

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code  
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL  
(Pursuant to Section 367.071, Florida Statutes)

TO: **Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the transfer of the majority organizational control of ORANGE BLOSSOM UTILITIES, INC utility operating under Water Certificate No. 639 and/or Wastewater Certificate No. 548 located in SUMTER County, Florida, and submits the following information:

**PART I      APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address and telephone number of the seller:

ORANGE BLOSSOM UTILITIES, INC.

Name of utility

( 352 ) 753-9009

Phone No.

(     )

Fax No.

708S HWY 441

Office street address

LADY LAKE, FL 32159

City

State

Zip Code

PO BOX 250 LADY LAKE, FL 32158

Mailing address if different from street address

Internet address if applicable

- COM
- (AFD)** 3 + 2 Tariffs
- APA
- ECO 1 + 1 Tariff
- ENG
- GCL 1
- IDM
- TEL
- CLK

PSC/ECR 015-R (Rev. 2/91)

RECEIVED-FPSC  
15 APR -2 AM 10: 03  
COMMISSION  
CLERK

B) The name, address and telephone number of the person to contact concerning this application:

JONATHAN S. DEAN ( 352 430-1326  
Name Phone No.  
11714 NE 62nd TERRACE, SUITE 400  
Street address  
THE VILLAGES, FL 32162  
City State Zip Code

C) The full name (as it appears on the certificate), address and telephone number of the buyer:

JONATHAN S. DEAN ORANGE BLOSSOM UTILITIES, INC.  
Name of utility  
( 352 430-1326 (352) 430-1329  
Phone No. Fax No.  
11714 NE 62nd TERRACE, SUITE 400  
Office street address  
THE VILLAGES, FL 32162  
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

JON M. KURTZ  
1720 SW 55th LANE  
OCALA, FL 34471

**PART II      FINANCIAL AND TECHNICAL INFORMATION**

A) Exhibit A - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

OAKTREE VILLAGE

4039 NW BLITCHTON RD., Ocala, FL 34475

C) Exhibit B - A copy of the purchase agreement.

D) Exhibit C - A statement of how the buyer is financing the purchase.

E) Exhibit N/A - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

F) Exhibit D - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

**PART III      NOTICE OF ACTUAL APPLICATION**

A) Exhibit E - An affidavit 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 following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
  - (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
  - (4) the regional planning council;
  - (5) the Office of Public Counsel;
  - (6) the Public Service Commission's Office of Commission Clerk;
  - (7) the appropriate regional office of the Department of Environmental Protection; and
  - (8) the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- B) Exhibit F - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit G - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV      FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 750.00 (for water)                      \$ 750.00 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**

- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500**.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250**.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000**.

#### **PART V OTHER**

- A) Exhibit H - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit I - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit J - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

**PART VI    AFFIDAVIT**

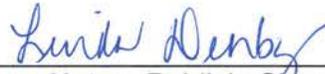
I JONATHAN S. DEAN (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:   
Applicant's Signature  
JONATHAN S. DEAN  
Applicant's Name (Typed)  
\_\_\_\_\_  
Applicant's Title \*

Subscribed and sworn to before me this 18<sup>th</sup> day of the month of April  
in the year of 2015 by Jonathan S. Dean who is  
personally known to me or produced the following identification

\_\_\_\_\_  
Type of Identification Produced



  
Notary Public's Signature  
**Linda Denby**  
\_\_\_\_\_  
Print, Type or Stamp Commissioned  
Name of Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

## EXHIBIT A

The Buyer, Jonathan S. Dean, is currently a shareholder of the Corporation, Orange Blossom Utilities, Inc. and had been a shareholder of the Corporation since its inception. The public interest is served by the continuity in the management in the Corporation as the shares of the majority owner are purchased by the Buyer.

Both Jonathan S. Dean and Jon Kurtz have more than twenty-five years' experience in the management of businesses and serving the public through the management and operation of a law firm on behalf of Jonathan S. Dean and the management and operation of banking enterprises by Jon Kurtz.

Both Jonathan S. Dean and Jon Kurtz have sufficient financial assets to ensure the continuing operation of the utility in the manner consistent with the Florida Public Service Commission regulations and to the benefit of the utility users.



Jonathan S. Dean

**THIRD ADDENDUM TO PURCHASE AND SALE AGREEMENT**  
**FOR SHARES IN ORANGE BLOSSOM UTILITIES, INC.**

The parties to the Purchase and Sale Agreement of Shares in Orange Blossom Utilities, Inc. dated September 10, 2014, **NANCY STEINMETZ ROACH** (the Seller) and **JONATHAN S. DEAN** (the Buyer), hereby execute this Third Addendum to said Purchase and Sale Agreement and agree as follows:

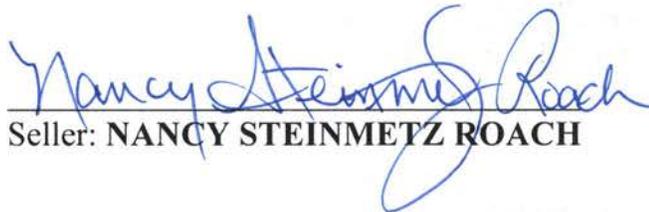
Paragraph 3.2.9 of the original Purchase and Sale Agreement is deleted in its entirety.

The closing date referenced in the Second Addendum is to be further defined as "on May 25, 2015 or as soon thereafter as Florida Public Service Commission approval is received."

The effective date of the sale shall remain January 1, 2015.

**IN WITNESS WHEREOF**, the Seller and the Buyer have executed this Addendum on the 30<sup>th</sup> day of March, 2015.

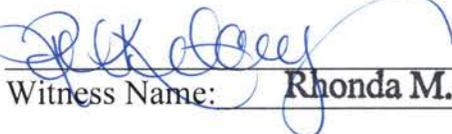
  
Witness Name: Linda Denby

  
Seller: **NANCY STEINMETZ ROACH**

  
Witness Name: Rhonda M. Kelsey

  
Witness Name: Linda Denby

  
Buyer: **JONATHAN S. DEAN**

  
Witness Name: Rhonda M. Kelsey

**SECOND ADDENDUM TO PURCHASE AND SALE AGREEMENT  
FOR SHARES IN ORANGE BLOSSOM UTILITIES, INC.**

The parties to the Purchase and Sale Agreement of Shares in Orange Blossom Utilities, Inc. dated September 10, 2014, **NANCY STEINMETZ ROACH** (the Seller) and **JONATHAN S. DEAN** (the Buyer), hereby execute this Second Addendum to said Purchase and Sale Agreement and agree as follows:

An extension of not more than ninety (90) days of all times referenced in said Purchase and Sale Agreement is granted to Buyer. The new closing date will be on May 25, 2015 or as soon thereafter as regulatory approval is received.

The effective date of the sale shall remain January 1, 2015.

