

T

**A. P. UTILITIES, INC.**  
1705 S.E. FORT KING STREET  
OCALA, FLORIDA 32671  
(904) 867-8334

June 24, 1991

Steve Tribble  
Division of Records and Reporting  
Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32671

**ORIGINAL  
FILE COPY**

ACK \_\_\_\_\_  
AFA 2 \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG 1 \_\_\_\_\_  
LIN 6 \_\_\_\_\_  
OPC \_\_\_\_\_  
RCH \_\_\_\_\_  
SEC 1 \_\_\_\_\_  
WAS \_\_\_\_\_  
OTH \_\_\_\_\_

Re: Docket No. 910119-WU-Application For Transfer of Certificate No. 425-W from Marico Properties to A. P. Utilities, Inc.

Dear Mr. Tribble,

Attached to this letter is the additional information as requested in your letter dated March 8, 1991. The numbering sequence is left the same for ease of checking.

1. The purchase price for this system is \$17,125.00. This was the assumption of the existing note to Marico Properties. Attached is a copy of the notes. The purchased agreement only included the well, treatment plant and distribution system. There is no land in this deal. There is only a long term lease for the property the treatment plant sits on. A copy of the recorded lease is attached to this letter.

2. The financial ability to provide service and to fulfill the commitments, obligations and representations of the transferrer will be hard to document. The system has been under operations for 7 months under the new management. All financial obligations have been met. There has been no known complaints during this period. There has been over \$200,000.00 of personal assets invested into the purchase of the A.P. Utilities, Inc. This investment should show that this is a meaningful attempt to develop a strong company.

Attached is a copy of the Financial Report used in the purchase of the company. The last column was added to show how the company is doing. Note that the taxes are due at the first of the year.

My personal experience in the operations of utilities in the past is only limited to the setting up of public water authorities in the State of Alabama. These systems vary in size from 400 customers to county wide systems. We oversee the sign up of the individuals, design of the system, determination of the tariffs, the financing through Farmers Home Administration, the construction of the system and operation of the system.

DOCUMENT NUMBER-DATE

06411 JUN 26 1991

FPSC-RECORDS/REPORTING

The last five years has been spend in the State of Florida. I have been doing consulting work for various water systems. Some of these systems include Deltona Corporation (now Southern State Utilities, Inc., Marion Utilities, A.P. Utilities Inc., Aqua Pure Water Company, Tradewinds Utilities, numerous small private systems and others package treatment plant. The lead operator is Len Tabor.

3. The only entity providing funding for the purchase of this system is the original owner. A copy of this item is attached to the letter.

4. The rate base of the system was set in Order No. 13292 as being \$35,082. According to the audit dated 4/25/91, the rate base has been reduce to \$26,063. As shown in the report, there were different in opinions on the value of the land, CIAC and depreciation rates. The depreciation rate can only be describe as an oversite. The CIAC level was considered by the previous accountant and the previous operator as multiple of his normal rate. The existing customers were considered as paying this fee. Thus the \$24,000 was used as a starting point. The new connections (\$2,100) were connected in the same fashion. Somewhere there needs to be a way to return the cost for construction from future connection. Less than 40% of the lots are occupy at this time.

5. Attached to this letter is a copy of the legal agreement concerning the lease of the property where the treatment plant is located.

6. Attached is the copies of Exhibit I of the proposed tariffs and the territorial description of the water system.

7. The Certificate No. 425-W was turn in to the Commission at the time of submittal of the application (Mr. Redmond received it).

Additional information as requested in aforementioned letter.

A. The mistake in the Florida Statutes (367.071 verses 367.701) was change prior to the second add in the paper. There were no comments from the entities that received this statement. The same entities received two additional notices in the same letter. The

pg. 3  
6/24/91  
910119-WU-Application

way it was written the entities understood the intent of the notice. We believe that intent of the law was met. We will resubmit the certified letters to the entities listed if you really believe it is necessary.

B. The copy of the lease is attached as noted under item number

C. The purchase of this company has been made contingent on the approval of the Florida Public Service Commission.

If you have any additional questions or need any additional information please do not hesitate to contact this office.

Sincerely,

Philip Woods  
A.P. Utilities, Inc.

INSTRUCTIONS:

1. PLEASE TYPE ALL INFORMATION, and sign with ball point pen. Signatures must be legible on Filing Official Copies.  
2. Contact Filing Officer for fee schedule or additional information.

