

# OCALA OAKS UTILITIES, INC. ORIGINAL

1343 N.E. 17th Rd. • Ocala, FL 34470  
(904) 732-3504

SEPTEMBER 1, 1998

DIRECTOR, DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLA, 32399-0850

DEAR DIRECTOR,

PLEASE FIND ENCLOSED THE FOLLOWING MATERIAL FOR DOCKET NO. 981030:

- 1) CORRECTED CONTRACT FOR SALE AND PURCHASE
- 2) EXHIBIT " O " ( NEWSPAPER PUBLICATION )
- 3) SAMPLE TARIFF SHEETS

PLEASE FORWARD THESE TO THE PROPER HANDS.

THANK YOU!



MIKE ELLZEY  
OCALA OAKS UTILITIES, INC.

ACU \_\_\_\_\_  
AF \_\_\_\_\_  
AF \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG \_\_\_\_\_  
LIN \_\_\_\_\_  
OPC \_\_\_\_\_  
RCH \_\_\_\_\_  
SEC \_\_\_\_\_  
WAS \_\_\_\_\_  
OTH \_\_\_\_\_

98 SEP -2 AM  
MAIL ROOM

DOCUMENT NUMBER-DATE

09567 SEP -2 98

DIVISION OF RECORDS AND REPORTING

NAME OF COMPANY OCALA OAKS UTILITIES, INC.

WATER TARIFF

TERRITORY SERVEDCERTIFICATE NUMBER - 346-WCOUNTY - MARIONCOMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
10471	12/23/81	810470-W	Original
12455	09/07/83	830283-W	Amendment
14000	01/14/85	840107-WU	Amendment
14178	03/14/85	850047-WU	Amendment
14474	06/17/85	850119-WU	Amendment
15294	10/24/85	850449-WU	Amendment
16487	08/19/86	860923-WU	Amendment
PSC-93-0343-FOF-WU	03/08/93	921071-WU	Amendment
PSC-94-0988-FOF-WU	08/15/94	930950-WU	Amendment
		981030 -WU	Transfer

MIKE ELLZEY  
ISSUING OFFICER

VICE-PRESIDENT  
TITLE

NAME OF COMPANY OCALA OAKS UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

HAWKS POINT SUBDIVISION

THE S.E. 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; LESS AND EXCEPT THE EAST 12 1/2 CHAINS THEREOF, AND LESS THE NORTH 10 CHAINS THEREOF; AND EXCEPT THE WEST 1/2 OF THE S.W. 1/4 OF THE S.E. 1/4, AND EXCEPT THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 EXCEPT THE EAST 30 FEET.

49TH STREET VILLAGE, STONEGATE, AND COUNTRY ROADS SUBDIVISIONS

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 27 AND 34, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY FLORIDA:

SECTION 27

THE SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4

SECTION 34

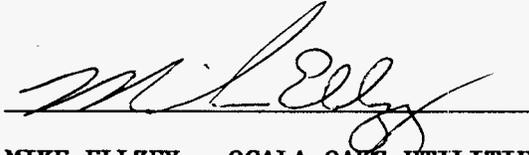
THE NORTH 1/4 OF THE N.W. 1/4

THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4

MIKE ELLZEY  
ISSUING OFFICER  
VICE-PRESIDENT  
TITLE

EXHIBIT 0

THIS IS TO AFFIRM THAT NOTICE OF ACTUAL APPLICATION WAS PUBLISHED  
ONCE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE TERRITORY IN  
IN ACCORDANCE WITH RULE 25-30.030, FLORIDA ADMINISTRATIVE CODE.  
A COPY OF THE PUBLICATION IS ATTACHED.

A handwritten signature in cursive script, appearing to read "Mike Ellzey", is written over a horizontal line.

MIKE ELLZEY - OCALA OAKS UTILITIES, INC.

8-31-98

DATE

LEGAL NOTICE

Notice is hereby given on August 7, 1998, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of part of Water Certificate No. 380-W held by A.P. Utilities, Inc. from A.P. Utilities, Inc. to Ocala Oaks Utilities, Inc. providing service to the following described territory in Marion County, Florida.

HAWKS POINT SUBDIVISION

THE S.E. 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; LESS AND EXCEPT THE EAST 12 1/2 CHAINS THEREOF, AND LESS THE NORTH 10 CHAINS THEREOF; AND EXCEPT THE WEST 1/2 OF THE S.W. 1/4 OF THE S.E. 1/4, AND EXCEPT THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 EXCEPT THE EAST 30 FEET.

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SECTION 34

THE NORTH 1/4 OF THE N.W. 1/4

THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4

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.

