

RESORT VILLAGE UTILITY, INC.
2252 KILLEARN CENTER BLVD.
TALLAHASSEE, FL 32308

December 2, 1999

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

DEPOSIT DATE
D216 DEC 03 1999

991812-SU

Dear Sir:

Re: Transfer of Wastewater Certificate No. 492-S

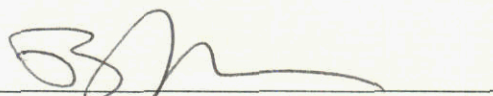
In accordance with Section 367.071, Florida Statutes, we have enclosed the following:

- 1. The original and five copies of a completed application for transfer of wastewater certificate No. 492-S;
- 2. A check in the amount of \$750 from SGI Limited Partnership for the filing fee.
- 3. Original certificate No. 492-S

Please contact the undersigned at 893-8600 if you have any questions or need any additional information.

Very truly yours,

Resort Village Utility, Inc.

By: 
Ben Johnson, President

/kr

Enclosures

DOCUMENT NUMBER-DATE
~~14795~~ DEC-3 99
FPSC-RECORDS/REPORTING

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,
assignment or transfer of (all ~~XXXXXXX~~ of ~~XXXXXXXXXXXXXXXXXXXX~~
XXXXXXXXXXXX Wastewater Certificate No. 492-S or facilities in

Franklin 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 applicant:

Resort Village Utility, Inc.
Name of utility

(850) 893-8600 (850) 668-2731
Phone No. Fax No.

2252 Killearn Center Blvd, (New Address)
Office street address

Tallahassee, Florida 32308
City State Zip Code

Mailing address if different from street address

bja @ Microeconomics.com
Internet address if applicable

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

Ben Johnson 850) 893-8600
Name Phone No.
2252 Killearn Center Blvd.
Street address
Tallahassee Florida 32308
City State Zip Code

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

SGI Utility, LLC
Name of utility
(850) 386-2332 (850) 422-1875
Phone No. Fax No.
3110 Capital Circle, NE
Office street address
Tallahassee Florida 32308
City State Zip Code

Mailing address if different from street address

Internet address if applicable

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

Corporation Partnership Sole Proprietorship
Other: Limited Liability Company
(specify)

E) The date and state of incorporation or organization of the buyer:

October 1, 1999
Florida

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

N/A

- G) 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.)

SGI Limited Partnership, a Florida limited partnership, owns 100% of SGI Utility, LLC. The General Partner of SGI Limited Partnership is Phipps Ventures, Inc., a Florida corporation 3110 Capital Circle, NE, Tallahassee, Florida 32308. The officers of Phipps Ventures, Inc. are Dennis O. Boyle, President and David E. Wilder, Vice-President/Secretary.

PART II FINANCIAL AND TECHNICAL INFORMATION

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

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

N/A

C) Exhibit B - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

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

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

D) Exhibit C - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit D - A statement describing the financing the purchase.

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

G) Exhibit F - 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, state the Order No. and date issued. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit G - 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.)

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

Ben Johnson (850) 893-8600
Name Phone No.

2252 Killearn Center Blvd
Street address

Tallahassee Florida 32308
City State Zip Code

- J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

- K) Exhibit H - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

- L) Exhibit I - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

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

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit J - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit K - 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 L - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

N/A (~~XXXXXXX~~) and \$750 (for wastewater).

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

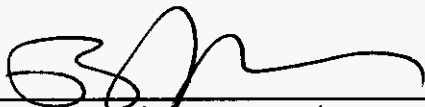
- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

PART V OTHER

- A) Exhibit M - Evidence 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, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit N - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C) Exhibit O - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

Utility, Inc.
I Ben Johnson, President of Resort Village (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.

BY: 
Applicant's Signature
Ben Johnson
Applicant's Name (Typed)
President
Applicant's Title *

Subscribed and sworn to before me this 2nd
of December 1999.



Kimberly S. Rogers
MY COMMISSION # CC849301 EXPIRES
July 13, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Kimberly S. Rogers
Notary Public

* 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.

Application for Transfer

Exhibit A

The proposed certificate and facilities transfer is part of an overall transaction in which approximately 56 acres of land and certain improvements on St. George Island, Florida known as the "Resort Village project" is being transferred from Ben Johnson to SGI Limited Partnership. SGI Limited Partnership owns 100% of SGI Utility, LLC, which is the proposed buyer of the utility's certificate and facilities.

The utility's financial and technical ability to provide safe and reliable wastewater service will not be adversely affected by this transaction in any way. To the contrary, allowing SGI Utility to acquire the utility will make it easier for the utility to obtain necessary capital funding.

The buyer and its parent company, SGI Limited Partnership, have a combined net worth in excess of \$10 million. Therefore, buyer has the financial ability to provide service.

