



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

PHILIP WOODS (904) 867-8334  
Name Phone No.

1705 SE FORT KING STREET  
Street address

Ocala FL. 32671  
City State Zip Code

D) The name, address and emergency telephone number of the utility contact person under the new ownership:

PHILIP WOODS 904 368-2338 (Home)  
Name Phone No. (904) 867-8334 (24 HR SERVICE)

3225 SE 21<sup>TH</sup> AVE  
Street address

Ocala FL. 32671  
City State Zip Code

E) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other \_\_\_\_\_  
(specify)

F) If the buyer is other than a sole proprietorship (i.e., a corporation, partnership, etc.), list the date and state of incorporation or organization.

MAY 3, 1988 - FLORIDA

G) If the buyer is a corporation, provide the certificate number issued by the Florida Secretary of State's office M 79675

H) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

Philip Woods - President - TRES  
1705 SE FORT KING ST. Ocala, FL  
Joan H. Woods - SEC.  
1705 SE FORT KING ST Ocala, FL

I) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

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

J) Is the buyer operating under a fictitious name?

Yes X No \_\_\_\_\_

1) If yes, what is the name(s)?

A.P. UTILITIES, INC

2) Have the requirements of the fictitious name statute, Section 865.09, Florida Statutes, been met? YES N/A

If yes, name of County: MARION Date: \_\_\_\_\_

**PART II NOTICE OF ACTUAL APPLICATION**

A) Exhibit A - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by certified mail or personal delivery to the governing body of the county in which the system is located, the governing body of any municipality within a four (4) mile radius of the territory, any water or wastewater utility within a four (4) mile radius of the territory, regional planning agency, the Public Counsel and the Public Service Commission. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit B - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit C - Immediately upon completion of publication, an affidavit that the notice of actual application was published once each week for three (3) consecutive weeks in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. Copies of the advertisements shall accompany the affidavit. THIS WILL BE A LATE-FILED EXHIBIT.

### PART III FILING FEE

A) Indicate the filing fee enclosed with the application:  
\$ 150.00 (one fee for water and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is determined by the capacity of the system proposed to be transferred. To determine the fee, equate the design capacity of the system and/or plant to persons. One equivalent residential connection equates to 3.5 persons. One hundred gallons per day, per person (100 gpd/p) is accepted design criteria in representing water consumer per day per person and/or representing wastewater flow per day per person. If the design capacity of the system or plant is known in gallons then divide this figure by 100 to find the number of persons that can be served.

1) 1 to 999 persons	\$ 150.00
2) 1,000 to 4,999 persons	\$ 900.00
3) 5,000 to 9,999 persons	\$ 1,500.00
4) 10,000 or more persons	\$ 2,250.00

### PART IV FINANCIAL INFORMATION

A) The full name, address and telephone number of the person who has possession of the books and records of the seller:

PHILIP WOODS (904) 867-8334  
Name Phone No.  
1705 SE FORT KING STREET  
Office street address  
Ocala FL 32671  
City State Zip Code



- B) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection.
- C) Exhibit D - A copy of the proposed contract for sale, which shall include:
- 1) Purchase price and terms of payment; and
  - 2) A list of the assets purchased and liabilities assumed or not assumed.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- 1) Customer deposits and interest thereon;
  - 2) Any guaranteed revenue contracts;
  - 3) Developer agreements;
  - 4) Customer advances;
  - 5) Debt of the utility; and
  - 6) Leases.
- D) Exhibit E - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit N/A - If the sales transaction has been consummated, provide a statement setting forth the reasons for closing prior to Commission approval.
- F) Exhibit F - A statement of how the buyer is financing the purchase.
- G) Exhibit F - A list of all entities which have provided or will provide funding to the buyer and copies of any financial agreements.
- H) Exhibit \_\_\_\_\_ - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, indicate the Order No. and date issued. 13292 5/15/84 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- I) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

PART V OTHER

- A) Exhibit G - A statement by the applicant indicating how the transfer ~~is in~~ the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the transferee will fulfill the commitments, obligations and representations of the transferor.
- B) List the names and locations of other water and/or wastewater utilities owned by the transferee and PSC certificate numbers, if any.

None

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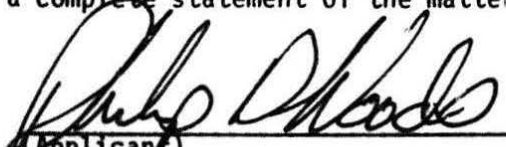
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- C) Exhibit H - Evidence in the form a warranty deed that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land.
- D) Exhibit I - The original and two copies of proposed tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or ~~wastewater~~ systems.

