

<b>REQUEST TO ESTABLISH DOCKET</b> (Please type or print. File original with CLK.)		
Date:	8/1/2018	
1. From Division / Staff:	Eng/M. Watts	
2. OPR:	ENG	
3. OCR:	AFD	
4. Suggested Docket Title:	Application for transfer of water facilities to City of Ocala Water and Sewer, and cancellation of Certificate No. 427-W, by Windstream Utilities Company	
5. Program/Module/Submodule Assignment:	B1e	
6. Suggested Docket Mailing List		
a. Provide NAMES/ACRONYMS, if registered company		<input type="checkbox"/> Provided as an Attachment
Company Code, if applicable:	Parties (include address, if different from MCD):	Representatives (name and address):
WU385	Windstream Utilities Company	L. E. Dlouhy P O Box 4201 Ocala, FL 34478-4201
	City of Ocala Water and Sewer 1805 N E 30 <sup>th</sup> Avenue Ocala, FL	Russella Bowes-Johnson 1805 N E 30 <sup>th</sup> Avenue Ocala FL 34470
b. Provide COMPLETE NAME AND ADDRESS for all others (match representatives to companies)		
Company Code, if applicable:	Interested persons, if any, (include address, if different from MCD):	Representatives (name and address):
7. Check one:	<input checked="" type="checkbox"/> Supporting documentation attached <input type="checkbox"/> To be provided with Recommendation	
Comments:		

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 2018 AUG -1 PM 4:24  
 COMMISSION CLERK

**FLORIDA PUBLIC SERVICE COMMISSION**

**INSTRUCTIONS FOR COMPLETING EXAMPLE  
APPLICATION FOR TRANSFER TO A GOVERNMENTAL AUTHORITY**

**(Pursuant to Section 367.071, Florida Statutes, and  
Rule 25-30.038, Florida Administrative Code)**

**General Information**

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.038, Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

**Instructions**

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
3. The completed application and attached exhibits should be mailed to:

**Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

**APPLICATION FOR TRANSFER TO A GOVERNMENTAL AUTHORITY**

(Pursuant to Section 367.071, Florida Statutes, and  
Rule 25-30.038, Florida Administrative Code)

To: **Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for acknowledgement of the transfer of all  or part  of the utility's water  and/or wastewater  facilities in Marion County, Florida, and cancellation  or amendment  of Water Certificate No. 427W and/or Wastewater Certificate No. NA and submits the following information:

**PART I APPLICANT INFORMATION**

- A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

Windstream Utilities Co.

Utility Name

3002 N E 10<sup>th</sup> Street

Office Street Address

Ocala

Florida

34475

City

State

Zip Code

P O Box 4201

Mailing Address (if different from Street Address)

Ocala

Florida

34478-4201

City

State

Zip Code

(352) 620-8290

Phone Number

(352) 620-8688

Fax Number

59-2382672

Federal Employer Identification Number

bd1ouhy@EMBARGMAIL.COM

E-Mail Address

bdlouhy@embarqmail.com Windstreamutilities.com

Website Address

427W

NA

Water Certificate No.

Wastewater Certificate No.

- B) The contact information of the seller's authorized representative to contact concerning this application:

L E Dlouhy

Name

P O Box 4201

Mailing Address

Ocala

Florida

34478-4201

City

State

Zip Code

(352) 266-2890

(352) 620-8688

Phone Number

Fax Number

bdlouhy@embarqmail.com

E-Mail Address

- C) Contact Information for Governmental Authority. The name, address, telephone number, and if applicable, fax number, and e-mail address of the governmental authority.

City Of Ocala Water And Sewer

Governmental Authority's Name

1805 N E 30<sup>th</sup> Avenue

Office Street Address

Ocala

Florida

34470

City

State

Zip Code

(352) 351-6772

(352) 351-6718

Phone Number

Fax Number

rjohnson@ocalafl.org

E-Mail Address



- D) The contact information of the governmental authority's authorized representative to contact concerning this application:

Russella Bowes-Johnson

Name

1805 N E 30<sup>th</sup> Avenue Building 600

Mailing Address

Ocala

Florida

34470

City

State

Zip Code

(352) 351-6772

(352) 351-6718

Phone Number

Fax Number

rjohnson@ocalafl.org

E-Mail Address

**PART II TRANSFER OF FACILITIES**

**A) DESCRIPTION OF SALE/TRANSFER AGREEMENT**

- 1) Exhibit SALE CONTRACT Provide the date on which the governmental authority assumed ownership or proposes to assume ownership, operation, management, or control of the utility. The transfer of facilities, or any portion thereof, from a regulated utility to a governmental authority shall be effective as of the date the governmental authority assumes ownership, operation, management, or control.

- 2) Exhibit B Provide a copy of the contract or other document transferring the utility system to the governmental authority.

- 3) Exhibit X Provide a statement that the governmental authority obtained from the utility or Commission the most recent available annual report.

- 4) Exhibit ? - Provide a statement describing the disposition of customer deposits and interest thereon.

NA

- 5) Exhibit ? - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines or refunds owed. The transfer of a regulated utility to a governmental authority shall not affect the utility's obligation to complete payment of regulatory assessment fees pursuant to Rule 25-30.120, F.A.C.

None

**B) DESCRIPTION OF FACILITIES NOT TRANSFERRED**

If a utility is transferring only a portion of its facilities to a governmental authority, it must provide the following additional information:

- 1) Exhibit NA - A list of any utility assets not transferred to the governmental authority, if such remaining assets constitute a system providing or proposing to provide water or wastewater service to the public for compensation.
- 2) Exhibit 1A - A legal description of the territory not transferred to the governmental authority in the format prescribed in Rule 25-30.029, F.A.C.
- 3) Exhibit ? - An official county tax assessment map or other map showing township, range, and section with a scale such as 1" = 200' or 1" = 400', with the remaining territory plotted thereon, consistent with the legal description provided in II.B.1.b. above. NA
- 4) Exhibit  - A tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.038, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

**PART III**    **SIGNATURE**

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:   
Applicant's Signature

L E Dlouhy  
Applicant's Name (Printed)

President / Secretary  
Applicant's Title

? 7-23-2018  
Date

**AGREEMENT CONCERNING PURCHASE AND SALE OF UTILITY SYSTEM**

**THIS AGREEMENT** is made and entered into this 10 day of July, 2018, by and between:

- Windstream Utilities Company, a Florida corporation (“Seller”, as hereinafter defined).
  
- City of Ocala, a Florida municipal corporation (“Buyer”, as hereinafter defined).

**WHEREAS:**

- A. Windstream Utilities Company is the owner of certain water utility systems (defined below as the “Utilities”) as described below, serving all property owners within the Subdivisions known as “Windstream,” “Carriage Hill,” and “Bellwether” pursuant to the respective Plats and Declarations of each Subdivision, as described and defined herein.
  
- B. City is a Florida municipal corporation and it is authorized to acquire and operate these Utilities.
  
- C. Buyer desires to purchase and accept, and Seller desires to sell and transfer, the Utilities, components thereof, and Easements (referred to below as the “Assets”) on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing (which are incorporated herein by reference, the exchange of the mutual covenants set forth herein), and other good and valuable considerations, the parties do hereby agree as follows:

- 1. **Definitions.** As used herein, the following terms shall have the following meanings:
  - 1.1. *Agreement* – This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.
  
  - 1.2. *Assets or Purchased Assets* – Individually and collectively:
    - 1.2.1. The Personal Property.
  
    - 1.2.2. The Easements.
  
  - 1.3. *Buyer* - City of Ocala, a Florida municipal corporation, whose address is:
    - 1.3.1. Physical: 151 SE Osceola Avenue, Ocala, FL. 34471; Attention: Water and Sewer Director.
  
    - 1.3.2. Mailing: 1805 NE 30<sup>th</sup> Ave Bldg 600, Ocala, FL. 34470; Attention: Water and Sewer Director.
  
    - 1.3.3. Fax: Water and Sewer Director: (352) 351-6718
  
  - 1.4. *Closing* - The delivery of the Grant of Easement and other documents identified in paragraph 8 to Buyer concurrently with the delivery of the Purchase Price to Seller.



- 1.5. *Closing Date* - The following, unless modified by other provisions of this Agreement (e.g. to provide Seller with an opportunity to cure title defects): July \_\_\_\_\_, 2018.
- 1.6. *Declarations* – The following instruments shall be collectively referred to as the Declarations:
  - 1.6.1. “Declaration of Covenants, Conditions and Restrictions for Windstream”, as recorded in O.R. Book 1280, Pages 293-310.<sup>a</sup>
  - 1.6.2. “Carriage Hill Subdivision Declaration of Covenants and Restrictions and Association Membership”, as recorded in O.R. Book 1385, Page 1734, together with the “Amendment to Carriage Hill Subdivision Declaration of Covenants and Restrictions and Association Membership”, as recorded in O.R. Book 3176, Page 1534, the several instruments entitled “Consent and Joinder to Amendment to Carriage Hill Subdivision Declaration of Covenants and Restrictions and Association Membership”, as recorded in O.R. Book 3176, Pages 1536-1578, and the “Certificate of Revitalization of Governing Documents for Carriage Hill Homeowners Association, Inc.”, as recorded in O.R. Book 6328, Page 1522 (which includes the “Carriage Hill Subdivision Revitalized Declaration of Covenants and Restrictions and Association Membership”, as recorded in O.R. Book 6328, Page 1524).
  - 1.6.3. “Declaration of Covenants, Conditions, Restrictions and Easements for Bellwether”, as recorded in O.R. Book 3019, Pages 1856-1899, together with the “Joinder in Declaration of Covenants, Conditions, Restrictions and Easements for Bellwether”, as recorded in O.R. Book 3019, Pages 1854-1855 and the “Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Bellwether”, as recorded in O.R. Book 3999, Pages 129-130.
- 1.7. *Easements* – Those rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, and other areas owned or used by the Seller in connection with the construction, reconstruction, installation, maintenance and operation of the Utilities which are to be purchased by Buyer as part of the Assets.
- 1.8. *Effective Date* - The date this Agreement is last executed by the Seller and Buyer.
- 1.9. *Grant of Easements* – The Grant of Water Utility Easements as set forth in the attached **Exhibit A**.
- 1.10. *Personal Property* – The Utilities, including all tangible personal property described in the Bill of Sale attached hereto as **Exhibit B**, together with all other tangible personal property located within the Subdivisions and currently used, or available for use, in the operation of the Utilities.

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<sup>a</sup> Unless expressly stated otherwise, all references to Public Records herein are intended to refer to the Public Records of Marion County, Florida.

