

DOCKET NO. 130269-WU
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In Re: Joint Application for Authority to
Transfer the Assets of Venture Associates
Utilities Corp. and Certificate No. 488-W in
Marion County, Florida to Ocala Palms
Utilities, LLC.

DOCKET NO.
Filed: November 8, 2013

COMMISSION
CLERK

**JOINT APPLICATION OF VENTURE ASSOCIATES UTILITIES CORP.
AND OCALA PALMS UTILITIES, LLC FOR AUTHORITY TO TRANSFER ASSETS
AND CERTIFICATE NO. 488-W**

Venture Associates Utilities Corp. ("hereinafter referred to as "Seller"), and Ocala Palms Utilities, LLC ("hereinafter referred to as "Buyer") by and through their undersigned attorneys and pursuant to provisions of Rule 25-30.037, Fla. Admin. Code, and §367.071, Fla. Stat., file this Joint Application for authority to transfer Seller's water assets and Certificate No. 488-W to Buyer. In support of this Application, the parties state:

1. The complete name and address of the Seller is:

Venture Associates Utilities Corp.
5970 N.W. 18th Place
Ocala, Florida 34482-8936

2. The complete name and address of the Buyer is:

Ocala Palms Utilities, LLC.
5970 N.W. 18th Place
Ocala, Florida 34482-8936

3. The name and address of the person authorized to receive notices and communications in respect to this Application is:

COM _____
AFD 2 _____
APA _____
ECO 2 _____
ENG 3 _____
GCL _____
IDM _____
TEL _____
CLK _____

F. Marshall Deterding, Esquire
Sundstrom, Friedman & Fumero, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
850-877-6555; FAX: 850-656-4029
mdeterding@sfflaw.com

4. Buyer is a Florida limited liability company authorized to do business in Florida on August 21, 2013.

5. The names and addresses of Buyer's members and managers are as follows:

Christopher Zacco, Member
Mario Zacco, Member
5970 N.W. 18th Place
Ocala, Florida 34482-8936

6. Buyer owns no other water or wastewater utilities in Florida. However, Buyer has acquired all of the remaining development assets served by Seller as part of an overall larger commercial transaction. Therefore the Buyer's interests in ensuring the proper operation, maintenance, expansion and upgrade of the utility system as and when necessary is clear. No entity has a greater incentive for ensuring the continued viability of the water system or for efficient and sufficient operation of the Venture Associates Water system than the Buyer.

7. A copy of the Agreement for Purchase and Sale ("Agreement"), which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed and not assumed and disposition of customer deposits and interest thereon is attached hereto as **Exhibit "A"**.

In accordance with the terms of the Agreement, the closing, which occurred on September 6, 2013 is contingent upon the approval of the transfer by the Florida Public Service Commission (the

“Commission”) and specifically provides for the unwinding of this transaction should that approval not be forthcoming.

8. There amount of customer deposits outstanding as of the date of transfer is very minor as outlined in **Exhibit “B”** attached hereto. Those customer deposits have been transferred to the Buyer as part of the closing on the sale of the utility assets. Accumulated interest on all such deposits has now been transferred to Buyer by check from Seller and Buyer has assumed responsibility for all such deposits and accumulated interest as calculated in **Exhibit “B”**.

9. There are no guaranteed revenue contracts, customer advances, leases, developer agreement or debt of the utility that must be disposed of in association with the transfer of the utility assets.

10. The purchase of the utility assets was financed entirely by infusion of cash from Buyer. No utility debt was acquired.

11. The transfer of the water facilities of the Seller to the Buyer is in the public interest:

a) Seller’s related development entity has now sold to the Buyer’s related development entity all of its interest in the development served by the utility and as such the interest of the utility owner and the development assets owner in insuring the proper, efficient and sufficient operation and maintenance of the utility on a going forward basis has shifted from the Seller to the Buyer as of the date of the closing of the development and utility assets. Therefore it is the best interest of the utility and its customers, and the public generally, that the utility assets also follow the transfer of the assets of the interested development party.

b) The Buyer has enlisted the services of key personnel with knowledge and training and expertise to assist in the operation and maintenance of the utility system and therefore has acquired, through employing the same personnel as utilized by the utility or other experienced and knowledgeable individuals, the ability to operate the utility in the public interest in the most efficient and sufficient manner possible.

c) The Buyer has acquired the assets of the utility in an all cash transaction and has retired all outstanding long term and short term debt for the utility company. As such, the Buyer has improved the financial position of the utility and enabled it to meet any and all needs for additional capital from internal funding rather than the need to rely on outside sources.

d) Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters.

For all these reasons, it is in the public interest to grant approval of the transfer of the water utility assets to the Buyer.

12. The utility system is currently at build out and as such is not anticipating any significant need for infusion of additional capital funds during its remaining life other than for renewal and replacement of existing assets. The utility operates only a distribution system, buying all of its water from the City of Ocala. As such, between these factors and the retirement of all outstanding utility debt, the anticipated capital needs for the utility will be minimal. The utility is therefore relying primarily on internal funding for any needed improvements to the system and should be able to attain additional funding, if and when needed, through either the issuance of debt

(since the utility has no debt at this time), or infusion of equity funds from a related party and its managing member. The utility's managing member has executed an affidavit agreeing to fund all of the utility's needs above those available from internal funding as and when needed. This affidavit is attached hereto as **Exhibit "C"**.

13. The Seller is currently in the process of preparing a calculation of the net book value of the utility system as of the date of the transfer. Rate base has never been established by the Florida Public Service Commission for this system. Due to the absence of some of the utility's original cost records, the Seller is in the process of preparing an original cost study of the net book value of the utility and will submit that study to the Commission within 30 days of the date of this filing as a late-filed exhibit.

14. There is no proposal at this time for the inclusion of an acquisition adjustment resulting from the current transfer and in fact the utility believes that the net book value of the system will be approximately equal to the purchase price paid in accordance with the terms and conditions of the Agreement for Purchase and Sale of Water Utility Assets attached hereto as **Exhibit "A"**.

15. All of the books and records of the Seller are available for inspection by the Commission and have been provided to the Seller. However, those books and records are not adequate for the purposes of establishing the net book value of the system as of the date of transfer, because of the loss of many of the source documents. The Buyer and the Seller have undertaken a good faith extensive effort to obtain those source documents for inspection by the Commission, including search of all the utility's existing archived records. However, that effort did not result in

the utility being able to locate the majority of the source documentation concerning original cost of the system.

16. The Buyer has obtained all of the federal tax returns of the Seller from the date the utility was first established in order to ensure itself that in fact that all the utility assets have been depreciated for tax purposes since the inception of the utility.

17. After reasonable investigation, the Buyer has determined that the systems being acquired appear to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

18. The Venture Associates Utilities Corporation water system is a retail provider of water service. It does not operate a well or treatment facility or pumping equipment. The system consists exclusively of a distribution system to its customers. As such, the utility owns no lands upon which utility treatment facilities are located or any land or any interest in real estate. Therefore, no transfer of such rights is required.

19. There are no outstanding fines or refunds owed. The Seller will be responsible for payment of all regulatory assessment fees due through the date of Closing. Buyer will be responsible for payment of all regulatory assessment's fees due for revenues received from the date of Closing forward. Attached hereto as **Exhibit "D"** is a schedule showing the amount of regulatory assessment fees due through the date of Closing and check for payment in that amount.

20. Attached hereto as **Exhibit "E"** is the original and two copies of the revised Water Tariff reflecting the change in ownership of the water system.

21. Attached hereto as **Exhibit "F"** is the original Water Certificate No. 488-W issued to the utility.

22. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is attached hereto as **Exhibit "G"**.

23. An Affidavit that the actual notice of the Application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed **Exhibit "H"**.

24. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed **Exhibit "I"**.

25. The water system being transferred has the capacity to serve between 501 and 2,000 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$1,500. A check in that amount is attached hereto.

Respectfully submitted on this 8th day of
November, 2013, by:

SUNDSTROM, FRIEDMAN & FUMERO, LLP
2548 Blainstone Pines Drive
Tallahassee, FL 32301
PHONE: (850) 877-6555/FAX: (850) 656-4029

By: 
F. MARSHALL DETERDING

EXHIBITS

- A: Agreement for Purchase and Sale
- B: Customer Deposits
- C: Affidavit
- D: Schedule of Regulatory Assessment Fees
- E: Water Tariff
- F: Water Certificate 488-W
- G: Affidavit of Notice to Entities
- H: Affidavit of Notice to Customers
- I: Affidavit of Publication of Notice

EXHIBIT "A"

Purchase and Sale Agreement

**AGREEMENT FOR PURCHASE AND SALE OF
WATER UTILITY ASSETS**

By and Between

VENTURE ASSOCIATES UTILITIES CORPORATION

Seller

and

OCALA OAKS OPERATIONS, LLC, OR ITS PERMITTED ASSIGNS

Purchaser

February __, 2013



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ATTACHMENTS

- Schedule "A" (Easements, licenses, etc.)
- Schedule "B" (Water Distribution Plant, etc.)
- Schedule "C" (Certificates, permits, etc.)
- Schedule "D" (Confidentiality Agreement)
- Schedule "E" (Mutual General Release Form)

**AGREEMENT FOR PURCHASE AND SALE OF
WATER UTILITY ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER UTILITY ASSETS ("Agreement") is made this ___ day of February, 2013, by and between VENTURE ASSOCIATES UTILITIES CORPORATION, a Florida corporation (hereafter "Seller"), whose address is 5000 U.S. Highway 27, Ocala, Florida 34482, and OCALA OAKS OPERATIONS, LLC, a Florida Limited Liability Company, or its permitted assigns, (hereinafter "Purchaser") whose address is c/o John S. Inglis, Esquire, Shumaker, Loop & Kendrick, LLP, Bank of America Plaza, 101 East Kennedy Boulevard, Suite 2800, Tampa, Florida 33602.

WHEREAS, Seller owns and operates a potable water system ("Water Utility System") located in Marion County, Florida; and

WHEREAS, the Seller operates under Certificate of Public Convenience and Necessity 488-W (the "Certificate") issued by the Florida Public Service Commission ("Commission" or "PSC"), which authorizes Seller to provide water service to certain territories in Marion County, Florida; and

WHEREAS, Purchaser desires to purchase the Water Utility System; and

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree to sell and purchase the Water Utility System, upon the following terms and conditions:

1.0 **RECITALS.** The foregoing recitals are true and correct and are incorporated herein.

2.0 **COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASE ASSETS.**

2.1 Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent set forth in this Agreement.

2.2 "Purchased Assets" shall be the following:

2.2.1 All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Water Utility System, as identified in **Schedule "A"** to this Agreement.

2.2.2 All water supply and distribution facilities of every kind and description whatsoever, including but not limited to transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller, together with all additions or replacements thereto, as identified in **Schedule "B"** to this Agreement.

2.2.3 All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Water Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable water and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Water Utility System or others; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the Certificates, as identified in **Schedule "C"** to this Agreement; to the extent that Seller's rights to the foregoing are transferable.

2.2.4 All items of inventory owned by Seller on the Closing Date. In this regard, Seller represents and warrants that the Utility has no inventory.

2.2.5 All supplier lists, customer accounts receivable records, customer deposit records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser to operate the Water Utility System to the extent such are in Seller's possession.

2.2.6 All sets of record drawings, including as-built drawings, showing all facilities of the Water Utility System, including all original tracings, sepias or other reproducible materials to the extent such are in Seller's possession.

2.3 The following assets are excluded from the Purchased Assets:

2.3.1 Cash, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, any non-refundable deposits and any prepaid expenses of Seller, which are Seller's sole property as of the Closing Date. The dollar value of customer accounts receivable and customer deposits are separately compensated for as outlined in Section 9.2.4 hereof. Customer accounts receivable and customer deposits are however intended to be transferred to Purchaser and become the property of and responsibility of Purchaser after Closing.

2.3.2 Escrow and other Seller provisions for payment of federal and state income taxes, and which shall be the Seller's responsibility through the Closing date.

2.3.3 Any vehicles owned by the Seller.

2.3.4 Any other assets not referenced in 2.2 above.

3.0 **PURCHASE PRICE.**

3.1 Purchaser shall pay to Seller, subject to the adjustments and prorations referenced herein, a total purchase price in the amount of \$500,000 payable by federal funds wire transfer to Seller at Closing. The Deposit of \$25,000 required under the Recreational Area Contract that is referenced in Section 6.7 below and the future delivery of an additional \$200,000 Deposit

contemplated thereunder (together the "Deposits") shall stand as security for the Purchaser's obligations under this Contract, but shall NOT be credited against the Purchase Price under this Contract.