## STATE OF FLORIDA

Standard Form UCC-1

## UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1050

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

BBMC

BK1473 P60503

BY  
B. J. McQueen  
87-080886  
RECORDED AND RECORDED  
VERIFIED  
MARION COUNTY FL  
EST DEC 29 PM 3:50

**1A** DEBTOR (Last Name First if a Person)  
NAME  
BLAKE, MICHAEL D.  
MAILING ADDRESS  
P. O. Box 621  
CITY Silver Springs STATE FL 32688

**1B** MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
NAME  
MAILING ADDRESS  
CITY STATE

**1C** MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
NAME  
MAILING ADDRESS  
CITY STATE

**2A** SECURED PARTY (Last Name First if a Person)  
NAME  
SAMARICO PROPERTIES, INC.  
MAILING ADDRESS  
3101 SW College Road  
CITY Ocala STATE FL 32674

**2B** MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)  
NAME  
MAILING ADDRESS  
CITY STATE

**3** ADDRESSES OF SECURED PARTY (IF ANY) (Last Name First if a Person)  
NAME  
MAILING ADDRESS  
CITY STATE

AUDIT UPDATE

VALIDATION INFORMATION

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and extent of interest therein required; if more space is required, attach additional sheets 8 1/2" x 11")

Leasehold interest pursuant to Lease between Marico Properties, Inc., a Florida corporation and Michael D. Blake d/b/a Aqua Purewater Company (not incorporated) dated December 21, 1987 and a community water system more particularly described on Exhibit A attached hereto.

5. Property of collateral and whether an interest in Sections 910, 911 and 912, P.S.

6. Filed with Clerk of Court, Marion County, Florida 1 (one)

8. (Check )  All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, P.S., have been paid

Florida Documentary Stamp Tax is not required

9. This agreement to file without the debtor's signature to perfect a security interest in collateral (Check  if all)

already subject to a security interest in another jurisdiction when it was brought into the state or debtor's location changed to this state

which is proceeds of the original collateral described above in which a security interest was perfected

as to which the filing has lapsed

prepared after a change of name, identity, or corporate structure of the

debtor or  secured party

10. (Check  if all)

Debtor is a transmitting entity

Products of collateral are covered

11. SIGNATURES OF DEBTOR(S)

Michael D. Blake  
Michael D. Blake

12. SIGNATURES OF SECURED PARTY(S) OR ASSIGNEE

MARICO PROPERTIES, INC.

By: [Signature]

13. Return copy to:

NAME Daniel Hicks, Esq.  
ADDRESS 3101 SW College Road  
CITY Ocala  
STATE FL ZIP CODE 32674



## EXHIBIT "A"

A leasehold estate in and to 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.

As well as any and all equipment, fixtures, or other materials constituting a part of, or connected to, or in any way employed in the operation of the water production, supply, distribution and/or service systems located anywhere on, under, or above the property constituting QUAIL RUN SUBDIVISION, as recorded in Plat Book "U", page 14, of the public records of Marion County, Florida, whether or not located upon the above specifically described parcel and/or platted subdivision.

AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of November, 1990, by and between MICHAEL D. BLAKE, as the sole shareholder of A.P. UTILITIES, INC., a Florida corporation, and as sole proprietor of AQUA PURE WATER COMPANY, hereinafter sometimes referred to as "Seller", and PHILIP D. WOODS, hereinafter sometimes referred to as "Buyer".

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. The Seller is the sole owner of all One Thousand (1,000) shares of common stock issued by A.P. UTILITIES, INC., a Florida corporation, which has its principal place of business in Marion County, Florida. The Seller is also the sole owner of AQUA PURE WATER COMPANY, a sole proprietorship, also with its principal place of business located in Marion County, Florida.

2. The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller all of the Seller's common stock in A.P. UTILITIES, INC., for the total purchase price of \$516,687.41, which shall be paid as follows:

A. \$50,000.00 payable simultaneously herewith the execution hereof, the receipt and sufficiency whereof is hereby acknowledged.

B. Assumption of that certain Promissory Note and Mortgage in favor of North Center Florida Utilities, Inc. dated May

6, 1988, and recorded in Official Records Book 1500, Pages 981 through 983 of the public records of Marion County, Florida, which had an original principal balance of \$267,000.00, and is payable in monthly installments of \$2,576.61, and which has a present outstanding principal balance of \$255,072.15.

C. Assumption of that certain Promissory Note and Mortgage from A.P. UTILITIES, INC. to RICHARD L. STAFFORD, as Trustee for MACO DEVELOPMENTS, INC., Defined Benefit Pension Plan, and dated May 6, 1988, and recorded in Official Records Book 1500, Pages 986 through 988 of the public records of Marion County, Florida, which had an original principal balance of \$133,000.00, and is payable in monthly installments of \$1,283.48, which has a present outstanding principal balance of \$127,058.89.

D. Pay off of that certain Promissory Note and Mortgage in favor of BARNETT BANK OF MARION COUNTY, N.A., and dated December 11, 1985, and recorded in Official Records Book 1319, Pages 2013 and assumed by MICHAEL D. BLAKE, individually, pursuant to that certain Assumption Agreement recorded in Official Records Book 1500, Page 1789 of the public records of Marion County, Florida, which has an outstanding principal balance of \$54,019.37.