PART VI AFFIDAVIT

I PHILIP D. WOODS (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

  
\_\_\_\_\_  
(Applicant)

BY: PHILIP D. WOODS PRESIDENT  
Name and Title\*

Subscribed and sworn to before me this \_\_\_\_\_ 5 of  
February 19 91.

  
\_\_\_\_\_  
Notary Public

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

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

TO WHOM IT MAY CONCERNED:

Re: MARICO PROPERTIES (QUAIL RUN)

I HEREBY CERTIFY THAT I HAVE GIVEN NOTICE TO THE UTILITIES AND GOVERNING BODIES ACCORDING TO SAID RULE THAT THIS SYSTEM IS BEING TRANSFER IN ACCORDANCE WITH SECTION 367.045(1)(a) FLORIDA STATUTES AND RULE 25-30.030 FLORIDA ADMINISTRATIVE CODE BY CERTIFIED MAIL.

A handwritten signature in cursive script, appearing to read "Philip Woods".

PHILIP WOODS  
A.P. UTILITIES, INC.

EXHIBIT A



LEGAL NOTICE

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

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

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

A.P. Utilities  
1705 S.E. Fort King Street  
Ocala, Florida  
32671

EXHIBIT A

TO WHOM IT MAY CONCERNED:

Re: MARICO PROPERTIES (QUAIL RUN)

I HEREBY CERTIFY THAT I HAVE GIVEN NOTICE TO THE CUSTOMERS OF THIS SYSTEM BEING TRANSFER IN ACCORDANCE WITH RULE 25-30.030 FLORIDA ADMINISTRATIVE CODE BY REGULAR MAIL.



PHILIP WOODS  
A.P. UTILITIES, INC.

EXHIBIT B

NOTICE

A change in Majority Organization Control of A.P. Utilities, Inc. has been applied for to the Public Service Commission. Michael D. Blake is selling his portion of the stock in said Corporation to Philip D. Woods. Pursuant to Chapter 367.071, Florida Statutes all customers have the rights to file any objection with the Public Service Commission. Any objection must be made in writing within thirty days from this date to the Division Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870. A copy of said objection should be mailed to the applicant whose address is:

A. P. Utilities, Inc.  
P.O. Drawer 280  
Silver Springs, Florida 32688

The new office for the utilities is at:

1705 S.E. Fort King Street  
Ocala, Florida

Hours  
Monday - Friday  
10 AM - 4 PM  
Office and Emergency Phone Number  
(904) 867-8334

EXHIBIT B

**CONDITIONAL BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that A.P. UTILITIES, INC., a Florida corporation, hereinafter referred to as "Seller", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, paid by PHILIP D. WOODS, hereinafter referred to as "Buyer", the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents do hereby grant, bargain, sell, transfer and deliver to the Buyer the following goods and chattels, to-wit:

As described in Exhibit "A" attached hereto

TO HAVE AND TO HOLD the same unto the Buyer forever; however

THIS BILL OF SALE IS CONDITIONED UPON THE PAYMENT by the Buyer of the following:

1. Assumption of that certain Promissory Note and Mortgage in favor of North Center Florida Utilities, Inc. dated May 6, 1988, and recorded in Official Records Book 1500, Pages 981 through 983 of the public records of Marion County, Florida, which had an original principal balance of \$267,000.00, and is payable in monthly installments of \$2,576.61, and which has a present outstanding principal balance of \$255,072.15.
2. Assumption of that certain Promissory Note and Mortgage from A.P. UTILITIES, INC. to RICHARD L. STAFFORD, as Trustee for MACO DEVELOPMENTS, INC., Defined Benefit Pension Plan, and dated May 6, 1988, and recorded in Official Records Book 1500, Pages 986 through 988 of the public records of Marion County, Florida, which had an original principal balance of \$133,000.00, and is payable in monthly installments of \$1,283.48, which has a present outstanding principal balance of \$127,058.89.
3. Pay off of that certain Promissory Note and Mortgage in favor of BARNETT BANK OF MARION COUNTY, N.A., and dated December 11, 1985, and recorded in Official Records Book 1319, Pages 2013 and assumed by MICHAEL D. BLAKE, individually, pursuant to that certain Assumption Agreement recorded in Official Records Book 1500, Page 1789 of the public records of Marion County, Florida, which has an outstanding principal balance of \$54,019.37.
4. Reimbursement to the Seller of miscellaneous service adjustments and customer deposits in the amount of \$8,537.00.
5. Execution and delivery of a Promissory Note from the Buyer in favor of MICHAEL D. BLAKE, individually, to the Seller in the amount of \$22,000.00, which shall accrue interest at the rate of 12% per annum and be payable in regular monthly installments of \$315.64, which includes interest at the rate aforesaid, with the first payment to be due and payable on the 1st day of January, 1991, with a like payment to be made on the same day of each and every month thereafter until paid in full. This Promissory Note shall be secured by a Security Agreement and Mortgage encumbering the common stock to be conveyed hereby and all assets of A.P. UTILITIES, INC. and the same shall provide that the Buyer shall not transfer, further encumber, sell, lease, exchange the common stock or any assets of A.P. UTILITIES, INC. without the prior express written approval of the Seller. Violation of this provision shall enable the Seller to accelerate the balance due under the Promissory Note and Security Agreement and Mortgage and to commence all legal and equitable remedies to collect the debt.
6. Execution and delivery of a Promissory Note from the Buyer to the Seller in the amount of \$17,125.00, which shall accrue interest at the rate of 11% per annum and be payable in monthly installments of \$302.99, including interest at the rate aforesaid,