3.2 Title to the Purchased Assets shall be delivered by the Seller to the Purchaser at Closing by Bill of Sale, free and clear of all liens, encumbrances, debts, liabilities, or third party claims whatsoever.

4.0 **REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to Purchaser to execute this Agreement and perform its obligations thereunder, Seller represents and warrants to Purchaser as follows:

4.1 Seller is a duly organized, validly existing Florida corporation, and its status is active under the laws of the State of Florida. Seller has all requisite power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

4.2 The Board of Directors of Seller has approved Seller entering into this Agreement. Written confirmation of such action by the Board of Directors of Seller will be provided at Closing.

4.3 This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.

4.4 The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

4.5 Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets including, without limitation, those reflected in the Public Service Commission Annual Report (except as may have been sold, or otherwise disposed of, by Seller in the ordinary course of business), and those used or located on property controlled by Seller in its business on the date of this Agreement. The Purchased Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction. At Closing, Seller shall deliver title to the Purchased Assets free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever. Seller makes no representation as to the condition of the Purchased Assets and Purchaser acknowledges that it is accepting the Purchased Assets in an "as is" condition, with no warranty of merchantability or fitness for a particular purpose or use, except the Purchased Assets at Closing, shall be free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever.

5.0 **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As a material inducement to Seller to execute this Agreement and to perform its obligations thereunder, Purchaser represents and warrants to Seller as follows:

5.1 Purchaser has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

5.2 This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

5.3 The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

5.4 Purchaser has conducted such due diligence of Seller, the Purchased Assets and Water Utility System, as, in his sole discretion, he deems appropriate.

6.0 **CONDITIONS PRECEDENT TO CLOSING.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

6.1 Neither Party shall be prohibited by decree or law from consummating the transaction.

6.2 There shall not be pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits Purchaser or Seller from closing the transaction or Purchaser from paying the Purchase Price, or that inhibits or restricts in any material manner Purchaser's use, title, or enjoyment of the Purchased Assets.

6.3 Seller delivering copies of the resolutions evidencing its ratification and approval of this Agreement and the sale of the Purchased Assets.

6.4 As of the Closing Date, there shall have been no material adverse change in the applicable law, or in the condition or value of the Purchased Assets or the Water Utility System, except in the ordinary course of business.

6.5 All warranties and representations of either party shall be true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

6.6 No party may cause the failure of a condition precedent and then rely upon such failure to terminate this Agreement.

6.7 This Agreement for Purchase and Sale of Water Utility Assets is executed contemporaneously with an Agreement to make Contract Offer (Recreational Assets) between Purchaser and Venture Associates Corporation, an entity related to Venture Associates Utilities Corporation and as such is contingent upon the successful completion of that contract (the "Recreational Area Contract"). The Recreational Area Contract includes a financing contingency and an examination period until May 3, 2013. As such this Agreement for Purchase and Sale of Water Utility Assets shall not be effective nor any of the rights or obligations hereunder binding until the expiration of that time period.

7.0 **PRE-CLOSING CONDUCT; COVENANTS.** Prior to the Closing Date, the parties covenant to each other, and shall conduct themselves, as follows:

7.1 Within 15 days after the execution of this Agreement, Seller shall either furnish to Purchaser, or provide Purchaser with ready access to the following, to the extent they are in the possession of Seller, its employees, representatives, or agents:

7.1.1 Copies of all plans and specifications showing the Water Utility System as now constructed (as-built), including any under construction, together with a detailed engineering map showing the water distribution system, and appurtenances as now constructed, and all other facilities constituting the Water Utility System.

7.1.2 Copies of all Certificates of Public Necessity and Convenience issued by the Florida Public Service Commission with respect to the Water Utility System, and any correspondence within the last two years between Seller and the Commission with respect thereto.

7.1.3 Depreciation and amortization schedules identifying substantially all equipment, computers, software, vehicles, tools, parts, laboratory equipment, office equipment, and all other personal property owned and used by Seller in connection with the operation of the Water Utility System.

7.1.4 A schedule and copies of documents reflecting the rates, fees, charges and tariffs of Seller.

7.1.5 A copy of all of permits, applications, or other documents, together with effective dates and expiration dates (if any), demonstrating approval of the facilities of the Water Utility System by all applicable governmental authorities, including, but not limited to: (a) the Florida Department of Environmental Protection, and (b) the PSC.

7.1.6 A list of advance facility charges and accounts receivable by name and account number, setting forth the amount of each individual deposit or receivable and the their aggregate totals. The list referenced in this subparagraph shall be updated as of the date of Closing.

7.1.7 A copy of the annual reports filed by Seller with the PSC for the calendar years 2010, 2011 and 2012 within 15 days of its completion and filing with PSC.

7.1.8 A copy of all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Water Utility System, in addition to, a copy of all warranties relating to the Purchased Assets.

7.1.9 Copies of any and all effective insurance policies with respect to the Purchased Assets and Water Utility System.

7.1.10 Copies of the easements, licenses, prescriptive rights and rights-of-way used by Seller for the construction, operation and maintenance of the Water Utility System, as identified in **Schedule "A."**

7.2 During the period between the date of this Agreement and the Closing Date, Seller shall:

7.2.1 Operate and maintain the Water Utility System and Purchased Assets in a normal and usual manner, or in accordance with Seller's business plan, to ensure that the condition of the Water Utility System and the Purchased Assets shall not be materially diminished or depleted, normal wear and tear excepted;

7.2.2 Provide Purchaser, or its designated agent(s), upon written requests with access to the Water Utility System, Purchased Assets, or Seller's books and records, on reasonable advance notice and during business hours. Purchaser agrees to contact only Arthur Tait, Jr. or Barry Williams with written requests for information that may be inspected at the offices of Purchaser. Limited copies may be taken from the premises by Seller. Purchaser and all agents, accountants and attorneys agree to execute a Non-Disclosure Agreement prior to inspecting or reviewing any Seller records.

7.2.4 Promptly notify Purchaser of any event, activity or occurrence that has, or may have, a material adverse effect on Seller or this transaction.

7.3 During the period of time between the date of this Agreement and the Closing Date, Seller shall maintain its existing levels of insurance on the Purchased Assets and Water Utility System.

7.4 From the date of execution of this Agreement until Closing, Seller shall not, without the prior written consent of Purchaser, enter into any developer agreements other than in the ordinary course of business. Copies of any such developer agreements shall be promptly delivered to Purchaser.

8.0 TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated (i) by mutual written consent of the parties, or (ii) as provided in paragraphs 8.2 through 8.4 below.

8.2 This Agreement shall automatically terminate upon the termination of the Recreational Area Contract described in Section 6.7 above.

8.3 Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following due to no fault of Purchaser:

8.3.1 The failure to satisfy, in any material respect, prior to Closing any of the condition(s) precedent to closing set forth in Section 6 if Seller has not cured such condition precedent within 30 days after written notice from Purchaser.

8.3.2 Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within 30 days after written notice from Purchaser; provided, however, such breach must in

any event be cured prior to the Closing Date unless the date for cure has been extended by Purchaser.

8.3.3 Prior to May 3, 2013 ("**Inspection Period**"), Purchaser shall have the right to conduct such due diligence with respect to the Purchased Assets as Purchaser, in his sole discretion, deems appropriate, including, but not limited to, upon reasonable notice to Seller, to inspect the purchased Assets, to familiarize himself with the day-to-day operations and to review the practices of Seller with respect to the terms and conditions of this Agreement, and to determine Seller's compliance with any and all federal, state and local regulatory requirements. Purchaser may also, upon reasonable notice to Seller, review any and all records of Seller as he deems appropriate. Purchaser and all representatives agree to sign confidentiality agreement regarding all Seller records. Purchaser agrees that Purchaser and his representatives will only contact Arthur Tait or Barry Williams for any and all information which may be examined at the offices of Purchaser. At the conclusion of his due diligence, Purchaser shall return all assets, documents and other materials to the same location and condition as prior to Purchaser conducting his due diligence. Seller shall cooperate with Purchaser in all reasonable respects, at no cost or expense to Seller, as to Purchaser's conduct of his due diligence. After conducting his due diligence, Purchaser shall have the right to terminate this Agreement, in his sole discretion, upon delivery of written notice to that effect to Seller prior to the expiration of the Inspection Period. If Purchaser fails to provide such notice by May 3, 2013, Purchaser will provide written acceptance/approval. Purchaser acknowledges and agrees that the Purchased Assets shall be accepted by Purchaser in "AS IS" condition on the Closing Date subject to restrictions in 8.2.3.

8.4 Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following due to no fault of Seller:

8.4.1 The failure to satisfy, in any material respect, prior to Closing any of the conditions precedent to closing set forth in Section 6 if Purchaser has not cured such condition precedent within 30 days after notice by Seller.

8.4.2 Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within 30 days after notice from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.

8.4.3 The failure of the Purchaser to secure, if necessary, any governmental approvals, on or before Closing, or failure to close this transaction, through the fault of the Purchaser, on or before Closing.

8.4.4 Purchaser must obtain financing commitment without exceptions for the purchase price not later than May 3, 2013.

8.4.5 Any other basis for termination on behalf of Seller otherwise set forth in this Agreement.

8.5 Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Section 12.2.

8.6 Upon the termination of this Agreement, the following shall occur:

8.6.1 Each party shall return all documents, including copies, in its possession, or in the possession of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law. Terms of confidentiality agreement will govern damages for breach of this provision. Such Agreement is attached hereto as **Schedule "D."**

8.6.2 Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

8.6.3 This Agreement shall forthwith become void and (except for the willful breach of this Agreement by any party hereto) there shall be no liability on the part of Purchaser or Seller, or their respective officers or directors, other than as provided for herein.

9.0 **CLOSING DATE AND CLOSING.**

9.1 This transaction shall be closed simultaneously with the closing under the Recreational Area Contract described in Section 6.7 above ("Closing Date"), unless advanced or extended by mutual agreement of the parties or as otherwise extended by the terms of this Agreement, at a location mutually acceptable to both parties.

9.2 At Closing:

9.2.1 Purchaser shall pay the Purchase Price, subject to any adjustment as provided for herein by wire transfer to Seller's bank account.

9.2.2 Seller shall assign its right, title and interest in those easements, licenses, etc., identified in **Schedule "A."**

9.2.3 Personal property taxes on the Purchased Assets and Water Utility System, and any other applicable taxes, shall be prorated as of the Closing Date and Seller shall be required to pay its pro rata share at Closing. All other taxes and assessments accrued or owed by Seller as of the date of Closing with respect to the Purchased Assets shall remain the obligation of Seller. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Purchased Assets shall be the obligation of Purchaser.

9.2.4 The gross revenues from water services rendered, but not yet billed ("Unbilled Revenue") as of the Closing Date, shall be prorated, as of the Date of Closing. Seller shall be credited with all accounts receivable, and Purchaser shall be credited with all prepayments made by customers. Seller shall pay all regulatory assessment fees to the PSC for revenues collected prior to Closing Date, and Purchaser shall pay such fees for revenues collected on and after Closing Date. Purchaser shall be credited for all customer deposits with interest outstanding at the date of Closing and Purchaser shall be responsible for all such deposits with interest after Closing.

9.2.5 All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

9.2.6 Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.

9.2.7 All bills for services, materials and supplies rendered in connection with the operation of the Water Utility System prior to Closing, including but not limited to electricity for a period up to and including the Closing Date, shall be paid by Seller. Water purchased and water usage will be prorated as of Closing Date from City of Ocala.

9.2.8 Seller shall deliver to Purchaser, in a form reasonably acceptable to Purchaser, an opinion of Seller's counsel substantially to the effect that:

- (1) Seller is validly organized, existing and its status is active under the laws of the State of Florida.
- (2) This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement upon Seller.
- (3) To Seller's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to, Seller.

9.2.9 Purchaser shall deliver to Seller in a form acceptable to Seller, an opinion of Purchaser's counsel substantially to the effect that:

- (1) Purchaser is validly organized and existing and its status is active under the laws of the State of Florida.
- (2) This Agreement has been duly and validly executed and approved by Purchaser and is a valid and binding agreement upon Purchaser.