The proposed transfer will not change the utility's technical capabilities, which are being provided by professional service firms. For example, the treatment system has been designed by Gary J. Volenec, P.E. Mr. Volenec has over 14 years experience in the design and management of water/wastewater treatment improvements, planning and engineering studies, and construction related activities. Mr. Volenec will continue to assist in development of the facility. Similarly, management and regulatory services will continue to be provided by Ben Johnson Associates, Inc. This firm's clients include regulatory commissions, regulated utilities, and other corporations and government agencies throughout the United States. The firm includes a staff of professionals with expertise in finance and management, and they have extensive experience with regulated utilities.

The buyer will continue to fulfill all commitments, obligations and representations of the Seller with regard to all utility matters.

EXHIBIT B

ASSET PURCHASE AGREEMENT
(Resort Village Utility, Inc.)

THIS AGREEMENT, made and entered into as of the 1st day of October, 1999, by and among RESORT VILLAGE UTILITY, INC., a Florida corporation ("Seller"), BEN JOHNSON ("Shareholder"), and SGI UTILITY, LLC, a Florida limited liability company. ("Purchaser").

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of the assets of Seller upon the terms and conditions and for the consideration more particularly hereinafter set forth.

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter set forth, the parties agree as follows:

1. Purchaser agrees to purchase from Seller and Seller agrees to sell, assign, transfer and deliver to Purchaser at the Closing Date (as hereinafter defined), free from all liabilities and encumbrances, all of the properties and assets of Seller of every kind and description including, but not limited to, the following (collectively, the "Assets"):

(a) The real property described in Schedule A attached hereto;

(b) All licenses, permits, drawings, designs, and other intangible property belonging to Seller; and

(c) Any other assets described in Schedule A.

2. The purchase price for the Assets shall be the amount of Five Hundred Ten Thousand Dollars (\$510,000), which shall be paid in cash at the closing.

3. The sale and transfer of the Assets as described in this Agreement is subject to and contingent on the approval of the Florida Public Service Commission ("FPSC"). Upon the execution of this Agreement, the parties agree to promptly prepare and file an application for transfer and take all reasonably necessary actions to obtain the approval of the FPSC. The closing shall take place at the offices of Purchaser in Tallahassee, Florida within five (5) business days after the sale of the Assets has been approved by the FPSC (the "Closing Date"). If the sale is not approved by the FPSC within twelve (12) months of the date of this Agreement, this Agreement shall terminate and the parties shall negotiate in good faith an alternative arrangement, satisfactory to all parties, to allow Purchaser the use and control of the Assets.

4. Pending the closing, Seller shall continue to operate in the ordinary course of business and in the manner heretofore operated. Unless Purchaser gives its prior written consent, Seller shall not purchase or dispose of any Assets, hire any employees, issue any stock, or incur any debt. Shareholder agrees that he shall not sell, assign, give, encumber, or otherwise transfer any of his stock in Seller. Purchaser shall reimburse Seller for any ordinary and necessary expenses

incurred by Seller after the execution of this Agreement, provided such expenses were approved in advance by Purchaser. Purchaser shall pay Seller a monthly fee in an amount mutually acceptable to the parties as compensation to Seller for tying up its assets pending the FPSC approval.

5. Seller covenants and represents that it is the sole owner of and has the right to sell the Assets covered by this Agreement. Seller further represents and warrants that:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) Seller has good and marketable title to all of the Assets, free and clear of all mortgages, pledges, liens, claims or encumbrances of any nature whatsoever. Seller has obtained all permits and licenses required by the FPSC to operate a wastewater treatment plant on the real property described in Schedule A.

(c) There is no claim, action, lawsuit, proceeding or investigation, threatened or pending, before any court or governmental body that could adversely affect the title, use or possession of the Assets.

(d) The Corporation has timely filed all federal, state and other tax returns required to be filed and has paid all taxes, assessments, fees or other governmental charges imposed upon the Corporation which are required to be paid.

The representations and warranties made by Seller in this Agreement shall survive the closing of this Agreement.

6. Seller and Shareholder jointly and severally agree to indemnify and hold Purchaser harmless of and from any lawsuits, damage, liability, claim or expense (including reasonable attorney's fees) in any manner incurred, arising out of, or attributable to any the following:

(a) Any inaccurate representation made by Seller in this Agreement;

(b) Any breach of a covenant or agreement of Seller in this Agreement; or

(c) Any act or omission of Seller or an officer, director, employee or agent of Seller in connection with the operation of Seller and the Assets prior to the Closing Date, except for any expenses approved by Purchaser in accordance with paragraph 4 hereof.

Notwithstanding anything contained herein to the contrary, the aggregate and cumulative liability of Seller and Shareholder under this Agreement shall not exceed the amount of the purchase price (\$510,000).

