

Hopping Green & Sams

Attorneys and Counselors

October 29, 2012

RECEIVED - FPSC
12 OCT 29 AM 11:40
COMMISSION
CLERK

BY HAND-DELIVERY

Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 120188-WU, Application for approval of transfer of Century-Fairfield Village, Ltd. water system and Certificate No. 640-W in Marion County to GCP Fairfield Village, LLC.

Dear Ms. Cole:

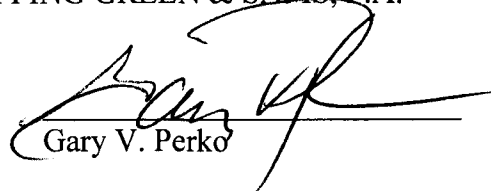
Enclosed for filing, please find the original and four (4) copies of GCP Fairfield Village, LLC's response to Staff's letter of October 2, 2012, regarding the above-referenced application.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning it to me. If you have any questions regarding this filing, please give me a call at 222-7500.

Very truly yours,

HOPPING GREEN & SAMS, P.A.

By:



Gary V. Perko

Attorneys for GCP FAIRFIELD VILLAGE, LLC.

Enclosures: As stated.
GVP/srl

COM	_____
<u>AFD</u>	_____
APA	_____
ECO	_____
ENG	_____
GCL	_____
IDM	_____
TEL	_____
CLK	_____

DOCUMENT NUMBER 07

07328 OCT 29 2012

Docket No. 120188-WU

**Application for approval of transfer of Century-Fairfield, Ltd water system
and Certificate No. 640-W in Marion County to GCP Fairfield Village, LLC.**

Applicant's Response to Deficiencies Identified by Staff:

- 1. Purchase Price:** As stated in the application, GCP Fairfield Village, LLC allocated \$100,000 of the purchase price to the water/wastewater assets. This was based on purchase price allocation prepared internally by GCP Fairfield Village, LLC. In response to staff's letter, GCP Fairfield Village, Ltd., obtained an estimate of replacement costs from its contractor in order to allocate the assets between water and wastewater. As indicated in the contractor's letter attached as Exhibit "A" herto, the replacement cost of the water treatment plant is estimated to be \$250,000 and the replacement cost of the wastewater treatment plant is estimated to be a minimum of \$500,000. Based on this information, GCP Fairfield Village, LLC attributes 1/3 of the \$100,000 allocation (or \$33,333) to the water assets.

Additional Information:

- 1. Home Owners Associations:** Attached as Composite Exhibit "B" are copies of the affidavit and notices sent to the home owners association pursuant to Section 723.071, Florida Statutes.

DOCUMENT NUMBER DATE

07328 OCT 29 02

FPSC-COMMISSION CLERK

**PRO-TECH WATER & WASTEWATER
SAN SEBASTIAN WATER
ENVIRO-MASTERS**

1203 SW 12TH STREET, SUITE 1 OCALA, FLORIDA 34471

PHONE: (352) 236-2444 * FAX: (352) 236-2118

October 22, 2012

Dear Mr. Allen,

You have asked us to estimate the replacement cost for the Water Treatment Plant and the Wastewater Treatment Plant at Fairfield Village. Many factors are assessed when upgrading or building water and waste-water facilities for small residential use, these factors include, but are not limited to:

- Plant size and capacity
- Environmental impact
- Land cost
- Depth of well and water quality. Additional filtering or RO (reverse osmosis)
- Waste-water effluent fields if needed
- Local county ordinances for compliance
- Quality of pumps and blowers

With respect to Fairfield Village, we estimate the cost to construct a new Water Treatment Plant would be \$250,000 and the cost to construct a new Wastewater Treatment Plant would be \$500,000. Please note that these are merely estimates provided for informational purposes only and should not be relied upon as a guaranty that construction costs will not exceed these amounts.

Sincerely,



Sean Flynn
President

1203 SW 12TH STREET, SUITE 1
OCALA, FLORIDA 34471

PHONE: (352) 236-2444 * FAX: (352) 236-2118



FIRST AMERICAN TITLE
2233 LEE ROAD SUITES 101
WINTER PARK, FL 32789

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 12/16/2010 03:21:31 PM
FILE #: 2010114867 OR BK 05454 PGS 0113-0115

RECORDING FEES 27.00

This Instrument Prepared By
and Return To:
Michael J. Kincart, Esquire
Clark, Campbell, Mawhinney & Lancaster, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

Section 723 Affidavit
[Fairfield Village]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Benjamin D. E. Falk ("Affiant"), who depose(s) and say(s) under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

2. Affiant is the Vice President of Century Properties, LLC, a Florida limited liability company, the general partner of Century-Fairfield Village, Ltd., a Florida limited partnership (the "**Seller**"). Affiant has full authority to act on behalf of and bind the Seller in this affidavit.

3. Seller is the owner of the property described in item 1 above ("**Mobile Home Park**").

4. With reference to an offer received by Seller from Green Courte Acquisitions II, LLC, a Delaware limited liability company ("**Purchaser**"), for the purchase of the Mobile Home Park, which Seller has accepted, Seller has complied with the provisions of F.S. 723.071(2).

5. Notwithstanding Seller's compliance with the provisions of either subsections (1) or (2) of F.S. 723.071, no contract has been executed for the sale of the Mobile Home Park between Seller and the Mobile Home Park's homeowners' association.