- (3) To Purchaser's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Purchaser.

9.2.10 Each party shall deliver to the other party a certificate stating that:

- (1) The party is not prohibited by decree or law from consummating the transaction contemplated hereby.
- (2) There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.
- (3) All warranties and representations of such party contained in this Agreement are true and correct as of the Closing Date, except that representations regarding financial statements set forth in the PSC Annual Reports are as of the date of the PSC Annual Report.

9.2.11 Seller and Purchaser will execute mutual general releases at Closing in a form as provided in **Schedule "E"** hereof.

10.0 INDEMNIFICATION.

10.1 Seller shall save and hold Purchaser and its directors, officers, employees, and agents (hereafter "Purchaser Indemnified Parties"), harmless from, and indemnify the Purchaser against, any and all third party losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Purchaser Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from the operation or activities of Seller with respect to the Purchased Assets or Water Utility System between the date of this Agreement and Closing Date for negligent and intentional acts of Seller with respect to the Purchased Assets or Water Utility System. The parties' obligation and responsibilities under this paragraph will terminate at Closing.

10.2 Purchaser shall save and hold Seller and its directors, officers, employees, and agents (hereafter "Seller Indemnified Parties"), harmless from, and indemnify the Seller against, any and all third party losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Seller Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from the operation or activities of Purchaser with respect to the Purchased Assets or Water Utility System on or after the Closing Date.

10.2.1 The operation or activities of Purchaser with respect to the Purchased Assets or Water Utility System on or after the Closing Date, or

10.3 The respective representations and warranties of the parties contained in this Agreement shall not survive the consummation of the transactions contemplated hereby and shall terminate at Closing.

10.5 The amount for which an indemnified party shall receive indemnification hereunder shall be reduced by any insurance proceeds or other payments received by the indemnified party in respect of the indemnified matter.

10.6 Each party hereto shall give the indemnifying party prompt written notice of any claim, assertion, event or proceeding by or in respect of a third party of which it has knowledge concerning any liability or damage as to which it may request indemnification hereunder. The party providing indemnification shall have the right at all times to control the defense or settlement of any such claim or proceeding through counsel of its own choosing, and to settle any and all such claims made. If the indemnified party desires separate counsel, it shall be at that party's sole expense.

11.0 **FLORIDA PUBLIC SERVICE COMMISSION MATTERS.**

11.1 Pursuant to Section 367.071(1), Florida Statutes, the parties may close prior to obtaining FPSC approval. If such closing occurs prior to FPSC approval, the Transfer will be contingent on such approval and the Transfer of the Utility will be unwound if such Transfer is denied by the FPSC. The Seller and Purchaser shall, jointly, immediately upon expiration of the examination period outlined in paragraph 7.7 hereof, petition the Florida Public Service Commission for transfer of the Certificate previously issued to Seller. Seller shall file any reports, if required, and satisfy its outstanding Florida regulatory assessment fee obligations through the Closing Date. All costs and expenses relative to transfer the Florida Public Service Commission certificate shall be borne by Purchaser.

11.2 As outlined in Section 6.7 hereof, the Purchaser and the related party to the utility have a financing contingency and "examination period" which do not expire until May 3, 2013. As such, the application for transfer of the certificates issued by the Florida Public Service Commission to operate a water utility shall not be filed until after that date. During the period between execution of this Agreement and May 3, 2013, the Purchaser and Seller agree to cooperate in preparing and gathering information necessary for submission to the PSC for approval of the transfer with such information being submitted as part of the application only after May 3, 2013" and after Ocala Palms Homeowner Association declines to exercise its right of first refusal for the purchase of the recreation facilities at Ocala Palms.

12.0 **MISCELLANEOUS PROVISIONS.**

12.1 This Agreement, the Schedules hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not

merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

12.2 Any notice or other document required or allowed to be given pursuant to this Agreement and the Escrow Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation. A single notice delivered to Seller shall be sufficient notice.

If to Seller such Notice shall be addressed to Seller at:

Arthur F. Tait, Jr., President
Venture Associates Utilities Corporation
Post Office Box 3671
Ocala, Florida 34478-3671

with a copy to:

Michael A. Ryan, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
and
F. Marshall Deterding, Esquire
Sundstrom, Friedman & Fumero, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

If to Purchaser, such notice shall be addressed to Purchaser at:

Ocala Oaks Operations, LLC
c/o John S. Inglis, Esquire
Shumaker, Loop & Kendrick, LLP
Bank of America Plaza
101 East Kennedy Boulevard, Suite 2800
Tampa, Florida 33602

12.3 The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

12.4 The drafting of this Agreement constitutes a joint effort of the parties, and in the interpretation hereof it shall be assumed that no party had any more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

12.5 This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.

12.6 In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

12.7 In the event of any litigation that arises between the parties with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney fees at all trial and appellate levels, administrative and bankruptcy proceedings.

12.8 This Agreement may be amended or modified only if executed in writing and with the same formality as the original.

12.9 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

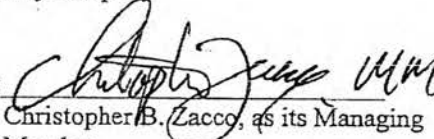
12.10 The parties acknowledge that Purchaser intends to assign this Agreement to a legal entity of which he will have controlling interest, and such assignment does not require Seller's approval. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Notwithstanding any assignment by Purchaser, Purchaser shall remain liable under the indemnity provision of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

SELLER: VENTURE ASSOCIATES
UTILITIES CORPORATION, a Florida
Corporation

PURCHASER: OCALA OAKS
OPERATIONS, LLC, a Florida limited
liability company

By: _____
Arthur F. Tait, Jr., President

By: 
Christopher B. Zacco, as its Managing
Member

12.5 This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.

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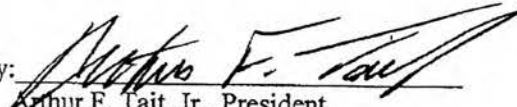
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IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

SELLER: VENTURE ASSOCIATES
UTILITIES CORPORATION, a Florida
Corporation

PURCHASER: OCALA OAKS
OPERATIONS, LLC, a Florida limited
liability company

By: 
Arthur F. Falt, Jr., President

By: _____
Christopher B. Zacco, as its Managing
Member

STATE OF FLORIDA
COUNTY OF ~~MARION~~ ORANGE

The foregoing instrument was acknowledged before me this 22nd day of February, 2013, by Arthur F. Tait, Jr., as President of VENTURE ASSOCIATES UTILITIES CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me or ~~has produced~~ _____ as identification.



JANICE B. ALTMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD983985
Expires 3/9/2014

Janice B. Altman

NOTARY PUBLIC
Printed Name: JANICE B. ALTMAN
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Christopher B. Zacco, as Managing Member of OCALA OAKS OPERATIONS, LLC, or Permitted Assigns. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

Venture agreement for purchase & sale (2/21/13)

[Handwritten signature]

SCHEDULE "A"

1. All public and private utility easements as shown on the Plat of Ocala Palms as recorded in the Public Records of Marion County, Florida.

AT

SCHEDULE "B"

Water Distribution Plant

AM

SCHEDULE "C"

1. Florida Public Service Commission Certificate No. 488-W.
2. Agreement with the City of Ocala

AV

SCHEDULE "D"

Confidentiality Agreement

AM

Standard Non-Disclosure Agreement

Venture Associates Corporation (VAC)

and

_____ (RECIPIENT)

This Agreement is made between Venture Associates Corporation (VAC), and _____ herein referred to as "RECIPIENT." This Agreement concerns the disclosure by VAC to the RECIPIENT of certain confidential information. Both VAC and the RECIPIENT agree to the following terms and conditions:

1. As used in this Agreement, "Confidential Information" shall mean all confidential or proprietary information, documents, and materials whether printed or in machine readable form or otherwise, and whether or not marked "confidential" or the like, developed, owned, licensed to or under the control of VAC, relating to Ocala Palms as defined by all transmitted documents. All processes, hardware, software, inventions, trade secrets, ideas, designs, research, know-how, business methods, production plans, and marketing plans, and financial information of any and all kinds related thereto, are subject to this agreement.

2. All Confidential Information supplied by VAC together with any reproductions thereof, shall remain the property of VAC and will be promptly returned by the RECIPIENT upon receipt of request from VAC. Information will not be removed from the inspection site during or after the review.

3. The RECIPIENT will not distribute, disclose, or disseminate in any way such Confidential Information to anyone except the Accountant and Lender who are involved in a consideration of the above-mentioned Subject Matter. The obligations and restrictions imposed by this provision are limited in that the RECIPIENT will not be liable for disclosure or use of such information which:

a) is or becomes available to the public from a source other than the receiving party before or during the period of this Agreement;

b) is released in writing by VAC;

c) is lawfully obtained by the RECIPIENT from a third party or parties; or

d) is known by the RECIPIENT prior to such disclosure.

In the event that 3(d) is true, the RECIPIENT will promptly notify VAC, documenting their prior knowledge.

4. The RECIPIENT will maintain a written agreement with its Accountant and Lender sufficient to enable the RECIPIENT to comply with all appropriate terms of this Agreement and to provide for its compliance with all such terms. A copy of this Agreement, executed by the Accountant and Lender will be deemed sufficient for compliance.

5. No license to the RECIPIENT under any patent, copyright, or know-how is guaranteed or implied by conveying Confidential Information or other information to the RECIPIENT. No information may be transmitted nor shall any information constitute any representation, warranty, assurance, guaranty or inducement by VAC to the RECIPIENT with respect to the infringement of any rights of third parties.

6. The RECIPIENT will not utilize any such Confidential Information in any way for anything sold or offered for sale, or the provision of services, to anyone other than the disclosing party without the disclosing party's prior written consent, subject to the same exceptions set forth in Paragraph 3 above.

7. The RECIPIENT will not reproduce or copy any of VAC's Confidential Information without the prior written approval of VAC.

8. Nothing contained in this Agreement shall restrict, inhibit, or encumber VAC's right or ability to dispose of, use, distribute, disclose, or disseminate in any way its own proprietary information.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be modified except in writing signed by both parties. This Agreement shall be governed by the laws of the State of Florida.

10. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Damages shall be fixed and agreed upon as \$ _____ which sum shall immediately be due and payable upon breach by Receiving Party. Therefore, both parties hereby agree that Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

11. RECIPIENT agrees to respect and abide by the terms of this Agreement for a period of FIVE YEARS from the date thereof.

This Agreement is hereby confirmed and accepted by:

RECIPIENT SIGNATURE:

Title: _____ Date: _____

RECIPIENT ADDRESS:

Venture Associates Corporation

Title: _____ Date: _____

SCHEDULE "E"

Mutual General Release Form

[To be drafted by Seller, subject to the reasonable approval of Purchaser]

AMT

EXHIBIT "B"

