



Public Service Commission

**ORIGINAL
FILE COPY**

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

DATE: August 12, 1991
TO: Division of Records and Reporting
FROM: Division of Water and Sewer *RSF*
RE: Docket No. 910119-WU, Application for transfer of assets from Marico Properties, Inc. to A.P. Utilities Inc.

Please place the attached correspondence in the above Docket file. Enclosed is the original as well as five copies. Additionally, I have retained a copy for our use and provided a copy to the Division of Legal Services.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN** _____
- OPC _____
- RCH _____
- SEC */* _____
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE
 08164 AUG 13 1991
 PSC-RECORDS/REPORTING

RECEIVED

AUG 08 1991

**Fla. Public Service Commission
Division of Water and Sewer**

LETTER OF TRANSMITTAL

DATE: August 7, 1991

TO: Ralph Von Fossen
PSC
101 East Gaines Street
Tallahassee, Florida 32399-0864

REFERENCE: Marico Properties
Docket No. 910119-WU

COMMENTS: Attached to this letter is a copy of the lease
for the well site and the reimbursement of
connection fees to Mr. Hayward.

Sincerely,

Philip Woods
Tri-County Engineering
and Land Surveying, Inc.

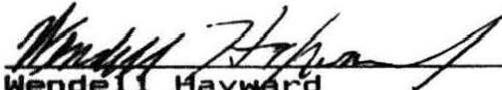
STATE OF FLORIDA,
COUNTY OF MARION.

Re: Reimbursement of Connection Fees
Quail Run - Wendell Hayward

Before me the undersigned authorities has personally appeared, who on oath says that Philip D. Woods, President of A.P. Utilities, Inc., has agreed to the reimbursement of connection fees of \$2,100.00 to Wendell Hayward.

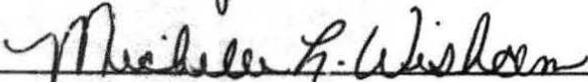


PHILIP D. WOODS, PRESIDENT
A.P. UTILITIES, INC.



Wendell Hayward
500 S.W. 96th Lane
Ocala, Florida 32676

Sworn to and subscribed before me this 7 day
of August, A.D., 1991.



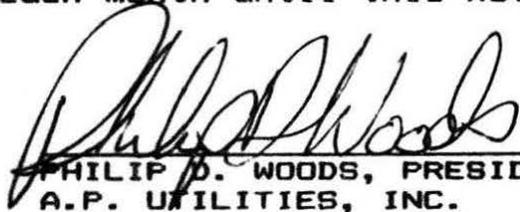
Notary Public, State of Florida at Large
My Commission Expires Dec. 12, 1992

Notary Public

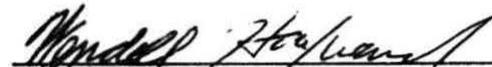
STATE OF FLORIDA,
COUNTY OF MARION.

Re: Reimbursement of Connection Fees
Quail Run - Wendell Hayward

Before me the undersigned authorities has personally appeared, who on oath says that Philip D. Woods, President of A.P. Utilities, Inc., has agreed to the reimbursement of connection fees of \$2,100.00 to Wendell Hayward. Said fees will be paid at the rate of \$175.00 per month for twelve months. Said payments will be made on or about the 1st of each month until this note is paid in full.

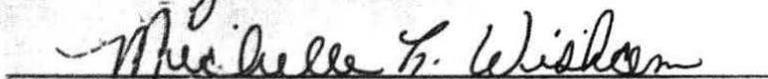


PHILIP D. WOODS, PRESIDENT
A.P. UTILITIES, INC.



Wendell Hayward
500 S.W. 96th Lane
Ocala, Florida 32676

Sworn to and subscribed before me this 7 day
of August, A.D., 1991.



Notary Public, State of Florida at Large
My Commission Expires Dec. 12, 1992

Notary Public

28.50 rec.
6.00 Copies

Thomas E. Higgins

BY

DC

RECORDED AND RECORD
VERIFIED
MARION COUNTY FL

91-049441

91 AUG -7 AM 10: 15

AMENDED AND RESTATED REAL PROPERTY LEASE

THIS AMENDED AND RESTATED REAL PROPERTY LEASE made this do day of August, 1991, by and between MARICO PROPERTIES, INC., a Florida Corporation (herein called "Landlord") and A. P. UTILITIES, INC., a Florida Corporation (herein called "Tenant").