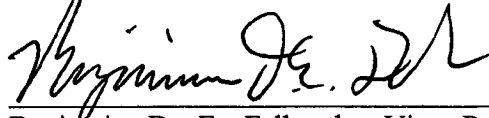
6. Affiant understands that Clark, Campbell, Mawhinney & Lancaster, P.A. ("**CCML**"), First American Title Insurance Company ("**FATIC**"), Purchaser and GCP Fairfield Village, LLC, a Delaware limited liability company (as assignee under the contract for the purchase and sale of the Mobile Home Park), will rely upon the representations contained herein. Affiant hereby holds CCML, FATIC and Purchaser harmless and fully indemnifies same (including but not limited to attorneys' fees,



whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

7. Affiant is familiar with the nature of an oath; and with the penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

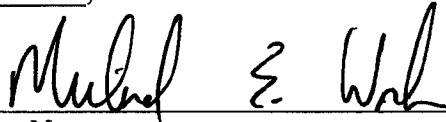
FURTHER AFFIANT SAYETH NOT.



Benjamin D. E. Falk, the Vice President of Century Properties, LLC, a Florida limited liability company, the general partner of Century-Fairfield Village, Ltd., a Florida limited partnership

STATE OF FLORIDA
COUNTY OF POLK

Sworn to, affirmed, acknowledged and subscribed before me this 5 day of December, 2010, by Benjamin D. E. Falk, the Vice President of Century Properties, LLC, a Florida limited liability company, the general partner of Century-Fairfield Village, Ltd., a Florida limited partnership who is personally known or has produced _____, as identification.



Print Name: _____
Notary Public, State of _____ at large
My commission expires: _____

[PLACE NOTARIAL SEAL]

EXHIBIT A
LEGAL DESCRIPTION
(Fairfield Village)

Commence at the West 1/4 corner of Section 4, Township 16 South, Range 21 East, Marion County, Florida; thence North 89°56'18" East 50.00 feet to the Easterly right of way line of Southwest 60th Avenue (100 feet wide) for the Point of Beginning; thence North 00°16'09" East along the said Easterly right of way 1.41 feet; thence North 00°17'45" East continuing along said Easterly right of way 1318.59 feet to the North boundary line of South 1/2 of the NW 1/4 of aforesaid Section 4; thence North 89°56'18" East along the said North boundary line 1276.58 feet; thence South 00°15'45" West 1979.61 feet more or less to the SE corner of the North 1/2 of the NW 1/4 of the SW 1/4 of said Section 4; thence South 89°56'25" West along South boundary line of said North 1/2, 1277.42 feet to the aforesaid Easterly right of way line of Southwest 60th Avenue; thence North 00°16'09" East along the said Easterly right of way 659.57 feet to the Point of Beginning.

Exhibit A

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Phillip G. Geissal, its Registered Agent
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Mr. Geissal:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner


By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Norma Powers, its Director/Secretary
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Ms. Powers:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner

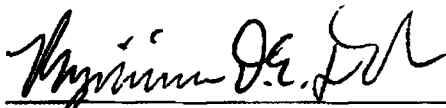
By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700

Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Mike Riley, its Treasurer
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Mr. Riley:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner

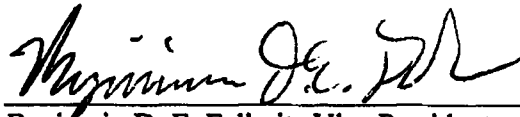
By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Lucille Pitts, its Secretary
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Mrs. Pitts:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner

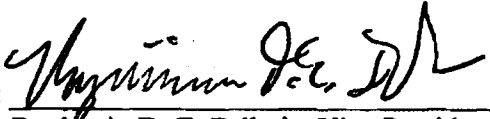
By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Donald Ouelette, its Treasurer/President
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Mr. Ouelette:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner

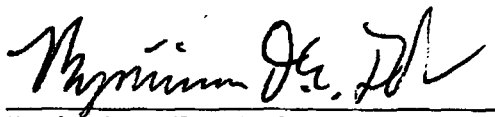
By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Carol Kulah, its Director/Treasurer
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Ms. Kulah:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner


By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Barbara Skalka, its Treasurer
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Ms. Skalka:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner


By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.

Century-Fairfield Village, Ltd.

500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

August 25, 2010

[VIA UNITED STATES POSTAL SERVICE]

Fairfield Village H.O.A., Inc.
Attn: Al Pitts, its Vice President
5787 S.W. 60th Place
Ocala, Florida 34474

Re: Official Notice of Unsolicited Offer to Purchase the Community

Dear Mr. Pitts:

Please accept this letter as the official notice from Century-Fairfield Village, Ltd. (the "Park Owner") to Fairfield Village H.O.A., Inc. (the "HOA"), as required by Florida Statute § 723.071(2) (the "Statute"), that the Park Owner has received an unsolicited bona fide offer to purchase the community more commonly known as Fairfield Village (the "Community") from Green Courte Acquisition II, LLC (the "Offeror"). The Statute requires the Owner to deliver official notice to the officers of the Home Owners' Association in the event the Owner receives a bona fide offer to purchase the Community that the Owner intends to consider or submit a counteroffer. The Statute further requires the Owner to provide the officers of the Home Owners' Association with the material terms and conditions upon which the Owner would consider selling the Community. In compliance with this provision, an unexecuted copy of the purchase and sale agreement offer for the sale of the Community containing all material terms and conditions of the offer is attached hereto as Exhibit "A".

Best regards,

Century-Fairfield Village, Ltd., a Florida limited partnership

By: Century Properties, LLC, a Florida limited liability company, its General Partner

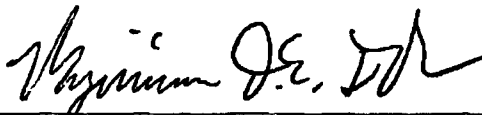
By: 
Benjamin D. E. Falk, its Vice President

Exhibit A attached.