Customer Deposits

VENTURE ASSOCIATES UTILITIES CORPORATION
OUTSTANDING DEPOSITS AND INTEREST THROUGH SEPTEMBER 6, 2013

<u>ACOUNT NUMBER</u>	<u>SERVICE LOCATION</u>	<u>CUSTOMER NAME</u>	<u>ORIGINAL DEPOSIT DATE</u>	<u>DEPOSIT</u>	<u>NUMBER OF DAYS TILL 9/6/2013</u>	<u>INTEREST AT 6%</u>
04-4900-2	1/2P3	OWEN, MERRICK A	8/9/2012	\$ 20.00	393	\$ 1.29
10-0010-2	107A10	CHAPMAN, JANE	2/18/2013	\$ 20.00	200	\$ 0.66
10-0020-2	108A10	ARRIOLA, NORA	3/1/2013	\$ 20.00	189	\$ 0.62
07-0300-2	10C7	LACHANCE, ROBERT E	7/23/2013	\$ 20.00	45	\$ 0.15
07-0310-4	11C7	HAYES, DOUGLAS A	7/6/2012	\$ 20.00	427	\$ 1.40
04-3280-4	11M6	CUNNINGHAM, BRETT W	10/4/2012	\$ 20.00	337	\$ 1.11
05-0022-3	11Q5	NAMISLO, ROBERT A	1/28/2013	\$ 20.00	221	\$ 0.73
10-0770-2	11S10	MORTON, JOHN D	7/12/2013	\$ 20.00	56	\$ 0.18
05-0173-3	11Z6	MCCARTHY, JAMES W	7/1/2013	\$ 20.00	67	\$ 0.22
07-0560-2	12D7	PAPKE, CHARLOTTE A	1/29/2013	\$ 20.00	220	\$ 0.72
05-0174-6	12Z6	LIBBY, STEVEN	12/18/2009	\$ 20.00	1,358	\$ 4.46
04-2240-2	14C2	JARMOLUK III, MICHAEL S	4/22/2013	\$ 20.00	137	\$ 0.45
04-0450-3	14D1	VESPI, DEVON R	2/20/2013	\$ 20.00	198	\$ 0.65
04-0440-2	15D1	HART, SANDRA	8/7/2013	\$ 20.00	30	\$ 0.10
04-0160-4	16A1	RODRIGUEZ, DIEGO	12/4/2012	\$ 20.00	276	\$ 0.91
07-0600-3	16D7	CHEEK, JEFFERSON K	12/6/2012	\$ 20.00	274	\$ 0.90
09-0930-3	16G9	LAROCCA, JACK	11/16/2012	\$ 20.00	294	\$ 0.97
07-1000-2	16Y7	SCHREMPP JR, JOSEPH S	11/19/2012	\$ 20.00	291	\$ 0.96
04-0720-3	17D1	CHAMPION, GERALDINE	9/2/2008	\$ 20.00	1,830	\$ 6.02
04-0720-5	17D1	WHITFIELD, STEVEN W	4/11/2013	\$ 20.00	148	\$ 0.49
05-0230-5	17R6	CABIBBO, DANIEL	4/8/2013	\$ 20.00	151	\$ 0.50
04-2200-2	18C2	HIGGINS, ROBERT H	5/1/2013	\$ 20.00	128	\$ 0.42
04-0710-3	18D1	DESTEFANO, NICHOLAS M	6/10/2013	\$ 20.00	88	\$ 0.29
07-1020-2	18Y7	POULOS, PHILLIP	8/13/2012	\$ 20.00	389	\$ 1.28
04-1300-2	19B2	NEELEY, RAYMOND	12/17/2012	\$ 20.00	263	\$ 0.86
07-0390-3	19C7	NORMAN, ROBERT	5/14/2013	\$ 20.00	115	\$ 0.38
04-2610-4	19E3	BAKER, MICHAEL A	1/7/2013	\$ 20.00	242	\$ 0.80
04-1900-3	19J3	CARPENTER, RONALD G	5/1/2013	\$ 20.00	128	\$ 0.42
07-0190-3	20B7	KNAKAL, ROBERT	7/15/2013	\$ 20.00	53	\$ 0.17
04-5390-2	20G4	KROLIKIEWICZ, EUGENE	8/1/2013	\$ 20.00	36	\$ 0.12
09-1707-2	20J9	CAHN, DENNIS Q	8/7/2013	\$ 20.00	30	\$ 0.10
05-0200-3	20R6	CARTWRIGHT, STEVEN	6/4/2013	\$ 20.00	94	\$ 0.31
05-0190-2	21R6	WILLIAMS, PAUL	6/4/2013	\$ 20.00	94	\$ 0.31
04-2860-3	22F1	GORE, KENNITH L	11/7/2012	\$ 20.00	303	\$ 1.00
07-0750-4	22P7	RAPLEY, DAVID	3/19/2013	\$ 20.00	171	\$ 0.56
04-2070-3	23E3	WADE, WALTER	3/11/2013	\$ 20.00	179	\$ 0.59
04-1240-3	25B2	RAJWANI, MOHAMED	4/16/2013	\$ 20.00	143	\$ 0.47
04-2130-2	25C2	DIVITO, WILLIAM M	10/23/2012	\$ 20.00	318	\$ 1.05
04-2830-3	25F1	THROWER, NANCY	7/12/2013	\$ 20.00	56	\$ 0.18
04-4910-2	27/28J3	ARMSTRONG, LARENCE K	10/24/2011	\$ 20.00	683	\$ 2.25
04-4910-3	27/28J3	DONOVAN, KEVIN	11/19/2012	\$ 20.00	291	\$ 0.96
08-0680-2	27D8	BEEFELT, MARY JO	10/11/2012	\$ 20.00	330	\$ 1.08
04-5570-2	27G4	BANK OF AMERICA,	12/4/2012	\$ 20.00	276	\$ 0.91
04-5570-3	27G4	DANIELS, GAY L	4/11/2013	\$ 20.00	148	\$ 0.49
07-0800-3	27P7	IOIME, VINCENT	1/23/2013	\$ 20.00	226	\$ 0.74
08-0840-2	2E8	JONES, BRUCE	12/4/2012	\$ 20.00	276	\$ 0.91
042080-3	30C3	MERCIER, MICHELLE	2/15/2013	\$ 20.00	203	\$ 0.67

VENTURE ASSOCIATES UTILITIES CORPORATION
OUTSTANDING DEPOSITS AND INTEREST THROUGH SEPTEMBER 6, 2013


<u>ACOUNT NUMBER</u>	<u>SERVICE LOCATION</u>	<u>CUSTOMER NAME</u>	<u>ORIGINAL DEPOSIT DATE</u>	<u>DEPOSIT</u>	<u>NUMBER OF DAYS TILL 9/6/2013</u>	<u>INTEREST AT 6%</u>
09-0770-2	30F9	LONGO, MARYANNE	5/1/2013	\$ 20.00	128	\$ 0.42
08-1050-4	30M8	WHATLEY, BARBARA J	8/14/2013	\$ 20.00	23	\$ 0.08
04-0320-2	32A1	PASS, FRED G	7/6/2012	\$ 20.00	427	\$ 1.40
04-0330-3	33A1	HARRIS, DAVID	2/13/2013	\$ 20.00	205	\$ 0.67
08-0240-2	33B8	JOHNSON, LUTHER E	12/6/2012	\$ 20.00	274	\$ 0.90
04-2550-3	33C3	SURIANO, ROSE	8/1/2013	\$ 20.00	36	\$ 0.12
08-0460-2	33C8	JOHNSON, NORMA M	12/4/2012	\$ 20.00	276	\$ 0.91
04-2540-4	34C3	DELGADO, STEPHEN H	4/15/2013	\$ 20.00	144	\$ 0.47
04-2530-2	35C3	SCHWEIGER, JAMES	4/17/2013	\$ 20.00	142	\$ 0.47
04-4130-2	35L6	POLK, JAMES	8/21/2013	\$ 20.00	16	\$ 0.05
04-1710-2	36/37B2	BOWEN, JAMES E	8/13/2013	\$ 20.00	24	\$ 0.08
08-0770-2	36D8	BOURGOIN, CLIFFORD	8/1/2013	\$ 20.00	36	\$ 0.12
04-2510-4	37C3	LEWINSKI, DAVID	1/14/2010	\$ 20.00	1,331	\$ 4.38
08-0500-3	37C8	TENNEY, ROBERT E	11/6/2012	\$ 20.00	304	\$ 1.00
09-1910-2	3S9	VISNEY, ANDREW	12/6/2012	\$ 20.00	274	\$ 0.90
05-0410-2	3Y6	SAUNDERS, KENNETH C	4/18/2013	\$ 20.00	141	\$ 0.46
04-0760-3	46A1	KEITH, CLAUDE	9/10/2003	\$ 20.00	3,649	\$ 12.00
04-2410-3	47C3	WHEELLES, WILLIAM L	3/4/2013	\$ 20.00	186	\$ 0.61
04-0040-3	4A1	BRIDGES, VALERIE LYNN	5/22/2013	\$ 20.00	107	\$ 0.35
04-3820-5	4L1	MC CARROLL, NANCY	1/8/2013	\$ 20.00	241	\$ 0.79
04-3140-2	4N1	HEINER, FREDRICK W	10/11/2012	\$ 20.00	330	\$ 1.08
09-0160-2	50B9	ETHIER, RICHARD	2/13/2013	\$ 20.00	205	\$ 0.67
10-0580-2	55M10	PANTLING, ROBERT G	12/4/2012	\$ 20.00	276	\$ 0.91
04-0050-2	5A1	BROUGHTON, ANGELINA	11/16/2012	\$ 20.00	294	\$ 0.97
09-1570-2	5J9	CORRIGAN, RICHARD	1/7/2013	\$ 20.00	242	\$ 0.80
07-0690-2	5L7	FOX, LINDA D	10/2/2012	\$ 20.00	339	\$ 1.11
04-0940-2	64A2	DUBOIS, DOROTHY	8/3/2012	\$ 20.00	399	\$ 1.31
10-0680-2	65M10	WALL TRUST,	6/11/2013	\$ 20.00	87	\$ 0.29
07-0260-2	6C7	PLISKA, HENRY J	10/23/2012	\$ 20.00	318	\$ 1.05
04-2740-3	6E3	BARTON, NORMAN W	9/12/2012	\$ 20.00	359	\$ 1.18
04-3840-3	6L1	SPARKS, PAUL W	10/23/2012	\$ 20.00	318	\$ 1.05
04-2310-2	7/8C1	YOUNG, WILLIAM R	12/17/2012	\$ 20.00	263	\$ 0.86
04-1420-2	7B2	POPIL, LINDA	5/1/2013	\$ 20.00	128	\$ 0.42
08-0110-2	7B8	SMITH, JEFFREY	8/21/2013	\$ 20.00	16	\$ 0.05
09-1330-3	7I9	PROFAB HOLDING CORP,	8/6/2012	\$ 20.00	396	\$ 1.30
04-1120-3	82/83A2	GISHIA, JAMES M	3/5/2013	\$ 20.00	185	\$ 0.61
09-0850-4	8G9	DEHAVEN, BLANCHE	8/13/2013	\$ 20.00	24	\$ 0.08
09-1960-2	8S9	PAQUETTE, DOUGLAS A	10/2/2012	\$ 20.00	339	\$ 1.11
08-0040-2	96A8	WONG, PEARL	4/2/2013	\$ 20.00	157	\$ 0.52
07-0530-3	9D7	CLEMENT, JEAN	6/14/2012	\$ 20.00	449	\$ 1.48
07-0530-4	9D7	BYERS, TERREL L	2/5/2013	\$ 20.00	213	\$ 0.70
05-0470-2	9Y6	CHEN, ANTHONY	10/23/2012	\$ 20.00	318	\$ 1.05
05-0470-3	9Y6	PAQUETTE, DOUGLAS A.	8/26/2013	\$ 20.00	11	\$ 0.04
09-1960-3	8S9	DUBOIS, JEAN L	8/19/2013	\$ 20.00	18	\$ 0.06
		TOTAL		\$ 1,820.00		\$ 85.65

EXHIBIT "C"

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Marion

I, Christopher Zacco, am the Managing Member of Ocala Palms Utilities, LLC. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that I will personally provide or assist Ocala Palms Utilities, LLC in securing necessary funding to meet all reasonable capital needs and any operating deficits of the utility, which may arise as the result of the utility's operation of a certificated water utility in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.


Christopher Zacco
Managing Member

The foregoing instrument was acknowledged before me this 6th day of November, 2013, by Christopher Zacco, who is personally known to me or who has produced as identification.