**IN WITNESS WHEREOF**, the Seller and the Buyer have executed this Addendum on the 15 day of Febraury, 2015.

Linda Denby  
Witness Name: Linda Denby

Nancy Steinmetz Roach  
Seller: **NANCY STEINMETZ ROACH**

Pat Cloey  
Witness Name: Pat Cloey

Linda Denby  
Witness Name: Linda Denby

Jonathan S. Dean  
Buyer: **JONATHAN S. DEAN**

Pat Cloey  
Witness Name: Pat Cloey

1. \$25,000 is paid herewith and shall be credited to purchase price
2. \$25,000 is to be paid by May 25, 2015 and credited to purchase price
3. Balance of payment is due by August 1, 2015 at closing. If closing is not ready by August 1, 2015, \$50,000 shall be paid and credited to purchase price and balance with in 60 days or when final PSC approval is obtained, whichever is sooner. # + PSC shall be filed within 30 days.

*NS*

**ADDENDUM TO PURCHASE AND SALE AGREEMENT  
FOR SHARES IN ORANGE BLOSSOM UTILITIES, INC.**

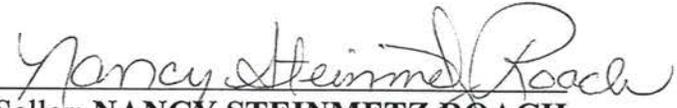
The parties to the Purchase and Sale Agreement of Shares in Orange Blossom Utilities, Inc. dated September 10, 2014, **NANCY STEINMETZ ROACH** (the Seller) and **JONATHAN S. DEAN** (the Buyer), hereby execute this Addendum to said Purchase and Sale Agreement and agree as follows:

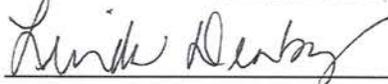
A thirty-one (31) day extension of all times referenced in said Purchase and Sale Agreement is granted to Buyer. The new closing date will be January 31, 2015 which coincides with the Buyer's closing date on the purchase of the Village Park parcel.

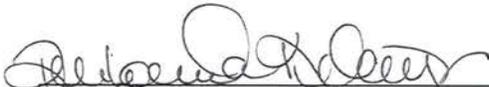
The effective date of the sale shall remain January 1, 2015.

**IN WITNESS WHEREOF**, the Seller and the Buyer have executed this Addendum on the \_\_ day of December, 2014.

  
Witness Name: Michelle Howell

  
Seller: **NANCY STEINMETZ ROACH**

  
Witness Name: Linda Denby

  
Witness Name: Rhonda M. Kelsey

  
Buyer: **JONATHAN S. DEAN**

  
Witness Name: Linda Denby

**PURCHASE AND SALE AGREEMENT  
FOR SHARES IN ORANGE BLOSSOM UTILITIES, INC.**

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This Agreement for the Purchase and Sale of Shares of Orange Blossom Utilities, Inc., (OBU) (the "Agreement"), is made and effective this 10<sup>th</sup> day of September 2014.

**BETWEEN:** Nancy Steinmetz Roach (the "Seller" or "Stockholder"),

**AND:** Jonathan S. Dean (the "Buyer" or "Purchaser"), and collectively the "Shareholders".

**WITNESSETH:**

WHEREAS the authorized capital of OBU, a company incorporated under the laws of the State of Florida, consists of 10,000 voting common shares and 10,000 non-voting common shares of \$1.00 par value common shares of which Five Hundred (500) common shares have been issued and are presently outstanding and registered as set out in the immediately following recital;

WHEREAS Seller is the registered holder and beneficial owner of Eighty Percent (80%) of the issued and outstanding common shares in the capital stock of OBU and Buyer is the registered holder and beneficial owner of Twenty Percent (20%) of the issued and outstanding common shares in the capital stock of OBU;

WHEREAS OBU is in the business of providing potable water and sewer treatment services to the businesses and residents of Village Park Centre, a development in Sumter County, Florida;

WHEREAS Buyer wishes to acquire the number of the issued and outstanding shares in the capital stock of OBU owned by Seller as set forth herein upon the terms and conditions set out in this Agreement;

WHEREAS Seller is prepared to sell all shares she owns (80% of the issued and outstanding common shares) in the capital stock of OBU to Buyer upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

## 1. INTERPRETATION

### 1.1. Definitions

Unless the subject matter or context otherwise requires:

"Business Day" means any day excluding Saturday, Sunday and any other day which in Florida is a legal holiday or a day on which financial institutions are authorized by state law to close.

"Claims" means any demand, action, cause of action, damage, loss, cost, liability, expense or requirements, governmental or otherwise, including the cost of legal representation in respect thereof and any interest or penalty arising in connection therewith.

"Closing Date" has the meaning ascribed thereto at Section 3.1.

"Corporation" means Orange Blossom Utilities, Inc., (OBU).

"Financial Statements" mean the financial statements for OBU on an annual and monthly basis for the past two (2) years, consisting of a balance sheet, statement of income and retained earnings and notes thereto.

"Lien" means any interest in property or the income or profits therefrom securing an obligation owed to, or a claim by, a Person other than the owner (which for the purposes hereof shall include a possessor under a title retention agreement and a lessee under a lease herein below described) of such property, whether such interest is based on common law, statute or contract, and including but not limited to any security interest, hypothec, mortgage, pledge, lien, claim, charge, cession, transfer, assignment, encumbrance, title retention agreement, lessor's interest under a lease which would be capitalized on a balance sheet of the owner of such property or analogous interest in, of or on any property or the income or profits therefrom of a Person;

"Person or person" means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or entity howsoever designated or constituted;

"Purchase Price" has the meaning ascribed thereto at Section 2.2.

"Purchaser" means Jonathan S. Dean.

"Seller" means Nancy Steinmetz Roach.

"Shares" means the aggregate number of shares of OBU to be acquired by Buyer from the Seller pursuant to the terms hereof.

"this Agreement", the "Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions mean or refer to this Agreement as amended from time to time and any indenture, agreement or instrument supplemental or ancillary hereto or in implementation hereof, and the expressions "section", "subsection" and "clause" followed by a number or letter mean and refer to the specified section, subsection or paragraph of this Agreement.

## **1.2. Extended Meanings**

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

## **1.3. Interpretation Not Affected by Headings**

The division of this Agreement into articles and insertion of headings is for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

## **1.4. Applicable Law**

This Agreement shall be deemed to have been made in the State of Florida and shall be interpreted in accordance with and be governed by laws applicable therein.

## **1.5. Funds**

All currency amounts referred to in this Agreement are in lawful currency of USD.

## **1.6. Calculations**

All calculations and financial documents required to be made or produced under or pursuant to this Agreement shall be made or produced in accordance with generally accepted accounting principles.

## **1.7. Invalidity**

If any provision of this Agreement shall be held invalid or unenforceable such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement.