E. Reimbursement to the Seller of miscellaneous service adjustments and customer deposits in the amount of \$8,537.00.

F. Execution and delivery of a Promissory Note from the Buyer to the Seller in the amount of \$22,000.00, which shall accrue interest at the rate of 12% per annum and be payable in regular

monthly installments of \$315.64, which includes interest at the rate aforesaid, with the first payment to be due and payable on the 1st day of January, 1991, with a like payment to be made on the same day of each and every month thereafter until paid in full. This Promissory Note shall be secured by a Security Agreement and Mortgage encumbering the common stock to be conveyed hereby and all assets of A.P. UTILITIES, INC. and the same shall provide that the Buyer shall not transfer, further encumber, sell, lease, exchange the common stock or any assets of A.P. UTILITIES, INC. without the prior express written approval of the Seller. Violation of this provision shall enable the Seller to accelerate the balance due under the Promissory Note and Security Agreement and Mortgage and to commence all legal and equitable remedies to collect the debt.

3. The Seller, MICHAEL D. BLAKE, as sole owner and sole proprietor of AQUA PURE WATER COMPANY, shall sell to the Buyer and the Buyer shall purchase from the Seller all of the assets owned by AQUA PURE WATER COMPANY, including the utility systems in the subdivisions known as EVERGREEN, INDIAN TRAILS, PEPPERTREE, SOUTH OCALA INDUSTRIAL PARK and QUAIL RUN, all located in Marion County, Florida. The total purchase price for these assets shall be \$153,257.00, which shall be payable as follows:

A. Execution and delivery of a Promissory Note from the Buyer to the Seller in the amount of \$17,125.00, which shall accrue interest at the rate of 11% per annum and be payable in monthly installments of \$302.99, including interest at the rate aforesaid,



with the first payment to be due and payable on the 15<sup>th</sup> day of January, 1990, with a like payment to be due on the same day of each and every month thereafter until paid in full.

B. Pay off of that certain Mortgage in favor of BARNETT BANK OF MARION COUNTY, N.A. as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the public records of Marion County, Florida, which has a present principal balance of \$101,049.65.

C. Assumption of that certain Promissory Note and Mortgage in favor of BETTY T. NEILING dated December 9, 1987, and recorded in Official Records Book 1473, Page 500 of the public records of Marion County, Florida, which has an original principal balance of \$30,000.00, which has a present outstanding principal balance of \$28,607.00, and which will commence to be amortized on December 29, 1990, at the rate of \$300.00 per month.

D. Assumption or pay off of that certain loan in favor of KENNETH L. WIECHENS, as Trustee, with regard to the SOUTH OCALA INDUSTRIAL COMPLEX located in Ocala, Marion County, Florida, which has a present outstanding principal balance of \$2,250.00.

E. Assumption or pay off of that certain Promissory Note in favor of J & B WATER CO. OF OCALA, INC. in the amount of \$2,750.00.

F. Assumption or pay off of that certain loan in favor of BELLEVIEW UNDERGROUND in the amount of \$625.00.

G. Reimbursement to the Seller or adjustment of customer deposits in the amount of \$1,940.00.

4. Closing of this transaction shall take place on or before the 31st day of December, 1991, and this Agreement is specifically contingent upon approval by the FLORIDA PUBLIC SERVICE COMMISSION.

5. The Seller may allow the Buyer to take possession of the utility systems operated by AQUA PURE WATER COMPANY and the assets of A.P. UTILITIES, INC. pending the approval of the PUBLIC SERVICE COMMISSION, so long as the same shall not violate any state, federal, county or municipal law, rule or regulation. The Buyer shall continue to operate all utility systems in conformity with all applicable laws, rules and regulations and the Buyer shall hold the Seller harmless from any liability or damage arising during the time the Buyer may be in possession of, or operating, the utilities or its assets.

6. The Seller warrants that he is the lawful owner of the above common stock and the assets of AQUA PURE WATER COMPANY and that he has the lawful right to enter into this Agreement and to sell the same subject to the Buyer's assumption or pay off and liquidation of the debts enumerated in the paragraphs above set forth.

7. The Seller shall be responsible and shall hold the Buyer harmless from any fines, penalties or causes of action accruing prior to the 1st day of November, 1990.

8. Included in the assets conveyed hereby, are those items described on the attached Exhibit "A",

9. It is understood that EUGENE A. WIECHENS has represented only the Seller in the drafting of this Agreement and has given the Buyer no advice whatsoever or any interpretation of any of the provisions hereof or the meaning hereof and by execution hereof, the Buyer acknowledges that he has the right to have an attorney of his independent selection to review this document before the Buyer executes it.

10. The Buyer shall promptly apply to the FLORIDA PUBLIC SERVICE COMMISSION for approval for transfer of the assets and utility systems hereinabove described, and the Buyer shall diligently endeavor to procure this approval. The Seller shall assist the Buyer in this regard by providing such documents and information as may be in possession of the Seller and that may facilitate the application and approval process.

11. Should the FLORIDA PUBLIC SERVICE COMMISSION fail to approve the transfers contemplated hereby, then and in that event the Buyer shall immediately relinquish possession of all systems, properties, records, reports and properties and the parties shall attempt to negotiate in good faith a repayment of those sums paid by the Buyer to any of the Seller's creditors as above described.