OCALA OAKS UTILITIES, INC.  
1343 NE 17TH ROAD  
OCALA, FLORIDA 34470

**PROOF OF PUBLICATION**

**STAR-BANNER**

**Published—Daily**

**OCALA, MARION COUNTY, FLORIDA**

STATE OF FLORIDA,  
COUNTY OF MARION

Before the undersigned authority personally appeared Gloria Thomas, who on oath says that he is an authorized employee of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that the attached copy of advertisement, being a notice in the matter of \_\_\_\_\_

#130890 - NOTICE

\_\_\_\_\_ in the \_\_\_\_\_ Court,

was published in said newspaper in the issues of \_\_\_\_\_

August 16, 1998

Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala, in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Gloria Thomas

Sworn to and subscribed before me this 18th day

of August, A.D., 1998

Tera Lin Mahan

Notary Public

(Seal)



Tera Lin Mahan  
MY COMMISSION # CC583714 EXPIRES  
September 9, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

TERA LIN MAHAN  
(Print, Type or Stamp Name of Notary Public)

**LEGAL NOTICE**

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HAWKS POINT SUBDIVISION  
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TOWNSHIP 16 SOUTH, RANGE 22  
EAST, MARION COUNTY, FLORIDA;  
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12-1/2 CHAINS THEREOF, AND  
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FEET. 49TH STREET VILLAGE,  
STONEGATE, AND COUNTRY  
ROADS SUBDIVISIONS. THE  
FOLLOWING DESCRIBED LANDS  
LOCATED IN PORTIONS OF SEC-  
TIONS 27 AND 34, TOWNSHIP 14  
SOUTH, RANGE 22 EAST, MARI-  
ON COUNTY, FLORIDA:  
SECTION 27, THE SOUTH 1/2 OF  
THE S.W. 1/4 OF THE S.W.  
1/4, SECTION 34, THE NORTH 1/4  
OF THE N.W. 1/4 THE S.W. 1/4 OF  
THE N.E. 1/4 OF THE N.W.  
1/4.

Any objection to the said appli-  
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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.  
OCALA OAKS UTILITIES, INC.  
1343 NE 17TH ROAD  
OCALA, FLORIDA 34470  
No. 130890 - August 16, 1998

# Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

PARTIES: A P UTILITIES, INC., a Florida corporation ("Seller").  
of \_\_\_\_\_ (Phone) \_\_\_\_\_  
and OCALA OAKS UTILITIES, INC., a Florida corporation ("Buyer").  
of \_\_\_\_\_ (Phone) \_\_\_\_\_

hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") upon the following terms and conditions, which include Standards for Real Estate Transactions ("Standard(s)") on the reverse side hereof or attached hereto and riders and addenda to this Contract for Sale and Purchase ("Contract").

I. DESCRIPTION:  
(a) Legal description of the Real Property located in Marion County, Florida: SEE EXHIBIT "A" ATTACHED HERETO AND HEREBY INCORPORATED BY REFERENCE AND ALL EASEMENTS ATTENDANT THERETO FOR THE OPERATION AND MAINTENANCE OF THE WATER SYSTEMS.

(b) Street address, city, zip, of the Property is: \_\_\_\_\_  
(c) Personal Property: Any and all tanks, valves, water mains, pipes and any other personal property which is located on the subject property or wherever situate that constitutes or is a component of the water systems subject to the terms of this Contract.

II. PURCHASE PRICE: ..... \$ 103,561.05  
PAYMENT:  
(a) Deposit held ~~in escrow~~ by Seller in the amount of ..... \$ 10.00  
(b) Additional escrow deposit to be made within \_\_\_\_\_ days after Effective Date (as defined in Paragraph III) in the amount of ..... \$ -0-  
(c) Subject to ~~an existing~~ mortgage in good standing in favor of Richard L. Stafford, as Trustee, recorded in OR Book 1500, page 0986, having an approximate present principal balance of ..... \$ 97,122.10  
(d) Purchase money mortgage and note to Seller (see addendum) in the amount of ..... \$ -0-  
(e) Other: ..... \$ -0-  
(f) Balance to close by U.S. cash, LOCALLY DRAWN certified or cashier's check or third-party loan, subject to adjustments or prorations ..... \$ 6,428.95

III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before August, 1998, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

IV. FINANCING:  
(a) If the Purchase Price or any part of it is to be financed by a third-party loan, this Contract is conditioned on Buyer obtaining a written commitment within \_\_\_\_\_ days after Effective Date for (CHECK ONLY ONE)  a fixed;  an adjustable; or  a fixed or adjustable rate loan in the principal amount of \$ \_\_\_\_\_, at an initial interest rate not to exceed \_\_\_\_\_ %, discount and origination fees not to exceed \_\_\_\_\_ % of principal amount, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days after Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or  
(b) The existing mortgage described in Paragraph II(c), above, has (CHECK ONLY ONE):  a variable interest rate; or  a fixed interest rate of \_\_\_\_\_ % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed \_\_\_\_\_ % per annum. Seller shall, within \_\_\_\_\_ days after Effective Date, furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s) not in excess of \$ \_\_\_\_\_ shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless other elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least 20 days before closing date, but no earlier than \_\_\_\_\_ days after Seller receives written notification that Buyer has obtained the loan commitment or has been approved for the loan assumption as provided in Paragraphs IV(a) or (b), above, or, if applicable, waived the financing requirements, (CHECK ONLY ONE):  Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or  Buyer shall at Buyer's expense obtain (CHECK ONLY ONE):  abstract of title; or  title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered ~~to Buyer~~ within thirty days after satisfaction of the contingencies contained in the Addendum attached hereto.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for water plant sites and operation of water systems subject to this Contract.