## **1.8. Business Day**

In the event that any action to be taken hereunder falls on a day that is not a Business Day, then such action shall be taken on the next succeeding Business Day.

## **1.9. Preamble**

The preamble forms an integral part of this Agreement.

## **2. PURCHASE OF SHARES**

### **2.1. Purchase of Shares**

On the Closing Date the Purchaser agrees to purchase all the issued and outstanding common shares of OBU, not already owned by Buyer, from the Seller, the whole upon the terms and conditions set forth herein. The Seller agrees to sell all the issued and outstanding common of OBU she owns directly or through beneficial indirect ownership, which is represented to be eighty percent of the issued shares of the company to the Purchaser, the whole upon the terms and conditions set forth herein.

### **2.2. Purchase Price and Payment**

The total purchase price for the shares which Purchaser agrees to pay to Seller is One Hundred Fifty Thousand Dollars (\$150,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid in the following manner: Purchaser shall deliver to the Escrow Agent within three (3) business day after the Effective Date the sum of One Thousand Five Hundred Dollars (\$1,500.00) in cash, wire transfer or cashier's check (the **Escrow Deposit**). The balance of the purchase price shall be due and payable in cash or other immediately available funds at Closing, subject to adjustments as set forth in this Agreement.

## **3. CLOSING**

### **3.1. Closing Date**

The purchase of the Shares (the "Closing") shall take place at the offices of Dean and Dean, LLP in Liberty Plaza on or about December 31, 2014 or such other date or time as the Seller and Buyer hereto may mutually agree (the "Closing Date"). For greater clarity, it is specified that the Closing shall take place on the Closing Date, or as soon thereafter as is practicable upon the approval of the Buyer as a Utility Plant Owner by the Florida Public Service Commission, unless the Buyer gives written notice to the Seller that one or more of the conditions precedent set forth in Section 3.2 hereof has or have not been satisfied, giving details as to what is missing or unsatisfactory. Buyer will make application for approval by the Florida Public Service Commission within 30 days of acceptance of this offer.

### **3.2. Conditions Precedent to Purchaser's Acquisition**

The obligation of the Purchaser to purchase the Shares and to perform his obligations hereunder are subject to the fulfillment of the following conditions

precedent to its satisfaction on or before 60 days from the date of the contract between L & N Land Investments, Inc. and the Buyer or buyer's assigns, it being understood that the said conditions are included for the exclusive benefit of the Purchaser and may be waived in writing by the Purchaser, either in whole or in part at any time.

- 3.2.1. Existing Contracts. The Purchaser shall have reviewed all of OBU and shall be satisfied, in his complete discretion, with all the terms and conditions thereof, including, without limitation, the profitability of such contracts and the conformity thereof to the environmental requirements of the State of Florida.
- 3.2.2. Share Certificates. The Seller shall deliver or shall have delivered to the Purchaser at closing share certificates representing the shares to be purchased duly endorsed for transfer. Such share certificates shall in turn be returned to OBU and new certificates shall be delivered to the Purchaser registered in its name, representing the Shares.
- 3.2.3. Solemn Declaration: The representations and warranties contained in subsection 4.1 shall be true and correct on and as of the Closing Date with the same effect as though made on and as of such date and the Seller shall have delivered to the Purchaser a solemn declaration to such effect, dated such date, provided that the receipt of such solemn declarations and the closing herein provided for shall not be a waiver of the representations, warranties, covenants and agreements which shall continue in full force and effect as provided herein.
- 3.2.4. Corporate Proceedings: All proceedings to be taken in connection with the transactions contemplated by this Agreement and the documents to be executed pursuant hereto shall be satisfactory in form and content to the Purchaser and the Purchaser shall have received certified copies of all documents which it may reasonably request in connection with such transactions and of the records of all corporate proceedings in connection therewith.
- 3.2.5 Intentionally omitted.
- 3.2.6 Due Diligence: The Purchaser shall have completed its due diligence review of the Corporation and be satisfied with the results thereof on or before 60 days from the date of the contract between L & N Land Investments, Inc. and the Buyer or buyer's assigns.
- 3.2.7 Loan: The debt currently due and owing by the Corporation to the Seller shall be satisfied and removed from the books of OBU without causing OBU or its shareholders additional tax liability.

- 3.2.8 Other Matters: The Purchaser shall have received such evidence relating to all matters pertaining to the purchase of the Shares as may be reasonably requested by the Purchaser.
- 3.2.9 This contract is contingent upon Purchaser closing upon the Purchase and Sale Agreement ("Vacant Land Contract") between L & N Land Investments, Inc. and Jonathon S. Dean or a LLC to be created, dated August 11, 2014. This contingency is not waivable by the Purchaser, but may be waived by the Seller only upon Seller's written consent.

#### **4. REPRESENTATIONS AND WARRANTIES**

##### **4.1. The Seller represents and warrants to the Purchaser that:**

- 4.1.1. Due Incorporation: The Corporation is a subsisting corporation duly and validly incorporated and organized under the laws of the State of Florida.
- 4.1.2. Authorized Capital: The authorized capital of the Corporation is as set out in the recitals to this Agreement.
- 4.1.3. Issued Shares: The only issued and outstanding shares in the capital stock of the Corporation are as set out in the recitals to this Agreement. All of the said issued and outstanding shares of the Corporation are registered in the names of the persons set out in the recitals to this Agreement. All of the said issued and outstanding shares of the Corporation have been validly allotted, issued, fully paid and non-assessable. There are outstanding no other shares, warrants, rights, securities convertible into shares or any other evidence whatsoever of an interest in the Corporation and no shares of the Corporation are under option or are agreed to be conditionally or unconditionally issued.
- 4.1.4. Ownership of Shares: The Seller is the beneficial owner of the shares of the Corporation registered in its name by good and marketable title, free and clear of all mortgages, liens, pledges, charges, encumbrances, actions, claims, executions or demands of any nature whatsoever and howsoever arising.
- 4.1.5. Records: The corporate records of each of the Corporation and the Subsidiaries, including their respective minute books, share registers and share transfer registers are accurate and complete. There are outstanding no applications or filings which would alter in any way the articles or corporate status of either the Corporation. No resolutions or by-laws have been enacted, consented to or adopted by the directors or shareholders of either the Corporation or the Subsidiaries, except those contained in the relevant minute books. The said corporate records have been maintained in accordance with all applicable statutory requirements. The shareholders

agree that the shareholder agreement between all shareholders shall be voided at closing.

4.1.6. Affiliates: The Corporation has no Affiliate, other than as set forth herein.

4.1.7. Power and Authority: The Corporation has the requisite corporate capacity, power and authority to carry on its business as now conducted and as presently proposed to be conducted and to own and operate its properties and assets.