- 1.11. *Purchase Price* – Shall mean the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).
  - 1.12. *Seller* – Windstream Utilities Company, a Florida corporation, whose address is: 3002 NW 10<sup>th</sup> St, Ocala, Florida 34475.
  - 1.13. *Subdivisions* – shall include:
    - 1.16.1 *Windstream* according to the Plat thereof as recorded in Plat Book X, Pages 34-35; and
    - 1.16.2 *Carriage Hill* according to the Plat thereof as recorded in Plat Book Y, Pages 47-48; and
    - 1.16.3 *Bellwether* according to the Plat thereof as recorded in Plat Book 6, Pages 55-56.
  - 1.14. *Utilities or Systems* – The following water systems serving the Subdivisions, which shall include all potable water pipes, water mains, water services, fire hydrants, and other appurtenant facilities located within the Subdivisions.
    - 1.14.1. *Windstream Water System* – The water transmission, and distribution systems (including Utilities and consumable items) currently owned and utilized by Seller in its water processing and distribution facilities known as the “Windstream Water System.”
    - 1.14.2. *Carriage Hill Water System* – The water transmission, and distribution system (including consumable items) currently owned and utilized by Seller in its water processing and distribution facilities known as the “Carriage Hills Water System.”
    - 1.14.3. *Bellwether Water System* – The water transmission and distribution system (including consumable items) currently owned and utilized by Seller in its water processing and distribution facilities known as the “Bellwether Water System.”
2. **Purchased Assets.** Subject to the terms of this Agreement Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, accept and pay for all of the right, title and interest, in and to the following Purchased Assets, which are described with specificity in **Exhibit A** and **Exhibit B** attached hereto and made a part hereof:
- 2.1. Utilities, Components, and Other Facilities. The following assets for each of the Utilities or systems owned by the Seller and more specifically described in **Exhibit B** hereof:
    - 2.1.1. For each Water System, all water transmission, distribution, and other water facilities of every kind and description whatsoever including, without limitation, all trade fixtures, leasehold improvements, transmission pipes or facilities, valves, meters, water service connections, and all other water facilities and property installations in use in connection with the operation of the Utilities or Water Systems by Seller.



- 2.2. Equipment. Inventory of all consumables owned by the Seller and utilized by the Seller exclusively in connection with the operation of the Utilities, as more particularly described in Exhibit B hereof.
- 2.3. Easements and Other Rights. All rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, and other areas owned or used by the Seller in connection with the construction, reconstruction, installation, maintenance and operation of the Utilities and the Purchased Assets (collectively referred to as the "Easements"). The Easements are more particularly described in Exhibit A hereof.
- 2.4. Customer Records and Supplier Lists. All current customer records and supplier lists, as-built drawings, as-built surveys and water plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, accounting and customer records, customer service agreements or other agreements for the provision of service by Seller, Utilities operation and maintenance records and all reproducible documents, mylars, sepias, and other original documents used or held for use with the Utilities and all other information and business records in the possession of the Seller that relate to the operation and maintenance of the Utilities. The Seller may make copies of its books and records, at its expense, before transferring the original or copies of the books and records to the Buyer. The Buyer agrees that the Seller may have access to such records pursuant to the Public Records Act.
- 2.5. Certificates, Permits and Approvals. Subject to all necessary regulatory approvals and to all conditions, limitations or restrictions contained therein, all existing original certificates, permits, and other governmental authorizations and approvals of any kind in the possession of Seller necessary to operate and maintain the Utilities in accordance with all governmental requirements. Buyer shall at its own expense, prior to the Closing Date, (a) obtain any permits necessary for the operation of the Utilities and (b) obtain all governmental authorizations and approvals necessary to transfer such permit or permits to Buyer. The Seller agrees to execute necessary forms required by governmental agencies to transfer such permits and approvals to Buyer. Upon such transfer, Buyer shall assume all of Seller's future obligations under such permits and approvals. These certificates, permits, and approvals shall include any such certificates, permits, and approvals related to work-in-progress, if any.
- 2.6. Customer Deposits. Cash to be paid after final billing cycle is completed by cashier's check or wire transfer in an amount which represents the customers' water and sewer service security deposits and accrued interest held by the Seller with respect to each of the Utilities. In consideration for the transfer by the Seller of these customers' deposits to the Buyer, the Buyer agrees to continue to provide utility services to those customers for which a deposit is held.
- 2.7. As Is Purchase. Except as expressly provided herein, the transfer of the Assets by the Seller under this Agreement is "AS IS" and the Seller makes no representations, covenants, warranties or retention and assumption of liabilities other than those specifically set forth in this Agreement, including but not limited to, any representations, covenants, warranties or retention and assumption of liabilities in respect to environmental matters. At closing, the Seller shall

additionally transfer all applicable permits from any agency and the Seller's rights and choses in action against the vendors, engineers, design professional, architects, surveyors, sub-contractors and others under their respective contracts.

3. **Purchase Price.** The purchase price equals Two Hundred and Fifty Thousand Dollars (\$250,000.00).

4. **Inspection Period and Survey.**

4.1. Existing Documentation.

4.1.1. Within ten (10) days of the Effective Date of this Agreement Seller will provide to Buyer the following documents to the extent they are in the possession of, or available to, Seller:

- a. All prior surveys, topographical maps, site plans or other renderings of the Purchased Assets.
- b. All prior title insurance policies, commitments, or other title information regarding the Purchased Assets.
- c. All environmental, wetlands, soil, or biological reports, studies or assessments.
- d. Access during business hours, and on not less than 24 hours written notice, to Seller's records and facilities concerning the Utilities for inspection to assist Buyer in acquainting itself with the operation of each System, provided, however, that not such inspection, shall materially interfere with the operation of any System or day-to-day activities of Seller's personnel.

4.1.2. Prior to closing hereunder, Seller shall, upon request of Buyer, provide such other documents and information relating to the Purchased Assets and Utilities as Buyer may reasonably request and which are in Seller's possession or under Seller's control.

4.2. Buyer's Inspection of the Property. During the Inspection Period, Buyer shall have the right to make all inspections of the condition of the Purchased Assets which it may deem necessary, including, but not limited to soil borings, percolation tests, engineering, environmental and topographical studies, inspections of zoning and the availability of utilities, all of which inspections shall be undertaken at Buyer's sole cost and expense. After completing its inspection of the Purchases Assets, Buyer shall, at its sole cost and expense, repair and replace any damage is has caused to the Purchased Assets.

4.3. Buyer's Right to Terminate During the Inspection Period. In the event that Buyer's inspection of the Purchased Asset is unsatisfactory to Buyer for any reason whatsoever, Buyer may deliver to Seller, prior to 5:00 p.m. Easter Time in effect on the final day of the Inspection Period, written notice of its election to terminate this Agreement (the "Termination Notice"). Upon Seller's timely receipt of the Termination Notice, neither Buyer nor Seller shall have any further rights or



obligations hereunder except as otherwise expressly provided herein as surviving termination.

5. **Taxes.** Tangible property taxes attributable to the Purchased Assets shall be allocated between Seller and Buyer on the basis of the number of days in the applicable Tax year of Seller elapsed through and including the Closing Date (which portion shall be allocated to Seller) as compared with the number of days in such Tax year elapsing after the Closing Date (which portion shall be allocated to Buyer). Seller shall be responsible for the payment, to any appropriate Governmental Body, of all tangible property taxes attributable to the Purchased Assets through the date of closing.
6. **Seller's Representations and Warranties.** In order to induce Buyer to enter into this Agreement, Seller hereby makes the following representations and warranties.
  - 6.1. Seller has no knowledge of, and Seller has not received notice of, pending or threatened condemnation or similar proceeding affecting the Assets or any portion thereof.
  - 6.2. Seller has no knowledge of actual or threatened action, litigation or proceeding by any organization, person, individual or governmental agency against either the Seller or the Purchased Assets that could reasonably be expected to have an adverse impact on the Purchased Assets or the use thereof.
  - 6.3. To the best of its knowledge, the Personal Property associated with the Utilities is in compliance with, and the Seller has not violated during the time of Seller's ownership of such Personal Property, in connection with the ownership, use, maintenance, or operation of any Personal Property or the associated Purchased Assets, applicable environmental federal state county, or local laws relating to pollution or protection of the environment, including but not limited to, the Comprehensive Environmental Response, compensation and Liability Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act ("Environmental Laws"). Seller has not authorized the placing or depositing of hazardous substances by the Purchased Assets of the Utilities except, if at all, in accordance with the applicable Environmental Laws, and Seller has no knowledge of any hazardous substance having been, or currently being, placed or deposited by the Purchased Assets except in accordance with such laws.
  - 6.4. The Utilities are in full compliance with all construction and development approvals, permits, and requirements and all applicable building codes, health, safety, and fire codes, environmental, zoning, and land use laws, and other local, state, and federal laws and regulations, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. 12101). Seller has not entered into any agreements with any local, state, or federal governmental entity relating to any of the foregoing which has not been disclosed to Buyer. Seller agrees that Buyer may contact governmental authorities having jurisdiction over the aforesaid matters for the purpose of determining compliance of the Purchased Assets as aforesaid, and that Seller will cooperate with Buyer in connection with any such inquiry in all reasonable manners and respects.
  - 6.5. There are no outstanding contracts made by Seller for any improvements to the Purchased Assets which has not been fully paid and satisfied.

7. **Pending Closing.**

- 7.1. Business Conduct. Except as otherwise consented to in writing by Buyer, whose consent shall not be unreasonably withheld, delayed or conditioned, for the period beginning on the date of execution of this Agreement and ending on the Closing Date, Seller shall:
- 7.1.1. Operate the Utilities in, and only in, the usual, regular and ordinary course and nevertheless comply with all applicable governmental requirements and law;
  - 7.1.2. Maintain all of the material structures, equipment, permits and other tangible personal property of the Utilities in good repair, order and condition, except for depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;
  - 7.1.3. Keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it for the Utilities;
  - 7.1.4. Perform in all material respects all of its obligations under agreements, contracts and instruments relating to or affecting the properties, assets and operation of the Utilities;
  - 7.1.5. Subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative judicial procedures or proceedings applicable to particular permits, comply in all material respect with all statutes, laws, ordinances, rules and regulations applicable to it and to the operation of the Utilities;
  - 7.1.6. Promptly advise the Buyer, in writing, of any material change which adversely affects the operation of any of the Utilities;
  - 7.1.7. Not enter into any transaction, including without limitation, the purchase, sale or exchange of property the value of which exceeds \$5,000.00 in the aggregate, which relates to the Utilities or take any action which reduces the value of the Utilities by more than \$5,000.00, except in furtherance of this Agreement, or the rendering of any service to Seller except in the ordinary course of and pursuant to the reasonable requirements of the business of Seller; and
  - 7.1.8. Subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative or judicial procedures or proceedings applicable to particular permits, comply with all permit requirements applicable to each of the Utilities and obtain all necessary permit extensions or renewals such that such permits are valid as of the Closing Date.
- 7.2. Ongoing Systems Construction. No renovation or other construction activities on the Utilities is currently anticipated to be ongoing as of the Closing Date. If any such ongoing construction or renovations are necessary for the continued operation and upkeep of the Utilities and are not anticipated to be completed prior to the



Closing Date, Seller shall provide Buyer with a list of any such activities five (5) days prior to the Closing Date which delineates the System on which such activity is taking place, the details of the activity undertaken, the parties performing such activities, the percentage of the project completed and the anticipated completion date.