12. Should any litigation arise out of this Agreement or the intended transfers contemplated hereby, then the prevailing party shall be entitled to recover his attorneys' fees and costs from the non-prevailing party.

13. This Agreement constitutes the entire understanding between the parties and supercedes all previous negotiations or agreements concerning the above subject matter entered into or discussed between the parties prior to the execution hereof. This Agreement shall not be amended or modified except by written document signed by both of the parties hereto. This Agreement shall enure to the benefit of, binding upon the respective parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 1<sup>st</sup> day of November, 1990.

Signed, sealed and delivered  
in our presence as witnesses:

Eugene A. Wischer

Emma Lou Decker  
(As to Seller)

Michael D. Blake (SEAL)  
MICHAEL D. BLAKE

Eugene A. Wischer

Emma Lou Decker  
(As to Buyer)

Philip D. Woods (SEAL)  
PHILIP D. WOODS



**EXHIBIT "A"**

**1 - 4-drawer file cabinet**

**1 - IBM Series PS Computer and Printer**

**All Files, Drawings and Records concerning the Companies**

**1 - Office Desk**

PROJECTED COST FOR 1991

ITEM	SYSTEM	1988 COST	1989 COST	1991 COST	THRU JUNE 15, 1991 COST
TAXES	QUAIL RUN		\$271.00	\$311.65	
	PEPPERTREE	\$858.00	\$199.00	\$228.85	
	RAVIN HILL	\$645.00	\$210.00	\$241.50	\$3,205.44
	REGULATORY	\$2,503.00	\$4,245.00	\$6,514.60	\$8,348.43
LAB TESTING	TOTAL SYSTEM	\$920.00	\$1,810.00	\$3,600.00	\$1,870.00
POWER	QUAIL RUN		\$900.00	\$990.00	
	PEPPERTREE	\$414.00	\$1,378.00	\$1,515.80	
	RAVIN HILL	\$6,886.00	\$10,122.00	\$11,134.20	\$5,657.00
CHEMICALS	QUAIL RUN		\$41.00	\$45.10	
	PEPPERTREE	\$200.00	\$242.00	\$266.20	
	RAVIN HILL	\$586.00	\$1,216.00	\$1,337.60	\$453.10
REPAIRS	QUAIL RUN		\$236.00	\$250.00	
	PEPPERTREE		\$4,691.00	\$5,000.00	
	RAVIN HILL	\$11,317.00	\$18,166.00	\$12,000.00	\$5,566.63
RENT	OFFICE	\$185.00	\$3,474.00	\$6,600.00	\$2,915.00
TRANSPORTATION	INSURANCE	\$143.00		\$600.00	
	TRUCK			\$2,796.00	
	GAS		\$1,364.00	\$5,000.00	\$2,071.60
OFFICE SUPPLIES		\$9,854.00	\$9,925.00	\$6,000.00	\$5,488.75
SALARIES				\$15,000.00	\$7,744.72
LOAN PAYMENTS	RAVEN HILL (STAFFORD)			\$46,201.08	\$52,318.61
	FIRST UNION			\$54,000.00	
SYSTEM INSURANCE		\$1,300.00	\$2,488.00	\$3,000.00	
HEALTH INSURANCE				\$3,084.00	\$1,329.26
				\$185,716.58	\$96,968.74

PROJECTED SALES FOR 1991  
(WATER SALES ONLY)

SYSTEM	1989 CONNECTIONS	1989 SALES	1990 CONNECTIONS	1990 SALES	JAN. THRU CONNECTIONS	JUNE 15, 1991 SALES
QUAIL RUN	33	\$4,978.00	40	\$6,033.94	48	\$2,641.00
PEPPERTREE	124	\$28,873.00	126	\$29,338.69	133	\$12,813.56
RAVIN HILL	650	\$127,001.00	722	\$141,068.80	717	\$61,317.05
	807	\$160,852.00	888	\$176,441.43	898	\$76,771.61
	MONTHLY AVE	\$13,404.33	MONTHLY AVE	\$14,703.45	MONTHLY AVE	\$12,795.27

COLLECTIONS FOR 1991

JANUARY	\$15,527.01
FEBRUARY	\$13,027.47
MARCH	\$15,004.24
APRIL	\$13,515.07
MAY	\$13,556.56
JUNE	\$12,162.71
	\$82,793.06

OUTSTANDING BILLING \$12,722.44

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of MARICO PROPERTIES, ) DOCKET NO. B30361-W  
INC., for a certificate to operate a )  
water utility in Marion County, Florida. ) ORDER NO. 13292  
 )  
 ) ISSUED: 5-15-84

The following Commissioners participated in the disposition of this matter:

GERALD L. GUNTER, CHAIRMAN  
JOSEPH P. CRESSE  
JOHN R. MARKS, III  
SUSAN W. LEISNER  
KATIE NICHOLS

NOTICE OF PROPOSED AGENCY ACTION

ORDER GRANTING A CERTIFICATE

BY THE COMMISSION:

On July 21, 1983, Marico Properties, Inc., applied for a certificate to operate a water utility in Marion County, Florida, pursuant to Section 367.071, Florida Statutes. By that application, Marico Properties, Inc., sought the Commission's approval of the transfer and acquisition of the assets of Central Florida Homes, Inc., d/b/a Quail Run Utility.