7. This Agreement shall be governed by the laws of the State of Florida.

8. Any failure of a party to comply with any provision of this Agreement may be waived by the other party, but such waiver or failure to insist upon strict compliance with such provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

10. This Agreement, including the Schedules, and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

11. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.


12. Property taxes assessed against the Assets for 1999 shall be prorated as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first referenced above.

SELLER:

RESORT VILLAGE UTILITY, INC.

By: _____


Ben Johnson, President

SHAREHOLDER:


Ben Johnson

BUYER:

SGI UTILITY, LLC

By: SGI LIMITED PARTNERSHIP, Managing Member

By: PHIPPS VENTURES, INC., General Partner

By: 
Name: DAVID E. WILDER
Title: VP

\\FAKIMWPDOC\SGI utility asset pur.wpd

"EXHIBIT A"

Commence at the POINT OF REFERENCE which is a concrete marker number 2658 marking the Northwest corner of Sea Palm Village, a subdivision recorded in the Public Records of Franklin County, Florida, Plat Book 4, Page 27 and the Southerly right-of-way of Leisure Lane, thence from the POINT OF REFERENCE proceed Southwesterly along said Southerly right-of-way of Leisure Lane, along the arc of a curve (radius of 379.37 feet, chord of 82.14 feet, chord bearing of South 71 degrees 31 minutes 53 seconds West); thence proceed South 31 degrees 34 minutes 12 seconds East 2.40 feet to the POINT OF BEGINNING which lies on the Southerly right-of-way of Leisure Lane. Thence from the POINT OF BEGINNING proceed South 31 degrees 34 minutes 12 seconds East 171.22 feet; thence South 58 degrees 25 minutes 48 seconds West 127.64 feet; thence North 86 degrees 30 minutes 25 seconds West 67.81 feet to the Southerly right-of-way of Leisure Lane; thence proceed along said right-of-way North 09 degrees 05 minutes 36 seconds East 101.52 feet; thence continuing along said right-of-way, proceed along the arc of a curve (radius of 158.71 feet, chord of 129.39 feet, chord bearing of North 33 degrees 08 minutes 55 seconds East) to the POINT OF BEGINNING.

SCHEDULE A

Assets Transferred to SGI Utility, LLC

1. **Certificate to Operate Wastewater Facility Number 492-S**
2. **Department of Environmental Protection Wastewater Permit Number FLA010069-002**
3. **All Easement Rights**

Application for Transfer

Exhibit C

There are no outstanding regulatory assessment fees, fines or refunds owed.

Application for Transfer

Exhibit D

The purchase of the utility will be a cash purchase. No financing is involved.

Application for Transfer

Exhibit E

The buyer and its parent company have a combined net worth in excess of \$10 million. Financial statements are available upon request by the PSC.

Application for Transfer

Exhibit F

Proposed Net Book Value

The proposed net book value as of the date of the proposed transfer is approximately \$492,000. This estimate is based upon Utility Plant in Service, without any acquisition or other adjustments, assuming the transfer is approved by February 2000. The actual amount may vary, depending upon exactly when the proposed transfer occurs.

Application for Transfer

Exhibit G

No acquisition adjustment has been included or requested.

Application for Transfer

Exhibit H

The buyer has obtained copies of all federal income tax returns of seller from the date the utility was first established.

Application for Transfer

Exhibit I

After reasonable investigation, Buyer states that the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection.

Application for Transfer

Exhibit J

Affidavit - To be filed late.

Application for Transfer

Exhibit K

Affidavit - To be filed late.

Application for Transfer

Exhibit L

Affidavit - To be filed late.

Application for Transfer

Exhibit M

(See Attached deed)

Made this 10th day of January A.D. 19 95
by BEN JOHNSON, a married man
1234 TIMBERLANE ROAD
TALLAHASSEE, FLORIDA 32312

BENDALL MADE CLERK
COUNTY: FRANKLIN ST: FL

FILED AND RECORDED
DATE 01/11/95 TIME 12:14

DOC STAMPS 630.00
INITIAL TAX .00

hereinafter called the grantor, to
RESORT VILLAGE UTILITY, INC., a Florida
Corporation

whose post office address is: 1234 TIMBERLANE ROAD
TALLAHASSEE, FLORIDA 32312

RECORD VERIFIED
BY *J. Senda & Martinez* DC

hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in FRANKLIN County, Florida, viz:

See Schedule "A" attached hereto and by this reference made a part hereof.

The herein referenced property is not the residence of the Grantor(s) herein, nor is it the residence of any member of his/her family, nor is it contiguous thereto.

SUBJECT TO covenants, restrictions, reservations and easements of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 95

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Tina Hughes
Name: TINA HUGHES

Ben Johnson
Name & Address: BEN JOHNSON LS

John Nesmith
Name: John Nesmith

Name & Address: LS

Name: _____

Name & Address: LS

Name: _____

Name & Address: LS

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 10th day of January, 19 95, by BEN JOHNSON, a married man

who is personally known to me or who has produced PERSONAL KNOWLEDGE as identification.