8. **Closing.**

- 8.1. Closing Date. The Closing of the transaction contemplated by this Agreement, subject to satisfaction (or waiver) of all contingencies set forth in this Agreement, shall occur on \_\_\_\_\_, 2018.
- 8.2. Place of Closing. The Closing shall occur in Marion County, Florida at the office of counsel for Buyer or any other location designated by Buyer.
- 8.3. Seller's Obligations at Closing. At the Closing, Seller shall:
- 8.3.1. Execute and deliver a Grant of Water Utility Easements in favor of Buyer, which shall be identical or substantially similar to the attached **Exhibit A.**
  - 8.3.2. Execute and deliver a Bill of Sale transferring the Personal Property to Buyer, which shall be identical or substantially similar to the attached **Exhibit B.**
  - 8.3.3. Deliver evidence satisfactory to Buyer of the authority of the party executing the Grant of Water Utility Easements and Bill of Sale on behalf of Seller to Buyer; provided, however, this requirement shall not be applicable if Seller is an individual or group of individuals.
  - 8.3.4. Execute and deliver a general assignment by the Seller of all other interest in the Purchased Assets, together with a general assignment of all contracts, agreements, permits and approvals as provided for herein.
  - 8.3.5. Deliver all business records sold to the Buyer hereby.
  - 8.3.6. Deliver all permits, governmental authorizations and approvals, together with applications for or transfer approvals from any and all agencies that have issued such permits, authorizations and approvals.
  - 8.3.7. Deliver such other instruments and documents in form approved by the Buyer's counsel as may be reasonably required in order to transfer ownership and possession of the Purchased Assets to the Buyer; provided that none of such documents shall result in any additional liability on the part of the Seller not otherwise provided in this Agreement.
  - 8.3.8. Deliver the customer deposits as of the closing date as described in paragraph 2.6, herein.
  - 8.3.9. Deliver possession of the Purchased Assets to Buyer free and clear of any rights of ownership or possession by third parties or Seller.

8.3.10. Execute and deliver to Buyer a copy of a closing statement showing the computation of the funds due from Buyer pursuant to this Agreement.

8.3.11. Pay all recording fees to be incurred for the recording of documents necessary to place Seller's record title to the Purchased Assets in the condition required for the performance of Seller's obligations under this Agreement.

8.4. Buyer's Obligations at Closing. At the Closing, Buyer shall.

8.4.1. Cause the balance of the Purchase Price to be paid to Seller.

8.4.2. Execute and deliver to Seller a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.

8.5. Adjustments at Closing.

8.5.1. If at the time of Closing, any liens other than liens arising as a result of the actions of Buyer's agents and contractors on the Purchased Assets shall exist on the Property which can be discharged by the payment of money, Buyer shall have the option to discharge the same and deduct the costs thereof from the Purchase Price otherwise payable to Seller.

8.5.2. Any bills for electricity and other utility services for all of the Utilities tendered prior to closing shall remain the responsibility of Seller.

8.6. Following Closing:

8.6.1. Within ten (10) days after the Closing Date, the Seller will render bills in its name to all customers for the last month of service through the Closing Date. All rates, fees and charges for water services for each System through the Closing Date shall be the property of the Seller. The Seller shall include a written notice to each customer of all Systems that the applicable System has been transferred to the Buyer. All rates, fees, and charges for water or wastewater service after the Closing Date shall be the property of the Buyer. Subject to state law, Buyer agrees to disconnect service from any customer of any System who fails to pay Seller amounts owed Seller through the Closing Date upon notification to Buyer by Seller that such amounts are sixty (60) days past due.

8.6.2. The Seller shall request all of its suppliers and vendors to submit final invoices for services, materials, and supplies, including electricity, for the period up to and including the Closing Date. The Seller shall be responsible for, and shall provide to the Buyer, upon request, evidence of the payment of all such invoices through the Closing Date.

8.6.3. For those customers of each System who are connected to and receiving water service or wastewater from the Seller on the Closing Date and have paid connection, plant capacity, main extension, or capital charges ("Connector Charges") to the Seller, then such Connector Charges previously paid that specifically apply to the potable water service being



received shall be retained by the Seller. For those customers of each System who on the Closing Date are not connected to and receiving service from the Seller, have paid Connection Charges to the Seller, and to whom the Seller has extended completely all pipelines necessary to provide service, then the Seller may retain main extension charges previously paid that specifically apply to the pipelines extended (water main extension charges for water pipelines, wastewater main extension charges for wastewater pipelines), and the Seller shall pay to the Buyer and the Buyer shall receive all other Connection Charges paid by such customers. All other Connection Charges received prior to the Closing Date by the Seller from customers of each System who have not connected to that System, shall be deemed the property of the Buyer, and shall be paid to the Buyer. All bills for other services, materials and supplies rendered in connection with the operation of each System prior to Closing shall be paid by Seller.

- 8.7. Revenues after Closing. Seller accounts receivable for pre-closing billed and unpaid revenues for each System will be collected by the Buyer for a one (1) month period following the Closing Date and transferred back to Seller as collected at no cost to the Seller. In addition, revenues generated by each System prior to the Closing Date but not collected as well as amounts due for pre-closing services provided by the Seller will be billed by the Buyer during the one (1) month period following the Closing Date and transferred to Seller on a monthly basis as collected at no charge to Seller. Buyer shall be under no obligation to institute legal proceedings to collect any amounts due and payable to Seller under this paragraph, however, Buyer shall provide reasonable assistance to Seller in pursuing any such claims.

9. **Certain Agreements.**

- 9.1. Contracts and Agreements. The Buyer shall take title to the Purchased Assets encumbered only by those developer or service contracts, vendor contracts and other agreements binding upon Seller and affecting the operation and maintenance of the Systems that are listed on Exhibit B attached to and incorporated in this Agreement which will be assigned to and assumed by the Buyer. Notwithstanding anything to the contrary stated in this Agreement, the Buyer is not assuming and has no obligation to honor any prepaid or discounted connections or customers for properties of any System that are not connected to that System after the effective date of this Agreement.
- 9.2. New Agreements. After the date of the execution of this Agreement, the Seller shall notify the Buyer of all requests for service agreements and the terms thereof and shall provide a copy of the proposed agreement to the Buyer. The Buyer shall approve or disapprove, in writing, such proposed agreement within twenty (20) days of its receipt of the proposed agreement. The Buyer shall not unreasonably withhold, delay or condition its approval of the execution by the Seller of any such agreement. The Buyer shall be required to grant its consent to proposed agreements which are consistent with Seller's existing PSC-approved service availability policy for the applicable System, and which also clearly notify the prospective customer that the Buyer is acquiring the System and identify that future terms of service after the Closing Date shall be governed by applicable ordinances and

resolutions of the Buyer. In the event the Buyer disapproves a proposed agreement(s) which is in accordance with existing PSC approved agreements and existing PSC-approved service availability policy, then the Buyer shall, to the extent allowed by law, and subject to the limitations imposed by Section 768.28, Florida Statutes, and other relevant law, indemnify and hold Seller harmless for any and all liability, claims or damages made by any person, firm, corporation, public or private, arising out of the County's refusal to approve such agreement(s). Once a proposed agreement is approved by the Buyer, the Buyer shall accept the terms of the approved agreement subsequent to the Closing Date in accordance with its terms. The Seller shall not cause any agreement to be modified after the date of the execution of this Agreement without the prior written approval of Buyer, which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary set forth herein, the Seller need not obtain the Buyer's approval to enter into developer or service agreements that (1) individually do not commit in excess of ten (10) equivalent residential connections ("ERCs") of water service capacity, (2) individually do not involve obligations in excess of \$5,000, and (3) that in the aggregate do not commit in excess of three hundred (300) ERCs of water service capacity.

10. **Risk of Loss.** Seller shall bear the risk of loss or damage to, or destruction of, improvements situated on the Purchased Assets or any portion of the Purchased Assets from any and all causes whatsoever up to and including the date and time of the Closing. The doctrine of equitable conversion shall not apply to this transaction.

11. **Notices.**

11.1. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the parties at the following addresses or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

11.1.1. If to Windstream Utilities Co.: L.E. "Butch" Dlouhy, Windstream Utilities Company, 3002 NW 10<sup>th</sup> Street, Ocala, Florida, 34475; email: [BDlouhy@embarqmail.com](mailto:BDlouhy@embarqmail.com)

a. With a copy to: Blanchard, Merriam, Adel & Kirkland, P.A., c/o Brad Tropello, 4 SE Broadway Street, Ocala, Florida, 34471; email: [BTropello@bmaklaw.com](mailto:BTropello@bmaklaw.com)

11.1.2. If to City: Sean Lanier, PE, CFM, City of Ocala Water and Sewer Director, 1805 NE 30<sup>th</sup> Avenue Building 600, Ocala, Florida, 34470; email: [SLanier@Ocalafl.org](mailto:SLanier@Ocalafl.org)

a. With a copy to Rusella Bowes-Johnson 1805 NE 30<sup>th</sup> Avenue Building 600, Ocala, Florida, 34470; email: [RJohnson@Ocalafl.org](mailto:RJohnson@Ocalafl.org)

11.2. Each such notice shall be deemed delivered:



- 11.2.1. On the date delivered if by personal delivery;
- 11.2.2. On the date of facsimile transmission if by facsimile, unless such date is not a business day, or such transmission occurs after 5:00 p.m., in which case such notice shall be deemed delivered on the business day immediately following the day on which the facsimile transmission occurs; and
- 11.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; or (c) the date upon which notice is designated by the postal authorities as not delivered.
- 11.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 11.4. If the above provisions require notice to be delivered to more than more person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
12. **Time.** Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and national legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 o'clock p.m. on the next business day.
13. **Assignment.** Buyer may not assign this Agreement, in whole or in part, without Seller's written consent. In the event of such assignment, Buyer shall not be released from its obligations under the Agreement.
14. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
15. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida.
16. **Headings.** The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction for any provisions hereof.
17. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
18. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses



even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

19. **Severability.** In the event any of the terms and provisions of this Agreement are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of all of the remaining terms and provision of this Agreement.
20. **Signatures by Facsimile.** It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile copies and not originals in any litigation, both parties simply waive and relinquish any such defense.
21. **Mutuality of Negotiation.** Buyer and Seller acknowledge that this Agreement is a result of negotiations between Buyer and Seller and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
22. **Time Is of the Essence.** Time is of the essence of this Agreement.
23. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
24. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
25. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or released

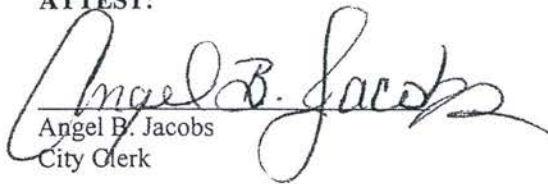
orally, but only by an agreement in writing signed by the parties against whom enforcement of such change, modification or discharge is sought.

26. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
27. **Exhibits.** Any Exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
28. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
29. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
30. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

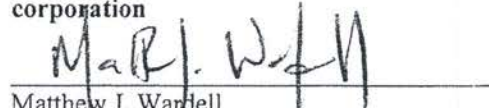
**INTENTIONAL PAGE BREAK – SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

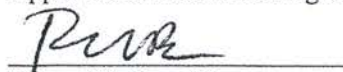
ATTEST:

  
Angel B. Jacobs  
City Clerk


City of Ocala, a Florida municipal corporation

  
Matthew J. Wardell  
President, Ocala City Council

Approved as to form and legality

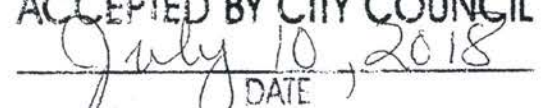
  
Robert W. Batsel Jr.  
Assistant City Attorney

Windstream Utilities Company, a Florida corporation

By:   
L. E. "Butch" Dlouhy, as President

E:\CITY\WATER\Windstream Utility Purchase 2018\Contract\Final Contract and Exhibits\Windstream Utility Purchase Agreement  
RWB Clean 06-07-2018.docx



ACCEPTED BY CITY COUNCIL  
  
DATE  
OFFICE OF THE CITY CLERK



**This Document Prepared By:**  
Robert W. Batsel, Jr., Esquire  
Gilligan, Gooding Franjola & Batsel, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471

**Return to:**  
City of Ocala  
1805 NE 30th Avenue  
Ocala, FL 34470

Project: City/Water/Windstream  
Doc Stamps: \$.70

**EXHIBIT A**

**GRANT OF WATER UTILITY EASEMENTS**

**THIS INDENTURE**, made this June 21<sup>st</sup>, 2018, by Windstream Utilities Company, a Florida not for profit corporation, whose address is 3002 NW 10th Street, Ocala, Florida 34475 ("Grantor"), and City of Ocala, a Florida municipal corporation, whose address is 1805 NE 30th Avenue, Ocala, Florida 34470 ("Grantee").

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following:

1. All of its rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways streets and other areas owned or used by the Grantor in connection with the construction, reconstruction, installation, maintenance and operation of the potable water pipes, water mains, water services, fire hydrants, and other appurtenant facilities, equipment and related facilities (all of which items being referred to as the "Utilities") over, under, across and on the following described land, situate, lying and being in Marion County, Florida: the real property within the boundaries of the following subdivisions (hereinafter referred to as the "Easement Area"):

*Windstream* according to the Plat thereof as recorded in Plat Book X, Pages 34-35, Public Records of Marion County, Florida;

*Carriage Hill* according to the Plat thereof as recorded in Plat Book Y, Pages 47-48, Public Records of Marion County, Florida; and

*Bellwether* according to the Plat thereof as recorded in Plat Book 6, Pages 55-56, Public Records of Marion County, Florida.

2. A perpetual easement for the potable water pipes, water mains, water services, and fire hydrants (all of which items being referred to as the "Utilities") over, under, across and on the following described land, situate, lying and being in Marion County, Florida:

Tract "A", WINDSTREAM, as per plat thereof recorded in Plat Book "X", Pages 34-35 of the Public Records of Marion County, Florida.

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Utilities; (b) the right to decrease or increase, or to change the quantity and type of, the Utilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Utilities; and (d) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance of the Utilities and for the enjoyment and use of such easement for the purposes described above. No buildings, structures, or obstacles (except fences) within the Easement Area shall be located, constructed, excavated or created within the Easement Area. Any proposed fence installation with appropriate gates must be approved by the City of Ocala Water and Sewer Department and must allow ready access to Grantee's Facilities.

Grantor does hereby fully warrant the title to its easement rights within the Easement Area and will defend the same against the lawful claims of all persons whatsoever.

**INTENTIONAL PAGE BREAK – SIGNATURE PAGE FOLLOWS**

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

Windstream Utilities Company, a Florida corporation

By: [Signature]  
L.E. "Butch" Dlouhy as President

[Signature]  
Witness

Brad Trepello  
Print Witness Name

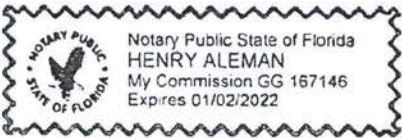
[Signature]  
Witness

Mary Aleman  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2018, by L.E. "Butch" Dlouhy as President of Windstream Utilities Company, a Florida corporation, a Florida ~~not~~ for profit corporation, on behalf of such corporation.

[Signature]  
Notary Public, State of Florida  
Name: Henry Aleman  
(Please print or type) FSD 6-21-18



Commission Number:  
Commission Expires:

Notary: Check one of the following:  
 Personally known OR  
 Produced Identification (if this box is checked, fill in blank below).  
Type of Identification Produced: \_\_\_\_\_



**EXHIBIT B**

**BILL OF SALE**

Know All Men<sup>1</sup> by These Presents, that Windstream Utilities Company, a Florida corporation, whose address is 3002 NW 10th Street, Ocala, Florida 34475 (the "Seller"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars lawful money of the United States, to it paid by City of Ocala, a Florida municipal corporation (the "Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Buyer, its executors, administrators and assigns the following (the "Property"):

The potable water utility system, including all potable water pipes, water mains, water services, fire hydrants and other appurtenant facilities located within Windstream according to the Plat thereof as recorded in Plat Book X, Pages 34-35, Public Records of Marion County, Florida, Carriage Hill according to the Plat thereof as recorded in Plat Book Y, Pages 47-48, Public Records of Marion County, Florida, and Bellwether according to the Plat thereof as recorded in Plat Book 6, Pages 55-56, Public Records of Marion County, Florida, (the "Utilities") together with all other tangible personal property located within the aforementioned subdivisions and currently used, or available for use, in connection with the operation of such utilities. A list of such Utilities, components, facilities, equipment, customer records, supplier lists, certificates, permits, government approvals, customer deposits, and assigned and assumed contracts listed on the attached **Exhibit 1** attached hereto and incorporated herein. This excludes, does not transfer, and shall no effect on any improvements located on Tract "A", WINDSTREAM, as per plat thereof recorded in Plat Book "X", Pages 34-35 of the Public Records of Marion County, Florida ("Real Property"), which are not necessary to operate the water utility system(s) described above. The Buyer shall in good faith and to the extent possible, operate and takeover said Utilities, so as not to interfere with Seller's attempt to turn the Real Property into one or two marketable lots for residential use.

To Have and to Hold the same unto the Buyer, its executors, administrators and assigns forever.

AND it does, for itself and its heirs, executors and administrators, covenant to and with the Buyer, its executors, administrators and assigns, that it is the lawful owner of the Property; that the Property is free from all encumbrances; that Seller has good right to sell the Property, and that it will warrant and defend the sale of the Property, hereby made, unto the Buyer, its executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

**INTENTIONAL PAGE BREAK – SIGNATURE PAGE FOLLOWS**

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<sup>1</sup> As utilized herein, all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the context may permit or require.

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

Windstream Utilities Company, a Florida corporation

[Signature]  
Witness  
Bred Trope/lo  
Print Witness Name

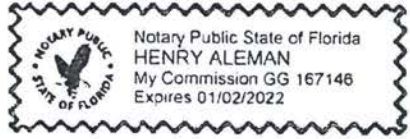
By: [Signature]  
L.E. "Butch" Dlouhy as President

[Signature]  
Witness  
Max Aleman  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF Mason

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2018, by L.E. "Butch" Dlouhy as President of Windstream Utilities Company, a Florida corporation, a Florida ~~not~~ for profit corporation, on behalf of such corporation.

[Signature]  
Notary Public, State of Florida  
Name: [Signature]  
(Please print or type) 6-21-18



Commission Number:  
Commission Expires:

Notary: Check one of the following:  
 Personally known OR  
 Produced Identification (if this box is checked, fill in blank below).  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT 1**  
**SCHEDULE OF PERSONAL PROPERTY AND PURCHASED ASSETS**

1. All ownership interest in Permit No. 3010 issued for Project Name: Windstream Water Plant by the Saint Johns River Water Management District Department of Resource Management on July 25, 2013, together with all rights conferred by such permit, attached hereto as Exhibit 1A and incorporated herein.
2. All contractual, legal or equitable rights of Seller to concerning customers of Seller currently served by Seller and the Property described in this Bill of Sale, including but not limited to those customers listed on the attached Exhibit 1B.
3. All ownership interest and rights conferred by and through that specific Water Tariff for Windstream Utilities Company, attached hereto as Exhibit 1C.



**CLASS "C"**

**WATER and/or WASTEWATER UTILITIES**

(Gross Revenue of Less Than \$200,000 Each)

# ***ANNUAL REPORT***

WU385-17-AR

**Windstream Utilities Company**

EXACT LEGAL NAME OF RESPONDENT

**427-W**

Certificate Number(s)

*Submitted To The*

***STATE OF FLORIDA***



***PUBLIC SERVICE COMMISSION***

**FOR THE**

**YEAR ENDED DECEMBER 31, 2017**



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Officers and Directors  
Windstream Utilities Company  
Ocala, FL 34478

Management is responsible for the financial statements of Windstream Utilities Company, included in the accompanying Annual Report, which comprise the statement of assets, liabilities, and equity of Windstream Utilities Company as of December 31, 2017 and the statement of revenue and expenses for the year ended December 31, 2017 in accordance with the requirements of the Public Service Commission of the State of Florida. We have performed a compilation engagement in accordance with Standards for Accounting and Review Services promulgated by the Accounting and Review Services committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying Annual Report.

The financial statements included in the accompanying Annual Report are presented in accordance with the requirements of the Public Service Commission of the State of Florida, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

The remaining information not included on the statement of assets, liabilities, and equity and the statement of revenue and expenses has been prepared by management, and we assume no responsibility for such information.

This report is intended solely for the information and use of the Public Service Commission of the State of Florida and management. The report is not intended to be and should not be used by anyone other than these specified parties.