NOTARY PUBLIC
My Commission Expires:



EXHIBIT "D"

Schedule of Regulatory Assessment Fees

**Reconciliation of Revenue to
Regulatory Assessment Fee Revenue
Water Operations
Class A & B**

**Company: Venture Associates Utilities Corporation
For the Period July 1 through September 6, 2013**

(a)	(b)	(c)	(d)
Accounts	Gross Water Revenues Per Sch. W-9	Gross Water Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Unmetered Water Revenues (460)	\$ _____	\$ _____	\$ _____
Total Metered Sales (461.1 - 461.5)	\$116,888.84	\$116,888.84	\$0.00
Total Fire Protection Revenue (462.1 - 462.2)	_____	_____	_____
Other Sales to Public Authorities (464)	_____	_____	_____
Sales to Irrigation Customers (465)	_____	_____	_____
Sales for Resale (466)	_____	_____	_____
Interdepartmental Sales (467)	_____	_____	_____
Total Other Water Revenues (469 - 474)	_____	_____	_____
Total Water Operating Revenue	\$116,888.84	\$116,888.84	\$0.00
LESS: Expense for Purchased Water from FPSC-Regulated Utility	_____	_____	_____
Net Water Operating Revenues	\$ _____	\$ _____	\$ _____

Explanations:

	Total Revenues 7/1/13 – 9/6/13	\$116,888.84
	Regulatory Assessment Fee %	4.50%
	Regulatory Assessment Fee Due Through 9/6/13 Transfer	<u>\$5,260.00</u>

Instructions:
For the current year, reconcile the gross water revenues reported on Schedule W-9 with the gross water revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

VENTURE ASSOCIATES UTILITIES CORPORATION



FLORIDA PUBLIC SERV. COMM	Invoice No	Date	Amount	Discount	Net Amount
ATTENTION: FISCAL SERVICE					
540 SHUMARD OAK BLVD.	REGULATORY ASSESS FEE				
TALLAHASSEE, FL	7-1-13 THRU 9-6-13	11/04	5260.00	0.00	5260.00
2399-0876					-----
			TOTAL=		\$5,260.00

DATE
11/04/13

CHECK NUMBER



**VENTURES ASSOCIATES
UTILITIES CORPORATION**
5970 N.W. 18TH PLACE
OCALA, FL 34482-8599

SUNTRUST BANK
NORTH CENTRAL FLORIDA
GOLDEN HILLS OFFICE
OCALA, FL



PAY **** FIVE THOUSAND TWO HUNDRED SIXTY & 00/100 DOLLARS

DATE AMOUNT

11/04/13 *****\$5,260.00
TWO SIGNATURES REQUIRED

TO THE ORDER OF:
FLORIDA PUBLIC SERV. COMM
ATTENTION: FISCAL SERVICE
2540 SHUMARD OAK BLVD.
TALLAHASSEE, FL 32399-0876



AUTHORIZED SIGNATURE
[Signature]

AUTHORIZED SIGNATURE **MP**

Security Features Included. Details on back.

EXHIBIT "E"

Water Tariff

OCALA PALMS UTILITIES, LLC

WATER TARIFF

AND

SERVICE AVAILABILITY AND
MAIN EXTENSION POLICY

FILED

FILED WITH THE FLORIDA PUBLIC SERVICE COMMISSION

OCALA PALMS UTILITIES, LLC

WATER TARIFF

2661 Northwest 60 Avenue
Ocala, Florida 34482-3933

Business Telephone: (352) 732-8662
Emergency Telephone: (352) 854-6420

Filed with the Florida Public Service Commission

CHRISTOPHER ZACCO
MANAGING MEMBER

WATER TARIFF
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Miscellaneous.	4.0
Technical Terms and Abbreviations.	5.0
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Service Availability	28.0 - 38.0
Contracts and Agreements	There are no Contracts At The Date of Original Issue. Or (Submit Contracts)

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC
WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 488-W

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Docket Number</u>	<u>Date issued</u>	<u>Type</u>
18121	860872-WU	09/08/87	Original Certificate
PSC-94-1621-FOF-WU	930892-WU	12/30/94	Certificate Amendment
PSC-98-1231-FOF WU	971670-WU	09/21/98	Certificate Transfer

(Continued to Sheet No. 3.1)

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No.3.0)

DESCRIPTION OF TERRITORY SERVED

A Parcel of land lying in section 3, 4 and 9, Township 15 South, Range 21 East, Marion County, Florida, Tallahassee Meridian
Being more particularly described as follows:

Beginning at the Southeast corner of said Section 4; thence S 4°48'07" W, along the East boundary of the Northeast 1/4 of said Section 9, 1322.45 feet to the Southeast corner of the N.E. 1/4 of the N.E. 1/4 of said Section 9; thence N 85°41'55" W, along the South boundary of the said N.E. 1/4 of the N.E. 1/4, 1297.34 feet to the S.W. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 9; thence continue N 85°41'55" W, along the South boundary of the N.W. 1/4 of the N.E. 1/4, 1297.33 feet to the S.W. corner of the said N.W. 1/4 of the N.E. 1/4 of said Section 9; Thence N 84°56'00" W, along the South boundary of the N.E. 1/4 of the N.W. 1/4 1348.41 feet, to the Southwest corner of the said N.E. 1/4 of the N.W. 1/4 of said Section 9; thence continue N 84°56'00" W, along the South boundary of the East 1/2 of the N.W. 1/4 of the N.W. 1/4 of said Section 9, 674.20 feet to the Southwest corner of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 5°01'04" E, along the west line of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4, 230.63 feet; thence N 85°09'24" W, 649.90 feet to the east right of way line of N.W. 60th Avenue (50' right of way); thence N 4°50'36" E, along the said East right of way line, 264.00 feet; thence S 85°09'24" E, departing said East right of way line, 650.70 feet to the West line of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 5°01'04" E, along said West line, 824.90 feet to the Northwest corner of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 84°30'04" W, along the South boundary of the S.W. 1/4 of said Section 4, 648.13 feet to the East right of way line of said N.W. 60th Avenue; thence N 4°52'39" E, along said east right of way line, 2643.25 feet to the North boundary of the S.W. 1/4 of said Section 4; thence S 85°17'29" E, along said North Boundary, 2649.01 feet to the Northeast corner of the said S.W. 1/4; thence S 4°09'21" W, along the East Boundary of the said S.W. 1/4, 315.00 feet (105 yards); thence S 85°17'29" E, parallel to the North boundary of the S.E. 1/4 of said Section 4, along the South boundary of the North 105 yards, 882.23 feet; thence N 4°28'23" E, along the West boundary of the East 6.36 chains of the N.W. 1/4 of the S.E. 1/4 of said Section 4, 44.39 feet to the South line of The North 4.10 chains of the said N.W. 1/4 of the S.E. 1/4; thence S 85°17'29" E, along the South boundary of the said North 4.10 chains, 352.15 feet; thence N 4°28'23" E, parallel to the East boundary of the N.W. 1/4 of the S.E. 1/4, 270.60 feet to the North boundary of the S.E. 1/4 of said Section 4; thence S 85°17'29" E, along the North boundary of the said S.E. 1/4, 414.98 feet to the Southerly right of way line of U.S. Highway No. 27 (State Road No. 500); thence S 57°36'40" E, along said Southerly right of way line, 2827.20 feet to the South boundary of the N.E. 1/4 of the

(Continued to Sheet No. 3.2)

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No.3.1)

S.W. 1/4 of said Section 3; thence N $85^{\circ}36'04''$ W, along said South boundary, 224.48 feet to the Southwest corner of the said N.E. 1/4 of the S.W. 1/4; thence continue N $85^{\circ}36'04''$ W, along the South boundary of the N.W. 1/4 of the S.W. 1/4 of said Section 3, 1324.81 feet to the Southwest corner of the said N.W. 1/4 of the S.W. 1/4; thence S $4^{\circ}47'44''$ W, along the East boundary of the S.E. 1/4 of said Section 4, 1321.71 feet to the Point of Beginning.

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC
WATER TARIFF

No Longer In Use

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

No Longer In Use

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

No Longer In Use

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

No Longer In Use

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC
 WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Marion	Ocala Palms	GS, RS	18.1, 19.1

CHRISTOPHER ZACCO
 MANAGING MEMBER

NAME OF COMPANY OCALA PALMS UTILITIES, LLC

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - VENTURE ASSOCIATES UTILITIES CORPORATION
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose ordinarily located on the customer's side of "Point of Delivery", whether such installation is owned by customer, or used by consumer under lease or otherwise.
- 5.0 "POINT OF DELIVERY" - The point where the company's pipes or meters are connected with pipes of the customer.
- 6.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey water service to individual service lines or to other mains.
- 7.0 "SERVICE LINES" - The pipes of the company which are connected from the mains to Point of Delivery.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to the Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the Water Certificate issued to the company by the Commission.
- 11.0 "CUSTOMER" - Means the person, firm or corporation who has entered into an agreement to receive water service from the company and who is liable for the payment of that water service.

CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY OCALA PALMS UTILITIES, LLC

INDEX OF RULES AND REGULATIONS

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CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY , OCALA PALMS UTILITIES, LLC

(Continued from Sheet No. 6.0)

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NAME OF COMPANY Ocala Palms Utilities, LLC

RULES AND REGULATIONS

1.0 POLICY DISPUTE - Any dispute between the company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

2.0 GENERAL INFORMATION - The company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the company, and in the absence of specific written agreement to the contrary, they apply without modifications or change to each and every customer to whom the company renders water service.

In the event that a portion of these Rules and Regulations is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way effect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The company shall provide service to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

3.0 SIGNED APPLICATION NECESSARY - Water service is furnished only upon signed application or agreement accepted by the Company and the conditions of such application or agreements are binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the company the correct name, street address or lot and block number, at which water service is to be rendered.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others, shall be tendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the company and an agent of the principal. The use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the company and under which such water service is rendered.

CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY OCALA PALMS UTILITIES, LLC

- 5.0 WITHHOLDING SERVICE - The company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the company of such household, organization or business for water service has been settled in full.
- Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.
- 6.0 EXTENSIONS - Extensions will be made to the company's facilities in compliance with the Rules/Orders/Tariff issued by the Commission.
- 7.0 LIMITATION OF USE - Water service purchased from the company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company. Water service furnished to the customer shall be rendered directly to the customer through company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service. In no case shall a customer, except with the written consent of the company extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish water service for adjacent property through one meter, even though such adjacent property be owned by him. In case of such unauthorized extension, remetering, sale or disposition of service, customer's water service is subject to discontinuance until such unauthorized extension, remetering, sale or disposition is discontinued and full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the company for all extra expenses incurred for clerical work, testing and inspections.
- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes

(Continued to Sheet No. 10.0)

CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY OCALA PALMS UTILITIES, LLC

(Continued from Sheet No. 9.0)

beyond its control. If at any time the company shall interrupt or discontinue its service for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the standard practice, conforming with the Rules and Regulations of the company, and in full compliance with all Laws and Governmental Regulations applicable to same. The company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the water service; and the company reserves the right to discontinue or withhold water service to such apparatus or device.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the company shall be made without written consent of the company. The customer will be liable for any change resulting from a violation of this rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by competent authority to insure that customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the company.

The Company reserves the right to inspect customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the company's property on the customer's premises, and shall knowingly permit no one but the company's agents, or persons authorized by law, to have access to the company's pipes and apparatus.

(Continued to Sheet No. 11.0)

CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY OCALA PALMS UTILITIES, LLC

(Continued from Sheet No. 10.0)

In the event of any loss, or damage to property of the company caused by or arising out of carelessness, neglect or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining and inspecting or removing company's property, reading meters and other purposes incident to performance under or termination of the company's agreement with the customer and if such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the company and without cost to the company all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 BILLING PERIODS - Bills for water service will be rendered (Monthly Bimonthly, Quarterly), bills are due when rendered and shall be considered as received by customer when delivered or mailed to water service address or some other place mutually agreed upon.
- Nonreceipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent and water service may then, after five (5) days written notice, be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge of \$ 10.00, when performed during regular working hours. After regular working hours the reconnection charge will be \$ 15.00. There shall be no liability of any kind against the company by reason of discontinuance of water service to the customer for failure of the customer to pay the bills on time.
- No partial payment of any bill rendered will be accepted by the company, except by agreement with company, or by order or direction of the Commission.
- 17.0 PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY - When both water and sewer service are provided by the company payment of any water service bill rendered by the company to a water service customer shall not be accepted

(Continued to Sheet No. 12.0)

CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY OCALA PALMS UTILITIES, LLC

(Continued from Sheet No. 11.0)

by the Company without the simultaneous or concurrent payment of any sewer service bill rendered by the Company. If the charges for water service are not so paid, the Company may discontinue both sewer service and water service to the customer's premises for nonpayment of the water service charges or if the charges for sewer service are not so paid the Company may discontinue both water service and sewer service to the customer's premises for nonpayment of the sewer service charge. The Company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or sewer public utility shall not be incorporated in the rate for water or sewer service but shall be shown as a separate item on the utility's bills to its customers in such municipality or county.

This charge must be approved by the Commission before being incorporated in the customer's bills.

- 19.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with water service, WRITTEN NOTICE thereof shall be given at the office of the company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company, consumer's deposit may NOT be transferred from one name to another.

For the convenience of its customers, the company will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advise shall not be deemed binding or be considered formal notification to the company.