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):  
(a)  COASTAL CONSTRUCTION CONTROL LINE (d)  VA/FHA (g)  HOMEOWNERS' ASSOCIATION DISCLOSURE  
(b)  CONDOMINIUM (e)  INSULATION (h)  RESIDENTIAL LEAD-BASED HAZARD DISCLOSURE  
(c)  FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (f)  "AS IS" (i)

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

XII. DISCLOSURES:  
(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.  
(b) Buyer may have determined the energy efficiency rating of the residential building, if any is located on the Real Property.  
(c) If the Real Property includes pre-1978 residential housing then Paragraph X (h) is mandatory.

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:  
(a) \$ \_\_\_\_\_ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).  
(b) \$ \_\_\_\_\_ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE .

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.  
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.  
COPYRIGHT 1995 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

OCALA OAKS UTILITIES, INC. (Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_  
A P UTILITIES, INC. (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_

Social Security or Tax I.D. # \_\_\_\_\_  
BY: M. L. Ellzey Vice-President 8-11-98 (Date) \_\_\_\_\_  
BY: Philip Phelan \_\_\_\_\_ x 8/11/98 (Date) \_\_\_\_\_

Social Security or Tax I.D. # \_\_\_\_\_  
Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. \_\_\_\_\_ (Escrow Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: \_\_\_\_\_ Listing Broker \_\_\_\_\_ Cooperating Brokers, if any \_\_\_\_\_

# STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Real Property recorded in the public records of the county wherein the Real Property is located through Effective Date, and to commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions, qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions, qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 30 days, if abstract, or 5 days, if title commitment, from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying the defect(s). If defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

**B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgages; shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

**C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

**D. TERMITES:** Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation in the Property. If either or both are found, Buyer shall have 4 days from date of written report thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general contractor. Seller shall pay valid basis of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction and receive a credit at closing on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

**E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

**F. LEASES:** Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

**G. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen. In addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.

**H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent designated by Seller.

**I. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.

**J. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.

**K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by the Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

**L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing or occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and an equitable assessment to be agreed upon between the parties. Failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at closing.

**M. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

**N. INSPECTION, REPAIR AND MAINTENANCE:** Seller warrants that, as of 10 days prior to closing, the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage do not have any VISIBLE EVIDENCE of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in WORKING CONDITION. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have inspections made of those items by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor. Buyer shall, prior to Buyer's occupancy or not less than 10 days prior to closing, whichever occurs first, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of a cosmetic nature unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XIII(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted.

**O. RISK OF LOSS:** If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of the deposit(s).

**P. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If an abstract of title has been furnished, evidence of title shall be continued as Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be held in escrow by Seller's attorney or other mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for closing and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer-mortgagor. The escrow and closing procedure required by this Standard shall be waived if the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended.

**Q. ESCROW:** Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgement of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying of parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer of Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

**R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

**S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

**T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

**U. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of the Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**W. WARRANTY:** Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE  
BETWEEN  
A. P. UTILITIES, INC., a Florida corporation, Seller  
AND  
OCALA OAKS UTILITIES, INC., a Florida corporation, Buyer

**XII. SPECIAL CLAUSES:**

1. This Contract is contingent upon the following:
  - a. Florida Public Service Commission (PSC) approval of this sale.
  - b. PSC granting Buyer the service territory for each water system and the subdivisions they serve.
  - c. Seller conducting and passing all Florida Department of Environmental Regulation (DER) testing requirements prior to PSC approval and providing Buyer with copies of all testing results for the last three (3) years.
  - d. Seller performing lead and copper tests prior to PSC approval, the results of which are acceptable to Buyer.
  - e. PSC establishing a rate base for the water systems of at least seventy-five (75%) percent of the Purchase Price.
  - f. Transfer of all existing permits to Buyer in current condition.
  - g. Issuance to Buyer of all permits and approvals necessary to operate the water systems.
  - h. PSC authorizing Buyer to charge its current rates and charges for its existing customers as the rates and charges for the customers of all of the water systems subject to this Contract.
2. Title to the Hawk's Point Water Site shall be conveyed subject to that certain mortgage in favor of Richard L. Stafford, Trustee, recorded in Official Records Book 1500, page 986, Public Records of Marion County, Florida.
3. Seller shall provide Buyer with any and all easements necessary to insure Buyer's ability to operate, service, repair and maintain the water systems to be conveyed, whether these easements effect the current distribution systems or any contemplated extension of the water systems.
4. It is recognized by Seller that Buyer, from time to time, may seek to increase its rates and charges in accordance with the procedures set by the PSC. If Buyer is successful in obtaining an increase in its rates and charges, such increased rates and charges shall be binding on the Seller and all customers of the water systems.
5. Seller warrants no Hazardous Substances have been stored, released or discharged on or from the Property, nor are there any Hazardous Substances currently located on or under the Property. For purposes of this Contract, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants defined by the United States Congress or the EPA or defined by any other federal, state or local statutes, law, ordinance, code, rule, regulation, decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. Seller further warrants that Seller has not received any notice from any governmental agency

or authority or from any tenant under a lease of all or of any portion of the Property with respect to the presence, release or discharge of Hazardous Substances on, onto or from the Property. This warranty shall survive closing, and Seller shall indemnify and hold Buyer and Buyer's heirs, successors and assigns harmless from and against any and all damages, expenses (including attorney's fees), claims and liabilities arising from a misrepresentation hereunder. Seller acknowledges that this warranty is a material inducement for Buyer entering into this contract.