4.1.8. Conduct of Business: The business of the Corporation is accurately described in the recitals to this Agreement, has been, since the respective dates of incorporation, and is now being conducted in the ordinary course and in compliance with all statutes, regulations, by-laws, orders, covenants, restrictions or plans of all federal, provincial or municipal authorities, agencies or boards applicable to such business, including, without limitation, those requiring filing of returns, analyses, reports and other documents. The purchase price shall be increased at closing to include the customer billings then due and owing to the Corporation. The revenue collected as of the date of closing shall remain with the corporation. Seller shall be entitled to remove all cash from the Corporation's checking account in excess of \$500 as of the date of closing.

4.1.9. Licenses: To the best of Seller's knowledge, the Corporation has obtained all licenses, permits and approvals from all governments, governmental commissions, boards and other agencies required in respect of its operations, all which are maintained in full force and effect. The purchase price will be adjusted to prorate the cost of permits or licenses or renewals, and the preparation thereof purchased or renewed during the calendar year 2014 for the remaining life of the license or permit. The Seller shall, at closing, be released from any liability regarding any licenses or permits.

4.1.10. Title to Assets: The Corporation owns all property and assets necessary to carry on its respective business. The Corporation has unrestricted ownership of its respective property and assets, including the right to use, or sell such property and assets in whole or in part at any time, with good and marketable title thereto free and clear of all Liens or of any rights or privileges capable of becoming Liens, other than those set out in Schedule 4.1.10 hereto. Purchaser acknowledges that the property owners' association currently has one or more liens filed against the corporation which may constitute lien(s) upon the real property of the Corporation for unpaid assessments, and that such lien(s) have been assigned to third parties. Seller makes no representation as to the legal effect of such lien(s) and assignment(s), and Buyer assumes the risk of such matters and releases Seller from any obligation or liability therefor. Purchaser further acknowledges that a backup well for water must be installed as part of

development plans, and that Seller shall have no responsibility or liability for the installation or cost of such well.

- 4.1.11. Trade Names, etc.: The Corporation does not own any trade names, trade marks, service marks, designs, copyrights, patents, patent applications, know-how, computer programs, or other intellectual property rights (collectively "Proprietary Rights") and no Proprietary Rights are necessary or desirable for the conduct of its respective business as presently conducted and as proposed to be conducted.
- 4.1.12. Infringement of Proprietary Rights: Neither the property nor assets of the Corporation, nor the use thereof by the Corporation, to the best of the Seller's knowledge, infringes or conflicts with any Proprietary Rights, confidential information or trade secrets of any third party.
- 4.1.13. Insurance: The Corporation has such policies of insurance, issued by responsible insurers, as are appropriate to its respective businesses, properties and assets. Such policies are in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses, properties and assets and include all risks insurance, liability insurance, (including professional liability insurance), business insurance, and such performance bonds as may be required under any contract to which the Corporation is a party. True and complete copies of all insurance policies issued to the Corporation are available for inspection at the corporation offices by appointment.
- 4.1.14. Litigation: There is no claim, suit, action, litigation, investigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, pending or threatened (except for those matters related to the property owners' association lien(s) set forth in Section 4.1.10 above), against or relating to the Corporation, or its respective properties or business which, if determined adversely, might materially and adversely affect the properties, business, future prospects or the financial condition of the Corporation or the right of the Corporation to use or sell its property and assets in whole or in part, except as disclosed in Schedule 4.1.14 hereto. There is not presently outstanding against the Corporation any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator. There is no basis for any such suit, action, litigation, investigation or proceeding known to the Seller.
- 4.1.15. Environmental Claims: There is no suit, action, litigation, investigation, arbitration proceedings or governmental proceeding, including appeals and applications for review, pending or threatened, against or relating to the Corporation, or any cause of action, arising from the operation and carrying on of the Utility Business, or the failure of the Corporation to comply with the relevant rules of art in carrying on its business, including, without limitation, any environmental claims and any claims related to the improper handling or

disposal of harmful or hazardous samples, supplies or by-products obtained, used or created in the carrying on the Utility Business ("Environmental Claims"). There is no basis for any such Environmental Claim known to the Seller.

- 4.1.16. **Contracts:** True and complete copies of all contracts, agreements and other instruments referred to in Schedule 4.1.16 which constitute all contracts, agreements and other instruments which are of material importance to the business of the Corporation are available for inspection at the corporation offices by appointment.

No party to any such contract, agreement or instrument is in default of any material provision thereof and there exists no event or condition which does or would, by itself or with giving of notice or the passage of time or both, constitute a breach of or default under any such contract or result in the acceleration of any obligation thereunder. The Corporation has the capacity, including the necessary personnel, equipment and supplies, to perform all of its obligations thereunder. The Corporation has complied with all material provisions of every contract to which it is a party, whether or not such contract is included in Schedule 4.1.26. The corporation does not have any full or part time employees, nor employment contracts with any individuals, except for the contract with U.S. Water, which is the plant operator.

- 4.1.17. **Advances:** There are no outstanding advances, loans or agreements to provide financial assistance of any kind to the Corporation, or any guarantee by any person of repayment of any advances, loans or obligations of the Corporation, except for the loans from the Seller and Seller affiliate, which will be extinguished at or before closing. The Corporation has not provided financial assistance by way of advance, loan, guarantee or otherwise to any shareholder, officer, director or employee or any shareholder, officer, director or employee of any other corporation or to any person not dealing at arm's length

- 4.1.18. **Absence of Guarantees:** The Corporation has not given or agreed to give, or is a party to or bound by any guarantee of obligations of any third party or any other commitment by which the Corporation is, or is contingently, responsible for any such obligation.

- 4.1.19. **Bank Accounts:** Attached as Schedule 4.1.19 hereto is a list of all accounts maintained by the Corporation with any financial institution as well as the complete list of the names of persons exercising signing authority thereunder and details as to their respective signing authority thereunder.

- 4.1.20. **Absence of Conflicting Agreements:** The Corporation is not a party to, nor is it bound or affected by or subject to any indenture, mortgage, lease, agreement or instrument, (including, without limitation, any instrument pursuant to which the Corporation is entitled to or has received assistance from any government or any governmental agency in the form of a subsidy,

grant, loan, interest rebate or otherwise) or is subject to any charter or by-law provision, statute, regulation, judgment, decree, any of which would be violated, contravened or breached by, or under any obligation which would be accelerated or default or termination would occur as a result of the consummation of any of the transactions provided for herein.

4.1.21. Financial Statements: The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the consolidated financial position of the Corporation as of their respective dates and the results of the operations of the Corporation for the period then ending. Statements of income included within the Financial Statements and Interim Financial Statements do not contain any items of special or non-recurring income and the balance sheets included in the Financial Statements and Interim Financial Statements do not reflect any write-up or re-evaluation, increasing the book value of the assets of the Corporation. The financial records of the Corporation are kept in accordance with generally accepted accounting principles and are complete and correct and fully and fairly reflect all transactions of the Corporation. Purchaser agrees to accept annual reports filed with the Florida Public Service Commission and copies of tax returns in lieu of prepared statements.