1705 SE. St. King St., Ocala, 32671

RECORD
RETURN

WITNESSETH:

For and in consideration of the covenants herein contained, and upon the terms and conditions herein set forth, Landlord and Tenant agree as follows:

1. **DESCRIPTION.** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the following described property located in Marion County, Florida (herein "called "Demised Premises" or "Premises"), to-wit:

A parcel lying in Tract "A" of QUAIL RUN SUBDIVISION, as recorded in Plat Book U, Page 14, of the public records of Marion County, Florida, said parcel being more particularly described as follows: Commencing at the SW corner of Lot 17, Block A, of said QUAIL RUN SUBDIVISION; thence West, along the South boundary of Tract "A", 8.00 feet to the Point of Beginning of the herein described parcel; thence continue West along said South boundary, 192.00 feet to the West boundary of said Tract "A"; thence North, along said West boundary, 169.10 feet; thence East, 192.00 feet; thence South, along a line that lies 8 feet West of as measured at right angles to and running parallel with the West boundary of the aforementioned Lot 17, 169.10 feet to the Point of Beginning.

2. **TERM.** The Premises are leased for a term of 99 years, to commence on December 18, 1987 and to end at 12:00 midnight of the day immediately preceding the 99th anniversary of the term's commencement. Notwithstanding the foregoing, the parties hereto may terminate this Lease by written agreement to do so.

3. **BASIC RENT, OCCUPANCY AND TAXES.**

(a) The total basic rent for the term of this Lease is Ninety-nine and No/100 Dollars (\$99.00) payable in equal annual installments of One and No/100 Dollars (\$1.00) each. All such annual installments shall be paid in advance on the first day of each year in accordance with the provisions of this Lease as herein set forth. All such basic rent shall be payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Any and all payments on account of this Lease made by check shall be subject to collection thereon. Tenant shall pay basic rent and any other payments as hereinafter provided to Landlord at Landlord's address as stated herein, or at such other place without demand and without counterclaim, deduction or setoff. In addition to the rents as hereinabove provided and upon any other payments by Tenant to or on behalf of Landlord in accordance with this Lease shall be paid by Tenant to Landlord. Landlord shall transmit such tax payments to the proper authorities. Also, Tenant shall pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in said premises or brought thereon by Tenant or others.

(b) In addition to the basic rent hereinabove provided, for each year of this Lease, Tenant shall pay to Landlord as additional rent an amount equal to the prorata share of the real property/tangible personal property taxes imposed with respect to the Premises. Such additional rent shall be paid within thirty (30) days after written demand therefor by Landlord which demand shall be accompanied by documentation reasonably acceptable to Tenant showing the amount of such taxes.

4. **USE AND OCCUPANCY.** Tenant shall use and occupy the Premises for activities related to Tenant's operation of a community water system and for not other purpose. Tenant shall so use the Premises in a careful, lawful, safe, and proper manner.

5. **CARE AND REPAIR OF PREMISES.** Tenant shall be responsible for all necessary repair and maintenance of the Premises during the term of this Lease except for the racquetball courts (2), utility room, T.V. tower and equipment, parking lot and grass area.

6. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS.** Tenant shall not make any alterations, additions or improvements in, to or about the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, but may be conditioned upon proper assurance of full payment of improvements. The foregoing notwithstanding, Landlord's consent may be subject to such terms and conditions as Landlord may reasonably require.

7. **ABANDONMENT.** During the term of this Lease or any renewed or extended term of this Lease, Tenant shall not, without first obtaining the written consent of Landlord, abandon the Premises, or allow the Premises to become vacant or deserted.

8. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Lease or sublet all or any portion of the Premises.

9. **COMPLIANCE WITH RULES AND REGULATIONS.** Tenant shall observe and comply with any reasonable rules and regulations Landlord may prescribe, on written notice to the Tenant, for the safety, care, and cleanliness of the Premises.