6. In the event DER expands the existing 200 foot radius around any wells servicing any water system subject to this Contract, and this expansion encumbers or affects the use of any property not owned by Buyer, Buyer shall not be liable for any damages or claims of damages occasioned by such expansion, and Seller shall indemnify and hold Buyer harmless from and against any and all damages, expenses (including attorney's fees), claims and liabilities arising from such expansion.

7. All water systems subject to this Contract shall be in full compliance with all DER and Marion County rules and regulations at closing.

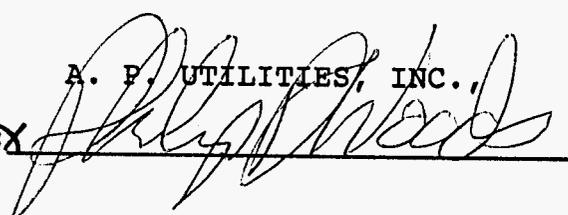
8. Any PSC fines, show cause orders or delinquent fees or charges levied or entered against any water system subject to this Contract must be paid, satisfied or resolved prior to closing and appropriate evidence issued by the appropriate authority establishing this fact, and Buyer shall have no liability for any prior acts or omissions of Seller regarding any water system subject to this Contract and Seller shall indemnify and hold Buyer harmless against any and all damages, expenses (including attorney's fees), claims and liabilities occasioned by any of the foregoing.

9. Any and all state and federal taxes regarding the water systems subject to this Contract must be current as of the date of closing.

10. The agreements and covenants contained in this Contract shall survive the closing of title and are a material inducement to Buyer to purchase the water systems covered by this Contract.

11. All contingencies herein must be either 1) satisfied, 2) modified upon terms acceptable to Buyer in Buyer's sole discretion or 3) waived by Buyer on or before December 1, 1998, or this Contract shall terminate and be of no further force and effect. In the event the contingencies are satisfied, modified or waived as aforesaid, this transaction shall close on or before December 31, 1998.

A. P. UTILITIES, INC.,

BY: 

OCALA OAKS UTILITIES, INC.

BY: 

MICHAEL L. ELLZEY, Vice-President

EXHIBIT "A"

1. Hawk's Point Water System, DEP/PWS ID #3424685, which currently services Hawk's Point Subdivision.

Water System Site: Lot 9, Block H, HAWK'S POINT, as per plat thereof recorded in Plat Book Y, pages 37 and 38, Public Records of Marion County, Florida.

2. 49th Street Village Water System DEP/PWS ID #3424631, which currently services 49th Street Village Subdivision, Country Rhodes Subdivision and Stonegate Subdivision.

Water System Site: Tract "B", 49TH STREET VILLAGE, as per plat thereof recorded in Plat Book V, page 102, Public Records of Marion County, Florida.

This sale includes all real property and personal property, tangible or intangible, constituting or which is a component part of the above described water systems.

**EXHIBIT A**

**THE PURCHASE OF THE " 49TH STREET VILLAGE " AND THE " HAWKS POINT " WATER SYSTEMS BY OCALA OAKS UTILITIES, INC. IS IN THE PUBLIC INTEREST BECAUSE A.P. UTILITIES DESIRES TO NO LONGER BE IN THE WATER AND WASTEWATER BUSINESS. OCALA OAKS UTILITIES, INC HAS BEEN IN EXISTENCE SINCE 1977 AND HAS THE FINANCIAL ABILITY TO PROVIDE SERVICE TO THESE SYSTEMS AS DEMONSTRATED IN IT'S FLORIDA PUBLIC SERVICE COMMISSION ANNUAL REPORTS.**

**EXHIBIT D**

**FOR THIS PURCHASE TO TAKE PLACE, ANY FEES, FINES, OR REFUNDS OWED MUST  
EITHER BE PAID BY A.P. UTILITIES OR WAIVED BY THE FLORIDA PUBLIC SERVICE  
COMMISSION.**

**EXHIBIT E**

**THE PURCHASE PRICE IS \$ 103,561.05 WITH THE ASSUMPTION OF A \$ 97,122.10  
MORTGAGE AS DESCRIBED IN THE PURCHASE CONTRACT.**

**EXHIBIT F**

**OCALA OAKS UTILITIES, INC. IS RELYING ON NO OUTSIDE FUNDING TO  
MAKE THIS PURCHASE.**

# OCALA OAKS UTILITIES, INC.

1343 N.E. 17th Rd. • Ocala, FL 34470

(904) 732-3504

## EXHIBIT G

OCALA OAKS UTILITIES, INC PURCHASE OF HAWKS POINT AND 49TH STREET VILLAGE WATER SYSTEMS FROM A.P. UTILITIES.

### RATE BASE CALCULATIONS

TO CALCULATE RATE BASE FOR THE TWO SYSTEMS OF HAWKS POINT AND 49TH STREET VILLAGE, TWO PREVIOUS DOCKETS WERE RELIED UPON. DOCKET NO. 881603-WU, DATED AUGUST 1989, SETS OUT FOR THE HAWKS POINT SYSTEM A DEPRECIABLE PLANT VALUE OF \$105,598.00. DOCKET NO. 910116-WU, DATED JULY 1991, SETS OUT FOR THE 49TH STREET VILLAGE SYSTEM A DEPRECIABLE PLANT VALUE OF \$75,641.00. BASED ON THOSE TWO DOCKETS, THE FOLLOWING CALCULATIONS WERE MADE.