Marico Properties, Inc., is a Florida corporation located at 458 N.W. First Street in Ocala, Florida, whose principal officers are Michael J. Slack, President, and Karen Slack, Secretary/Treasurer.

Marico Properties, Inc., is currently operating a water utility and providing service to the following area in Marion County, Florida:

Township 16 South, Range 21 East

SECTION 25

The Southeast 1/4 of the Southeast 1/4 of said Section 25,

LESS AND EXCEPT

The South 209 feet thereof and that portion lying North and East of State Road 475-A.

Marico Properties, Inc., acquired the assets of Central Florida Homes, Inc., d/b/a Quail Run Utility, as part of a larger real estate transaction on February 22, 1983. Quail Run Utility had been operating and providing service without a certificate prior to the acquisition by Marico Properties, Inc.

On August 4, 1983, we issued Order No. 12321, which initiated show cause proceedings against Quail Run Utility for failing to apply for a certificate. On October 6, 1983, in Order No. 12819, we took notice of the sale of the utility and the application of Marico Properties, Inc., for a certificate. Consequently, in the above mentioned order, we suspended those fines which had been previously assessed against Quail Run Utility.

Marico Properties, Inc., has submitted the necessary documentation and has otherwise complied with the requirements for a transfer under Section 367.071, Florida Statutes, and Rules 25-10.061 and 25-10.07, Florida Administrative Code. An

RECEIVED

MAY 16 1984

Florida Public Service Commission  
Water and Sewer Department



appropriate filing fee was paid, as required by Section 367.141, Florida Statutes (1983), and the notice of intention was published as required in Rule 25-10.061. No objections to the proposed transfer were received.

Section 367.071(4), Florida Statutes, provides that the Commission may determine rate base whenever it approves the sale, assignment, or transfer of a utility's facilities or property. Based upon the staff's recommendations, the Commission has determined the rate base for Marico Properties, Inc., to be \$35,082 for the water system.

Section 367.071, Florida Statutes (1983), requires this Commission to make a determination that such a transfer is in the public interest. Based upon the application and staff recommendations, it appears that Marico Properties, Inc., will provide adequate service to its customers, and we find this transfer to be in the public interest.

It is, therefore

ORDERED by the Florida Public Service Commission that the application for transfer of the assets from Central Florida Homes, Inc., d/b/a Quail Run Utility, to Marico Properties, Inc., be and the same is hereby approved. It is further

ORDERED that Marico Properties, Inc., be granted Certificate No. 425-W. It is further

ORDERED that the service area of this Utility shall be as described in the body of this order. It is further

ORDERED that the provisions of this order, issued as proposed agency action, shall become final unless an appropriate petition is received by the Commission Clerk at his office at 101 East Gaines Street, Tallahassee, Florida 32301, by the close of business on June 5, 1984. It is further

ORDERED that upon receipt of an appropriate petition regarding this proposed agency action, the Commission will institute further proceedings in accordance with Rule 25-22.36, Florida Administrative Code. It is further

ORDERED that after June 5, 1984, the Commission shall either issue a notice of further proceedings, or an order acknowledging that the provisions of this notice have become final. It is further

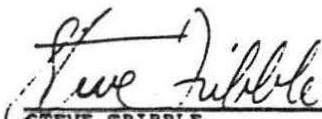
ORDERED that the rate base for the water system transferred herein shall be established and valued at \$35,082. It is further

ORDERED that all rates and charges presently in effect for Marico Properties, Inc., are hereby approved. It is further

ORDERED that Marico Properties, Inc., shall submit tariff sheets consistent with the rates and charges approved by this order.

By ORDER of the Florida Public Service Commission, this 15th day of MAY, 1984.

( S E A L )

  
\_\_\_\_\_  
STEVE TRIBBLE  
Commission Clerk

JFM

\$ 28,709.13

Ocala, Florida September 1, 1989

As hereinafter specified after date, I, we, or either of us promise to pay to the Order of MARICO PROPERTIES, INC.

Twenty-eight Thousand Seven Hundred Nine and 13/100 ----- Dollars, for value received, together with interest from date on unpaid balances at eleven (11%) per cent per annum until fully paid. Payable at

3255 SW 24th Avenue Road, Ocala, FL 32674

Payable in equal monthly installments of \$413.25 each, including principal and interest at the rate of eleven percent (11%) per annum, commencing on the 1st day of October, 1989, and continuing on the first day of each month thereafter for 110 months until paid in full.

The undersigned shall make a special principal reduction of \$10,000.00 upon settlement and/or the collection of a judgment in re Blake vs. Miller Enterprises, Inc., et al, Marion County Circuit Case No. 88-1657-CA-C and *hereafter the MONTHLY payments shall be REDUCED TO \$300.00 per month. MDS*

This promissory note being a personal credit obligation of Michael D. Blake, the entire principal balance unpaid plus accrued interest shall automatically become due and payable should the Quail Run community water system be sold and/or the assignment/transfer of this promissory note or the lease of even date between the parties occur.