**EXHIBIT D**



with the first payment to be due and payable on the 1 day of DECEMBER, 1990, with a like payment to be due on the same day of each and every month thereafter until paid in full. B. Pay off of that certain Mortgage in favor of BARNETT BANK OF MARION COUNTY, N.A. as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the public records of Marion County, Florida, which has a present principal balance of \$101,049.65.

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

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

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

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

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

The Seller covenants to and with the Buyer that it is the lawful owner of the goods and chattels above described, and that it has good right and authority to sell the same as aforesaid.

The Buyer acknowledges that all personal property, inventory and equipment are acquired as "as is" and there are no warranties, guarantees or representations made to, or relied upon, by the Buyer with regard thereto.

IN WITNESS WHEREOF, the Seller has executed this Conditional Bill of Sale on this the 30<sup>th</sup> day of November, 1990.

Signed, sealed and delivered  
in our presence as witnesses:

Emma A. Wickham  
Emma Lou Jelder  
(As to Seller)

A.P. UTILITIES, INC.  
a Florida corporation

By Michael D. Blake (SEAL)  
MICHAEL D. BLAKE, President

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MICHAEL D. BLAKE, President of A.P. UTILITIES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this the 30<sup>th</sup> day of November, 1990.

Emma Lou Jelder  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Jan. 22, 1993.  
R/WRD THRU NOTARY PUBLIC UNDERWRITERS.



MARICO PROPERTIES (QUAIL RUN)

RE: REGULATORY ASSESSMENT FEE

MICHAEL BLAKE PAYED TO PHILIP WOODS THE REGULATORY ASSESSMENT FEES FOR THE AFOREMENTIONED SYSTEM FOR THE MONTHS OF JANUARY 1990 THROUGH OCTOBER 1990.

MICHAEL BLAKE WILL BE RESPONSIBLE FOR ANY FINES AND RECEIVED ANY REFUNDS FROM ACTIONS PRIOR TO NOVEMBER 1, 1990 AS STATED IN THE SALES AGREEMENT.

A handwritten signature in black ink, appearing to read "Philip Woods". The signature is written in a cursive, flowing style with a large initial "P".

EXHIBIT E

MARICO PROPERTIES (QUAIL RUN)

RE: FINANCING

THE FINANCING OF THIS PORTION OF THE PROJECT SHALL BE ACOMPLISHED  
BY ASSUMING AN EXISTING NOTE ON THE UTILITIES.

A handwritten signature in black ink, reading "Philip Woods". The signature is written in a cursive style with a large, looping initial "P".

EXHIBIT F

MARICO PROPERTIES (QUAIL RUN)

RE: STATEMENT OF PUBLIC INTEREST

I PHILIP WOODS P.E. HEREBY BELIEVE THAT WITH MY 20 YEARS OF EXPERIENCE OF DEVELOPING COUNTY WIDE WATER SYSTEMS IN ALABAMA AND SMALL SYSTEMS IN FLORIDA AND SEVERAL FOREIGN COUNTRIES WILL ENABLE ME TO DEVELOPE THESE AND OTHER SYSTEMS INTO A MASTER SYSTEM.

SECOND THE LAST OWNER IS READY TO RETIRE AND GET OUT OF THE BUSINESS.

EXHIBIT 4

NOTE

\$16,891.51

Ocala, Florida  
January 31, 1991

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promise to pay to MARICO PROPERTIES, INC., or order, in the manner hereinafter specified, ~~SIXTEEN THOUSAND, EIGHT HUNDRED NINETY-ONE and 51/100~~ (\$16,891.51), together with interest at the rate of Eleven Percent (11%) per annum. The said principal shall be payable in lawful money of the United States of America at PO. Drawer 1088 Ocala, FL. 32678, Ocala, Florida, or at such place as may hereafter be designed by written notice from the holder to the Maker hereof, on the date and in the manner following:

The above indebtedness shall be payable in monthly installments of THREE HUNDRED TWO AND 99/100 DOLLARS (\$302.99), which includes interest at the rate aforesaid, with the first payment to be due and payable on the 1st day of February, 1991, with a like payment due on the same day of each and every month thereafter until paid in full. All payments received will be first applied to interest accrued and the balance to the principal of the indebtedness. The Maker shall have the right to prepay all or any portion of the above indebtedness without prepayment penalty.