4.1.22. Undisclosed Liabilities: As of the Closing Date, the Corporation shall not have any material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether or not known to the Corporation and whether due or to become due) arising out of transactions entered into at or prior to the closing, or any action at or prior to the closing, including taxes with respect to or based upon transactions or events occurring on or before closing and employee benefit liabilities except:

- i) obligations under contracts or commitments described in Schedule 4.1.16 or under contracts or commitments which are not required to be disclosed thereon (but not liabilities for breaches thereof),
- ii) liabilities reflected on the balance sheets of the Financial Statements and Interim Financial Statements;
- iii) liabilities which have arisen after the date of the last financial report, in the ordinary course of business (none of which is a liability for breach of contract, breach of warranty, tort, infringement, claim or law suit);
- iv) liabilities otherwise disclosed pursuant to this Agreement or the Schedules attached hereto; and

withholding taxes payable as a result of the transactions disclosed in Schedule 4.1.22 hereto

- v) utility deposit held by Sumter Electric Cooperative of an unknown amount, which was paid by and may be payable to Village Park Utilities, LLC (Robbie Willison?). Purchaser shall have electric and gas accounts transferred to the corporation as of date of closing.

4.1.23. No Material Adverse Change: Since the effective date, there has been no material adverse change and the Seller has no knowledge of any present condition or contingency which could result in a material adverse change in the business, financial condition, operating results, employee relations, customer relations or business process of the Corporation or the assets used in the business, other than changes occurring in the ordinary course of business, which changes in the aggregate have not been materially adverse to the Corporation.

4.1.24. Tax Matters: The Corporation is not liable for any Taxes (as this term is hereafter defined) due and unpaid at the date hereof in respect of its income, business or property or for the payment of any tax installment due in respect of its current taxation year, and no Taxes are required to be reserved against, other than the withholding taxes referred to in paragraph 4.1.22 (v) above. The Corporation is not in default in filing any returns or reports covering any Taxes.

4.1.24.1. For the purposes hereof, "Taxes" include income, sales, excise, capital, place of business, customs duties, property and other governmental charges, assessments and impositions and all interest, fines and penalties in relation thereto The United States of America or the State of Florida or any political subdivision thereof.

4.1.24.2. No dividend has been declared by the Corporation in an amount in excess of the retained earnings of the Corporation.

4.1.25. Deductions at Source: The Corporation has withheld from each payment made to any of its shareholders, officers, directors, non-resident creditors and employees the amount of all taxes and other deductions required to be withheld and has remitted all such amounts to the appropriate authorities within the prescribed times, and has otherwise fulfilled all requirements of all legislation governing such deductions and withholdings. The Corporation has remitted to the proper authorities all employer contributions due and payable under all social security, health and pension plans. The corporation has no employees. Terry Roach and Nancy Steinmetz have performed services for the corporation as independent contractors, however, these persons shall

not be available to the corporation after December 31, 2014, unless a separate agreement has been reached between the corporation and such persons.

4.1.26. Employees: The Corporation has no employee who cannot be dismissed without further liability upon such notice as would be construed by a court in the applicable jurisdiction to be reasonable notice, save and except for those employees under written contract with the Corporation or the Subsidiaries, copies of which contracts are annexed hereto as Schedule 4.1.26. Schedule 4.1.26 contains a true and correct statement of the names and current rates of all compensation payable to all employees of the Corporation. The Corporation has complied, in all material respects, with all state and federal laws relating to the employment of labor, including, without limitation, provisions thereof relating to wages, hours and collective bargaining rights. The corporation has no current employees. Terry Roach and Nancy Steinmetz have provided services as independent contractors, however, these persons will not be available for services after December 31, 2014, unless a separate agreement between the Purchaser and such persons has been reached.

4.1.27. Clients. No client or supplier of the Corporation has indicated that it will decrease the rate of business done with the Corporation. Schedule 4.1.27 hereof contains a true and complete list of current clients.

4.1.28. Since the Effective Date, the Corporation has not:

- i) disposed of any of its property except in the ordinary course of business and for the purpose of carrying on same;
- ii) declared or paid any dividend or made any payment to its shareholders in the form of a return or reduction of capital;
- iii) authorized or made any other payment to any shareholder, director or officer or to any person not acting at arm's length with the Corporation;
- iv) suffered any damage, destruction or loss of a material nature (whether or not insured) of any part of its property or assets; has made any changes in accounting principles.

4.1.29. Full Disclosure: No documents or statements furnished by or on behalf of the Seller in connection with the negotiation or confirmation of the transactions contemplated hereby contain, as of the time such statements

were made, any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein not misleading, and all such statements, taken as a whole, together with this Agreement, do not contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained herein or therein not misleading and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry by the party making same.

4.1.30. Save and except for those matters disclosed herein, the Seller has no knowledge of any facts, and there are not any facts which should reasonably be made known to the Purchaser relating to the business of the Corporation or the Subsidiaries not herein disclosed, which might be reasonably expected to materially diminish the Purchaser's appreciation of the worth or profitability of such business or which, if known by the Purchaser, might be reasonably expected to deter the Purchaser from completing the transactions herein contemplated.

#### **4.2. Survival of Representation and Warranties**

All representations and warranties contained herein as well as all representations and warranties made in writing by any party in connection herewith shall survive the closing for a period of six months from the Closing Date.

#### **4.3. Indemnification**

The Seller agrees to indemnify the Purchaser and hold the Purchaser harmless against any Claims made upon, brought against, suffered or incurred by the Purchaser by reason of its ownership of the Shares or by reason of or arising from any breach of any representation or warranty contained herein or made in writing by any party in connection herewith, or by reason of any Environmental Claim, provided that such Claim is made upon, brought against, suffered or incurred by the Purchaser six months of the Closing Date or:

- a) in the case of the representations and warranties contained in section 4.1.23, such Claim is made upon, brought against, suffered or incurred by the Purchaser no later than six months following the expiration of the period during which an assessment, reassessment or other form of document assessing liability for tax, interest or penalties could be issued, and
- b) in the case of the representations and warranties contained in Section 4.1.14 and 4.1.15, such Claim is made upon, brought against, suffered or incurred by the Purchaser no later than six months after final judgment is rendered in any such suit, action, litigation or proceeding.

Any such indemnification shall be limited to an amount not in excess of \$75,000, including attorneys fees and costs.

## **5. MISCELLANEOUS**

### **5.1. Successors and Assigns**

The provisions of this Agreement shall, except as otherwise provided herein, enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and each and every person so bound shall make, execute and deliver all documents necessary to carry out this Agreement.