10. **WAIVER OF SUBROGATION.** In any event of loss or damage to the Premises, the Premises and/or any contents, each party shall look first to its insurance with respect to the Premises before making any claim against the other party, and each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to the extent permitted, for itself and its insurers waives all such insured claims against the other party.

11. **EMINENT DOMAIN.** If Tenant's use of the Premises is materially affected due to the taking by eminent domain of the Premises or any part thereof or any estate therein, this Lease shall terminate on the date when title vests pursuant to such taking. The basic rent shall be apportioned as of such termination date and any rent paid for any period beyond said date shall be repaid to Tenant. Upon a taking, all damages shall be the sole property of the Landlord.

12. **DEFAULT OF TENANT.** Upon the happening of any one or more of the following events:

- (a) Tenant's default in the payment of any rental due hereunder;
- (b) Tenant's default in performance of any other covenants of this Lease for a period of more than five (5) days after Tenant's receipt of written notice of such default;
- (c) Tenant's vacating or abandoning the Premises;

then Landlord may declare this Lease to be terminated, ended and null and void, with each party hereto relieved of obligations hereunder, and may thereafter re-enter upon and take possession of the Premises upon the terms hereby granted and all right, title, and interest of Tenant in the Premises granted by this Lease shall end.

If Landlord so chooses, it may exercise any other remedy available at law, including, without being limited to, the right to seek damages.

13. **MECHANIC'S LIEN.** Tenant shall, within fifteen (15) days after notice from Landlord discharge or satisfy by bonding or otherwise any mechanic's liens or other liens for equipment, materials or labor or goods or services claimed to have been furnished to the Premises on Tenant's behalf.

14. **RIGHT TO INSPECT AND REPAIR.** Landlord may enter the Premises but shall not be obligated to do so (except as required by any specific provision of this Lease) at any reasonable time on reasonable notice to Tenant (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacement or additions, in, to, on and about the Premises, as Landlord deems necessary or desirable. Tenant shall have no claims or cause of action against Landlord by reason thereof. Tenant agrees or cooperates with Landlord by providing any necessary personnel to ensure that the Landlord's right to inspect is not abrogated.

15. **UTILITIES.** Tenant shall, at its own cost and expense, pay all deposits and charges when due for water, gas, electricity, heat, sewer rentals or charges and any other utility charges incurred by tenant in the use of the Premises. Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, electric current for light, power or any other service or utility. All signs erected by Tenant shall first be approved by Landlord.

16. **HOLDOVER TENANCY.** If Tenant holds possession of the Premises after the term of this Lease, Tenant shall become a tenant from month-to-month under the provisions herein provided.

17. **RIGHT TO SHOW PREMISES.** Landlord may show the Premises to prospective purchasers and mortgagees, and, during the twelve (12) months prior to termination of this Lease, to prospective tenants, during business hours on reasonable notice to Tenant.

18. **QUIET ENJOYMENT.** Landlord covenants that if, and so long as, Tenant pays

the basic rent, and performs the covenants hereof, Landlord shall do nothing to affect Tenant's right to peaceably and quietly have, hold and enjoy the Premises for the term herein provided, subject to the provisions of this Lease.

19. **INSURANCE.** Tenant covenants to provide on or before the commencement of the earlier to occur of occupancy or the term of this Lease a comprehensive policy of general liability insurance naming the Landlord, its assignors and invitees as an additional named insured, insuring Tenant and Landlord against any liability commonly insured against and occasioned by accident resulting from any act or omission on or about the Premises and any appurtenances thereto. Such policy is to be written by an insurance company qualified to do business in the State of Florida reasonably satisfactory to Landlord. The policy shall be with limits not less than \$1,000,000 in respect of any one person, in respect of any one accident, and in respect of property damage. At least fifteen (15) days prior to the expiration or termination date of any policy, the Tenant shall deliver to Landlord a renewal or replacement policy with proof of the payment of the premium therefor.

Landlord shall maintain insurance in the same terms and limits with Tenant named as additional insured.

20. **BROKER.** Tenant and Landlord represent and warrant one to the other that no broker brought about this transaction, and Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of any brokers arising out of or in connection with the negotiations of or the entering into this Lease by Tenant and Landlord.

21. **OPTION.** None.