#### HAWKS POINT

DEPRECIABLE PLANT	\$ 105,598.00
CIAC 124 CONNECTIONS X \$250	-31,000.00
COMPOSITE DEPRECIATION AT 2.5% FOR 9 YRS.	-23,759.00
AMORTIZATION OF CIAC AT 2.5% FOR 9 YRS.	+ 6,975.00
ADDITION OF STANDBY POWER IN 1997	+12,000.00

RATE BASE	<u>\$ 69,814.00</u>
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#### 49TH STREET VILLAGE

DEPRECIABLE PLANT	\$ 75,641.00
CIAC 49TH STREET & STONEGATE 48 X \$250	-12,000.00
CIAC COUNTRY RHODES 50 X \$ 50	- 2,500.00
CIAC COUNTRY RHODES DISTRIBUTION SYSTEM	-14,536.00
COMPOSITE DEPRECIATION AT 2.5% FOR 7 YRS.	-13,237.00
AMORTIZATION OF CIAC AT 2.5% FOR 7 YRS.	+ 5,081.00

RATE BASE	<u>\$ 38,449.00</u>
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TOTAL RATE BASE FOR HAWKS POINT & 49TH STREET	\$ 108,263.00
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EXHIBIT J & K

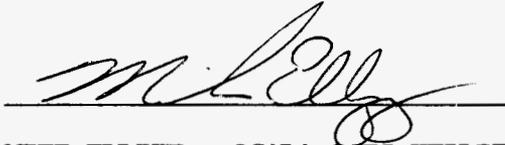
AN EARNINGS INVESTIGATION OF A.P. UTILITIES USING A TEST YEAR OF  
DECEMBER 31, 1996 IS CURRENTLY ONGOING. OCALA OAKS UTILITIES FEELS  
IT WOULD BE REPETITIOUS FOR US TO FULFILL THE REQUIREMENTS OF THESE  
TWO EXHIBITS. THE COMMISSION STAFF HAS FULL ACCESS TO THE RECORDS  
AND BOOKS OF A.P. UTILITIES AS A RESULT OF THIS INVESTIGATION.

**EXHIBIT L**

**THE " HAWKS POINT " AND " 49TH STREET VILLAGE " SYSTEMS APPEAR TO  
BE IN COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION AND THERE APPEARS TO BE NO NEED FOR MAJOR UPGRADES  
TO THESE SYSTEMS.**

**EXHIBIT M**

**THIS IS TO AFFIRM 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  
ATTACHED LISTED ENTITIES.**

A handwritten signature in cursive script, appearing to read "Mike Ellzey", is written over a horizontal line.

**MIKE ELLZEY - OCALA OAKS UTILITIES, INC.**

Aug 12, 1998

**DATE**

EXHIBIT M

LEGAL NOTICE

Notice is hereby given on August 7, 1998, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of part of Water Certificate No. 380-W held by A.P. Utilities, Inc. from A.P. Utilities, Inc. to Ocala Oaks Utilities, Inc. providing service to the following described territory in Marion County, Florida.

HAWKS POINT SUBDIVISION

THE S.E. 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; LESS AND EXCEPT THE EAST 12 1/2 CHAINS THEREOF, AND LESS THE NORTH 10 CHAINS THEREOF; AND EXCEPT THE WEST 1/2 OF THE S.W. 1/4 OF THE S.E. 1/4, AND EXCEPT THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 EXCEPT THE EAST 30 FEET.

49TH STREET VILLAGE, STONEGATE, AND COUNTRY ROADS  
SUBDIVISIONS

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 27 AND 34, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY FLORIDA:

SECTION 27

THE SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4

SECTION 34

THE NORTH 1/4 OF THE N.W. 1/4

THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4

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.

OCALA OAKS UTILITIES, INC.  
1343 NE 17TH ROAD  
OCALA, FLORIDA 34470

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/21/1998-09/18/1998

UTILITY NAME

MANAGER

MARION COUNTY

A. P. UTILITIES, INC. (WU592)  
3925 S.E. 45TH COURT, SUITE E  
OCALA, FL 34480-7431

PHILIP D. WOODS  
(352) 694-7474

BFF CORP. (SU595)  
P. O. BOX 5220  
OCALA, FL 34478-5220

CHARLES DE MENZES  
(352) 622-4949

C.F.A.T. H2O, INC. (WS719)  
P. O. BOX 5220  
OCALA, FL 34478-5220

CHARLES DE MENZES  
(352) 622-4949

COUNTYWIDE UTILITY COMPANY (WU008)  
P. O. BOX 1476  
OCALA, FL 34478-1476

DIRK J. LEEWARD  
(352) 245-7007

DECCA UTILITIES, A DIVISION OF DECCA (WS465)  
8865 S.W. 104TH LANE  
OCALA, FL 34481-8961

JAMES A. BELL  
(352) 854-6210

EAGLE SPRINGS UTILITIES, INC. (WU470)  
P. O. BOX 1975  
SILVER SPRINGS, FL 34489-1975

LEONARD (LEN) B. TABOR  
(352) 351-8800

EAST MARION SANITARY SYSTEMS, INC. (SU535)  
P. O. BOX 245  
SILVER SPRINGS, FL 34489-0245

HERBERT HEIN  
(352) 351-1338

EAST MARION SANITARY SYSTEMS, INC. (WU536)  
P. O. BOX 245  
SILVER SPRINGS, FL 34489-0245

HERBERT HEIN  
(352) 351-1338

FLORIDA WATER SERVICES CORPORATION (WS487)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG  
(407) 880-0058