CJN&W CPAs  
June 14, 2018

## GENERAL INSTRUCTIONS

1. Prepare this report in conformity with the 1996 National Association of Regulator Utility Commissioners (NARUC) Uniform System of Accounts for Water and Wastewater Utilities as adopted by Rule 25-30.115 (1), Florida Administrative Code
2. Interpret all accounting words and phrases in accordance with the Uniform System of Accounts (USOA). Commission Rules and the definitions on next page
3. Complete each question fully and accurately, even if it has been answered in previous annual report. Enter the word "None" where it truly and completely states the fact.
4. For any question, section, or page which is not applicable to the respondent enter the words "Not Applicable." Do not omit any pages
5. Where dates are called for, the month and day should be stated as well as the year
6. All schedules requiring dollar entries should be rounded to the nearest dollar
7. Complete this report by means which result in a permanent record. You may use permanent ink or a typewriter. Do not use a pencil
8. If there is not enough room on any schedule, an additional page or pages may be added provided the format of the added schedule matches the format of the schedule in the report. Additional pages should reference the appropriate schedules, state the name of the utility, and state the year of the report
9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statements should be made at the bottom of the page or on an additional page. Any additional pages should state the name of the utility and the year of the report, and reference the appropriate schedule
10. The utility shall file the original and two copies of the report with the Commission at the address below, and keep a copy for itself. Pursuant to Rule 25-30.110 (3), Florida Administrative Code, the utility must submit the report by March 31 for the preceding year ending December 31

Florida Public Service Commission  
Division of Economic Regulation  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

11. Pursuant to Rule 25-30.110 (7) (a), Florida Administrative Code, any utility that fails to file its annual report or extension on or before March 31, or within the time specified by any extension approved in writing by the Division of Economic Regulation, shall be subject to a penalty. The penalty shall be based on the number of calendar days elapsed from March 31, or from an approved extended filing date, until the date of filing. The date of filing shall be included in the days elapsed



## GENERAL DEFINITIONS

**ADVANCES FOR CONSTRUCTION** - This account shall include advances by or in behalf of customers for construction which are to be refunded either wholly or in part. (USOA)

**ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION** - this account shall include concurrent credits for allowance for funds used during construction based upon the net cost of funds used for construction and a reasonable rate upon other funds when so used. Appropriate regulatory approval shall be obtained for "a reasonable rate". (USOA)

**AMORTIZATION** - The gradual extinguishment of an amount in an account by distributing such amount over a fixed period, over the life of the asset or liability to which it applies, or over the period during which it is anticipated the benefit will be realized. (USOA)

**CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)** - Any amount or item of money, services, or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement or construction costs of the utilities property, facilities, or equipment used to provide services to the public. (Section 367.021 (3), Florida Statutes)

**CONSTRUCTION WORK IN PROGRESS (CWIP)** - This account shall include the cost of water and wastewater plant in process of construction, but not yet ready for services. (USOA)

**DEPRECIATION** - The loss of service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in the current operation and against which the utility is not protected by insurance. (Rule 25-30.140 (i), Florida Administrative Code)

**EFFLUENT REUSE** - The use of wastewater after the treatment process, generally for reuse as irrigation water or for in plant use. (Section 367.021 (6), Florida Statutes)

**EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WATER)-** (Rule 25-30.515 (8), Florida Administrative Code)  
(a) 350 gallons per day  
(b) The number of gallons a utility demonstrates in the average daily flow for a single family unit; or  
(c) The number of gallons which has been approved by the DEP for a single family residential unit.

**EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WASTEWATER )-** Industry standard of 80% of Water ERC or 280 gallons per day for residential use.

**GUARANTEED REVENUE CHARGE** - A charge designed to cover the utility's costs including, but not limited to, the cost of operation, maintenance, depreciation and any taxes, and to provide a reasonable return to the utility for facilities, a portion of which may not be used and useful to the utility or its existing customers. (Rule 25-30.515 (9), Florida Administrative Code)

**LONG TERM DEBT** - All Notes, Conditional Sales Contracts, or other evidences of indebtedness payable more than one year from date of issue. (USOA)

**PROPRIETARY CAPITAL** - (For proprietorships and partnerships only) - The investment of a sole proprietor, or partners, in an unincorporated utility. (USOA)

**RETAINED EARNINGS** - This account reflects corporate earnings retained in the business. Credits would include net income or accounting adjustments associated with correction of errors attributable to a prior period. Charges to this account would include net losses, accounting adjustments associated with correction of errors attributable to a prior period or dividends. (USOA)

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# **FINANCIAL SECTION**



REPORT OF

Windstream Utilities Company  
(Exact name of utility)

P.O. Box 4201 3002 NW 10th Street  
Ocala, Florida 34478-4201 Ocala, FL 34475 Marion  
Mailing Address Street Address County

Telephone Number (352) 620-8290 Date Utility First Organized March 22, 1984  
Fax Number N/A E-mail Address leslipool@embarqmail.com  
Sunshine State In-Call of Florida, Inc. Member No. WU1815

Check the business entity of the utility as filed with the Internal Revenue Service

Individua  Sub Chapter S Corporator  1120 Corporation  Partnership

Name, Address and Phone where records are located 3002 NW 10th Street  
Ocala, Florida 34475

Names of subdivisions where service is provided: Windstream, Carriage Hill & Bellwether Subdivisions

CONTACTS:

Name	Title	Principle Business Address:	Salary Charged Utility
Person to send correspondence: Lesli Poole	Vice President	P.O. Box 4201 Ocala, FL 34478	
Person who prepared this report: CJN&W CPAs	CPAs	2560 Gulf-to-Bay Blvd. Clearwater, FL.	
Officers and Managers: L.E. Dlouhy	President	P.O. Box 4201	\$ 116,400
Lesli Poole	Vice President	Ocala, FL 34478	-

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership In Utility	Principle Business Address:	Salary Charged Utility
Sharon Dlouhy Family Trust	60.0 %	P.O. Box 4201	N/A
Lesli Poole	13.4 %	Ocala, FL 34478	
Kimberly Ann Moffitt	13.3 %		
Christina L. Russell	13.3 %		

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other (1)	Total Company
Gross Revenue:					
Residential _____		\$ 41,836	\$ -		\$ 41,836
Commercial _____		16,502	-		16,502
Industrial _____			-		-
Multiple Family _____			-		-
Guarenteed Revenues _____			-		-
Other (Specify) _____		1,656	-		1,656
Total Gross Revenue _____		59,994	N/A	N/A	59,994
Operation Expense (Must tie to Pages W-3 and S-3)	W-3 S-3	361,197	N/A	N/A	361,197
Depreciation Expense _____	F-5	24,227	-		24,227
CIAC Amortization Expense _____	F-8	(17,679)	-		(17,679)
Taxes Other Than Income _____		5,181	-	-	5,181
Income Taxes _____	F-7	-	-		-
Total Operating Expenses _____		372,926	-		372,926
Net Operating Income (Loss)		(312,932)	N/A	N/A	(312,932)
Other Income:					
Nonutility Income _____		11,111	-	-	11,111
Interest Income _____		-	-		-
Other Deductions:					
Miscellaneous Nonutility Expenses _____		241			241
Interest Expense _____		8,392			8,392
AFUDC _____		-	-		-
Federal Taxes _____		(65,603)			(65,603)
Net Income (Loss)		\$ (244,851)	N/A	N/A	\$ (244,851)

COMPARATIVE BALANCE SHEET

Account Name	Reference Page	Current Year	Previous Year
<b>ASSETS:</b>			
Utility Plant In Service (101 - 105) _____	F-5, W-1, S-1	\$ 870,499	\$ 870,499
Accumulated Depreciation and Amortization (108) _____	F-5, W-2, S-2	(509,314)	(485,087)
Net Utility Plant _____		361,185	385,412
Cash _____		148,210	183,806
Customer Accounts Receivable (141) _____		2,719	3,412
Other Assets (Specify):			
Other Deferred Debits		3,040	6,080
Other Accounts Receivable		154,017	156,484
Note Receivable - Marion County		3,572,830	3,884,830
Prepayments		1,475	1,475
Total Assets _____		\$ 4,243,476	\$ 4,621,499
<b>LIABILITIES AND CAPITAL:</b>			
Common Stock Issued (201) _____	F-6	\$ 1,000	\$ 1,000
Preferred Stock Issued (204) _____	F-6	-	-
Other Paid In Capital (211) _____		20,400	20,400
Retained Earnings (215) _____	F-6		
Proprietary Capital (Proprietary and partnership only) (218) _____	F-6	3,433,448	3,678,299
Total Capital _____		3,454,848	3,699,699
Long Term Debt (224) _____	F-6	90,805	211,777
Accounts Payable (231) _____		439,685	434,431
Notes Payable (232) _____			
Customer Deposits (235) _____		2,513	2,613
Accrued Taxes (236) _____	F-7	2,700	2,819
Other Liabilities (Specify):			
Accounts Payable - Assoc Cc		(2,783)	36
Advances For Construction (252) _____		21,880	21,880
Contributions In Aid Of Construction - Net (271 - 272) _____	F-8	233,828	248,244
Total Liabilities and Capital _____		\$ 4,243,476	\$ 4,621,499



**GROSS UTILITY PLANT**

Plant Accounts: (101 - 107) Inclusive	Water	Sewer	Plant Other Than Reporting Systems	Total
Utility Plant In Service (101) _____	\$ 868,649	N/A	N/A	\$ 868,649
Construction Work In Progress (105) _____	1,850			1,850
Other (Specify) _____	-	-		-
_____				-
Total Utility Plant _____	\$ 870,499	N/A	N/A	\$ 870,499

**ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLAN**

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First Of Year _____	\$ 485,087	N/A	N/A	\$ 485,087
<u>Add Credits During Year:</u>				
Accruals charged to depreciation account _____	24,227	-		24,227
Salvage _____				-
Other credits (specify) _____				-
_____				-
Total credits _____	24,227			24,227
<u>Deduct Debits During Year:</u>				
Book cost of plant retired _____	-	-		-
Cost of removal _____		-		-
Other debits (specify) _____				-
_____				-
Total debits _____	-	-		-
Balance End of Year _____	\$ 509,314	N/A	N/A	\$ 509,314

**CAPITAL STOCK (201 - 204)**

	Common Stock	Preferred Stock
Par or stated value per share _____	\$ 1.00	\$ -
Shares authorized _____	1,000	-
Shares issued and outstanding _____	1,000	-
Total par value of stock issued _____	1,000	-
Dividends declared per share for year _____	None	None

**RETAINED EARNINGS (215)**

	Appropriated	Un-Appropriated
Balance first of year _____	N/A	\$ -
Charges during the year (specify):		
Current Year Income _____	-	
_____		
_____		
Balance end of year _____	\$ _____	\$ _____

**PROPRIETARY CAPITAL (218)**

	Proprietor or Partner	Partner
Balance first of year _____	\$ 3,678,299	N/A
Charges during the year (specify):		
Current year loss _____	(244,851)	
Rounding _____	-	
_____		
Balance end of year _____	\$ 3,433,448	\$ _____