Should it be necessary to collect this note through an attorney, each of us, whether maker, security or endorser on this note, hereby agrees to pay all costs of such collections, including a reasonable attorney's fee. The drawers or endorsers severally waive presentment, protest and notice of protest for nonpayment of this note, and consent that time of payment hereof may be extended without notice to the endorsers hereof, and that such extension shall in no wise affect their liability hereon. Upon default continuing for ten (10) days in paying any installment of principal and interest as above specified, the entire unpaid principal sum less the amount of any rebates required by law shall, at the election of the holder of this note, become immediately, or thereafter, due and payable without prior notice or demand. This note is secured by Security Agreement dated December 8, 1987

10/17/89

Eugene Q. Wickham  
Witness

Dan J. [Signature]  
Witness

Michael D. Blake (SEAL)  
Michael D. Blake

30,000.00

Ocala, Florida <sup>M.D.B.</sup> December 28, 1987

as hereinafter specified \_\_\_\_\_ after date, I, we, or either of us promise to pay to the Order of MARICO PROPERTIES, INC.,

thirty Thousand and No/100 -----Dollars, or value received, together with interest from date on unpaid balances at eleven (11%) per cent per annum until fully paid. Payable at

1101 SW College Road, Ocala, FL 32674

Payable interest only at the rate of eleven percent (11%) per annum in quarterly installments for the first year, beginning on the 13th month from closing, the principal balance and accrued interest shall be payable in 20 equal monthly installments of principal and interest.

This promissory note being a personal credit obligation of Michael D. Blake, the entire principal balance unpaid plus accrued interest shall automatically become due and payable should the Quail Run community water system be sold and/or the assignment/transfer of this promissory note or the lease of even date between the parties occur.

Should it be necessary to collect this note through an attorney, each of us, whether maker, security or endorser on this note, hereby agrees to pay all costs of such collections, including a reasonable attorney's fee. The makers or endorsers severally waive presentment, protest and notice of protest for nonpayment of this note, and consent that time of payment hereof may be extended without notice to the endorsers hereof, and that such extension shall in no wise affect their liability hereon. Upon default continuing for ten (10) days in paying any installment of principal and interest as above specified, the entire unpaid principal sum less the amount of any rebates required by law shall, at the election of the holder of this note, become immediately, or thereafter, due and payable without prior notice or demand. This note is secured by Security Agreement of even date herewith.

M. D. Blake (SEAL)  
Michael D. Blake

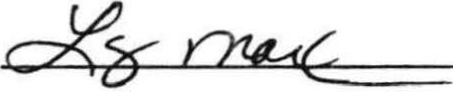
**PROOF OF PUBLICATION**  
**THE OCALA STAR-BANNER**  
Published—Daily  
OCALA, MARION COUNTY, FLORIDA

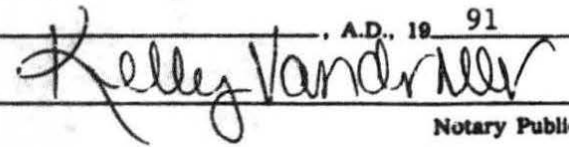
STATE OF FLORIDA,  
COUNTY OF MARION.

Before me the undersigned authority personally appeared Lynn Maxwell, who on oath says that he is Classified Manager of the Ocala 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 #10004-Legal Notice

\_\_\_\_\_ in the \_\_\_\_\_ Court,  
was published in said newspaper in the issues of January 26, February 2, 9, 1991

Affiant further says that the said THE OCALA 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 cooperation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 11 day  
of February, A.D., 19 91  
  
(Notary) \_\_\_\_\_ Notary Public

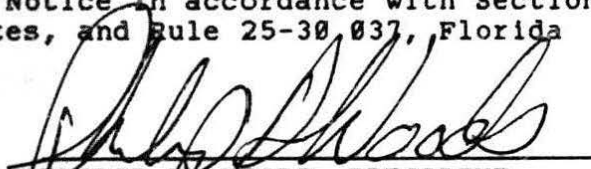
**LEGAL NOTICE**  
Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of Certificate(s) No(s). 425-W Marico Properties, Inc. to A.P. Utilities, Inc. under the ownership of Philip D. Woods. Providing service to the following described territory in Marion County, Florida.  
**THE SUBDIVISION OF QUAIL RUN AS FURTHER DESCRIBED AS BEING THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 16S, RANGE 21E.**  
Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is:  
A.P. Utilities  
1705 S.E. Fort King Street  
Ocala, Florida 32671  
No. 10004 — January 26, February 2, 9, 1991

Notary Public  
My Commission Expires \_\_\_\_\_

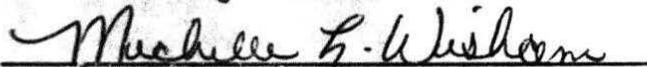


STATE OF FLORIDA,  
COUNTY OF MARION.