LINADALE WATER COMPANY (WU148)  
24901 S.E. COUNTY HIGHWAY 42  
UMATILLA, FL 32784-9144

FANNIE J. SHIELDS  
(352) 669-3589

LITTLE SUMTER UTILITY COMPANY (WS762)  
1100 MAIN STREET  
LADY LAKE, FL 32159-7719

H. GARY MORSE

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/21/1998-09/18/1998

UTILITY NAME

MANAGER

MARION COUNTY (continued)

LOCH HARBOUR UTILITIES, INC. (WS151) P. O. BOX 2100 OCALA, FL 34478-2100	JOSEPH C. MCCOUN (352) 732-2100
MARION UTILITIES, INC. (WS160) 710 N.E. 30TH AVENUE OCALA, FL 34470-6460	TIM E. THOMPSON (352) 622-1171
OCALA OAKS UTILITIES, INC. (WU174) 1343 N.E. 17TH ROAD OCALA, FL 34470-4600	MICHAEL ELLZEY (352) 732-3504
PINE RUN UTILITIES, INC. (WU337) 8865 S.W. 104TH LANE OCALA, FL 34481-8961	JAMES A. BELL (352) 854-6210
QUAIL MEADOW UTILITIES, INC. (WU532) 2477 EAST COMMERCIAL BLVD. FT. LAUDERDALE, FL 33308-4041	STEPHEN G. MEHALLIS (954) 491-1722
RAINBOW SPRINGS UTILITIES, L.C. (WS199) P. O. BOX 1850 DUNNELLON, FL 34430-1850	LOWELL D. SMALLRIDGE (352) 489-5264
RESIDENTIAL WATER SYSTEMS, INC. (WU370) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DEMENZES (352) 622-4949
S & L UTILITIES, INC. (SU327) P. O. BOX 4186 OCALA, FL 34478-4186	CHARLES FLETCHER, JR. (352) 624-1767 622-7236
SILVER CITY UTILITIES (WU362) 355 PRINCES STREET KINCARDINE, ONTARIO CANADA N2Z 2-7.	DAVID SMALL (519) 396-2658
SPRUCE CREEK SOUTH UTILITIES, INC. (SU653) 8501 S.E. 140TH LANE ROAD SUMMERFIELD, FL 34491	JAY A. THOMPSON (352) 347-0038

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/21/1998-09/18/1998

UTILITY NAME

MANAGER

MARION COUNTY (continued)

SPRUCE CREEK SOUTH UTILITIES, INC. (WU591) 8501 S.E. 140TH LANE ROAD SUMMERFIELD, FL 34491	JAY A. THOMPSON (352) 347-0038
STEEPLECHASE UTILITY COMPANY, INC. (WS598) % STONECREST 11053 S.E. 174TH LOOP SUMMERFIELD, FL 34491-8619	L. HALL ROBERTSON, JR. (352) 307-1033
SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (WS746) ATTN: SADDLE OAK CLUB 31700 MIDDLEBELT ROAD, SUITE 145 FARMINGTON HILLS, MI 48334	JAN CARR (407) 521-9533
SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (WU239) 10230 S.E. HIGHWAY 25 BELLEVIEW, FL 34420-5531	JAMES H. HODGES (352) 347-8228
TRADEWINDS UTILITIES, INC. (WS350) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
UTILITIES, INC. OF FLORIDA (SU661) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
UTILITIES, INC. OF FLORIDA (WU443) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
VENTURE ASSOCIATES UTILITIES CORP. (WU512) 2661 N.W. 60TH AVENUE OCALA, FL 34482-3933	ARTHUR F. TAIT (352) 732-8662
WINDSTREAM UTILITIES COMPANY (WU385) P. O. BOX 4201 OCALA, FL 34478-4201	SHARON (SHARI) DLOUHY (352) 620-8290

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/21/1998-09/18/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, MARION COUNTY  
P. O. BOX 1030  
OCALA, FL 32678-1030

DEP CENTRAL DISTRICT  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT  
3804 COCONUT PALM DRIVE  
TAMPA, FL 33618-8318

MAYOR, CITY OF BELLEVIEW  
5343 S.E. ABSHIER BLVD.  
BELLEVIEW, FL 34420-3904

MAYOR, CITY OF DUNNELLON  
12014 SOUTH WILLIAMS STREET  
DUNNELLON, FL 34432-8005

MAYOR, CITY OF OCALA  
P. O. BOX 1270  
OCALA, FL 32678-1270

MAYOR, TOWN OF REDDICK  
P. O. BOX 203  
REDDICK, FL 32686-0203

ROBERT TITTERINGTON, MARION COUNTY  
601 S.E. 25TH AVENUE  
OCALA, FL 34471

S.W. FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET  
BROOKSVILLE, FL 34609-6899