This Promissory Note is a personal credit obligation of PHILIP D. WOODS, and the entire principal balance unpaid plus accrued interest shall automatically become due and payable should PHILIP D. WOODS sell, assign or transfer any interest he may have in the Quail Run Community water system or any interest he may have acquired in the lease previously made on December 8, 1987, between MARICO PROPERTIES, INC. and MICHAEL D. BLAKE.

This is a Renewal Note, given to replace that certain Promissory Note dated December 8, 1987, in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00), and a Renewal Note thereof dated September 1, 1989, in the amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED NINE AND 13/100 DOLLARS (\$28,709.13) wherein MICHAEL D. BLAKE was the Maker, and MARICO PROPERTIES, INC. was the Payee. Copies of those Promissory Notes are attached hereto. The Payee, MARICO PROPERTIES, INC., has approved the transfer to PHILIP D. WOODS of the Quail Run Community water system, and of the Lease between it and MICHAEL D. BLAKE.

If default be made in the payment of any of the sums or interest mentioned herein or in the performance of any of the agreements contained herein continuing for ten (10) days, then the entire principal sum and accrued interest shall at the option of


EXHIBIT F



the holders hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Each person liable hereon whether Maker or Endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorneys' fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, counsel shall be employed to collect this Note.

Maker's Address:

1705 SE FORT KING STREET  
Orlando, Fl. 32671

  
\_\_\_\_\_  
PHILIP D. WOODS

  
\_\_\_\_\_  
MICHAEL D. BLAKE

#### ACCOMMODATION AGREEMENT

In consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, PHILIP D. WOODS and MICHAEL D. BLAKE do hereby agree as follows:

1. PHILIP D. WOODS acknowledges that MICHAEL D. BLAKE has signed the above Promissory Note as an accommodation party, and that MICHAEL D. BLAKE is not liable to PHILIP D. WOODS as the party accommodated.
2. If MICHAEL D. BLAKE should be required to pay any sums under the above-referenced Promissory Note, PHILIP D. WOODS shall indemnify him from all liability, obligation, responsibility, costs, expenses and attorneys' fees associated therewith.
3. It is the intent of the parties hereto that MICHAEL D. BLAKE, as an accommodation party, shall have full rights of recourse under the above Promissory Note against PHILIP D. WOODS as provided in Section 673.145, Florida Statutes.
4. In the event of any litigation arising out of this Accommodation Agreement, the parties agree that the exclusive venue shall be in Marion County, Florida, with a court of competent jurisdiction, and the prevailing party shall be entitled to recover his attorneys' fees, court costs and expenses incurred therein.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 31<sup>st</sup> day of JANUARY, 1991.

Signed, sealed and delivered in the presence of:

Eugene A. Winchen  
Emma Lou Tedder

Philip D. Woods  
PHILIP D. WOODS

Eugene A. Winchen  
Emma Lou Tedder

Michael D. Blake  
MICHAEL D. BLAKE

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF  
CERTIFICATE OR FACILITIES  
PURSUANT TO SECTION 367.071, FLORIDA STATUTES

\$150

TO: Director, Division of Records and Reporting DEPOSIT TREAS. REC. DATE  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0850 C 12 0 FEB 0 1991

The undersigned hereby makes application for the sale, assignment or transfer of (all) or (part) of Water Certificate No. 425-W and/or ~~Sewer Certificate~~ No.            or facilities in Marion County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

MARICO PROPERTIES (QUAIL RUN) (904) 832-7140  
Name of utility Phone No.

108 N. MAGNOLIA AVE  
Office street address

OCALA FL. 32678  
City State Zip Code

P.O. Box 53 Ocala FL 32678  
Mailing address if different from above

B) The full name (as it will appear on the certificate), address and telephone number of the buyer:

A. P. UTILITIES, INC. (904) 867-8334  
Name of utility Phone No.

1705 SE FORT KING ST.

A. P. UTILITIES, INC.  
1705 S.E. FORT KING ST.  
OCALA, FL 32671

1132

63-751/631

Feb 6 1991

PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION \$ 150.00  
one hundred fifty and 00/100 DOLLARS

FIRST UNION  
First Union National Bank  
of Florida  
Ocala, Florida 32670  
Service. We Guarantee It.  
FOR MARICO PROPERTIES

*[Signature]*

RECORDS/REPORTING