**LONG TERM DEBT (224)**

Description of Obligation (Including Nominal Date of Issue and Date of Maturity)	Interest		Principal Per Balance Sheet Date
	Rate	# of Payments	
_____	_____ %	_____	\$ -
L.E. Dlouhy, 3/2015 - 8/2020	5.50 %	F	\$ 90,805
_____	_____ %	_____	-
_____	_____ %	_____	-
Total _____			\$ 90,805

**TAXES ACCRUED (236)**

(a)	WATER (b)	SEWER (c)	OTHER (d)	TOTAL (e)
Income Taxes:				
Federal income tax _____	\$ -	\$ -	N/A	\$ -
State income tax _____	-	-		
Taxes Other Than Income:				
State ad valorem tax _____	-	-		
Local property tax _____	-	-		
Regulatory assessment fee _____	2,700	-		2,700
Other (Specify): _____	-	-		
Total taxes accrued _____	\$ 2,700			\$ 2,700

**PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES**

Report all information concerning rate, management, construction, advertising, labor relations, public relations, or other similar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever, amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
Core & Main	\$ 1,337	\$ -	Repairs and Maintenance
CJN&W CPAs	9,200	-	Accounting
Coast Pump	943	-	Repairs and Maintenance
Earl's Well Drilling	2,625	-	Construction and Maintenance
Newco Mgmt	236,400	-	Plant Operations, management, etc.
Harold Ellzey	2,010	-	Repairs and Maintenance
Aqua Pure	1,560	-	Testing
Newco Services	10,935	-	Construction and Maintenance
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	



UTILITY NAME: Windstream Utilities Company

**YEAR OF REPORT**  
December 31, 2017

**CONTRIBUTIONS IN AID OF CONSTRUCTION (271)**

(a)	Water (b)	Wastewater (c)	TOTAL (d)
1. Balance first of year_____	\$ 526,944	N/A	\$ 526,944
2. Add credits during year:			
	3,263	-	3,263
3. Total_____	530,207	-	530,207
4. Deduct charges during year_____			
		-	-
5. Balance end of year_____	530,207		530,207
6. Less Accumulated Amortization_____	(296,379)		(296,379)
7. Net CIAC_____	\$ 233,828		\$ 233,828

**ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)**

Report below all developers or contractors agreements from which cash or property was received during the year	Indicate "Cash" or "Property"	Water	Wastewater
_____	_____	\$ -	\$ -
_____	_____		
_____	_____		
_____	_____		
Sub-total_____		NONE	NONE
<b>Report below all capacity charges, main extension charge: and customer connections charges received during th year.</b>			
Description of Charge	Number of Connections	Charge per Connection	
None			
_____			
_____			
_____			
Total Credits During Year (Must agree with line # 2 above)_____		\$ -	\$ -

**ACCUMULATED AMORTIZATION OF CIAC**

	Water	Wastewater	Total
Balance First of Year_____	\$ 278,700	N/A	\$ 278,700
Add Debits During Year:_____	17,679	-	17,679
	-	-	
Deduct Credits During Year:_____	-	-	
Balance End of Year (Must agree with line #6 above_____	\$ 296,379	\$ -	\$ 296,379

**WATER  
OPERATION  
SECTION**

**WATER UTILITY PLANT ACCOUNTS**

Acct. No. (a)	Account Name (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
301	Organization_____	\$ -	\$ -	\$ -	\$ -
302	Franchises_____	-	-	-	-
303	Land and Land Rights_____	17,248	-	-	17,248
304	Structure and Improvements_____	15,247	-	-	15,247
305	Collecting and Impounding Reservoirs_____	-	-	-	-
306	Lake, River and Other Intakes_____	-	-	-	-
307	Wells and Springs_____	61,616	-	-	61,616
308	Infiltration Galleries and Tunnels_____	-	-	-	-
309	Supply Mains_____	8,017	-	-	8,017
310	Power Generation Equipment_____	30,906	-	-	30,906
311	Pumping Equipment_____	38,438	-	-	38,438
320	Water Treatment Equipment_____	66,909	-	-	66,909
330	Distribution Reservoirs and Standpipes_____	437,577	-	-	437,577
331	Transmission and Distribution Mains_____	5,966	-	-	5,966
333	Services_____	8,870	-	-	8,870
334	Meters and Meter Installations_____	87,604	-	-	87,604
335	Hydrants_____	13,488	-	-	13,488
339	Other Plant and Miscellaneous Equipment_____	1,038	-	-	1,038
340	Office Furniture and Equipment_____	56,330	-	-	56,330
341	Transportation Equipment_____	9,069	-	-	9,069
342	Stores Equipment_____	-	-	-	-
343	Tools, Shop and Garage Equipment_____	352	-	-	352
344	Laboratory Equipment_____	-	-	-	-
345	Power Operated Equipment_____	926	-	-	926
346	Communication Equipment_____	6,190	-	-	6,190
347	Miscellaneous Equipment_____	1,858	-	-	1,858
348	Other Tangible Plant_____	1,000	-	-	1,000
	Total Water Plant_____	\$ 868,649	\$ -	\$ -	\$ 868,649

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.



ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

ACCT. NO. (a)	ACCOUNT NAME (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of year (f-g+h=i) (i)
301	Organization	-	- %	- %	\$ -	\$ -	\$ -	\$ -
302	Franchises	-	- %	- %	-	-	-	-
304	Structure and Improvements	28	- %	3.57 %	12,158	-	544	12,702
305	Collecting and Impounding Reservoirs	-	- %	- %	-	-	-	-
306	Lake, River and Other Intakes	-	- %	- %	-	-	-	-
307	Wells and Springs	27	- %	3.70 %	32,696	-	2,280	34,976
308	Infiltration Galleries and Tunnels	-	- %	- %	-	-	-	-
309	Supply Mains	35	- %	2.86 %	3,383	-	229	3,612
310	Power Generation Equipment	20	- %	5.00 %	21,185	-	1,546	22,731
311	Pumping Equipment	17	- %	5.88 %	30,058	-	-	30,058
320	Water Treatment Equipment	7	- %	14.29 %	66,909	-	-	66,909
330	Distribution Reservoirs and Standpipes	33	- %	3.03 %	182,016	-	13,259	195,275
331	Transmission and Distribution Mains	38	- %	2.63 %	2,796	-	156	2,952
333	Services	35	- %	2.86 %	3,436	-	254	3,690
334	Meters and Meter Installations	17	- %	5.88 %	51,391	-	5,074	56,465
335	Hydrants	45	- %	2.22 %	3,568	-	299	3,867
339	Other Plant and Miscellaneous Equipment	25	- %	4.00 %	403	-	42	445
340	Office Furniture and Equipment	6	- %	16.67 %	56,008	-	322	56,330
341	Transportation Equipment	6	- %	16.67 %	9,069	-	-	9,069
342	Stores Equipment	-	- %	- %	-	-	-	-
343	Tools, Shop and Garage Equipment	15	- %	6.67 %	352	-	-	352
344	Laboratory Equipment	-	- %	- %	-	-	-	-
345	Power Operated Equipment	12	- %	8.33 %	756	-	77	833
346	Communication Equipment	10	- %	10.00 %	6,045	-	145	6,190
347	Miscellaneous Equipment	10	- %	10.00 %	1,858	-	-	1,858
348	Other Tangible Plant	10	- %	10.00 %	1,000	-	-	1,000
	Totals				\$ 485,087		\$ 24,227	\$ 509,314

\* This amount should tie to Sheet F-5

**WATER OPERATION AND MAINTENANCE EXPENSE**

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees _____	_____
603	Salaries and Wages - Officers, Directors, and Majority Stockholders _____	_____
604	Employee Pensions and Benefits _____	_____
610	Purchased Water _____	_____
615	Purchased Power _____	7,490
616	Fuel for Power Production _____	881
618	Chemicals _____	414
620	Materials and Supplies _____	12,293
630	Contractual Services:	
	Billing _____	5,440
	Operator and Management _____	241,200
	Testing _____	1,560
	Other _____	14,780
640	Rents _____	17,976
650	Transportation Expense _____	13,181
655	Insurance Expense _____	3,752
665	Regulatory Commission Expenses (Amortized Rate Case Expense) _____	_____
670	Bad Debt Expense _____	_____
675	Miscellaneous Expenses _____	42,230
	Total Water Operation and Maintenance Expense _____	\$ 361,197 *

\* This amount should tie to Sheet F-3.

**WATER CUSTOMERS**

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
<b>Residential Service</b>					
5/8"	D	1.0	146	146	146
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
<b>General Service</b>					
5/8"	D	1.0			
3/4"	D	1.5	1	1	2
1"	D	2.5	-	-	-
1 1/2"	D,T	5.0	-	-	-
2"	D,C,T	8.0	-	-	-
3"	D	15.0			
3"	C	16.0	-	-	-
3"	T	17.5			
Unmetered Customers		1.0			
Other (Specify):					
<b>Total</b>			<b>147</b>	<b>147</b>	<b>148</b>

\*\* D = Displacement  
C = Compound  
T = Turbine



**PUMPING AND PURCHASED WATER STATISTICS**

MONTH (a)	Water Purchased For Resale (Omit 000's) (b)	Finished Water From Wells (Omit 000's) (c)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's) (d)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)] (e)	Water Sold To Customers (Omit 000's) (f)
January	-	1,952	-	1,952	1,752
February	-	1,661	-	1,661	1,535
March	-	2,186	-	2,186	1,381
April	-	2,574	-	2,574	1,959
May	-	2,819	-	2,819	2,336
June	-	1,931	-	1,931	1,981
July	-	1,946	-	1,946	1,335
August	-	2,000	-	2,000	1,543
September	-	1,822	-	1,822	1,541
October	-	2,103	-	2,103	1,395
November	-	1,963	-	1,963	1,646
December	-	1,900	-	1,900	1,723
Total for year	N/A	24,857	-	24,857	20,127

If water is purchased for resale, indicate the following

Vendor N/A  
 Point of Delivery N/A

If Water is sold to other water utilities for redistribution, list names of such utilities below

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MAINS (Feet)**

Kind of Pipe (Cast Iron, coated steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
PVC C900	6"	3,900	-	-	3,900
PVC 540	4"	3,500	-	-	3,500
PVC 540	6"	1,300	-	-	1,300
PVC C900	4"	3,000	-	-	3,000
PVC C900	8"	4,500	-	-	4,500



UTILITY NAME: Windstream Utilities Company  
 SYSTEM NAME: Windstream Utilities Company

<b>YEAR OF REPORT</b> December 31, 2017
--

**WELLS AND WELL PUMPS**  
(If Available)

(a)	(b)	(c)	(d)	(e)
Year Constructed _____	1983	1983	2000	
Types of Well Construction and Casing _____	6" Steel	4" Steel	8" Steel	
Depth of Wells _____	230'	200'	227'	
Diameters of Wells _____	6"	4"	8"	
Pump - GPM _____	150	90	500	
Motor - HP _____	10	7.5	60	
Motor Type * _____	Submersable	Submersable	Centrifugal	
Yeilds of Wells in GPD _____	216,000	129,600	720,000	
Auxillary Power _____	30 KW	-	-	
* Submersable, centrifugal, etc.				