Tina Hughes
Print Name: _____
Notary Public
My Commission Expires: _____

This instrument prepared by:
TINA HUGHES, an officer of
First American Title Insurance Co.
2807 Remington Green Circle
Tallahassee, Florida 32308
pursuant to issuance of title insurance

TINA HUGHES
MY COMMISSION # CC338031 EXPIRES
January 19, 1998
LICENSED THROUGH TROY FAY INSURANCE, INC.

Schedule A

Commence at the POINT OF REFERENCE which is a concrete marker number 2658 marking the Northwest corner of Sea Palm Village, a subdivision recorded in the Public Records of Franklin County, Florida, Plat Book 4, Page 27 and the Southerly right-of-way of Leisure Lane, thence from the POINT OF REFERENCE proceed Southwesterly along said Southerly right-of-way of Leisure Lane, along the arc of a curve (radius of 379.37 feet, chord of 82.14 feet, chord bearing of South 71 degrees 31 minutes 53 seconds West); thence proceed South 31 degrees 34 minutes 12 seconds East 2.40 feet to the POINT OF BEGINNING which lies on the Southerly right-of-way of Leisure Lane. Thence from the POINT OF BEGINNING proceed South 31 degrees 34 minutes 12 seconds East 171.22 feet; thence South 58 degrees 25 minutes 48 seconds West 127.64 feet; thence North 86 degrees 30 minutes 25 seconds West 67.81 feet to the Southerly right-of-way of Leisure Lane; thence proceed along said right-of-way North 09 degrees 05 minutes 36 seconds East 101.52 feet; thence continuing along said right-of-way, proceed along the arc of a curve (radius of 158.71 feet, chord of 129.39 feet, chord bearing of North 33 degrees 08 minutes 55 seconds East) to the POINT OF BEGINNING.

Application for Transfer

Exhibit N

No tariffs have been approved by the PSC. Accordingly, there are no current rates or charges. Tariffs will be filed after the transfer and will reflect the new ownership of the utility.

Application for Transfer

Exhibit O

(See attached Certificate)



FLORIDA
Public Service Commission

CERTIFICATE NUMBER

492 - 5

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
RESORT VILLAGE UTILITY, INC.

Whose principal address is
1234 Timberlane Road
Tallahassee, Florida 32312 (Franklin County)

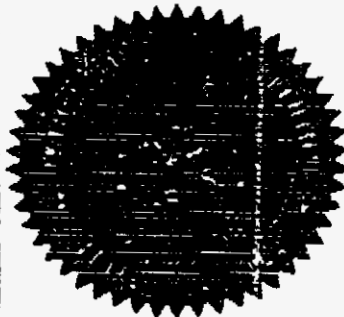
to provide wastewater service in accordance with
the provisions of Chapter 367, Florida Statutes, the Rules,
Regulations and Orders of this Commission in the territory de-
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

ORDER <u>PSC-94-1524-FOF-SU</u>	DOCKET <u>931111-SU</u>
ORDER _____	DOCKET _____
ORDER _____	DOCKET _____
ORDER _____	DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Dorcas S. Davis
Director
Division of Records & Reporting





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

492 - S

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
RESORT VILLAGE UTILITY, INC.

Whose principal address is

1234 Timberlane Road

Tallahassee, Florida 32312 (Franklin County)

to provide wastewater service in accordance with
the provisions of Chapter 367, Florida Statutes, the Rules,
Regulations and Orders of this Commission in the territory de-
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This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

ORDER PSC-94-1524-FOF-SU DOCKET 931111-SU

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Dorcas S. Davis
Director
Division of Records & Reporting



**RESORT VILLAGE UTILITY, INC.
2252 KILLEARN CENTER BLVD.
TALLAHASSEE, FL 32308**

December 2, 1999

991812-SU

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

DEPOSIT DATE
D216 DEC 03 1999

Dear Sir:

Re: Transfer of Wastewater Certificate No. 492-S

In accordance with Section 367.071, Florida Statutes, we have enclosed the following:

1. The original and five copies of a completed application for transfer of wastewater certificate No. 492-S;
2. A check in the amount of \$750 from SGI Limited Partnership for the filing fee.
3. Original certificate No. 492-S

Please contact the undersigned at 893-8600 if you have any questions or need any additional information.

Very truly yours,

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

SGI Limited Partnership 3110 Capital Circle NE Tallahassee, FL 32308 (850) 386-2332	Premier Bank Tallahassee, FL 63-1410/631	100124
---	--	--------

DATE	11/30/1999
AMOUNT	***750.00

PAY Seven Hundred Fifty and 00/100*****

TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BLVD.
TALLAHASSEE, FL

119.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .

[Signature]