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/21/1998-09/18/1998

UTILITY NAME

MANAGER

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429

TOWN CLERK/MANAGER, TOWN OF MCINTOSH  
P. O. BOX 165  
MCINTOSH, FL 32664-0165

WITHLACOOCHEE REG PLANNING COUNCIL  
1241 S.W. 10TH STREET  
OCALA, FL 34474-2798

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

**EXHIBIT N**

**THIS IS TO AFFIRM THAT NOTICE OF ACTUAL APPLICATION WAS GIVEN IN ACCORDANCE WITH RULE 25 - 30.030, FLORIDA ADMINISTRATIVE CODE, BY REGULAR MAIL TO EACH CUSTOMER OF THE " HAWKS POINT " AND " 49TH STREET VILLAGE " SYSTEMS CURRENTLY OWNED BY A.P. UTILITIES.**

  
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**MIKE ELLZEY - OCALA OAKS UTILITIES, INC.**

Aug 12, 1998

**DATE**

LEGAL NOTICE

Notice is hereby given on August 7, 1998, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of part of Water Certificate No. 380-W held by A.P. Utilities, Inc. from A.P. Utilities, Inc. to Ocala Oaks Utilities, Inc. providing service to the following described territory in Marion County, Florida.

HAWKS POINT SUBDIVISION

THE S.E. 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; LESS AND EXCEPT THE EAST 12 1/2 CHAINS THEREOF, AND LESS THE NORTH 10 CHAINS THEREOF; AND EXCEPT THE WEST 1/2 OF THE S.W. 1/4 OF THE S.E. 1/4, AND EXCEPT THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 EXCEPT THE EAST 30 FEET.

49TH STREET VILLAGE, STONEGATE, AND COUNTRY ROADS  
SUBDIVISIONS

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 27 AND 34, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY FLORIDA:

SECTION 27

THE SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4

SECTION 34

THE NORTH 1/4 OF THE N.W. 1/4  
THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4

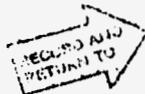
Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy 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.

OCALA OAKS UTILITIES, INC.  
1343 NE 17TH ROAD  
OCALA, FLORIDA 34470

D.S. 49.50  
Rec. 600

This instrument was prepared by,  
record and return to:

Lauren E. Merriam, III, Esquire  
BLANCHARD, CUSTURERI & MERRIAM, P.A.  
Post Office Box 24  
Ocala, Florida 32678  
Telephone: (904) 738-7218



**WARRANTY DEED**

THIS INDENTURE, made this 30 day of January, 1989, Between WILLIAM J. KRUMM, a single man, Grantor, and A. P. UTILITIES, INC., a Florida corporation, whose post office address is Post Office Drawer 280, Silver Springs, Florida 32698, Grantee,

WITNESS, that said Grantor, for and in consideration of the sum of TEN and 00/100 (\$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 "B", FORTY-NINTH ST. VILLAGE as per plat thereof recorded in Plat Book V, Page 102 of the public records of Marion County, Florida.

F.S. Section 689.02 required information: Property Appraiser's Parcel I.D. Number 15849-001-00. Grantee(s) Social Security Number(s): Not Applicable.

Subject to:

1. Ad Valorum Taxes for 1987 and subsequent years.
2. Easements, restrictions and regulations appearing on the plat.

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:

Lauren E. Merriam III  
Witness

William J. Krumm  
WILLIAM J. KRUMM, Grantor

Michael D. Blake  
Witness

STATE OF FLORIDA )  
COUNTY OF MARION )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM J. KRUMM, 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 30 day of January, 1989.

Lauren E. Merriam III  
Notary Public, State of Florida  
My Commission Expires:

BLANCHARD, CUSTURERI,  
& MERRIAM, P.A.  
ATTORNEYS AT LAW  
44 S.E. FIRST AVENUE  
POST OFFICE BOX 24  
OCALA, FLORIDA 32678-0024  
(904) 738-7218

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES JAN 31, 1989  
"GIVE THE INSTRUMENT TO THE CLERK OF THE COUNTY COURT"

JAN

RECORDED AND INDEXED  
VERIFIED  
MARION COUNTY, FL  
1989 JAN 31 PM 3:36

BY Lauren E. Merriam III  
89-065950

CO (11) CO

ASSIGNMENT OF UTILITY EASEMENTS

WILLIAM J. KRUMM, Assignor, in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS and other good and valuable considerations received from or on behalf of A. P. UTILITIES, INC., a Florida corporation, grants, bargains, sells, assigns, transfers and sets over unto A. P. UTILITIES, INC., a Florida corporation, Assignee, the following easements:

1. That certain Utility Easement dated April 22, 1983, between John Thomas Randolph and Sara Jo Randolph, his wife, and Eric E. Wagner, trustee, Grantors, and Larry D. Stone, Grantee, recorded in O.R. Book 1160, Page 1153 of the public records of Marion County, Florida, concerning the following described property:

All that portion of the West half of the North half of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 14 South, Range 22 East, lying within a 100 foot radius of the waterwell shown on Tract B of the Subdivision of FORTY-NINTH STREET VILLAGE as per Plat Book V, Page 102 of the public records of Marion County, Florida.

2. That certain Utility Easement dated April 27, 1983, between Eric E. Wagner, individually and as trustee, Grantor, and Larry D. Stone, Grantee, recorded in O.R. Book 1169, Page 0148 of the public records of Marion County, Florida, concerning the following described property:

The West 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 and the West 40 feet of the North 50 feet of the East 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 14 South, Range 22 East.