22. **NOTICES.** Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered mail or certified mail in a postpaid envelope addressed to the parties at the following addresses:

Landlord

Tenant

Registered Agent
Marico Properties, Inc.
Post Office Drawer 1088
Ocala, FL 32678-1088

23. **ATTORNEYS' FEES.** In the event Landlord or tenant shall employ an attorney to enforce the covenants hereunder, or any of the rights, remedies, privileges or options under this Lease, or shall be entitled to reimbursement from the other party of all costs and expenses incurred or paid by the prevailing part in so doing, including, but not by way of limitation, all attorneys fees and costs incurred or paid by the prevailing party at any time or times in connection therewith, whether the matter is settled privately, or by arbitration, or by legal action at the trial court level and at any and all appellate court levels.

24. **AMENDMENTS, MODIFICATIONS, ETC.** No change, modification or termination of any of the terms, provisions, covenants, promises or conditions of this Lease Agreement shall be effective unless made in writing and signed or initialed by all parties hereto, their

successors or assigns.

25. **ENTIRE AGREEMENT.** This Lease Agreement, including all exhibits and schedules referenced herein and attached hereto, constitutes the entire agreement between the parties hereto, pertaining to the subject matters hereof, and it supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. Except as otherwise expressly provided herein, no covenant, representations, promise or condition not expressed in this Lease agreement or in an amendment thereto made and executed in accordance with this Lease Agreement, shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Lease Agreement.

26. **APPLICABILITY TO HEIRS AND ASSIGNS.** The provisions of this Lease shall apply to, bind and inure to the benefit of Landlord and Tenant, and their respective heirs, successors, legal representatives and assigns.

27. **GOVERNING LAW.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

28. **SEPARABILITY.** If any paragraph, subparagraph or other provision of this Lease Agreement, or application of such paragraph, subparagraph or provision, is held invalid, then the remainder of the Lease Agreement, and the application of such paragraph, subparagraph or provision to persons, parties or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

29. **PARAGRAPH HEADINGS.** The paragraph headings in this Lease and position of its provisions are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

30. **PARTIES.** A. P. Utilities, Inc., a Florida Corporation, is the successor to the interest of Michael D. Blake d/b/a Aqua Purewater Company (not incorporated) to the original Real Property Lease with Landlord dated December 18, 1987.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered
in our presence as witnesses:

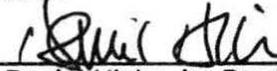


MICHAEL D. BLAKE
(Please Print Name)



SUSAN J. MANNS
(Please Print Name)

MARICO PROPERTIES, INC., a Florida
Corporation

By 

Daniel Hicks, Its President

A. P. UTILITIES, INC., a Florida Corporation

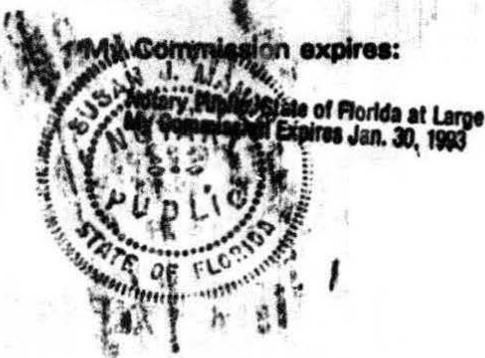
By *Philip D. Woods*
PHILIP D. WOODS Its President

Michael D. Blake
MICHAEL D. BLAKE
(Please Print Name)

Susan J. Mannis
Susan J. Mannis
(Please Print Name)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Lease Agreement was acknowledged before me by DANIEL HICKS, as President of MARICO PROPERTIES, INC., a Florida Corporation, this 6th day of August, 1991.



Susan J. Mannis
Notary Public, State of Florida

Susan J. Mannis
(Please Print Name)
2019 SE 35th Street, Ocala FL 32671
(Please Print Address)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Lease Agreement was acknowledged before me by PHILIP D. Woods, as President of A. P. UTILITIES, INC., a Florida Corporation, this 6th day of August, 1991.



Susan J. Mannis
Notary Public, State of Florida

Susan J. Mannis
(Please Print Name)
2019 SE 35th Street, Ocala FL 32671
(Please Print Address)