### **5.2. Notices**

Any notice to be given under this Agreement shall be in writing and delivered or, except in the event of disruption of postal service, mailed by prepaid registered mail or over night delivery (FedEx or UPS) addressed to the party to whom it is to be given at his address as shown below and such notice shall be deemed to have been given on the day of delivery or on the 3<sup>rd</sup> business day after mailing as aforesaid, as the case may be.

Buyer:

Jonathan S. Dean  
230 NE 25<sup>th</sup> Avenue  
Suite 100  
Ocala, FL 34470

Seller:

Nancy Steinmetz Roach  
PO Box 250  
Lady Lake, FL 32159

With copy to:

Patricia R. Mueller, Esq.  
3900 Lake Center Drive, Suite A-5  
Mount Dora, FL 32757

Notice of change of address may be given by any party in the same manner.

### **5.3. Time of Essence**

Time shall be of the essence of this Agreement.

### **5.4. Counterparts**

This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one of the same instrument.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

Buyer:

  
\_\_\_\_\_  
Jonathan S. Dean

Seller:

  
\_\_\_\_\_  
Nancy Steinmetz Roach

**SCHEDULES TO SHARE PURCHASE AGREEMENT**

SCHEDULE 3.2.4	[SPECIFY] Opinion - deleted
SCHEDULE 3.2.7	[SPECIFY] Promissory Note – None
SCHEDULE 4.1.10	Liens – Village Park Center Property Owners' Association, Inc. and as assigned to 3 <sup>rd</sup> parties.  Leases of Immoveable Property - None
SCHEDULE 4.1.11	Challenge to Proprietary Rights - None
SCHEDULE 4.1.13	Insurance Policies – available for inspection at corporation offices
SCHEDULE 4.1.14	Litigation – None, except possible claim of liens, etc. litigation by 3 <sup>rd</sup> party assignees of Village Park Center Property Owners' Association, Inc.
SCHEDULE 4.1.15	Environmental Claims – None -See attached release from DEP Consent Order
SCHEDULE 4.1.16	Contracts – U.S. Water - available for inspection at corporation offices
SCHEDULE 4.1.17	Advances - None
SCHEDULE 4.1.19	Bank Accounts – SunTrust Bank – statements available for inspection at corporation offices
SCHEDULE 4.1.22	Undisclosed Liabilities – loans from Nancy Steinmetz and L&N Land Investments, Inc. – to be extinguished at or before closing
SCHEDULE 4.1.26	Written Employment Agreements - None  Employees - None
SCHEDULE 4.1.27	Current Clients – Advantage Land LLC & Lady Lake Hotel, Inc.

**EXHIBIT C**

The Buyer is paying cash for the purchase.

A handwritten signature in cursive script, appearing to read "Jonathan S. Dean", written over a horizontal line.

Jonathan S. Dean

## EXHIBIT D

The Buyer has personally inspected the utility facility and is familiar with the operations. In addition, the Buyer has engaged US Water Company to conduct a system inspection and give a report to the Buyer of the condition of the utility facility.

A handwritten signature in cursive script, appearing to read "Jonathan S. Dean", is written above a horizontal line.

Jonathan S. Dean

ExN \_\_\_\_\_  
 Rec 13.00  
 TF 14.00  
 Doc 3567.20  
 Int \_\_\_\_\_  
 CC 3594.20  
 Copy 3.00  
3597.20  
1.50 Conty  
3598.70  
1.00 misc  
3599.70

Prepared by and Return To:  
 Patricia R. Mueller  
 Patricia R. Mueller, P.A.  
 3900 Lake Center Drive, Suite A-5  
 Mount Dora, Florida 32757

SUMTER COUNTY, FLORIDA  
 GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
 12/18/2007 08:58:08AM  
 DEED  
 DOC \$3 667 20  
 2007 39517

EXHIBIT  
 " H "

WARRANTY DEED

THIS WARRANTY DEED, made this 14<sup>th</sup> day of December, 2007 by  
 R.L. & N LAND INVESTMENTS, INC., a Florida corporation, whose address is 108 S. Old Dixie  
 Highway, Lady Lake, Florida 32159, hereinafter called the Grantor, to ORANGE BLOSSOM  
 UTILITIES, INC., a Florida corporation, whose address is 108 S. Old Dixie Highway, Lady Lake,  
 Florida 32159, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the  
 heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars  
 (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants,  
 bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantees all that certain land  
 situate in Sumter County, State of Florida, viz:

SEE EXHIBIT A ATTACHED HERETO

Parcel Identification Number: D15-010 and D15-005

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of  
 said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said  
 land; that the Grantor hereby fully warrants the title to said land and will defend the same against the  
 lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes  
 accruing subsequent to December 31, 2006.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year  
 first above written.

Signed, sealed and delivered in the presence of:

L & N LAND INVESTMENTS, INC., a  
Florida corporation

Linda M. Fine  
Witness Signature

By: Nancy P. Steinmetz  
NANCY P. STEINMETZ, President

LINDA M FINE  
Print Witness Name

Pamela S. Cord  
Witness Signature

Pamela S. Cord  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14 day of December, 2007, by NANCY P. STEINMETZ, as President of L & N LAND INVESTMENTS, INC., a Florida corporation, a Florida corporation, and who () is/are personally known to me, or () produced Florida driver's license(s) as identification, or () produced \_\_\_\_\_ as identification.

Pamela S. Cord  
Notary Public

Print Notary Name  
My commission expires



**Pamela S. Cord**  
Commission # DD295390  
Expires March 27, 2008  
Approved Tray File - Insurance Inc. 800-385-7010

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
12/18/2007 08:58:08AM  
DEED  
DOC #3 667 20  
PAGE 2 OF 3  
B-1881 P-254  
**2007 39517**



EXHIBIT A

VILLAGE PARK CENTER SEWAGE TREATMENT PLANT

Begin 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S. 00° 01' 25" W., 387.53 feet; thence run S. 89° 56' 26" E., 385.21 feet; thence run N. 00° 00' 35" E., 387.87 feet to the North line of the Northwest 1/4 of said Section 15; thence run N. 89° 59' 25" W. along aforesaid North line 385.12 feet to the Point of Beginning.

LIFT STATION SITE

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S. 89° 55' 20" W., 73.24 feet; thence run N. 00° 04' 40" W., 30.00 feet to the Point of Beginning; thence run N. 00° 04' 40" W., 23.33 feet; thence run S. 89° 55' 20" W., 27.33 feet; thence run S. 00° 04' 40" E., 23.33 feet; thence run N. 89° 55' 20" E., 27.33 feet to the Point of Beginning.

MAIN WELL SITE

Commence 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S. 00° 01' 25" W., 464.25 feet; thence run S. 89° 58' 35" E., 757.14 feet to Point of Beginning; thence run S. 89° 59' 26" E., 121.24 feet; thence run S. 00° 00' 34" W., 64.07 feet; thence run N. 89° 59' 26" W., 121.23 feet; thence run N. 00° 00' 00" E., 64.07 feet to the Point of Beginning.