3. The foregoing Utility Easements were assigned by Larry D. Stone to William J. Krumm by Assignment dated April 28, 1986, recorded May 21, 1986, in O.R. Book 1351, Page 0122, public records of Marion County, Florida.

These Easements are not the homestead property of William J. Krumm.

TO HAVE AND TO HOLD the Easements unto A. P. UTILITIES, INC., a Florida corporation, its heirs, legal representatives, successors and assigns forever.

Michael D. Blake  
Witness  
James E. Merriam III  
Witness

William J. Krumm  
WILLIAM J. KRUMM

STATE OF FLORIDA )  
COUNTY OF MARION )

I HEREBY CERTIFY that before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM J. KRUMM, to me known to be the person 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 aforesaid this 30 day of January, 1989.

James E. Merriam III  
Notary Public, State of Florida  
My Commission Expires:

This instrument was prepared by,  
record and return to:  
Lauren E. Merriam, III, Esquire  
Post Office Box 24  
Ocala, Florida 32678  
Telephone: (904) 732-7218

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION FOR THE STATE  
DURING THE TERM OF HIS COMMISSION

BLANCHARD CUSTUMER  
& MERRIAM, PA.  
ATTORNEYS AT LAW  
64 S.E. 2nd AVENUE  
POST OFFICE BOX 24  
OCALA, FLORIDA 32678-0024  
1989 732-7218

RECORDED AND INDEXED  
VERIFIED  
MARION COUNTY, FL  
89 JAN 31 PM 3:36

JAN

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1052  
6835

BY *Francis E. Higgins*  
*B. Jack* D.C.  
88-826965

RECORDED AND RECORD  
VERIFIED  
MARION COUNTY, FL

1988 MAY -6 PM 4: 50

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This Instrument Prepared By:

**EUGENE A. WIECHENS**  
Attorney at Law  
Post Office Box 2045  
Ocala, Florida 32678

BK1500 P60984

WARRANTY DEED

THIS INDENTURE, made this the 6<sup>th</sup> day of May, 1988, between RICHARD L. STAFFORD, Individually and as Trustee for Maco Developments, Inc., Defined Benefit Pension Plan, of the County of Marion, State of Florida, Grantor, and A. P. UTILITIES, INC., a Florida corporation, whose post office address is Route 3, Box 399, Silver Springs, Marion County, Florida 32688, Grantee.

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) 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:

Lot 9, Block H, HAWK'S POINT, according to the plat thereof recorded in Plat Book Y, pages 37 and 38 of the public records of Marion County, Florida.

TOGETHER with all water producing equipment and installation on said lot and all pipes and other water distribution installations throughout the subdivision.

SUBJECT to ad Valorem taxes for the year 1988 and subsequent years.

SUBJECT to Easements, limitations and regulations appearing on the plat of the subject subdivision.

SUBJECT to Covenant with the Board of County Commissioners of Marion County, Florida recorded in Official Records Book 1364, page 1806, public records of Marion County, Florida

SUBJECT to Agreement as shown in Official Records Book 1364, Page 1807 of the public records of Marion County, Florida.

SUBJECT to Restrictions, conditions and/or protective covenants which appear in Official Records Book 1368, Page 1518, and Amended in Official Records Book 1398, Page 1771 of the Public Records of Marion County, Florida.

THE ABOVE-DESCRIBED PROPERTY does not constitute the homestead of the Grantor nor is it adjacent or contiguous to lands maintained by the Grantor as his homestead.

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.

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BK1 500 P60 985

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 as witnesses:

Eugene A. Workman  
Emma Lou Jelder  
(As Witnesses)

Richard L. Stafford (SEAL)  
RICHARD L. STAFFORD, as Trustee  
for Maco Developments, Inc. Defined  
Benefit Pension Plan, and Individually

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared RICHARD L. STAFFORD, Individually and as Trustee for Maco Developments, Inc. Defined Benefit Pension Plan, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

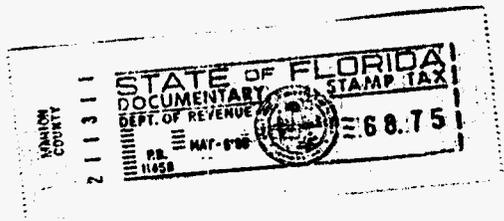
WITNESS my hand and official seal in the County and State last aforesaid, this the 6th day of May, 1988.

Emma Lou Jelder  
NOTARY PUBLIC  
State of Florida at Large



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JAN. 22, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



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EXHIBIT Q & R

OCALA OAKS UTILITIES, INC. REQUEST THAT THE SAMPLE COPIES OF THE TARIFF SHEETS AND THE UTILITIES' CURRENT CERTIFICATE BE ALLOWED TO BE FILED AS A LATE EXHIBIT.

OCALA OAKS UTILITIES, INC. IS FILING WITH THIS APPLICATION AN APPLICATION FOR A LIMITED PROCEEDING TO IMPOSE IT'S CURRENT RATES AND CHARGES ON THE HAWKS POINT AND 49TH STREET VILLAGE SYSTEMS.

DEPENDING ON THE OUTCOME OF THESE TWO APPLICATIONS, WE WILL THEN KNOW WHAT TO FILE FOR THESE TWO EXHIBITS.