**RESERVOIRS**

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete) _____	Steel			
Capacity of Tank _____	15,000			
Ground of Elevated _____	Ground			

**HIGH SERVICE PUMPING**

(a)	(b)	(c)	(d)	(e)
<b>MOTORS</b>				
Manufacturer _____	Franklin			
Type _____	Centrifugal			
Rated Horsepower _____	60			
(a)	(b)	(c)	(d)	(e)
<b>PUMPS</b>				
Manufacturer _____	Franklin			
Type _____	Submersable			
Capacity in GPM _____	740			
Average Number of Hours Operated Per Day _____	8			
Auxiliary Power _____	30 KW			

**SOURCE OF SUPPLY**

List for each source of supply (Ground, Surface, Purchased Water, etc)			
Gallons per day of source _____	.010 mgd	.057 mgd	_____
Type of source _____	Aquifer	Aquifer	_____

**WATER TREATMENT FACILITIES**

List for each Water Treatment Facility			
Type _____	Chlorination	_____	_____
Make _____	_____	_____	_____
Permitted Capacity (GPD)	144,000 gpd	_____	_____
High service pumping	_____	_____	_____
Gallons per minute _____ See Page W-5	500	_____	_____
Reverse Osmosis _____	N/A	_____	_____
Lime treatment	_____	_____	_____
Unit Rating _____	N/A	_____	_____
Filtration	_____	_____	_____
Pressure Sq. Ft. _____	N/A	_____	_____
Gravity GPD/Sq. Ft. _____	N/A	_____	_____
Disinfection	_____	_____	_____
Chlorinator _____	Skimmer Pump	_____	_____
Ozone _____	N/A	_____	_____
Other _____	N/A	_____	_____
Auxiliary Power _____	30 KW	_____	_____

**OTHER WATER SYSTEM INFORMATION**

Furnish information below for each system not physically connected with another facility. A separate page should be supplied where necessary

1.	Present ERC's * the system can efficiently serve	<u>148</u>
2.	Maximum number of ERC's * which can be served	<u>148</u>
3.	Present system connection capacity (in ERC's *) using existing lines	<u>148</u>
4.	Future connection capacity (in ERC's *) upon service area buildout	<u>Utility is built-out</u>
5.	Estimated annual increase in ERC's*	<u>None - Utility is built-out</u>
6.	Is the utility required to have fire flow capacity? If so, how much capacity is required?	<u>Yes - Marion County</u> <u>Minimum Marion County requirement: 500gpm x 2 hrs</u>
7.	Attach a description of the fire fighting facilities.	<u>High capacity pumping</u>
8.	Describe any plans and estimated completion dates for any enlargements or improvements of this system. <u>None</u>	
9.	When did the company last file a capacity analysis report with the DEP?	<u>None</u>
10.	If the present system does not meet the requirements of DEP rules, submit the following:	
	a. Attach a description of the plant upgrade necessary to meet DEP rules.	
	b. Have these plans been approved by DEP?	<u>N/A</u>
	c. When will construction begin?	<u>N/A</u>
	d. Attach plans for funding the required upgrading.	<u>N/A</u>
	e. Is this system under any Consent Order with DEP?	<u>No</u>
11.	Department of Environmental Protection ID #	<u>Windstream: 2-083-0045N</u>
12.	Water Management District Consumptive Use Permit #	<u>Windstream 3424645</u>
	a. Is the system in compliance with the requirements of the CUP?	<u>Yes</u>
	b. If not, what are the utility's plans to gain compliance?	<u>N/A</u>

\* An ERC is determined based on one of the following methods:  
 (a) if actual flow data are available from the preceding 12 months:  
 Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.  
 (b) If no historical flow data available are available for use:  
 $ERC = (Total\ SFR\ gallons\ sold\ (omit\ 000) / 365\ days) / 350\ gallons\ per\ day$



# **WASTEWATER OPERATION SECTION**

Note: The Company provided water service only; therefore,  
Pages S-1 through S-14 have been omitted

# CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief

- |              |           |   |
|--------------|-----------|---|
| YES<br>( X ) | NO<br>( ) | 1. The utility is in substantial compliance with the Uniform System C Accounts prescribed by the Florida Public Service Commissio in Rule 25-30.115 (1), Florida Administrative Code  |
| YES<br>( X ) | NO<br>( ) | 2. The utility is in substantial compliance with all applicable rules ar orders of the Florida Public Service Commission  |
| YES<br>( X ) | NO<br>( ) | 3. There have been no communications from regulatory agencie concerning noncompliance with, or deficiencies in, financial reportir practices that could have a material effect on the financial statement c the utility.  |
| YES<br>( X ) | NO<br>( ) | 4. The annual report fairly represents the financial condition and results operations of the respondent for the period presented and othe information and statements presented in the report as to the busines affairs of the respondent are true, correct and complete for the perio for which it represents |

ITEMS CERTIFIED

1.	2.	3.	4.
( X )	( X )	( X )	( X )

\_\_\_\_\_  
 (signature of chief executive officer of the utility) \*

1.	2.	3.	4.
( )	( )	( )	( )

\_\_\_\_\_  
 (signature of chief financial officer of the utility) \*

\* Each of the four items must be certified YES or NO. Each item need not be certified b both officers. The items being certified by the officer should be indicated in th appropriate area to the left of the signature

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly make a false statement in writing with the intent to mislead a public servant in th performance of his duty shall be guilty of a misdemeanor of the second degree

**Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Water Operations  
Class C**

Company: *Windstream Utilities Company*

For the Year Ended December 31, 2017

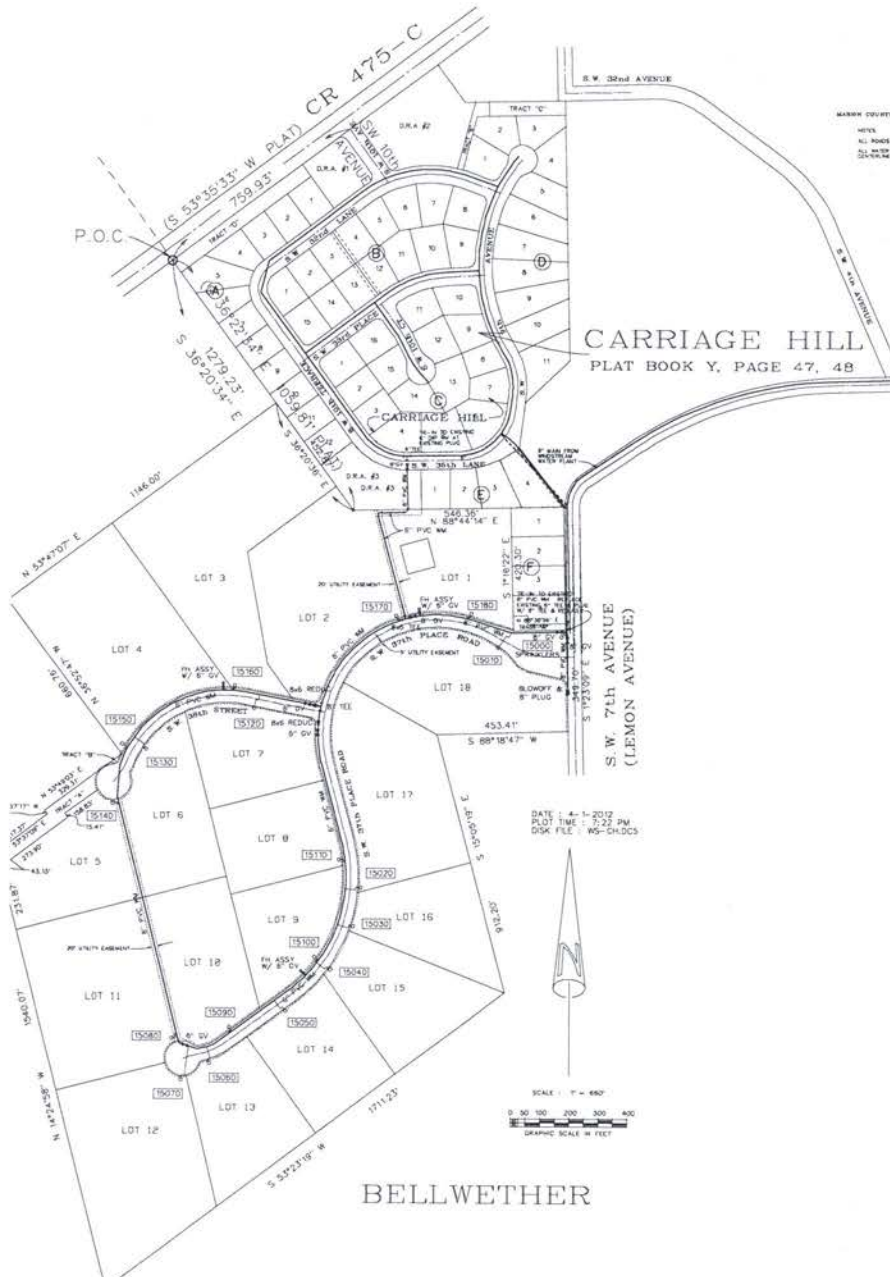
(a)	(b)	(c)	(d)
Accounts	Gross Water Revenues per Sch. F-3	Gross Water Revenues per RAF Return	Difference (b) - (c)
Gross Revenue:			
Residential	\$ 41,836	41,836	\$ -
Commercial	16,502	16,502	-
Industrial	-	-	-
Multiple Family	-	-	-
Guaranteed Revenues	-	-	-
Other (Irrigation)	1,656	1,656	-
<b>Total Water Operating Revenue</b>	<b>\$ 59,994</b>	<b>\$ 59,994</b>	<b>\$ -</b>
LESS: Expense for Purchased Water from FPSC-Regulated Utility	-	-	-
<b>Net Water Operating Revenues</b>	<b>\$ 59,994</b>	<b>\$ 59,994</b>	<b>\$ -</b>

Explanations:

Instructions:

For the current year, reconcile the gross water revenues reported on Schedule F-3 with the gross water revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).







