \$1,000 to cover the filing fee. Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

*Martin S. Friedman*

MARTIN S. FRIEDMAN  
For the Firm

ROSE, SUNDBSTROM & BENTLEY  
ATTORNEYS AT LAW

P.O. BOX 1587, PH. 877-8555  
TALLAHASSEE, FL 32302-1587

4-87

10520

December 1 1993

PAY TO THE  
ORDER OF

Florida Public Service Commission

One Thousand and 00/100

Barnett  
Bank

630-015  
215 South Monroe Street  
Tallahassee, Florida 32301

*John L. Wharton*  
*James C. Green*

FOR