(Continued to Sheet No. 13.0)

CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY Ocala Palms Utilities, LLC

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full or all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be.
- 24.0 CUSTOMER DEPOSIT - ESTABLISHMENT OF CREDIT - Before rendering service, the company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the utilities rules for prompt payment. Credit will be deemed so established if: (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested. (B) The applicant pays a cash deposit. (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond. The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$20.00</u>	<u>-</u>
1"	<u>\$20.00</u>	<u>-</u>
1 1/2"	<u>\$30.00</u>	<u>-</u>
2"	<u>\$35.00</u>	<u>-</u>

The company may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average

(Continued to Sheet No. 14.0)

CHRISTOPHER ZACCO
MANAGING MEMBER

actual charge for water and/or sewer service for two monthly billing periods for the 12 month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, then the utility shall base its new or additional deposit upon the average actual monthly billing available.

The company will pay interest on customer deposits at the rate of 6% per annum. The payment of interest will be made once each year as a credit in regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months of continuous service, then interest will be paid from the date of the commencement of service. The Company will pay or credit accrued interest to the customer accounts during the month of December each year.

After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months, (a) made more than one late payment of the bill (after the expiration of 20 working days from the date of mailing or delivery by the utility), (b) paid with a check refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Nothing in the rule shall prohibit the Company from refunding a deposit in less than 23 months.

- 25.0 REQUEST FOR METER TEST BY CUSTOMER- Should any customer request a bench test of his water meter, the Company will require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

<u>Meter Size</u>	<u>Fee</u>
5/8 x 3/4"	\$20.00
1 and 1 1/2"	\$25.00
2" and over	Actual Cost of Test

If the meter is found to register in excess of the accuracy limits prescribed by the Commission the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test.

Further, upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

- 26.0 ADJUSTMENT OF BILLS FOR METER ERROR- In meter tests made by the Commission or by the Company, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

(Continued to Sheet No. 15.0)

CHRISTOPHER ZACCO
MANAGING MEMBER

NAME OF COMPANY OCALA PALMS UTILITIES, LLC

(Continued from Sheet No. 14.0)

FAST METERS - Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility shall refund to the customer the amount billed in error for one-half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to but not beyond such date. The refund shall not include any part of any minimum charge.

METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

ACCURACY LIMITS IN PERCENT

METER TYPE	Maximum	Intermediate	New	Repaired
	Rate	Rate		
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97 -103	97 -103	95-103	90-103
Compound*	97 -103	97 -103	95-103	90-103

* The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

27.0 The Company shall file with the Commission copies of all Guaranteed Revenue Contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC
WATER TARIFF

28.0 MISCELLANEOUS SERVICE CHARGES - The company may charge the following miscellaneous service charges in accordance with the terms also stated below. If both water and sewer services are provided, only a single charge is appropriate unless circumstances beyond the control of the company require multiple actions.

INITIAL CONNECTION - This charge is levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge is levied for transfer of service to a new customer account at the same location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge is levied subsequent to disconnection of service for cause including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge is levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection	\$15.00	\$15.00
Normal Reconnection	\$15.00	\$15.00
Violation Reconnection	\$15.00	\$15.00
Premises Visit (in lieu of disconnection)	\$10.00	N/A
N/A - Not Applicable		

CHRISTOPHER ZACCO
MANAGING MEMBER

Ocala Palms Utilities, LLC

Water Tariff

INDEX OF RATE SCHEDULES

	<u>Sheet No.</u>
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General Service, GS	18.1
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Multi-Residential Service, MS	20.0
Fire Protection Charges	21.0

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

No Longer In Use

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

- AVAILABILITY - Available in the Ocala Palms service area.
- APPLICABILITY - To any customer for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8 x 3/4"	\$ 13.10
	3/4"	19.67
	1"	32.81
	1 1/2"	65.50
	2"	104.85
	3"	209.63
	4"	327.56
	6"	655.12
	8"	1048.19
	Consumption Charge per 100 Cubic Feet	\$ 2.45

MINIMUM CHARGE - Base Facilities Charge PER - Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EFFECTIVE DATE - December __, 2013

TYPE OF FILING - Transfer

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

No Longer In Use

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available in the Ocala Palms service area.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8 x 3/4"	\$ 13.10
	3/4"	19.67
	1"	32.81
	1 1/2"	65.50
	2"	104.85
	3"	209.63
	4"	327.56
	6"	655.12
	8"	1048.19
	Consumption Charge per 100 Cubic Feet	\$ 2.45

MINIMUM CHARGE - Base Facilities Charge PER - Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EFFECTIVE DATE - December __, 2013

TYPE OF FILING - Transfer

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by company

APPLICABILITY - To any master-metered residential customer including but not limited to Condominiums, Apartments and Mobile Home Parks.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and general Rules and Regulations of the Commission.

RATE - None Established

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

Effective:

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

FIRE HYDRANTS

WATER

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - To fire hydrants furnishing fire protection installed on public or private property connected to the water mains of the company.

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

RATE - Fire Protection Service Not Provided

MINIMUM CHARGE -

TERMS OF PAYMENT -

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

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Application for Water Service -----	24.0
Application for Meter Installation -----	25.0
Copy of Customer's Bill -----	26.0

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

CONSUMER'S GUARANTEE DEPOSIT RECEIPT

SAMPLE COPY

RECEIPT FOR DEPOSIT AND/OR OTHER PAYMENT N^o 07586

TO SECURE THE PAYMENT OF ALL BILLS DUE AND TO BECOME DUE THE COMPANY WILL REFUND ANY UNUSED PORTION OF ADVANCES PAID PLUS THE RESIDUE OF THE DEPOSIT AFTER SETTLEMENT OF THE FINAL BILL.

FROM: (NAME/ADDRESS)

BY: (VOID)

UNIT NO.	CD.	BOOK	ACCT.	DEPOSIT	ADV. WATER	SEWER	TRC. FEE	TAX

MISC. ACCOUNT	MISC. AMOUNT	TOTAL RECEIVED	DATE	TRANSACTION NUMBER

RECEIPT FOR DEPOSIT AND/OR OTHER PAYMENT N^o 07585

OFFICE COPY

FROM: (NAME/ADDRESS)

DATE

BY: (VOID)

UNIT NO.	CD.	BOOK	ACCT.	DEPOSIT	ADV. WATER	SEWER	TRC. FEE	TAX

MISC. ACCOUNT	MISC. AMOUNT	TOTAL RECEIVED	CHECK DATE	CHECK AMOUNT	REIMBURSED:

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

APPLICATION FOR WATER SERVICE

SAMPLE
COPY

SERVICE WORK ORDER

DATE ISSUED		ISSUED BY		TO BE COMPLETED	
NAME				CLASSIFICATION	
				RESIDENTIAL	
STREET				COMMERCIAL	
TOWN				OTHER	
MAIL OR FINAL BILL TO					
PAST OR FUTURE ADDRESS				CROSS FOLD	
DEPOSIT AMOUNT	DEPOSIT NUMBER	CREDIT APPROVED	CUSTOMER		
			NEW OLD		
FINAL BILLING INSTRUCTIONS DEPOSIT FINAL FROM DEPOSIT AND BILL OR REFUND FOR BALANCE DUE INSTRUCTIONS				LEAVE DEPOSIT INTACT AND MAIL FINAL BILL	
REMARKS					
CUT-ON OR SET					
COMPANY NO.	MFG. SERIAL NO.	READING	RATE		
CUT-OFF OR REMOVE					
COMPANY NO.	MFG. SERIAL NO.	READING	RATE		
DATE COMPLETED	COMPLETED BY	TAPPING FEE	ROUTE SHEET		
LEDGER SHEET	ADDRESSOGRAPH	METER HISTORY	FOLD		
AUTHORIZED BY					

A 28197

CHRISTOPHER ZACCO
MANAGING MEMBER

Ocala Palms Utilities, LLC

APPLICATION FOR METER INSTALLATION

SAMPLE
COPY

SERVICE WORK ORDER

DATE ISSUED	ISSUED BY	TO BE COMPLETED	
NAME		CLASSIFICATION	
STREET		RESIDENTIAL	
TOWN		COMMERCIAL	
MAIL OR FINAL BILL TO		OTHER	
PAST OR FUTURE ADDRESS		CROSS FOLD	
DEPOSIT AMOUNT	DEPOSIT NUMBER	CREDIT APPROVED	CUSTOMER
FINAL BILLING INSTRUCTIONS REMOVE FINAL FROM DEPOSIT AND BILL OR RETURN FOR BALANCE DUE INSTRUCTIONS		NEW OLD LEAVE SUPPORT INTACT AND MAIL FINAL BILL	
REMARKS			
CUT-ON OR SET			
COMPANY NO.	MFG. SERIAL NO.	READING	RATE
CUT-OFF OR REMOVE			
COMPANY NO.	MFG. SERIAL NO.	READING	RATE
DATE COMPLETED	COMPLETED BY	TAPPING FEE	ROUTE SHEET
LEDGER SHEET	ADDRESSOGRAPH	METER HISTORY	FOLD
AUTHORIZED BY			

A 28197

CHRISTOPHER ZACCO
MANAGING MEMBER

OCALA PALMS UTILITIES, LLC

COPY OF CUSTOMER'S BILL

SAMPLE
COPY

Ocala Palms Utilities, LLC.
5970 N.W. 18th Place
Ocala, Florida 34482-8936

RETURN POSTAGE GUARANTEED

READINGS

MAIL TO.

[Empty rectangular box]

PLEASE RETURN THIS STUB WITH
YOUR PAYMENT

AMOUNT DUE NOW

Payable Upon Receipt

Bill Date:

Past Due On:

[Empty rectangular box]

[Empty rectangular box]

[Empty rectangular box]

RETAIN THIS PORTION
FOR YOUR RECORDS

FOR OFFICE USE ONLY

CHRISTOPHER ZACCO
MANAGING MEMBER

INDEX OF SERVICE AVAILABILITY
AND MAIN EXTENSION

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SERVICE AVAILABILITY AND MAIN EXTENSION POLICY1.0 GENERAL INFORMATION

The Utility adopts and incorporates herein by reference Chapter 25-30.51 through 25-30.585, Florida Administrative Code (F.A.C.).

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matter of economic feasibility as defined by Rule 25-30.515(7), F.A.C. Service hereunder is available only by entering into a service agreement between Utility and Contributor (Developer, Builder, Owner).

3.0 OBLIGATIONS OF UTILITY

Utility shall maintain copies of this Policy available for the inspection by any property owner, developer, builder, or prospective consumer desiring information regarding all elements of the cost of connecting to the water facilities of the Utility, and such copies shall be maintained at its general office.

Utility shall maintain "as-built" information of its water facilities in its office or in the office of its designated representatives for the purpose of providing reasonable information concerning the location of its water facilities.

Utility shall install all meters upon the request of prospective consumers providing that the total contributions in aid of construction as set forth below have been paid in accordance with the provisions of this Policy.

4.0 OBLIGATIONS OF DEVELOPER

All contributors and developers shall furnish to the Utility accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. Developers who increase their density factors and/or consumption requirements during the course of construction of the project are liable for an adjustment in their total contributions in aid of construction applicable to developer's project.

(Continued from Sheet No. 28.0)

Developer is responsible for errors or changes in engineering information furnished to Utility when such error or change results in increased cost to Utility for any construction which Utility may undertake in connection with installing water distribution facilities or which would necessitate a new design or re-design of water distribution plans.

5.0 REQUIREMENT FOR PAYMENT OF C.I.A.C.

The Utility requires the payment of contributions in aid of construction either by cash payments or through transfer of water distribution facilities and appurtenances thereto which have been installed by the contributor or through a combination of both cash payments and a transfer of such facilities to the Utility.

For the purpose of this Policy, the term contributions in aid of construction shall include the on-site water distribution system contributed in cash, or in kind; payments to defray, in part or in total, the cost of the off-site lines and related facilities; payments to defray the cost of the treatment facilities; and meter installation fees.

6.0 C.I.A.C. - TREATMENT FACILITIES

Utility requires that all contributors pay contributions based in part on a pro rata share of the cost of treatment plant facilities, whether or not the facilities have been constructed or may be constructed to continue to render service. Such payments are herein defined as contributions in aid of construction and shall be made by all contributors upon approval of the governmental agency having jurisdiction of this Policy, where water service is available or agreed to be made available, in the territory.