AUXILIARY WELL SITE

Commence 1142.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida. Thence run S. 00° 01' 25" W., 626.25 feet; thence run S. 89° 58' 35" E., 827.69 feet to Point of Beginning; thence run N. 89° 45' 29" E., 25.30 feet; thence run S. 00° 14' 31" E., 20.99 feet; thence run S. 89° 45' 29" W., 25.30 feet; thence run N. 00° 14' 21" W., 20.99 feet to the Point of Beginning.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
12/18/2007 08:58:08AM  
DEED  
DOC #3 567 20  
PAGE 3 OF 3  
B-1881 P-255  
2007 39517



**EXHIBIT**  
" I "

SECOND REVISED SHEET NO. 12.0  
CANCELS FIRST REVISED SHEET NO. 12.0

ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

GENERAL SERVICE  
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$15.01
3/4"	22.52
1"	37.54
1 1/2"	75.07
2"	120.11
3"	262.75
4"	450.42
6"	938.37
8"	1,351.24

Charge per 1,000 gallons      \$1.39

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.

EFFECTIVE DATE - June 13, 2014

TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICE  
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$15.01
3/4"	22.52
1"	37.54
1 1/2"	75.07
2"	120.11
3"	262.75
4"	450.42
6"	938.37
8"	1,351.24

Charge per 1,000 gallons \$1.39

- MINIMUM CHARGE - Applicable Base Facility Charge (BFC)
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.
- EFFECTIVE DATE - June 13, 2014
- TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE  
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$25.81
3/4"	38.73
1"	64.54
1 1/2"	129.09
2"	206.53
3"	451.80
4"	774.51
6"	1,613.57
8"	2,323.55

Charge per 1,000 gallons \$3.05

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.

EFFECTIVE DATE - June 13, 2014

TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
 Issuing Officer

President  
 Title

ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE  
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
ALL	\$25.81
Charge per 1,000 gallons	\$3.05

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.

EFFECTIVE DATE - June 13, 2014

TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

GENERAL SERVICE  
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - For water service to all Customers for which no other schedule applies.  
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$15.01
3/4"	22.52
1"	37.54
1 1/2"	75.07
2"	120.11
3"	262.75
4"	450.42
6"	938.37
8"	1,351.24

Charge per 1,000 gallons \$1.39

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.

EFFECTIVE DATE - June 13, 2014

TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICE  
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
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- BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
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Charge per 1,000 gallons \$1.39

- MINIMUM CHARGE - Applicable Base Facility Charge (BFC)
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.
- EFFECTIVE DATE - June 13, 2014
- TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE  
RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$25.81
3/4"	38.73
1"	64.54
1 1/2"	129.09
2"	206.53
3"	451.80
4"	774.51
6"	1,613.57
8"	2,323.55

Charge per 1,000 gallons \$3.05

- MINIMUM CHARGE - Applicable Base Facility Charge (BFC)
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.
- EFFECTIVE DATE - June 13, 2014
- TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE  
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
ALL	\$25.81
Charge per 1,000 gallons	\$3.05

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.

EFFECTIVE DATE - June 13, 2014

TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WATER TARIFF

GENERAL SERVICE  
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - For water service to all Customers for which no other schedule applies.  
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$15.01
3/4"	22.52
1"	37.54
1 1/2"	75.07
2"	120.11
3"	262.75
4"	450.42
6"	938.37
8"	1,351.24

Charge per 1,000 gallons \$1.39

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

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RATE SCHEDULE RS

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EFFECTIVE DATE - June 13, 2014

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Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE  
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$25.81
3/4"	38.73
1"	64.54
1 1/2"	129.09
2"	206.53
3"	451.80
4"	774.51
6"	1,613.57
8"	2,323.55

Charge per 1,000 gallons \$3.05

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.

EFFECTIVE DATE - June 13, 2014

TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

ORANGE BLOSSOM UTILITIES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE  
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
ALL	\$25.81
Charge per 1,000 gallons	\$3.05

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be disconnected.

EFFECTIVE DATE - June 13, 2014

TYPE OF FILING - 2014 PRICE INDEXING

Jonathan S. Dean  
Issuing Officer

President  
Title

**EXHIBIT**  
" J "

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificates to provide water and wastewater service in Sumter County by Orange Blossom Utilities, Inc.	DOCKET NO. 070391-WS ORDER NO. PSC-07-0951-FOF-WS ISSUED: November 29, 2007
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The following Commissioners participated in the disposition of this matter:

LISA POLAK EDGAR, Chairman  
 MATTHEW M. CARTER II  
 KATRINA J. McMURRIAN  
 NANCY ARGENZIANO  
 NATHAN A. SKOP

FINAL ORDER GRANTING WATER CERTIFICATE NO. 639-W  
AND WASTEWATER CERTIFICATE NO. 548-S

BY THE COMMISSION:

Background

On June 29, 2007, Orange Blossom Utilities, Inc. (OBU or utility) filed its application for original water and wastewater certificates in Sumter County. The requested territory includes 52 acres. The area is in the Southwest Florida Water Management District (SWFWMD) but is not in a water use caution area. The utility anticipates providing water and wastewater service to a total of approximately 174 residential and 36 general service customers when it reaches build out.

The property owner determined that there are no existing water and wastewater utilities in the area that could provide service to the 52-acre development. The application included copies of letters written to neighboring utilities requesting service for the development with responding letters stating that the utilities had no extra capacity which could be used for the applicant's development. The utility was established in 2004 and has been providing water and wastewater service to 11 general service customers (a hotel, an office building, two restaurants, and seven stores), all owned by affiliated developers, since December of 2005, the first phase of the development. The utility was exempt from this Commission's regulation because it did not charge for service. The related land owners and developers are planning an additional 174 residential and 25 general service customer development in Sumter County. The utility wants to start charging for service which would make it subject to our regulation.

The utility consists of a well and pump house, a 15,000 gallon hydropneumatic tank, water distribution lines for potable water service, and fire protection in the project known as Village Park Center. The well has a tested flow capacity of 1,000 gallons per minute. The system will add a second well, identical in flow to the existing well, prior to further

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development. The water system will eventually serve more than 350 people within the development.

A 99,000 gallons per day central wastewater treatment plant will provide the customers' sewer service in Village Park Center. Treated effluent will be disposed of by ground water recharge through absorption fields. The utility will not have sufficient flows to provide reuse water.

Pursuant to Section 367.031, Florida Statutes (F.S.), we must grant or deny an application for a certificate of authorization within 90 days after the official filing date of the completed application. OBU's application was deemed complete on August 30, 2007. Therefore, this application must be ruled upon by November 28, 2007.