Before me the undersigned authority personally appeared Philip D. Woods, who on oath says that he is the President of A.P. Utilities, Inc. that the entities in the attached list has been notify by Certified Mail with a copy of the attached Notice in accordance with Section 367.045, Florida Statutes, and Rule 25-30.037, Florida Administrative Code.

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

Sworn to and subscribed before me this 31 day  
of May, A.D., 1991.

  
\_\_\_\_\_

Notary Public

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

**UTILITY COMPANIES**

**RESIDENTIAL WATER SYSTEMS, INC.**  
310 S.E. 8th STREET  
OCALA, FL.

**OCALA OAKS UTILITIES**  
1343 N.E. 17th RD  
OCALA, FL.

**WINDGATE UTILITIES**  
3855-B N.E. 35th STREET  
OCALA, FL.

**MARION UTILITIES, INC.**  
710 N.E. 30th AVE.  
OCALA, FL.

**GENERAL DEVELOPMENT UTILITIES, INC.**  
2601 S. BAYSHORE DR.  
MIAMI, FL.

**S & L UTILITIES**  
P.O. BOX 4186  
OCALA, FL.

**SOUTHERN STATES UTILITIES, INC.**  
1000 COLOR PLACE  
APOPKA, FL.

**SUNSHINE UTILITIES OF CENTRAL FL.**  
10230 EAST HWY 25  
BELLEVIEW, FL.

**WINDSTREAM UTILITIES**  
P.O. BOX 4201  
OCALA, FL.

**CITY OF OCALA**  
P.O. BOX 1270  
OCALA, FL.

**TRADEWINDS UTILITIES**  
P.O. BOX 5220  
OCALA, FL.

**CITY OF BELLEVIEW**  
5343 S.E. ABSHIER BLVD.  
BELLEVIEW, FL.

**PUBLIC ENTITIES**

**STATE OF FLORIDA PUBLIC COUNSEL  
& HOUSE OF REPRESENTATIVE**  
THE CASPIOTOL  
TALLAHASSEE, FL.

**DER CENTRAL DISTRICT**  
3319 MAGUIRE BLVD  
ORLANDO, FL.

**WITHLACOOCHEE REGIONAL  
PLANNING COUNCIL**  
1241 S.W. 10th ST.  
OCALA, FL.

**MARION COUNTY PROPERTY  
APPRAISER'S OFFICE**  
P.O. BOX 486  
OCALA, FL.

**DIVISION OF RECORDS & REPORTING**  
FL. PUBLIC SERVICE COMMISSION  
101 E. GAINES ST.  
TALLAHASSEE, FL.

**JOHN WILLIAMS**  
BUREAU OF CERTIFICATION  
FL. PUBLIC SERVICE COMMISSION  
101 E. GAINES ST.  
TALLAHASSEE, FL.

**BOARD OF COUNTY COMMISSIONERS**  
P.O. BOX 1030  
OCALA, FL.

**LEGAL NOTICE**

Notice is hereby given pursuant to Section 367.701, Florida Statutes, of the application for transfer of Certificate(s) No(s). 425-W Marico Properties, Inc. under the ownership of Mike D. Blake to A.P. Utilities, Inc. under the ownership of Philip D. Woods. Providing service to the following described territory in Marion County, Florida.

**THE SUBDIVISION OF QUAIL RUN AS FURTHER DESCRIBED AS BEING THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 16S, RANGE 21E,**

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is :

A.P. Utilities  
P.O. Box 280  
Silver Springs, Florida  
32688

STATE OF FLORIDA,  
COUNTY OF MARION.

Before me the undersigned authority personally appeared Philip D. Woods, who on oath says that he is the President of A.P. Utilities, Inc. that the customners of Marico Utilities, Inc. has been notify by Mail with a copy of the attached Notice in accordance with Section 367.045, Florida Statutes, and Rule 25-30.037, Florida Administrative Code.

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

Sworn to and subscribed before me this 31 day  
of May, A.D., 1991.

  
\_\_\_\_\_

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

Notary Public

**LEGAL NOTICE**

Notice is hereby given pursuant to Section 367.701, Florida Statutes, of the application for transfer of Certificate(s) No(s). 425-W Marico Properties, Inc. under the ownership of Mike D. Blake to A.P. Utilities, Inc. under the ownership of Philip D. Woods. Providing service to the following described territory in Marion County, Florida.