Utility further declares that these contributions shall be uniform among all contributors notwithstanding provisions of prior developer agreements or the practices and procedures pertaining to such charges as established prior to the adoption of Chapter 25-30.585, F.A.C.

6.1 SCHEDULE OF C.I.A.C. FOR TREATMENT FACILITIES

C.I.A.C. for treatment facilities (Plant Capacity Charge) must be paid prior to the commencement of water service as a prerequisite for such service as approved on the Statement of Fees and Charges on page 38.0.

Effective Date

6.2 Calculation of C.I.A.C. Treatment Facilities Other than Residential

Commercial, Industrial and all others will be computed based on the equivalent number of residential connections (E.R.C.'s) which shall be the estimated average daily demand for the development divided by 350 gallons. An E.R.C. is defined for purposes hereof as a single family detached residence. The charges shall be the total number of estimated gallons of daily usage times the charge per gallon in Rule 6.1 above.

6.3 Treatment Plant Capacity Allocations

Upon payment by the contributor and its proper execution of an agreement for service availability pursuant to these rules, the Utility will reserve and will allocate to the contributor the portion of water plant capacity as set forth in the agreement for a period of eighteen (18) months from the date of payment of all amounts set forth in the agreement. The Utility will not be obligated to provide capacity or service in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity. (Rule No. 25-30.54(3) F.A.C.)

In no event shall the Utility be required to build or accept plans, specifications, contributions in aid of construction or agreements predicated upon demand for water service less than 350 gallons per single family residential equivalent.

6.4 Contributions in Aid of Construction Based on Actual and Experienced Demand

If the experience of the Developers after twelve months' actual usage exceeds the estimated gallons computed in Rule 6.2, the Utility shall have the right to collect additional contributions in aid of construction. The twelve-month period shall commence when Certificates of Occupancy have been issued for the Developer's entire project.

7.0 "OFF-SITE" FACILITIES

Off-site transmission and distribution systems shall be provided by the Utility.

For the purpose of this Policy, the term "off-site" shall be defined as those main water transmission lines necessary to connect developer's property with facilities of Utility adequate in size to transmit to developer's property an adequate quantity of water under adequate pressure.

7.1 Construction of Oversized Facilities

Utility may require the installation of oversized off-site lines and facilities to provide service for other properties in accordance with the master plan of Utility. In this event, Contributor may be required to advance the cost and may then be the subject of a refundable advance agreement, as hereinafter provided, Rule 17.0.

8.0 CONTRIBUTIONS IN AID OF CONSTRUCTION - ON-SITE FACILITIES

Each developer and contributor shall be responsible for the design of the complete water distribution located in the street or streets adjoining or within the boundaries of developer's property. The provisions of this Rule may be waived by the Utility at its sole option in situations involving single or individual connections to readily accessible utility mains or equipment.

An "on-site" water distribution system is defined to include all component parts of a water distribution system, including valves, fittings, laterals, hydrants and all appurtenances as shown upon the approved design of such water distribution system.

Construction and installation of all on-site facilities shall be the responsibility of the utility.

The Contributor shall pay a Main Extension (on-site) Charge as stated on the Schedule of Fees and Charges on page 38.0.

8.1 Design and Construction of "On-Site" Facilities

Contributor shall design the on-site facilities provided, however, such design shall be subject to the prior approval of the Utility. In the alternative, Utility may design on-site facilities and require Contributors to pay the actual cost of design, including all necessary fees.

8.2 Construction of Oversized Facilities

Utility may install or may require the installation of oversized lines or facilities on Contributor's property to provide service to other properties in accordance with the master plan of Utility. In this event, Contributor will be required to advance the entire cost, and the balance of the cost in excess of the cost to serve the Contributor may then be the subject of a refundable advance agreement as hereinafter provided.

9.0 ON-SITE SYSTEM DESIGN

Utility shall recognize the design of water facilities prepared by a professional engineer registered in the State of Florida regularly engaged in the field of sanitary engineering, covering the design of developer's on-site water distribution system. Provided, however, that each such design shall be fully subject to the approval of Utility's engineer and shall conform in all respects to the criteria of Utility governing the installation of utility facilities ultimately to be installed by Utility. Utility shall charge a fee, the actual cost to Utility, for reviewing such engineering plans and furnishing to developer's engineer, various information regarding location and criteria. All designs of water distribution facilities are at all times subject to the approval of other agencies having jurisdiction over such design.

Provided, however, that the Utility will establish specifications based upon good engineering and utility construction practices, and shall provide such specifications to the developers or their representative. Any such specifications shall be incorporated into the design and construction of the on-site distribution systems.

(Continued from Sheet No. 32.0)

In the event that such specifications are not incorporated into the on-site system design, the Utility reserves the right to order suspension of further design or construction pending correction of the deficiencies.

10.0 CUSTOMER INSTALLATION

Any facilities physically located within the consumer's property lines shall not be transferred to Utility and shall be the property of individual customers, their successors or assigns.

11.0 EASEMENTS AND RIGHTS-OF-WAY

As a prerequisite to the construction of any water distribution system proposed to be connected to the facilities by Utility, Contributors shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of Utility. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Utility attorney. Such conveyances shall be made without cost to Utility. Utility reserves the right to require such easement or right-of-way to the point at which the Utility's facilities join with consumer's installation.

12.0 C.I.A.C. - METER INSTALLATION

Utility will charge each person requesting water service a contribution to offset the Utility's cost of the meter, appurtenances and cost of installation for the size meter required by the use characteristics of the property and the customer to be served as determined by the Utility.

This contribution will be paid by consumers for the meter and meter installation and shall be charged only one time for the meter and its installation at any one location, provided, however, that requests to exchange existing meters for meters of a larger size will result in a charge to the prospective consumer of the difference between the existing smaller size meter and the requested larger size meter. The amount of contributions for meter installations are listed on Tariff Sheet No. 38.0, Schedule of Fees and Charges.

Effective Date

13.0 C.I.A.C - CUSTOMER CONNECTION CHARGE

The amount of contribution to reflect the cost of tapping into the main will not exceed the actual cost of tapping into the main line and extending a service pipe from the main to the customer's installation.

This contribution will only be imposed when facilities previously installed have no service line to the Developer's property.

14.0 EXTENSIONS OUTSIDE CERTIFICATED TERRITORY

Owners, builders or developers being potential consumers whose property lies outside the Utility's certificated area, may apply to the Utility for the extension of water distribution mains to said property.

Property service outside the Utility's territory involves formal notice and formal proceedings before the Florida Public Service Commission (Chapter 367.061, Florida Statutes), and, therefore, entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility in providing service within its territory.

Therefore, the Utility will not be obligated to provide its services outside the territory unless the contributor agrees, in advance, to defray those additional expenses and pay to the Utility the estimated cost thereof subject to approval by the Florida Public Service Commission. The advance payment will be adjusted to conform with the actual expenses after the proceedings have been concluded.

The Utility will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible as determined by a competent engineering study.

The Utility will not extend its facilities in situations where the extensions will result in the service to existing customers to suffer either as a result of reduction of capacity to provide its service to customers, or diminishment of economic capability of the Utility to meet its financial commitments.

15.0 ADJUSTMENT PROVISIONS

Governmental Authority: The charges set forth in this Policy and contracts drawn pursuant thereto are subject to adjustment by appropriate action of the governmental agency having jurisdiction of this policy, whether upon the initiative of the governmental agency or by request of the Utility.

16.0 REFUNDABLE ADVANCES

Utility may require, in addition to the contribution schedule set forth herein, a refundable advance by Contributor, Developer or Builder to further temporarily defray the cost of any major extension of water mains necessary to connect the subject property with the then terminus of Utility's water mains adequate to provide service to the subject property. The purpose of such refundable advance is to temporarily limit the Utility's investment in extended facilities based upon the economic feasibility of the cost of the extension versus the gross revenues anticipated and the time or time periods within which to realize such anticipated revenues.

In the event Utility requires a refundable advance, Contributor shall be entitled to receive from Utility a refund agreement which provides for a refund of such advance, less the Contributors pro rata fair share of the costs of the extension, in accordance with a refund plan based upon the connection of other property owners served by the same extension of water and/or related to the occupancy of the subject property relating to the receipt of gross revenues. The amount advanced by Contributor shall be subject to refund by the Utility in cash, without interest, in annual installments for a period not to exceed seven (7) years from the date shown on the specific Refundable Advance Agreement. In no event shall a refundable advance exceed the anticipated cost to be incurred by Utility in the extension of its water mains from its then present terminus to the nearest point on the property line of the subject property in closest proximity to the first development. Requirements for refundable advances shall not include advances for the construction of water treatment plant facilities.

17.0 SPECIAL CONTRACTS

Utility company will require special contracts for service to areas of development when the economic feasibility (as defined in Rule 25-30.515(7), F.A.C.) of service to such areas is not met by application of the above connection and Main Extension charges. Such special contracts may entail refundable advances, guaranteed revenues or other special deposits in order to make the main extensions to such areas feasible.

Any special contract entered into will be filed with the Florida Public Service Commission and is subject to its approval.

18.0 DEVELOPER AGREEMENTS REQUIRED

The Contributor, Owner, Builder or Developer may be required to execute a "Developer's Agreement" setting forth such reasonable provisions governing Contributor's and Utility's responsibility pertaining to the installation of service facilities; the interconnection of plumber's lines with the facilities of Utility; the manner and method of payment of contributions in aid of construction; matters of exclusive service rights by Utility; standards of construction or specifications; time commitments to "take and use water service"; engineering errors and omissions; rules, regulations and procedures of Utility; prohibitions against improper use of Utility's facilities and other matters normally associated with and contained in developer agreements. Nothing contained in such developer agreements shall be in conflict with this Extension Policy as included in the Utility's Tariff on file with the Florida Public Service Commission.

Should conditions warrant an agreement other than the Utility's standard agreement, Developer will be required to pay all actual costs for the services of an independent counsel or persons qualified to draft and prepare such agreement.

OCALA PALMS UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 36.0)

19.0 CITY OF OCALA IMPACT FEE

The Utility will charge each person requesting water service a fee to offset the City of Ocala impact fee. This fee will be paid prior to initiation of service at any one location. The fees required for the City of Ocala impact fee are listed on Sheet No. 38.0.

EFFECTIVE DATE - December __, 2013

TYPE OF FILING - Transfer

CHRISTOPHER ZACCO
MANAGING MEMBER

TABLE OF DAILY FLOWS
FOR VARIOUS OCCUPANCY

Types of Building Usages

Apartments	250 gpd
Bars and Cocktail Lounges	5 gpcd (1)
Boarding Schools (Students and Staff)	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	100 gpd (2)
Country Clubs, per member	25 gpcd
Day Schools (Students and Staff)	10 gpcd
Drive-In Theatres (per car space)	5 gpd
Factories, with showers	30 gpcd
Factories, no showers	10 gpd/100 sq. ft.
Hospitals, with laundry	250 gpd/bed
Hospitals, no laundry	200 gpd/bed
Hotels and Motels	200 gpd/room and unit
Laundromat	225 gpd/washing machine
Mobile Home Parks	300 gpd/trailor
Movie Theatres, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq. ft.
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein)	75 gpcd
Restuarants (per seat)	50 gpcd
Single Family Residential	350 gpd
Townhouse Residence	250 gpd
Stadiums, Frontons, Ball Parks, etc, (per seat)	3 gpd
Stores, without kitchen wastes	5 gpd/100 sq. ft.
Speculative Buildings	30 gpd plus 10 gpd/100 sq. ft.
Warehouses	30 gpd plus 10 gpd/1000 sq. ft.