# St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wehle, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

July 25, 2003

Windstream Utilities Company  
Sharon Dlouhy  
PO Box 4201  
Ocala, FL 34478

**SUBJECT:** Consumptive Use Permit Number 3010  
Windstream Water Plant

Dear Sir/Madam:

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the St. Johns River Water Management District on July 25, 2003.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of additional information. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Sincerely,

Gloria Lewis, Director  
Permit Data Services Division

Enclosures: Permit, Conditions for Issuance, Compliance Forms, Map, Well Tags

cc: District Permit File

**Agent:** McDonald International  
9030 S. Brittany Path  
Inverness, FL 34452

**GOVERNING BOARD**

Duane Ottenstroer, CHAIRMAN  
JACKSONVILLE  
W. Michael Branch  
FERNANDINA BEACH

Ometrias D. Long, VICE CHAIRMAN  
APOPKA  
Jeff K. Jennings  
MAYTLAND

R. Clay Albright, SECRETARY  
EAST LAKE WEIR  
William Kerr  
MELBOURNE BEACH

David G. Graham, TREASURER  
JACKSONVILLE  
Ann T. Moore  
BUNNELL

Catherine A. Walker  
ALTAMONTE SPRINGS

PERMIT NO. 3010

DATE ISSUED: July 25, 2003

PROJECT NAME: Windstream Water Plant

**A PERMIT AUTHORIZING:**

The District authorizes, as limited by the attached permit conditions, the use of 30.2 million gallons per year of ground water from the Floridan aquifer for the household use of 574 people.

**LOCATION:**

Site: Windstream Water Plant  
Marion County

Section(s): 40

Township(s): 15S

Range(s): 22E

**ISSUED TO:**

Windstream Utilities Company  
PO Box 4201  
Ocala, FL 34478

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1, Florida Administrative Code.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated July 25, 2003

**AUTHORIZED BY:** St. Johns River Water Management District  
Department of Resource Management

By: \_\_\_\_\_



Dwight Jenkins  
Division Director



**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 3010**  
**WINDSTREAM UTILITIES COMPANY**  
**DATED JULY 25, 2003**

1. District Authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restriction as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. Legal uses of water existing at the time of the permit application may not be interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.
6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.
7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. All submittals made to demonstrate compliance with this permit must include the CUP number 3010 plainly labeled thereon.

10. This permit will expire 20 years from the date of issuance.
11. The maximum annual withdrawals for all uses within the project Windstream Water Plant must not exceed 30.2 million gallons.
12. Maximum annual ground water withdrawals from the Floridan aquifer for household type uses must not exceed a total of 30.2 million gallons.
13. Maximum daily withdrawals from the Floridan Aquifer for essential fire protection, must not exceed 1.0 million gallons.
14. Wells number 1 (GRS ID 10815), 2 (GRS ID 10814) and 3 (GRS ID 32937) (as listed on the application) are equipped with totalizing flow meters. These meters must maintain 95% accuracy, be verifiable and be installed according to the manufacturer's specifications.
15. Total withdrawals from wells number 1 (GRS ID 10815), 2 (GRS ID 10814) and 3 (GRS ID 32937) (as listed on the application) must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using Form No. EN-50. The reporting dates each year will be as follows for the duration of the permit:
 

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31
16. Permittee must have all flow meters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/calibration.
17. The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.
18. The permittee must implement the Water Conservation Plan submitted to the District on June 18, 2003, and maintain these practices for the duration of the permit.
19. The lowest quality water source, such as reclaimed water and surface/storm water, must be used as irrigation water when deemed feasible pursuant to District rules and applicable state law.



## Notice Of Rights

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Sections 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the rights to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to District Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at the address described above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with Rule Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida.
6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing (Section 28-106.111, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code and Section 40C-1.1007, Florida Administrative Code.



## Notice Of Rights

8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's written decision regarding a permit application, apply for a special master proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, Florida 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes.
9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding (Subsection 70.51(10)(b), Florida Statutes).
10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding (Subsection 70.51(3), Florida Statutes).
11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
14. For appeals to the District Court of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
15. Failure to observe the relevant time frames for filing a petition for judicial review described in paragraphs #11 and #12, or for Commission review as described in paragraph #13, will result in waiver of that right to review.

Notice Of Rights  
Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S.  
Mail to:

Windstream Utilities Company  
Sharon Dlouhy  
PO Box 4201  
Ocala, FL 34478

At 4:00 p.m. this <sup>5<sup>th</sup></sup> ~~20th~~ day of <sup>August</sup> ~~July~~, 2003.

*Gloria Jean Lewis*

---

Division of Permit Data Services  
Gloria Lewis, Director

St. Johns River Water Management District  
Post Office Box 1429  
Palatka, FL 32178-1429  
(386) 329-4152

Permit Number: 3010

WATER TARIFF

WINDSTREAM UTILITIES COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION



NAME OF COMPANY WINDSTREAM UTILITIES COMPANY

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

MARION COUNTY

WATER SERVICE, ONLY

**ORDER NO. 13295 - ORIGINAL (WINDSTREAM) TERRITORY**

Township 15 South, Range 22 East  
Sections 29 and 30

Begin at the intersection of the West Right-of-Way of State Road 475 (a/k/a S.W. 3<sup>rd</sup> Street), and the North Right-of-Way of S.W. 35<sup>th</sup> Street (a/k/a Lemon Avenue); thence South 88°21'31" West, a distance of 581.63 feet; thence North 01°38'29" West, a distance of 210 feet; thence South 88°21'32" West (parallel to the North Right-of-Way of S.W. 35<sup>th</sup> Street) a distance of 460 feet; thence South 01°38'29" East, a distance of 30 feet; thence South 88°21'31" West, a distance of 140 feet; thence South 01°28'29" East, a distance of 180 feet; thence South 88°21'31" West, a distance of 317.78 feet; thence North 00°24'46" West, a distance of 180 feet; thence South 88°21'31" West, a distance of 165.01 feet; thence North 00°24'46" West, a distance of 892.61 feet; thence North 89°57'20" East, a distance of 1,369.69 feet; thence South 00°23'07" East, a distance of 125 feet; thence North 89°57'20" East, a distance of 291.10 feet; to the West Right-of-Way of S.R. 475, then following said West Right-of-Way South 00°48'50" East, a distance of 641.34 feet to a point of curvature; thence continue along a curve having a radius of 11,426.20 feet, and a central angle of 00°17'00", and an arc distance of 255.93 feet, to a point of tangency; thence from said point of tangency move South 00°28'10" West, a distance of 4 feet to the Point of Beginning.

(Continued to Sheet No. 3.2)

SHARON DLOUHY

PRESIDENT

NAME OF COMPANY WINDSTREAM UTILITIES COMPANY

WATER TARIFF

(Continued from Sheet No. 3.1)

**ORDER NO. 17153 - CARRIAGE HILLS TERRITORY**

Township 15 South, Range 22 East  
Section 30

Lots 2, 5, 6, 7, 8, 9, 10, 11 and 12 of the Harris Subdivision of Lot Two (2), of Section 30, Township 15 South, Range 22 East; as per plat thereof recorded in Deed Book "K", page 812, recorded in Plat Book "E", page 25, Public Records of Marion County, Florida.

Except that portion of Lots 2, 5 and 6 lying North of road sometimes called Shady Grove Extension Road (Lopez Road) which runs westerly from Lemon Avenue and except existing road Rights-of-Way; and

Except beginning at the Southeast corner of Lot 12, Harris Subdivision, as per plat thereof recorded in Plat Book "E", page 25, Public Records of Marion County, Florida, thence South  $88^{\circ}44'39''$  West, along the South boundary of said Lot 12, a distance of 25.00 feet, thence North  $37^{\circ}57'46''$  West, a distance of 254.28 feet, thence North  $07^{\circ}00'26''$  East, a distance of 154.25 feet, thence North  $46^{\circ}30'26''$  East, a distance of 209.75 feet to a point of the East boundary of Lot 8 of said Harris Subdivision, thence South  $01^{\circ}12'07''$  East, along the East boundary of Lots 8 and 12, a distance of 497.50 feet to the Point of Beginning.

AND

Commencing at the Northeast corner of Lot 13, Harris Subdivision of Lot 2, Section 30, Township 15 South, Range 22 East, described on plat thereof recorded in Deed Book "K", page 812, recorded in Plat Book "E", page 25, Public Records of Marion County, Florida, thence West a distance of 210 feet, thence South a distance of 420 feet, thence East a distance of 210 feet, thence North a distance of 420 feet to the Point of Beginning.

(Continued to Sheet No. 3.3)

SHARON DLOUHY

PRESIDENT

NAME OF COMPANY WINDSTREAM UTILITIES COMPANY

WATER TARIFF

(Continued from Sheet No. 3.3)

ORDER NO. PSC-01-0716-PAA-WU - BELLWETHER TERRITORY

Township 15 South, Range 22 East  
Sections 30 and 31

Township 15 South, Range 22 East in Sections 30 and 31, and part of the *G.W. Perpall Grant* and the *Catalina De Jesus Hijuelas Grant* in Marion County, Florida;

From the intersection of the Northeasterly boundary *G.W. Perpall Grant* and the Southeasterly Right-of-Way line of County Road 475C, also known as S.W. 42<sup>nd</sup> Street, run South 36°20'34" East, a distance of 1,279.23 feet to the SE corner of the *G.W. Perpall Grant* and the NE corner of the *Catalina De Jesus Hijuelas Grant*; thence North 36°20'34" West, a distance of 219.42 feet to the SW corner of D.R.A. #3 in the subdivision of *Carriage Hill*, recorded in Plat Book Y, page 47 of the Public Records of Marion County, Florida and the Point of Beginning of the tract of land hereinafter described; thence North 88°44'14" East, a distance of 546.36 feet to a point; thence South 01°16'22" East, a distance of 420.30 feet to a point; thence North 88°38'36" East, a distance of 181.00 feet to a point of the West Right-of-Way line of S.W. 7<sup>th</sup> Avenue; thence South 01°23'09" East, along said Right-of-Way line for a distance of 349.70 feet to a point; thence South 88°18'47" West, a distance of 453.41 feet to a point; thence South 15°05'19" East, a distance of 912.20 feet to a point; thence South 53°23'19" West, a distance of 1,711.33 feet to a point; thence North 14°24'58" West, a distance of 1,540.07 feet to a point; thence North 53°37'09" East, a distance of 217.37 feet to a point; thence North 36°57'17" West, a distance of 15.55 feet to a point; thence North 53°49'03" East, a distance of 329.31 feet to a point, said point having state plane coordinates of 1,750,785.796 North and 608,362.7423 East; thence North 36°52'47" West, a distance of 660.76 feet to a point; thence North 53°47'07" East, a distance of 1,146.00 feet to a point; thence South 36°20'36" East, a distance of 452.87 feet to the Point of Beginning, all lying and being in Marion County, Florida and containing 81.49 acres, more or less.

SHARON DLOUHY

PRESIDENT