**THE SUBDIVISION OF QUAIL RUN AS FURTHER DESCRIBED AS BEING THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 16S, RANGE 21E,**

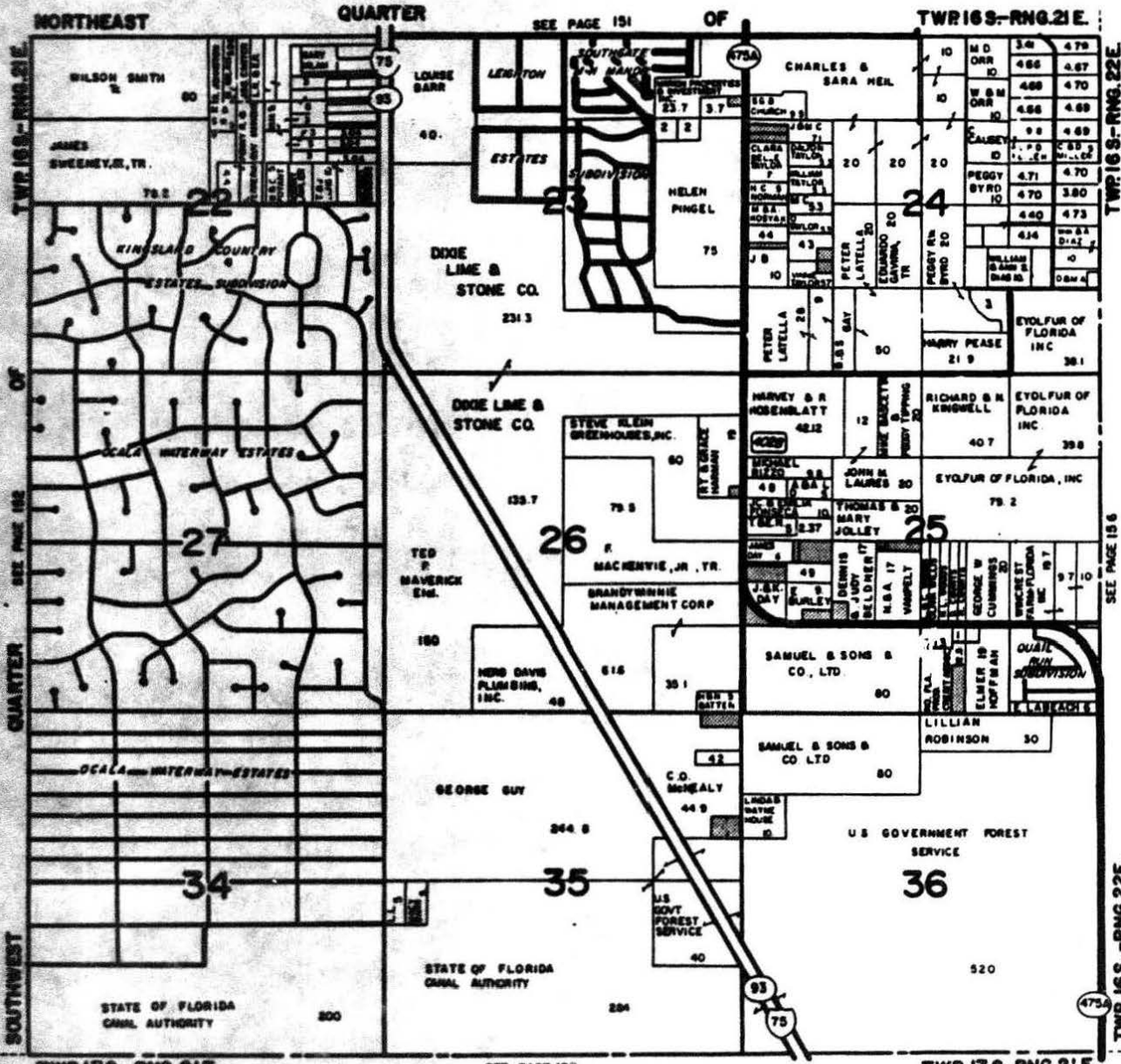
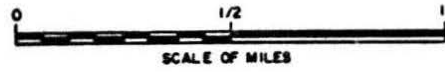
Any objection to the said application must be made in writing within thirty (30) days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is :

A.P. Utilities  
P.O. Box 280  
Silver Springs, Florida  
32688



# TWP. 16S.-RNG. 21E.

SOUTHEAST QUARTER  
MARION CO., FLORIDA



## GENERAL LEGEND

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>DIVED HIGHWAY</li> <li>PRIMARY HIGHWAY</li> <li>LIGHT DUTY OR CITY STREET</li> <li>ACCESS OR PROPOSED ROAD</li> <li>INTERSTATE HIGHWAY</li> <li>FEDERAL HIGHWAY</li> <li>STATE HIGHWAY</li> <li>COUNTY ROAD</li> <li>RAILROAD</li> <li>CRACK OR SHOULDER OR OPEN BANK OR LARGE STREAM</li> <li>CANAL</li> </ul> | <ul style="list-style-type: none"> <li>AIRPORT RAMPART</li> <li>COUNTY BOUNDARY</li> <li>TOWNSHIP BOUNDARY</li> <li>SPEC. AREA BOUNDARY</li> <li>CITY OR VILLAGE</li> <li>FENCE LINE</li> <li>BARBED WIRE</li> <li>SHARDED SECTION OF COUNTY BOUNDARY</li> <li>PROPERTY LINES</li> <li>LAKE OR POND</li> <li>SWAMP, MUDHOLE OR SUBJECT TO FLOODING</li> </ul> |
|--|---|