- (1) gpcd - gallons per capita per day
(2) gpd - gallons per day

Effective Date

OCALA PALMS UTILITIES, LLC

WATER TARIFF

SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Palm Cay</u>	<u>Ocala Palms</u>	<u>Sheet No.</u>
Main Extension Charge			
Residential-per ERC (350 gpd)	\$ 417.00	\$ 715.00	31.0
All Others-per gallon	\$ 1.19	\$ 2.0429	31.0
Off-site Facilities			
Refer to Rule 7.0 & 7.1	Actual Cost	Actual Cost	31.0
Refundable Advances			
Refer to Rule 16.0	Actual Cost	Actual Cost	35.0
Plant Capacity Charge			
Residential-per ERC (350 gpd)	\$ 300.00	N/A	29.0
All Others-per gallon	\$.86	N/A	29.0
Meter Installation Fees			
5/8 X 3/4"	\$ 75.00	\$ 100.00	33.0
1"	\$ 105.00	Actual Cost	33.0
1 1/2"	\$ 155.00	Actual Cost	33.0
2"	Actual Cost	Actual Cost	33.0
Over 2"	Actual Cost	Actual Cost	33.0
Customer connection (Tap-in) Charge			
Refer to Rule 13.0	Actual Cost	Actual Cost	34.0
Plan Review and Inspection Fees			
Refer to Rule 9.0	Actual Cost	Actual Cost	32.0
Inspection Fee			
Refer to Rule 8.1	Actual Cost	Actual Cost	32.0
City of Ocala Impact Fee			
Refer to Rule 19.0			36.1
Residential-per ERU 0-1,499 sq. ft.	N/A	\$ 503.00	
Residential-per ERU 1,500-2,499 sq. ft.	N/A	\$ 629.00	
Residential-per ERU 2,500-3,499 sq. ft.	N/A	\$ 838.00	
Residential-per ERU 3,500 sq. ft.	N/A	\$1,048.00	
All Others-Per Gallon	N/A	N/A	

EFFECTIVE DATE - December __, 2013

TYPE OF FILING - Transfer

CHRISTOPHER ZACCO
MANAGING MEMBER

EXHIBIT "F"

Water Certificate 488-W

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

488 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

VENTURE ASSOCIATES UTILITIES CORP.

Whose principal address is:

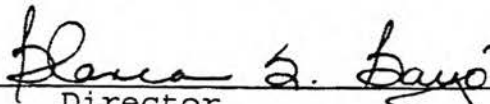
5000 U.S. Highway 27
Ocala, FL 34482 (Marion County)

to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	18121	DOCKET	860872-WU
ORDER	PSC-94-1621-FOF-WU	DOCKET	930892-WU
ORDER	PSC-98-1231-FOF-WU	DOCKET	971670-WU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

FLORIDA PUBLIC SERVICE COMMISSION



Director
Division of Records and Reporting

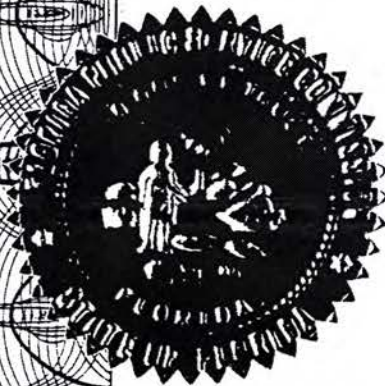


EXHIBIT "G"

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared F. Marshall Deterding, attorney for Venture Associates Utilities Corp. and that on the 8th of November, 2013, he did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.



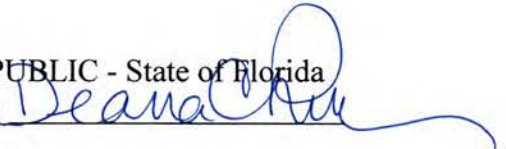
F. MARSHALL DETERDING

Sworn and subscribed to before me this 8th day of November, 2013, by F. Marshall Deterding, who is personally known to me.



NOTARY PUBLIC - State of Florida

Print Name: _____



**NOTICE OF APPLICATION FOR TRANSFER UTILITY ASSETS
AND WATER CERTIFICATE**

NOTICE IS HEREBY given on the 8th day of November, 2013, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of the Utility Assets of Venture Associates Utilities Corporation, and Certificate No. 488-W to Ocala Palms Utilities, LLC, providing water service to the following described territory in Marion County, Florida:

A parcel of land lying in Section 3, 4 and 9, Township 15 South, Range 21 East, Marion County, Florida, Tallahassee Meridian being more particularly described as follows:

Beginning at the Southeast corner of said Section 4, thence S 4°48'07" W, along the East boundary of the Northeast ¼ of said Section 9, 1322.45 feet to the Southeast corner of the N.E. ¼ of the N.E. ¼ of said Section 9; thence N 85°41'55" W, along the South boundary of the said N.E. ¼ of the N.E. ¼, 1297.34 feet to the S.W. corner of the N.E. ¼ of the N.E. ¼ of Section 9; then continue N 85°41'55" W, along the South boundary of the N.W. ¼ of the N.E. ¼, 1297.33 feet to the S.W. corner of the said N.W. ¼ of the N.E. ¼ of said Section 9; then N 84°56'00" W, along the South boundary of the N.E. ¼ of the N.W. ¼ 1348.41 feet, to the Southwest corner of the said N.E. ¼ of the N.W. ¼ of said Section 9; thence continue N 84°56'00" W, along the South boundary of the East ½ of the N.W. ¼ of the N.W. ¼ of said Section 9, 674.20 feet to the Southwest corner of the said East ½ of the N.W. ¼ of the N.W. ¼; thence N 5°01'04" E, along the west line of the said East ½ of the N.W. ¼ of the N.W. ¼, 230.63 feet; thence N. 85°09'24" W, 649.90 feet to the east right of way line of N.W. 60th Avenue (50' right of way); thence N 4°50'36" E, along the said East right of way line, 264.00 feet; thence S 85°09'24" E, departing said East right of way line, 650.70 feet to the West line of the said East ½ of the N.W. ¼ of the N.W. ¼; thence N 5°01'04" E, along said West line, 824.90 feet to the Northwest corner of the said East ½ of the N.W. ¼ of the N.W. ¼; thence N 84°30'04" W, along the South boundary of the S.W. ¼ of said Section 4, 648.13 feet to the East right of way line of said N.W. 60th Avenue; thence N 4°52'39" E, along said East right of way line, 2643.25 feet to the North boundary of the S.W. ¼ of said Section 4; thence S 85°17'29" E, along said North boundary, 2649.01 feet to the Northeast corner of the said S.W. ¼; thence S 4°09'21" W, along the East boundary of the said S.W. ¼, 315.00 feet (105 yards); thence S 85°17'29" E, parallel to the North boundary of the S.E. ¼ of said Section 4, along the South boundary of the North 105 yards, 882.23 feet; thence N 4°28'23" E, along the West boundary of the East 6.36 chains of the N.W. ¼ of the S.E. ¼ of said Section 4, 44.39 feet to the South line of the North 4.10 chains of the said N.W. ¼ of the S.E. ¼; thence S 85°17'29" E, along the South boundary of the said North 4.10 chains, 352.15 feet; thence N 4°28'23" E, parallel to the East boundary of the N.W. ¼ of the S.E. ¼, 270.60 feet to the North boundary of the S.E. ¼ of said Section 4; thence S 85°17'29" E, along the North boundary of the said S.E. ¼, 414.98 feet to the Southerly right of way line of U.S. Highway No. 27 (State Road 500); thence S 57°36'40" E, along said Southerly right of way line, 2827.20 feet to the South boundary of the N.E. ¼ of the S.W. ¼ of said Section 3; thence N 85°36'04" W, along the said South boundary, 224.48 feet to the Southwest corner of the said N.E. ¼ of the S.W. ¼; thence continue N 85°36'04" W, along the South boundary of the N.W. ¼ of the S.W. ¼ of said Section 3, 1324.81 feet to the Southwest corner of the said N.W. ¼ of the S.W. ¼; thence S 4°47'44" W, along the East boundary of the S.E. ¼ of said Section 4, 1321.71 feet to the Point of Beginning.

Any objections to the Application must be made in writing and filed with the Commission Clerk, Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the date of this Notice, with a copy to F. Marshall Deterding, Esquire, Sundstrom, Friedman & Fumero, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301. The objection must state the grounds for the objection with particularity.

VENTURE ASSOCIATES UTILITIES CORPORATION
and OCALA PALMS UTILITIES, LLC

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
10/24/2013 - 12/22/2013**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>MARION COUNTY</u>	
ARMA WATER SERVICE, LLC (WU930) 900 WASHINGTON STREET HOLLYWOOD, FL 33019-1922	ARNALDO BARROS (646) 795-9054
BFF CORP. (SU595) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
C.F.A.T. H2O, INC. (WS719) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
COUNTY-WIDE UTILITY CO., INC. (WU008) P. O. BOX 1476 OCALA, FL 34478-1476	JAMES K. LEEWARD (352) 245-7007
EAST MARION SANITARY SYSTEMS, INC. (SU535) G-4225 MILLER ROAD, #190 FLINT, MI 48507-1227	HERBERT HEIN (810) 733-6342
EAST MARION SANITARY SYSTEMS, INC. (WU536) G-4225 MILLER ROAD, #190 FLINT, MI 48507-1227	HERBERT HEIN (810) 733-6342
GCP FAIRFIELD VILLAGE, LLC (WU959) % ALL COMMUNITY SERVICES, LLC 380 PARK PLACE BLVD., SUITE 200 CLEARWATER, FL 33759-4929	(727) 726-8868
MARION UTILITIES, INC. (WS160) 710 N.E. 30TH AVENUE OCALA, FL 34470-6460	TIM E. THOMPSON (352) 622-1171
OB UTILITY SYSTEMS, L.L.C. (WS945) 5100 WEST LEMON STREET, SUITE 308 TAMPA, FL 33609-1129	JORDAN RUBEN (813) 282-6754
RESIDENTIAL WATER SYSTEMS, INC. (WU370) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DEMENZES (352) 622-4949
S & L UTILITIES, INC. (SU327) P. O. BOX 4186 OCALA, FL 34478-4186	TERESA P. FLETCHER (352) 671-1028

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
10/24/2013 - 12/22/2013**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>MARION COUNTY</u>	
SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (WS746) % FOR SADDLE OAK 27777 FRANKLIN ROAD, SUITE 200 SOUTHFIELD, MI 48034-8205	JIM HOEKSTRA (248) 208-2554
SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (WU239) 10230 E. HIGHWAY 25 BELLEVIEW, FL 34420-5531	JAMES H. HODGES (352) 347-8228
TRADEWINDS UTILITIES, INC. (WS350) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
UTILITIES, INC. OF FLORIDA (WU443) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
UTILITIES, INC. OF FLORIDA (SU661) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
VENTURE ASSOCIATES UTILITIES CORP. (WU512) 5970 N.W. 18TH PLACE OCALA, FL 34482-8936	ARTHUR F. TAIT (352) 732-8662
WINDSTREAM UTILITIES COMPANY (WU385) P. O. BOX 4201 OCALA, FL 34478-4201	L. E. (BUTCH) DLOUHY (352) 620-8290

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
10/24/2013 - 12/22/2013**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, MARION COUNTY
601 S.E. 25TH AVENUE
OCALA, FL 34471-2690

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

DEP SOUTHWEST DISTRICT
13051 N. TELECOM PARKWAY
TEMPLE TERRACE, FL 33637-0926

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

MAYOR, CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431-6744

MAYOR, CITY OF OCALA
101 S.E. WATULA AVENUE
OCALA, FL 34471-2180

MAYOR, TOWN OF REDDICK
P. O. BOX 99
REDDICK, FL 32686-0099

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

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

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

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

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
10/24/2013 - 12/22/2013**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
10/24/2013 - 12/22/2013**

UTILITY NAME

STATE OFFICIALS

MANAGER

OFFICE OF PUBLIC COUNSEL
111 WEST MADISON STREET
SUITE 812
TALLAHASSEE, FL 32399-1400

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT "H"

WILL BE LATE FILED

(Affidavit of Notice given to Customers)

EXHIBIT "I"

WILL BE LATE FILED

(Affidavit of Publication)



ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON WHITE PAPER AND MICRO PRINT SIGNATURE LINES

**VENTURES ASSOCIATES
UTILITIES CORPORATION**
5970 N.W. 18TH PLACE
OCALA, FL 34482-8599

SUNTRUST BANK
NORTH CENTRAL FLORIDA
GOLDEN HILLS OFFICE
OCALA, FL



PAY

ONE THOUSAND FIVE HUNDRED & 01/100 DOLLARS

10/24/13 DATE \$1,500.00 AMOUNT

TO THE
ORDER
OF:

FLORIDA PUBLIC SERV. COMM
ATTENTION: FISCAL SERVICE
2540 SHUMARD OAK BLVD.
TALLAHASSEE, FL 32399-0876

TWO SIGNATURES REQUIRED

AUTHORIZED SIGNATURE
[Handwritten Signature]

AUTHORIZED SIGNATURE

MP

Security Features Included. Details on back.