This Order addresses the application for original water and wastewater certificates. We have jurisdiction pursuant to Sections 367.031 and 367.045, F.S. Additional time is needed for our staff to complete its review of the utility's proposed rates and charges, and our staff will file a recommendation addressing rates and charges for a subsequent agenda.

#### Granting of Water and Wastewater Certificates

As stated above, OBU filed its application for original water and wastewater certificates to provide service in Sumter County on June 29, 2007. The applicant filed revised cost and rate data on August 30, 2007. The application is in compliance with the governing statute, Section 367.045, F.S., and other pertinent statutes and administrative rules concerning an application for original certificate. In addition, the application contains proof of compliance with the noticing provisions set forth in Rule 25-30.030, Florida Administrative Code (F.A.C.). No objections to the notice of application have been received and the time for filing such has expired.

The applicant submitted an unrecorded executed warranty deed in the name of the utility for the land for the water and wastewater facilities. Pursuant to Rule 25-30.033(1)(j), F.A.C., the applicant has agreed to file a copy of the executed and recorded warranty deed with us within 30 days of our order granting certificates to the utility.

Adequate service territory and system maps and a territory description have been provided as prescribed by Rule 25-30.033(1)(l), (m), and (n), F.A.C. A description of the territory requested by the applicant is appended as Attachment A.

The applicant appears to have the financial and technical ability to provide water and wastewater service to the proposed service area. Regarding financial ability, the application states that Ms. Nancy P. Steinmetz, the president and primary stockholder of OBU, has and will continue to provide necessary start-up funding as well as funds sufficient to cover operation shortfalls during the utility's initial years. A review of the financial statement of Ms. Steinmetz shows that she appears to have adequate resources to support the utility during the initial years of operation.

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Regarding the applicant's technical ability, the applicant indicates that it will make the financial and operating commitment necessary for the utility to be successful in its endeavor to provide water and wastewater service to the customers within the proposed service territory. Towards that end, the applicant has retained licensed professionals as consultants, design engineers, management, and operators of the utility systems. Specifically, the utility currently has retained the services of Protech Water and Wastewater Systems, Inc., an engineering consultant with 14 licensed professionals, to operate OBU.

According to the application, there is currently a need for water and wastewater service within the proposed service territory. Phase I of the development, which includes 11 general service customers, was completed in 2007. The utility has been providing service, without compensation, to the general service customers within the requested territory since December 2005. The land developer anticipates future construction on 42 acres including 12 single-family homes, 108 town homes, 54 villa residential units, four restaurants, 20 shops, and an office building. Further, the applicant believes there are no other utilities near the proposed service area which can provide the necessary water and wastewater service, and construction of OBU is the only viable alternative.

The application states that the provision of service in the proposed service territory, as outlined in the application, is consistent with the water and wastewater sections of the local comprehensive plan of Sumter County, as approved by the Department of Community Affairs (DCA). A review of the application by the DCA revealed no inconsistencies with the Sumter County comprehensive plan. Pursuant to Section 367.045(5)(b), F.S., we need not consider whether the issuance of a certificate of authorization is inconsistent with the local comprehensive plan of a county or municipality unless a timely objection to the notice of filing is received.

The applicant understands that it must maintain its books and records according to the National Association of Regulatory Utility Commissioners Uniform System of Accounts. The utility also understands the requirement to file annual reports and pay regulatory assessment fees by March 31 for the previous year. In addition, the applicant is aware that it may not charge rates, change rates, serve outside its certificated territory, or sell the utility without our prior approval.

Based on the above information, we find that it is in the public interest to grant the application for original water and wastewater certificates. Accordingly, OBU shall be granted Certificates Nos. 639-W and 548-S to serve the territory described in Attachment A effective November 20, 2007. This Order shall serve as OBU's water and wastewater certificates and shall be retained by the utility. The utility shall file an executed and recorded copy of the warranty deed for the land for the water and wastewater facilities within 30 days of the issuance date of this Order.

In consideration of the above, it is

ORDERED that Orange Blossom Utilities, Inc., shall be granted Certificates Nos. 639-W and 548-S to serve the territory described in Attachment A of this Order effective November 20, 2007. It is further

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ORDERED that this Order shall serve as Orange Blossom Utilities, Inc.'s water and wastewater certificates and shall be retained by the utility. It is further

ORDERED that the utility shall file an executed and recorded copy of the warranty deed for the land for the water and wastewater facilities by December 20, 2007. It is further

ORDERED that this docket shall remain open pending the establishment of initial rates and charges.

By ORDER of the Florida Public Service Commission this 29th day of November, 2007.

/s/ Ann Cole

ANN COLE

Commission Clerk

This is an electronic transmission. A copy of the original signature is available from the Commission's website, [www.floridapsc.com](http://www.floridapsc.com), or by faxing a request to the Office of Commission Clerk at 1-850-413-7118.

( S E A L )

RRJ

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), F.S., to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, F.S., as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request:

- 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, F.A.C.;
- or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

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Attachment A  
Page 1 of 3

Orange Blossom Utilities, Inc.  
Water and Wastewater Service Area  
Sumter County

Section 15, Township 18 South, Range 23 East

Begin at a point 1442.39 feet East of the Northwest corner of Section 15, Township 18 South, Range 23 East, Sumter County, Florida; thence run S.  $89^{\circ}59'25''$  E., 1442.24 feet; thence run S.  $45^{\circ}03'32''$  E., 49.56 feet; thence run S.  $00^{\circ}07'42''$  E., 14.99 feet; thence run S.  $89^{\circ}59'45''$  E., 14.99 feet; thence run S.  $45^{\circ}03'32''$  E., 14.16 feet; thence run S.  $00^{\circ}07'39''$  E., 1271.93 feet; thence run S.  $89^{\circ}55'20''$  W., 661.67 feet; thence run S.  $00^{\circ}05'52''$  E., 609.07 feet to the Northerly right-of-way line of County Road No. 466; thence run along said Northerly right-of-way the following courses: N.  $45^{\circ}43'48''$  W., 96.20 feet to the point of curvature of a curve concave Southwesterly having a radius of 1960.08 feet and a central angle of  $26^{\circ}40'29''$ ; thence run along the arc of said curve 912.54 feet said arc having a chord bearing of N.  $59^{\circ}08'15''$  W.; and a chord distance of 904.32 feet; thence departing said right-of-way run N.  $00^{\circ}01'25''$  E., 1411.10 feet to the point of beginning.

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Attachment A  
Page 2 of 3

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Orange Blossom Utilities, Inc.**  
pursuant to  
**Certificate Number 639-W**

to provide water service in Sumter County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-07-0951-FOF-WS	11/29/07	070391-WS	Original Certificate

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Attachment A  
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**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Orange Blossom Utilities, Inc.**  
pursuant to  
**Certificate Number 548-S**

to provide wastewater service in Sumter County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-07-0951-FOF-WS	11/29/07	070391-WS	Original Certificate